JAMES DAMARON DANEKER
820 Dumbarton Avenue
Baltimore, Maryland

vs.

ALBERT E. IRVING
Crownsville, Maryland

and

MARY ELIZABETH DANEKER
Crownsville, Maryland

LIBER 71 PAGE 1

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9596 In Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

James Damaron Daneker, Plaintiff, respectfully represents unto this Honorable Court:-

1. That he was married to the Defendant, Mary Elizabeth Daneker, by a religious ceremony at Portsmouth, Virginia on December 1, 1942. That he was, at that time, a member of the United States Armed Forces.

2. That on or about the 5th day of October, 1945, the Defendant, Albert E. Irving, who was the father-in-law of the Plaintiff, James Damaron Daneker, agreed with the Plaintiff and his wife, the said Mary Elizabeth Daneker, that if the said James Damaron Daneker and his wife would move on a certain tract of land, constituting one acre of land, located at Crownsville, Anne Arundel County, Maryland and build thereon a home and pay for the cost of erecting the same, he, the said Albert E. Irving, would convey title to the said land to the Plaintiff, James Damaron Daneker. The said land is located at Crownsville on the Gumbottom Road, which runs off Defense Highway, being located about three-fourths of a mile down from Defense Highway.

3. That relying upon the said agreement made by the said Albert E. Irving, Defendant, the Plaintiff, James Damaron Daneker, went upon the said land and commenced the erection of a building upon the said land about forty feet off Gumbottom Road. That over a period of about six months he expended approximately Two Thousand Five Hundred Dollars ($2,500.00) in material, such as cement, cinder block, shingles, lumber, plywood, tile, pipes, etc. He also spent a lot of time and labor in the construction of the said building. That the said property is adjacent to the home of the Defendant, Albert E. Irving, and the building erected by James Damaron Daneker, Plaintiff, is located about fifty-two yards from the

Filed Dec. 15, 1948

home of the Defendant, Albert E. Irving, and is visible from the said Defendant's home. That the Defendant, Albert E. Irving, could see and did see the work being done and the materials being supplied in the construction of the said building. That the said Defendant, Albert E. Irving, offered advice and gave personal aid to the Plaintiff in the construction of the said building. That some of the materials were bought in the name of the Defendant, Albert E. Irving, but were paid for by the checks of the Plaintiff. That the said building was constructed and completed with the materials furnished by the Plaintiff and with the work done by him with a minimum of help from his father-in-law, Albert E. Irving, with the exception that there still remains to be done a certain amount of plastering. That the Plaintiff has bought and paid for furniture with which he has furnished the said building, which furniture still remains on the said premises.

4. That shortly thereafter the Defendant, Albert E. Irving, again assured the Plaintiff, James Damaron Daneker, of his intent to convey title to the said land to the Plaintiff, but that he was withholding doing so because of the existence of a mortgage on the said property which would be lifted shortly thereafter, whereupon the Defendant, Albert E. Irving, would convey title to the Plaintiff. That in continued reliance upon the strength of this promise and agreement, the Plaintiff continued to build and improve the dwelling already under erection by him, expended additional sums of money for additional material and furniture which was placed in the said building, to wit, a bedroom suite - $250.00, washing machine - $208.00, electric stove - $220.00, refrigerator - $240.00, hot water heater - $120.00, and other furniture and that the total sum of money, that is accountable, expended by the Plaintiff, James Damaron Daneker, for material and furniture to date is in the sum of $4,072.78, exclusive of labor and other costs, but that the total sum of money expended by the Plaintiff more nearly approximates the sum of $5,000.00. That thereafter, the Defendant, Albert E. Irving, told the Plaintiff that he had no intention of conveying title to the property to the said James Damaron Daneker, Plaintiff.

5. That the wife of the Plaintiff, Mary Elizabeth Daneker, suffered a mental deterioration which became steadily worse. That in 1947, his wife was confined in the Spring Grove Hospital, Baltimore, Maryland, because of her mental condition. That she was released or paroled from the said institution, subject to return, on April 18, 1948 and is now living at the home of her father, the said Albert E. Irving, but is still subject to a psychiatrist's treatment. That shortly before

his wife was confined in the said institution, the Plaintiff moved to his present address at 820 Dumbarton Avenue, Baltimore, Maryland, and a condition of estrangement exists between the Plaintiff and his wife and his father-in-law, the Defendant, Albert E. Irving. That his wife, the said Mary Elizabeth Daneker, is made a Defendant herein for these reasons and because it would be impossible for the Plaintiff to secure a binding agreement to make her a party Plaintiff, but it is the desire of the Plaintiff that any relief awarded shall be for the benefit of both himself and his said wife.

6. That unless this Honorable Court intervenes and compells the Defendant, Albert E. Irving, to convey the said land to the Pla ntiff and his wife, the said Mary Elizabeth Daneker, as promised, the Plaintiff and his said wife will suffer irreparable damage as there is no adequate remedy in a Court of law.

TO THE END, THEREFORE:

(a) That this Honorable Court compell the Defendant, Albert E. Irving, to convey to the Plaintiff, James Damaron Daneker and his wife, Mary Elizabeth Daneker, the property described in this Bill of Complaint.

(b) That this Honorable Court grant an injunction restraining the said Defendant, Albert E. Irving, from conveying the said property to anyone else.

(c) That this Honorable Court award to the Plaintiff and his wife, Mary Elizabeth Daneker, such other and further relief as the circumstances of this case may entitle them to.

AND, AS IN DUTY BOUND, ETC.

James Damaron Daneker
James Damaron Daneker - Plaintiff

Ginsberg and Ginsberg
Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th day of December, 1948 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JAMES DAMARON DANEKER, Plaintiff, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Edna C. Simons

NOTARY PUBLIC

JAMES DAMARON DANEKER	:	
	:	
vs.		IN THE
	:	
		CIRCUIT COURT FOR
ALBERT E. IRVING	:	
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER	:	In Equity 9596

* * * * *

DEMURRER

Now comes the defendant, Albert E. Irving, by William J. Boehm his attorney, and says that Paragraphs 1, 2, 3, 4, 5, and 6 individually, as well as the Bill of Complaint as a whole, is bad in form and not sufficient at law.

William J. Boehm
William J. Boehm
Attorney for Defendant

Filed January 17, 1949

CERTIFICATE

I hereby certify that I mailed a copy of the aforegoing Demurrer to Ginsberg and Ginsberg, 914-917 Garrett Building, Baltimore 2, Maryland, Attorney for the plaintiff, this 17th day of January, 1949.

William J. Boehm
William J. Boehm
Attorney for Defendant

JAMES DAMARON DANEKER

vs

ALBERT E. IRVING

and

MARY ELIZABETH DANEKER

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

In Equity 9596

* * * * * *

ANSWER OF THE DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of the defendant, Albert E. Irving, by William J. Boehm, his attorney, to the Bill of Complaint in this cause, respectfully shows:

1. That he neither admit nor deny the allegations contained in paragraph one of said Bill of Complaint.

2. That he emphatically denies the allegations contained in paragraph two of said Bill of Complaint, but in answer thereto shows-

a. That he, the said Albert E. Irving and his wife did promise to devise unto each of their children, an equal one-third of their real property upon the death of the defendant and his wife.

b. That Mary Elizabeth Daneker is one of their three children to whom such promise was made.

c. That the description of any land referred to in said paragraph is vague and indefinite as to location and title ownership, and that the defense highway as mentioned in said paragraph is some ten miles distant from any land which said defendant may own.

3. That your defendant, Albert E. Irving, answering paragraph three, shows:

a. That the defendant emphatically denies so much of

Filed Jany. 17, 1949.

3

the allegations as relates to any agreement by said defendant with said plaintiff.

b. That the defendant is not aware of the facts, and neither admits nor denies the allegations in reference to expenditures for materials and labor, and further shows that he, Albert E. Irving, did expend approximately fifteen hundred dollars ($1500.00) on behalf of said plaintiff for which said plaintiff has not compensated the defendant in any manner.

c. That the defendant neither admits nor denies that said property in question is adjacent to the home of the defendant and further shows that he neither admits nor denies any allegations as to location of said building.

d. That the defendant admits he did see the building under construction as he supervised, directed and assisted in the planning and its construction and furnished all electricity, water and tools utilized in said construction with little or no assistance from said plaintiff.

e. The defendant admits that he advised and gave aid to the plaintiff in constructing said building.

f. The defendant admits that he purchased materials and supplies for use in construction of said house and furthers answers thereto that it was necessary inasmuch the said plaintiff had little, if any conception or knowledge as to requirement of material necessary to construct said house and further answers that payment for said purchases was made by Mary Elizabeth Daneker from her checking account at the Annapolis Banking and Trust Company at Annapolis, Maryland.

g. That the defendant emphatically denies the allegation in regard to the construction of said house by the plaintiff with minimum of help of the defendant and further shows that the plaintiff had little or no knowledge at all in constructing any type of building and that said house is still not completed and that no work has been attempted by said plaintiff since the defendant, Albert E. Irving, has been unable to advise and personally supervise the

necessary work to complete said house.

h. The defendant neither admits nor denies the allegation made in reference to furniture furnished in said house and further shows in answer thereto, that he, Albert E. Irving, has not in any way, used or occupied, or obtained any comfort or benefit of either the house or the furnishings in said house, directly or indirectly, nor has he deprived the plaintiff or his wife, the right to use and occupy said house or said furnishings.

4. The defendant, Albert E. Irving, answering paragraph number four shows:

a. That the defendant denies so much of paragraph four in which the plaintiff alleges that the defendant assured the plaintiff of his intention to convey title to any property to said defendant.

b. The defendant, not being acquainted with the facts regarding the expenditures of monies for the items alleged by the plaintiff in said paragraph, can neither admit nor deny such allegations.

c. That the defendant admits that he had no intention to convey title to said property to James Dameron Daneker, plaintiff herein, as alleged by said plaintiff, and further shows that he, Albert E. Irving, never had any intention to convey title to any property to the plaintiff at any time.

5. That the defendant, Albert E. Irving, in answering paragraph number five shows:

a. That he admits so much of the allegations that alleged that Mary Elizabeth Daneker was confined to Spring Grove Hospital due to a nervous mental condition but further in answer thereto shows that Mary Elizabeth Daneker was admitted on February 3, 1948, and was paroled on April 18,1948, and that the mental condition of Mary Elizabeth Daneker was the sole result of malicious conduct and ill treatment of said Mary Elizabeth Daneker by your plaintiff.

b. That the defendant neither admits nor denies the allegation in which the plaintiff alleges an impossibility for the plaintiff to secure any binding agreement with Mary Elizabeth Daneker.

6. That the defendant neither admits nor denies the allegations of paragraph number six.

7. Answering generally, the defendant shows that the wife of the plaintiff has been living with the defendant since her marriage and that the plaintiff has lived with the defendant since his discharge from the armed forces until July, 1948; that Mary Elizabeth Daneker, being a thrifty wife, saved considerable money in bank and in government bonds; that the plaintiff never paid or even offered to pay to the defendant for any board, labor or services extended by said defendant for the plaintiffs benefit; and that after the plaintiff received his discharge from the service and after viewing considerable real estate, the plaintiff realized that the high costs prevented immediate purchase. The wife of the plaintiff, Mary Elizabeth Daneker, who was anxious to have a home, requested of the defendant permission to build a home on her share of intended inheritance. The defendant consented and advised Mary Elizabeth Daneker that he could not execute a deed to the property as the same was incumbered with a mortgage to the Home Owner's Loan Corporation and that upon release of mortgage, a deed to the property will be executed to Mary Elizabeth Daneker. As this arrangement was satisfactory, the defendant with his two sons, Richard Irving and Robert Irving, both of whom were experienced carpenters, and your plaintiff, who knew little or nothing at all about the construction of a house, built the house mentioned in these proceedings. In February,1948, Mary Elizabeth Daneker, was committed to Spring Grove Hospital; the custody of the child was entrusted to your defendant. Your plaintiff continually sought writs of habeas corpus at the Annapolis and Baltimore City Courts

for the sole purpose of embarrassing your defendant. Upon parol from the hospital, Mary Elizabeth Daneker lived with the plaintiff in your defendant's home until July, 1948, at which date plaintiff moved to his new home. The plaintiff constantly threatened Mary Elizabeth Daneker with recommitment as well ~~as well~~ as accusing her of many things which never occurred, even to the extent of threatening to take her home away from her and "sell it to persons of negro ancestry just as long as she wouldn't have a home." On December 10, 1948 the mortgage was paid to the mortgagee and on December 14, 1948, at the request of Mary Elizabeth Daneker, the defendant and his wife, executed a deed for a life estate in Mary Elizabeth Daneker with remainder over to James Dameron Daneker III. At this time Mary Elizabeth Daneker and her child, James Dameron Daneker III were living alone in the house mentioned in these proceedings with no fuel, electricty, food and money, the said plaintiff had deserted and abandoned his family. The said Mary Elizabeth Daneker being destitute was forced to live upon the charity of her parents.

WHEREFORE, having answered the Bill of Complaint, the defendant pray to be hence dismissed with his costs.

And, as in duty bound, etc.

William J. Boehm
Attorney for Defendant

CERTIFICATE

I hereby certify that I mailed a copy of the aforegoing Answer to Ginsberg and Ginsberg, 914-917 Garrett Building, Baltimore 2, Maryland, Attorney for the plaintiff, this 12th day of January, 1949.

William J. Boehm
William J. Boehm
Attorney for Defendant

JAMES DAMARON DANEKER	:	IN THE
vs.	:	CIRCUIT COURT
ALBERT E. IRVING	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER	:	In Equity 9596.

: : : : :

MOTION NE RECIPIATUR.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant, James Damaron Daneker, respectfully moves the Court not to receive the Demurrer filed by the Defendant, Albert E. Irving, and to strike the same from the records and for reason says:

1. That the said Demurrer is not supported by an affidavit that it is not intended for delay as required by the General Equity Rule 18.

2. That in any event the said Defendant having filed an Answer, the Demurrer is no longer in the case.

3. And for other reasons to be assigned at the hearing of this Motion.

Filed Jany. 22, 1949.

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR COMPLAINANT

Service of copy of this Motion made by mailing same to William P. Boehm, Solicitor for the Defendant, Albert E. Irving, 160 South Street, Annapolis, Maryland, this 21st day of January, 1949.

Ginsberg & Ginsberg

David P. Bernstein

SOLICITORS FOR COMPLAINANT

James Damaron, Daneker

Pltff.

vs.

Albert E. Irving and

wife, Defdts.

No. 9596 Equity.

In the Circuit Court for

Anne Arundel County.

ORDER of COURT.

Counsel for the Defendant, Albert E. Irving, having appeared before the Court, and having conceded that the Demurrer filed in this case has been over ruled by the filing of the Answer to the Bill of Complaint, it is thereupon, this 26th day of March, 1949 by the Circuit Court for Anne Arundel County, ORDERED that the Motion Ne Recipiatur filed in this case by the Plaintiff, be and the same is hereby granted.

Benjamin Uhlhorn Judge.

Filed March 26th 1949.

JAMES DAMARON DANEKER	:	IN THE
vs.	:	CIRCUIT COURT
ALBERT E. IRVING	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER	: No. 9596 –	In Equity

Docket 13 folio 2-99

: : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of James Damaron Daneker respectfully shows unto your Honors:

1. That Mary Elizabeth Daneker, one of the Defendants in this cause has been duly summoned, by writ of subpoena and Bill of Complaint served upon her personally.

2. That the Bill of Complaint alleges that the said Mary Elizabeth Daneker suffered a mental deterioration which became steadily worse. That in 1947, she was confined in the Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, because of her mental condition. That she was released or paroled from the said institution, subject to return, on April 18, 1948 and at the time of the filing of the Bill was living at the home of her father, the said Albert E. Irving.

3. That an Answer was filed by the other Defendant herein, Albert E. Irving, but no Answer has been filed by the Defendant, Mary Elizabeth Daneker, and your Petitioner has recently learned that the said Mary Elizabeth Daneker is now again confined to the Spring Grove State Hospital, Catonsville, Baltimore County, Maryland.

4. That the said Mary Elizabeth Daneker has no legal guardian.

WHEREFORE, your Petitioner prays that this Honorable Court may direct writs of subpoena, together with copies of the Bill of Complaint, to be served on Mary Elizabeth Daneker and the Superintendent of the Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, and that after such service, a guardian ad litem may be appointed to appear and answer for the said Mary Elizabeth Daneker, and suggests that Henry Zellers, who has no interest whatsoever in this suit, be appointed guardian ad litem.

AND, AS IN DUTY BOUND, etc.

Filed April 21st 1949.

Service admitted April 22 1949 Will D. Buck

6

Ginsberg & Ginsberg

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PETITIONER

ORDER

It is ORDERED by the Circuit Court for Anne Arundel County, sitting in equity on this 22nd day of April, 1949, upon the aforegoing Petition that the Clerk issue writs of subpoena, together with a copy of the Bill of Complaint, directed to Mary Elizabeth Daneker and the Superintendent of the Spring Grove State Hospital, Catonsville, Baltimore County, Maryland, and it is further ORDERED that Henry Zeller be and he is hereby appointed guardian ad litem for Mary Elizabeth Daneker, and he is hereby directed to appear and file his answer in her behalf.

Benjamin Michaelson
Jr.

Filed April 22 1949

JAMES DAMARON DANEKER	:	IN THE
vs.	:	CIRCUIT COURT
ALBERT E. IRVING	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER	:	9596 Equity

: : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mary Elizabeth Daneker, one of the Defendants named in the Bill of Complaint in this Court against her exhibited, by Henry Zeller, duly appointed Guardian ad Litem, respectfully represents unto your Honors:

That the said Mary Elizabeth Daneker, one of the Defendants, cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound, &c.,

J. Henry Zeller
Henry Zeller, Guardian ad Litem.

Filed June 2" 1949.

8

JAMES DARMARON DANEKER
820 Dumberton Avenue
Baltimore City, Maryland

vs.

ALBERT E. IRVING
Crownsville, Maryland

and

MARY ELIZABETH DANEKER
Crownsville, Maryland

Equity 9596

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

SUBPOENA DUCES TECUM

Mr. Clerk:

Please issue a subpoena duces tecum for:

JAMES DAMARON DANEKER, the above named plaintiff, residing at 820 Dumbarton Road, Baltimore City, Maryland, to bring into this Court on July 7, 1949, at 10:00 A.M. (1) all Savings Books or Bank Deposit Books at or on the Annapolis Banking and Trust Company Annapolis, Maryland, whether the same be presently closed or not. (2) all cancelled checks and check book stubs that were issued by said Mary Elizabeth Daneker on the bank aforesaid during the years 1945, 1946, 1947, 1948; and (3) all receipts for payment of materials and building supplies which were paid by said Mary Elizabeth Daneker during the said four years as stated above; all of which said papers it is believed, were removed from the premises of said Mary Elizabeth Daneker during the year 1948 by the said James Damaron Daneker. Above papers to be used in evidence in the above entitled case.

William J. Boehm
William J. Boehm
Attorney for Respondent

Filed June 24, 1949.

Issued

9

JAMES DAMARON DANEKER 820 Dumbarton Avenue Baltimore, Maryland	:	IN THE
vs.	:	CIRCUIT COURT
ALBERT E. IRVING Crownsville, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER Crownsville, Maryland	:	Equity 9596

: : : : :

ORDER FOR SUMMONS FOR WITNESSES

Mr. Clerk:

Please summon the following witnesses to appear in Court on Thursday, July 7, 1949 at 10:00 A.M. to testify for the Plaintiff:

1. Betty Irving
   Crownsville, Maryland
2. Mr. Joseph Brown
   16 S. Carey Street
   Baltimore 23, Maryland
3. Mrs. Joseph Brown
   16 S. Carey Street
   Baltimore 23, Maryland
4. Mr. Jack Cerrera
   16 S. Carey Street
   Baltimore 23, Maryland
5. Mrs. Jack Cerrera
   16 S. Carey Street
   Baltimore 23, Maryland
6. Mr. LeRoy Africa
   Davidsonville, Maryland
7. Mrs. Janet Africa
   Davidsonville, Maryland
8. Mr. Irving Norton
   Crownsville, Maryland
9. Mrs. Ruth Norton
   Crownsville, Maryland

Filed July 1st. 1949.

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Berstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

10

JAMES DAMARON DANEKER 820 Dumbarton Avenue Baltimore, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.		
ALBERT E. IRVING Crownsville, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER Crownsville, Maryland	:	Equity 9596

: : : : :

ORDER FOR SUBPOENA DUCES TECUM

Mr. Clerk:

Please issue a subpoena duces tecum directed to Albert E. Irving Crownsville, Maryland, to produce in Court on Thursday, July 7, 1949 at 10:00 A.M. a Deed executed on December 14, 1948 by Albert E. Irving and Edna R. Irving, his wife, to Mary Irving Daneker and James Damaron Daneker and recorded among the Land Records of Anne Arundel County on December 17, 1948.

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

Filed July 1st. 1949.

11

JAMES DAMARON DANEKER 820 Dumbarton Avenue Baltimore, Maryland	:	IN THE
vs.	:	CIRCUIT COURT
ALBERT E. IRVING Crownsville, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER Crownsville, Maryland	:	Equity 9596

: : : : :

ORDER FOR SUMMONS FOR WITNESSES

Mr. Clerk:

Please summon the following witnesses to appear in Court on Thursday, July 7, 1949 at 10:00 A.M. to testify for the Plaintiff:

1. Noah A. Hillman, Esq.
   Maryland Hotel Building
   Annapolis, Maryland

2. William W. Townshend, Jr., Esq.
   Towns-Worth Building
   Annapolis, Maryland

3. Mrs. Anne Robinson
   18 Severn Avenue
   Eastport, Annapolis, Maryland

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

Filed July 6th 1949 at 9 30 a.m.

Xinsd. N.

12

LIBER 71 PAGE 21
...BY THE...

Circuit Court for Anne Arundel County

No. 9596 May Term, 1949 Equity

James D. Daneker

vs.

Albert E. Irving + Mary E. Daneker

To the Sheriff of ~~Anne Arundel County~~ Baltimore City:

You are hereby commanded to summon duces tecum

JAMES DAMARON DANEKER, the above named plaintiff, residing at 820 Dumbarton Road, Baltimore City, Maryland, to bring into this Court on July 7, 1949, at 10:00 A.M. (1) all Savings Books or Bank Deposit Books at or on the Annapolis Banking and Trust Company, Annapolis, Maryland, whether the same be presently closed or not. (2) all cancelled checks and check book stubs that were issued by said Mary Elizabeth Daneker on the bank aforesaid during the years 1945, 1946, 1947, 1948; and (3) all receipts for payment of materials and building supplies which were paid by said Mary Elizabeth Daneker during the said four years as stated above; all of which said papers it is believed, were removed from the premises of said Mary Elizabeth Daneker during the year 1948 by the said James Damaron Daneker. Above papers to be used in evidence in the above entitled case.

Filed June 29, 1949

and him have here before the Judges of the said Court to testify for Respondent

Hereof you are not to fail and fail not at your peril, and have you then and there this writ.

Witness the Honorable James E. Boylan, Jr., Chief Judge of the said Court, the 2" day of May, 1949 Issued the 24" day of June, 1949

Returnable ten o'clock A. M. Thursday July 7" 1949

John H. Hopkins, 3rd, Clerk

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

James Damaron Daneker	)(	No. 9596	Equity
	)(		
vs.	)(		
Albert E. Irving and Mary Elizabeth Daneker	)(		

ORDER OF COURT

On the plaintiff's motion in open Court, it is ORDERED this seventh day of July, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, that leave be, and the same is hereby, granted to said plaintiff to file an amended bill of complaint provided he does so within fifteen days.

James C. Clark
JUDGE

Filed July 7th 1949.

12

JAMES DAMARON DANEKER 820 Dumbarton Avenue Baltimore, Maryland	:	IN THE
vs.	:	
ALBERT E. IRVING and EDNA R. IRVING, his wife Crownsville, Maryland	:	CIRCUIT COURT
and		FOR
MARY ELIZABETH DANEKER Crownsville, Maryland (but now in Spring Grove State Hospital, Catonsville, Baltimore County, Maryland)	: :	ANNE ARUNDEL COUNTY
and		
JAMES DAMARON DANEKER, III an Infant Crownsville, Maryland	: No. 9596	In Equity

: : : : :

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

James Damaron Daneker, Plaintiff, respectfully represents unto this Honorable Court:-

1. That he was married to the Defendant, Mary Elizabeth Daneker, by a religious ceremony at Portsmouth, Virginia on December 1, 1942. That he was, at that time, a member of the United States Armed Forces.

2. That on or about the 5th day of October, 1945, the Defendant, Albert E. Irving, who is the father-in-law of the Plaintiff, James Damaron Daneker, agreed with the Plaintiff and his wife, the said Mary Elizabeth Daneker, that if the said James Damaron Daneker and his wife would move on a certain tract of land, constituting one acre of land, located in the Second Election District of Anne Arundel County near Waterbury and is part of the Irving tract as surveyed by Edward Hall, Jr., Surveyor, February 1925, and build thereon a home and pay for the cost of erecting the same, he, the said Albert E. Irving, would convey title to the said land to the Plaintiff, James Damaron Daneker.

3. That relying upon the said agreement made by the said Albert E. Irving, Defendant, the Plaintiff, James Damaron Daneker, went upon the said land and commenced the erection of a building upon the said land about forty feet off Gumbottom Road. That over a period of about six months he expended approximately Two Thousand Five Hundred Dollars ($2,500.00) in material, such as

Filed July 16, 1949

15

cement, cinder block, shingles, lumber, plywood, tile, pipes, etc. He also spent a lot of time and labor in the construction of the said building. That the said property is adjacent to the home of the Defendant, Albert E. Irving, and the building erected by James Damaron Daneker, Plaintiff, is located about fifty-two yards from the home of the Defendant, Albert E. Irving, and is visible from the said Defendant's home. That the Defendant, Albert E. Irving, Could see and did see the work being done and the materials being supplied in the construction of the said building. That the said Defendant, Albert E. Irving, offered advice and gave personal aid to the Plaintiff in the construction of the said building. That some of the materials were bought in the name of the Defendant, Albert E. Irving, but were paid for by the checks of the Plaintiff. That the said building was constructed and completed with the materials furnished by the Plaintiff and with the work done by him with a minimum of help from his father-in-law, Albert E. Irving, with the exception that there still remains to be done a certain amount of plastering. That the Plaintiff has bought and paid for furniture with which he has furnished the said building, which furniture still remains on the said premises.

4. That shortly thereafter the Defendant, Albert E. Irving, again assured the Plaintiff, James Damaron Daneker, of his intent to convey title to the said land to the Plaintiff, but that he was withholding doing so because of the existence of a mortgage on the said property which would be lifted shortly thereafter, whereupon the Defendant, Albert E. Irving, would convey title to the Plaintiff. That in continued reliance upon the strength of this promise and agreement, the Plaintiff continued to build and improve the dwelling already under erection by him, expended additional sums of money for additional material and furniture which was placed in the said building, to wit, a bedroom suite - $250.00, washing machine - $208.00, electric stove -$220.00, refrigerator - $240.00, hot water heater - $120.00, and other furniture and that the total sum of money, that is accountable, expended by the Plaintiff, James Damaron Daneker, for material and furniture to date is in the sum of $4,072.78, exclusive of labor and other costs, but that the total sum of money expended by the Plaintiff more nearly approximates the sum of $5,000.00. That thereafter, the Defendant, Albert E. Irving, told the Plaintiff that he had no intention of conveying title to the property to the said James Damaron Daneker, Plaintiff.

5. That the wife of the Plaintiff, Mary Elizabeth Daneker, suffered a mental deterioration which became steadily worse. That in 1947, his wife was confined in the Spring Grove State Hospital, Baltimore County, Maryland, because of her mental condition. That she was released or paroled from the said institution, subject to return, on April 18, 1948 and is now living at the home of her father, the said Albert E. Irving, but is still subject to a psychiatrist's treatment. That shortly before his wife was confined in the said institution, the Plaintiff moved to his present address at 820 Dumbarton Avenue, Baltimore, Maryland, and a condition of estrangement exists between the Plaintiff and his wife and his father-in-law, the Defendant, Albert E. Irving. That his wife, the said Mary Elizabeth Daneker, is made a Defendant herein for these reasons and because it would be impossible for the Plaintiff to secure a binding agreement to make her a party Plaintiff, but it is the desire of the Plaintiff that any relief awarded shall be for the benefit of both himself and his said wife.

6. That the original Bill of Complaint in this case was filed on the 15th day of December, 1948, but on December 17, 1948 there was recorded among the Land Records of Anne Arundel County a Deed which bears the date December 14, 1948 from Albert E. Irving and Edna R. Irving, his wife, to Mary Irving Daneker and James Damaron Daneker, III which Deed undertakes to grant, bargain, sell, alien, remise, release, convey and confirm unto Mary Irving Daneker for the term of her natural life with remainder over to her son, James Damaron Daneker, III his heirs and assigns forever, all that tract of land, situated and being in the Second Election District of Anne Arundel County, near Waterbury, and being described as follows:-

> BEGINNING for the same at an iron pipe at the foot of a Cherry tree on the South 86° 51' East 363 foot line of the Irving tract as surveyed by Edward Hall, Jr., Surveyor, February 1925, and thence with the following courses and distances: South 13° 15' East 35 feet to a stake, thence South 86° 15' East 46 feet to an iron pipe, said pipe being the beginning of said lot hereby intended to be conveyed; continuing same course: South 86° 15' East 45 feet to a stake on the east side of said lot, thence South 13° 51' East 65 feet to an iron pipe; thence North 86° 15' West 45 feet to an iron pipe; thence North 13° 51' West 65 feet to the point of beginning.
>
> TOGETHER WITH the buildings and improvements thereon and all roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

That this Deed has no stamps. That said Deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 505, folio 228 and a Certified copy

thereof is filed herewith marked "Complainant's Exhibit No. 1" and is prayed to be taken as part hereof. That James Damaron Daneker, III is a baby and is the son of the Plaintiff, James Damaron Daneker, and his wife, Mary Elizabeth Daneker. That said Deed was obviously made in an effort by the Defendant, Albert E. Irving and his wife, Edna R. Irving, to defeat the rights of the Plaintiff. That just prior to the institution of this suit on December 15, 1948 the Solicitors for the Plaintiff and the then Solicitor for the Defendant, Albert E. Irving, were engaged in a bona fide effort to amicably adjust the differences between the parties to this suit, but before the matter could be brought to a conclusion, the Solicitor for the Defendant, Albert E. Irving, informed the Solicitors for the Plaintiff that Albert E. Irving had retained present counsel.

7. That unless this Honorable Court intervenes and compells the Defendant, Albert E. Irving, to convey the said land to the Plaintiff and his wife, the said Mary Elizabeth Daneker, as promised, the Plaintiff and his said wife will suffer irreparable damage as there is no adequate remedy in a Court of law.

TO THE END, THEREFORE:

(a) That this Honorable Court compell the Defendant, Albert E. Irving, to convey to the Plaintiff, James Damaron Daneker and his wife, Mary Elizabeth Daneker, the property described in this Bill of Complaint.

(b) That this Honorable Court grant an injunction restraining the said Defendant, Albert E. Irving, from conveying the said property to anyone else.

(c) That this Honorable Court award to the Plaintiff and his wife, Mary Elizabeth Daneker, such other and furtherrelief as the circumstances of this case may entitled them to.

AND, AS IN DUTY BOUND, ETC.

James Damaron Daneker
James Damaron Daneker - Plaintiff

Ginsberg & Ginsberg
914~~0~~917 Garrett bldg.
Baltimore 2, Maryland

David P. Bernstein
David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 14th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JAMES DAMARON DANEKER, Plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Helen M. Hobner
Notary Public

Service of copy of this Amended Bill of Complaint made on Albert E. Irving, one of the Defendants, by mailing same to William J. Boehm, Solicitor 160 South Street, Annapolis, Maryland, this 15 day of July, 1949 and service of copy made on Mary Elizabeth Daneker, another of the Defendants, by mailing same to Henry Zeller, guardian ad litem, Court House, Circuit Court for Anne Arundel County, Annapolis, Maryland, this 15th day of July, 1949.

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

(NO STAMPS)

THIS DEED, made this 14th day of December, in the year nineteen-hundred and forty-eight, by and between ALBERT E. IRVING and EDNA R. IRVING, his wife, parties of the first part; and MARY IRVING DANEKER and JAMES DAMERON DANEKER,III, parties of the second part; all parties of Anne Arundel County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Ten Dollars, and other good and valuable causes and considerations thereunto moving from the parties of the second part unto the parties of the first part, receipt whereof is hereby acknowledged, the said parties of the first part have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey, and confirm, unto the parties of the second part in the following manner; to Mary Irving Daneker for the term of her natural life with remainder over to her son, James Dameron Daneker, III, his heirs and assigns forever; all that tract or parcel of land situated and being in the Second Election District of Anne Arundel County, near Waterbury and being described as follows: That is to say-

Filed July 16, 1949.

BEGINNING for the same at an iron pipe at the foot of a Cherry tree on the South 86° 51' East 363 foot line of the Irving tract as surveyed by Edward Hall, Jr., Surveyor, February 1925, and thence with the following courses and distances: South 13° 15' East 35 feet to a stake, thence South 86° 15' East 46 feet to an iron pipe, said pipe being the beginning of said lot hereby intended to be conveyed; continuing same course: South 86° 15' East 45 feet to a stake on the east side of said lot, thence South 13° 51' East 65 feet to an iron pipe; thence North 86° 15' West 45 feet to an iron pipe; thence North 13° 51' West 65 feet to the point of beginning.

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

Exhibit # 5 with testimony JDS

16

TO HAVE AND TO HOLD ALL AND SINGULAR THE ABOVE GRANTED premises together with the appurtenances and every part thereof, unto the said Mary Irving Daneker, and her assigns, for and during the natural life of said Mary Irving Daneker, and upon her death then unto the said James Dameron Daneker, III, his heirs and assigns, forever.

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

WITNESS the hands and seals of the above named grantors:

TEST: Albert E. Irving (SEAL)

William J. Boehm EDNA R. IRVING (SEAL)

(as to both)

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 14th day of December, 1948, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Albert E. Irving and Edne R. Irving, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act and Deed.

WITNESS my hand and Seal Notarial.

(notarial Seal) William J. Boehm, Notary Public.

Recorded 17th-Dec.-1948-at-10:00-A.M.

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 505, folio 228; one of the Land Record Books for Anne Arundel County.

IN WITNESS WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County. this 7th day of July, A. D. 1949.

John H. Hopkins, 3rd.
CLERK.

JAMES DAMARON DANEKER		IN THE
vs.	:	CIRCUIT COURT FOR ANNE
ALBERT E. IRVING	:	ARUNDEL COUNTY
and	:	
MARY ELIZABETH DANEKER	:	In Equity 9596

* * * * * * * * *

ANSWER TO THE AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of the defendant, Albert E. Irving, by William J. Boehm, his attorney, to the Bill of Complaint in this cause, respectfully shows:

1. That he neither admits nor deny the allegations contained in paragraph one of said Bill of Complaint.

2. That he emphatically denies the allegations contained in paragraph two of the said Bill of Complaint, but in answer thereto shows-

a. That he, the said Albert E.Irving and his wife did promise to devise unto each of their children, an equal one-third of their real property upon the death of the defendant and his wife.

b. That Mary Elizabeth Daneker is one of their three children to whom such promise was made.

3. That your defendant, Albert E. Irving, answering paragraph three shows:

a. That the defendant emphatically denies so much of the allegations as relates to any agreement by the said defendant with said plaintiff.

b. That the defendant is not aware of the facts, and neither admits nor denies the allegations in reference to expenditures for materials and labor, and further shows that he, Albert E Irving did expend approximately fifteen hundred dollars ($1500.00) on behalf of the construction of building for which he has not been compensated in any manner.

c. That the defendant neither admits nors denies any allegation as to the location of said building.

Filed Aug. 1st. 1949

d. That the defendant admits he did see the building under construction as he supervised, directed and assisted in the planning and its construction and furnished all electricity, water and tools utilized in said construction with little or no assistance from said plaintiff.

e. The defendant admits that he advised and gave aid to the plaintiff in the construction of said building.

f. The defendant admits that he purchased materials and supplies for the use in construction of said house and further answers thereto that it was necessary inasmuch the said plaintiff had little, if any conception or knowledge as to the requirement of materials necessary to construct said house and further answers that payment for said purchases were made by Mary Elizabeth Daneker from her checking account at the Annapolis Banking and Trust Company at Annapolis, Maryland.

g. That the defendant emphatically denies the allegations in regard to the construction of said house by the plaintiff with minimum of help of the defendant and further shows that the plaintiff had little or no knowledge at all in the construction of any type building and that said house is still not completed and that no work has been attempted by said plaintiff since the defendant has been unable to advise and personally supervise the necessary work to complete said house.

h. The defendant neither admits nor denies the allegations made in reference to furniture furnished in said house and further shows in answer thereto, that he, Albert E. Irving, has not in any way, used or occupied, or obtained any comfort or benefit of either the house or the furnishings in said house, directly or indirectly nor has he deprived the plaintiff or his wife, the right to use and occupy said house or said furnishings.

4. The defendant, Albert E. Irving, answering paragraph number four shows:

a. That the defendant denies so much of paragraph four in

which the plaintiff alleges that the defendant assured the plaintiff of his intention to convey title to any property to said defendant.

b. The defendant, not being acquainted with the facts regarding the expenditures of monies for the items alleged by the plaintiff in said paragraph, can neither admit nor deny such allegations.

c. That the defendant admits that he had no intention to convey title to said property to James Dameron Daneker, plaintiff herein, as alleged, and further shows that he, Albert E. Irving, never had any intention to convey title to any property to the plaintiff at any time.

5. That the defendant, Albert E. Irving, in answering paragraph number five shows:

a. That he admits so much of the allegations that alleged that Mary Elizabeth Daneker was confined to Spring Grove Hospital due to a nervous mental condition but further shows in answer thereto that Mary Elizabeth Daneker was admitted on February 3, 1948, and was paroled on April 18, 1948, and that the mental condition of Mary Elizabeth Deneker was the sole result of malicious conduct and ill treatment of said Mary Elizabeth Daneker by your plaintiff.

b. That the defendant neither admits nor denies the allegations in which the plaintiff alleges an impossibility for the plaintiff to secure any binding agreement with Mary Elizabeth Daneker.

6. The Defendant in answering paragraph number six shows:

a. That he admits the allegation that the Bill of Complaint was filed on December 15, 1948

b. That he admits the allegation that a deed bearing the date December 14, 1948 was executed from Albert E. Irving and Edne R. Irving to Mary Irving Daneker for life with remainder over to James Demeron Daneker III and that said deed was presented for recordation on December 15,1948 and was not accepted due to unpaid 1948 taxes.

c That he denies the allegation that said deed was made in an effort by the Defendant to defeat the rights of the plaintiff

and further shows that present counsel was retained September 1, 1948 to prepare a deed for the Defendant and as time was not of the essence said deed was not executed until the Home Owners Loan mortgage was released on December 10, 1948; and he further shows that present counsel was not engaged in a bona fidi effort to adjust the differences between the parties to this suit at the time alleged or at any time prior thereto.

7. That the defendant neither admits nor denies the allegations of paragraph number seven.

8. Answering generally, the defendant shows that the wife of the plaintiff has been living with the defendant since her marriage and that the plaintiff has lived with the defendant since his discharge from the armed forces until July, 1948; that Mary Elizabeth Daneker, being a thrifty wife, saved considerable money in bank and in government bonds; that the plaintiff never paid or offered to pay to the defendant for any board, labor or services extended by said defendant for the plaintiff's benefit; and that after the plaintiff received his discharge from the service and after viewing considerable real estate, the plaintiff realized that the high costs prevented immediate purchase. The wife of the plaintiff, Mary Elizabeth Daneker, who was anxious to have a home, requested of the defendant permission to build a home on her share of the intended inheritance. The defendant consented and advised Mary Elizabeth Daneker that he could not execute a deed to the property as the same was incumbered with a mortgage to the Home Owners Loan Corporation and that upon release of the said mortgage, a deed to the property will be executed to Mary Elizabeth Daneker. As this arrangement was satisfactory, the defendant with his two sons, Richard Irving and Robert Irving, both of whom were experienced carpenters, and your plaintiff, who knew little nothing at all about the construction of a house, built the house mentioned in these proceedings. In February, 1948, Mary Elizabeth Daneker, was committed to Spring Grove Hospital; the custody of the child was entrusted to your

defendant. Your plaintiff continually sought writs of hebeas corpus at Annapolis and Baltimore City Courts for the sole purpose of embarrassing your defendant. Upon parol from the hospital, Mary Elizabeth Daneker lived with the plaintiff in yours defendant's home until July, 1948, at which time the plaintiff moved to his new home. The plaintiff constantly threaten Mary Elizabeth Daneker with recommitment as well as accusing her of many things which never occurred, even to the extent of threatening to take her home away from her and sell it to persons of negro ancestry. On December 10, 1948, the mortgage was released and on December 14, 1948, at the request of Mary Elizabeth Daneker, the defendant and his wife executed a deed for a life estate in Mary Elizabeth Daneker with remainder over to James Dameron Daneker III. At this time Mary Elizabeth Daneker and James Dameron Daneker III were living alone in the house mentioned in these proceedings; said plaintiff having abandoned said uncompleted house and his wife and child and they being with no fuel, food and money were forced to live upon the charity of her parents.

WHEREFORE, having answered the Bill of Complaint, the defendant pray to be hence dismissed with his costs.

And as in duty bound, etc.

William C. Boehm
Attorney for Defendant

CERTIFICATE

I hereby certify that I mailed a copy of the aforegoing Answer to GInsberg and Ginsberg, 914-917 Garrett Building Baltimore 2 Maryland, Attorney for the plaintiff, this 1 Agust 1949.

William C. Boehm
William C. Boehm
160 South St Annapolis, Md.

JAMES DAMARON DANEKER :
820 Dumbarton Avenue
Baltimore, Maryland

IN THE

vs. :

ALBERT E. IRVING and
EDNA R. IRVING, his wife
Crownsville, Maryland :

CIRCUIT COURT

and

FOR

MARY ELIZABETH DANEKER :
Crownsville, Maryland
(but now in Spring Grove
State Hospital, Catonsville,
Baltimore County, Maryland) :

ANNE ARUNDEL COUNTY

No. 9596 EQUITY.

and

JAMES DAMARON DANEKER, III :
an Infant
Crownsville, Maryland

: : : : :

Filed Aug. 17th 1949

PETITION FOR DECREE PRO CONFESSO AS AGAINST EDNA R. IRVING

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition for a Decree Pro Confesso of James Damaron Daneker, Plaintiff, as against the Defendant, Edna R. Irving, respectfully shows unto your Honor:

1. That Edna R. Irving, one of the Defendants in this cause, has been duly summoned to appear to the Bill of Complaint, but has failed to appear thereto according to the exigency of the writ.

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken pro confesso against said Defendant, Edna R. Irving.

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

ATTORNEYS FOR PLAINTIFF

18

ORDER

The Defendant, Edna R. Irving, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ.

It is thereupon this 17th day of August, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the Plaintiff is entitled to relief in the premises as against said Defendant, Edna R. Irving, and that the Bill of Complaint be and is hereby taken pro confesso against the said Defendant, Edna R. Irving.

But because it does not certainly appear to what relief the Plaintiff is entitled, it is ADJUDGED AND ORDERED that testimony be taken in open Court to support the allegations of the Bill.

Benjamin Michaelson

Filed Aug. 17th 1949.

JAMES DAMARON DANEKER :
820 Dumbarton Avenue
Baltimore, Maryland

vs. :

ALBERT E. IRVING and
EDNA R. IRVING, his wife
Crownsville, Maryland :

and

MARY ELIZABETH DANEKER :
Crownsville, Maryland
(but now in Spring Grove
State Hospital, Catonsville,
Baltimore County, Maryland) :

and

JAMES DAMARON DANEKER, III :
an infant
Crownsville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9596 EQUITY.

: : : : :

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

Filed Aug. 17" 1949.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Plaintiff in this cause respectfully represents unto your Honor:

1st. That James Damaron Daneker, III, Infant Defendant in this cause has been duly summoned.

2nd. That said Infant Defendant has no legal guardian.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendant, and suggest that J. Henry Zeller, who has no interest whatever in this suit, be appointed Guardian ad Litem.

AND, AS IN DUTY BOUND, &c.,

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

19

ORDER

ORDERED, by the Circuit Court of Anne Arundel County on this 17th day of August, 1949, upon the foregoing Petition that J. Henry Zeller be and he is hereby appointed Guardian ad Litem for the Infant Defendant named in the aforegoing petition and he is hereby directed to appear and file his answer in his behalf.

Benjamin Michaelson
Judge

Filed Aug. 17th 1949

JAMES DAMARON DANEKER :
820 Dumbarton Avenue
Baltimore, Maryland

vs. :

ALBERT E. IRVING and
EDNA R. IRVING, his wife
Crownsville, Maryland :

and

MARY ELIZABETH DANEKER :
Crownsville, Maryland
(but now in Spring Grove
State Hospital, Catonsville,
Baltimore County, Maryland) :

and

JAMES DAMARON DANEKER, III :
an Infant
Crownsville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

9576 Equity

: : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Mary Elizabeth Daneker, one of the Defendants named in the Bill of Complaint in this Court against her exhibited, by J. Henry Zeller, duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendant cannot admit nor deny the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

AND, AS IN DUTY BOUND, ETC.

Filed Aug. 17, 1949.

J Henry Zeller
J. Henry Zeller - Guardian ad Litem

JAMES DAMARON DANEKER
820 Dumbarton Avenue
Baltimore, Maryland

vs.

ALBERT E. IRVING and
EDNA R. IRVING, his wife
Crownsville, Maryland

and

MARY ELIZABETH DANEKER
Crowsnville, Maryland
(but now in Spring Grove
State Hospital, Catonsville,
Baltimore County, Maryland)

and

JAMES DAMARON DANEKER, III
an Infant
Crownsville, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

95 96 Equity

: : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of James Damaron Daneker, III, the Infant Defendant named in the Bill of Complaint in this Court against him exhibited, by J. Henry Zeller, duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendant, being an Infant under age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submits his rights to the protection of this Honorable Court.

AND, AS IN DUTY BOUND, ETC.

J. Henry Zeller
J. Henry Zeller - Guardian ad Litem

Filed Aug. 17th 1949.

JAMES DAMARON DANEKER	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ALBERT E. IRVING et al	:	ANNE ARUNDEL COUNTY
	:	Equity No. 9596

: : : : :

ORDER FOR SUMMONS FOR WITNESSES

Mr. Clerk:

Please summon the following witnesses to appear in Court on Thursday, September 29, 1949 at 10:00 A.M. to testify for the Plaintiff:

(1) Mrs. Betty Irving
Crownsville, Maryland

(2) Mr. Irving Norton
Crownsville, Maryland

Ginsberg & Ginsberg
914-917 Garrett Bldg.
Baltimore 2, Maryland

SOLICITORS FOR PLAINTIFF

Filed Sept. 23" 1949

ind
N.

TELEPHONE 2684

POST OFFICE BOX 389

LIBER 71 PAGE 43

JOSEPH D. LAZENBY
Real Estate and Insurance
215 MAIN STREET
ANNAPOLIS, MARYLAND

Rec'd J. D. Lazenby Oct. 20/49

October 19, 1949

Judge James Clark
Court House
Annapolis, Maryland

Dear Judge Clark:

At your request, on October 17th I visited the farm of Albert E. Irving near Waterbury in this County for the purpose of appraising it.

The plat of the property furnished me by Mr. Boehm shows it to consist of 23.62 acres over a mile off the General's Highway over a narrow dirt road. There are four or five houses of good appearance and well kept long this road.

The 23.62 acres belonging to Mr. Albert E. Irving are for the most part grown up in brush with the exception of the house site and a few acres of land. I, therefore, feel that an average value of $100.00 per acre is very generous for the land itself.

The original home on the property consists of a frame structure with wide clapboard siding and a small screened porch on the end. The structure is 57 feet long and 18 feet wide. The first floor has a large living room with fireplace, a dining room kitchen and bath and one bedroom. There is furnace heat in the house. The second floor consists of three bedrooms. The house is in good condition and in my opinion is worth $12,000.00.

There is also the garage, a concrete block poultry house and a small barn. The value of the land and improvements outlined above in my opinion is $17,250.00.

On the property too is the brick, partially completed, cottage about 30 by 30 in size which has recently been added and which is the addition that will add the vendible increase to the value of the farm.

The unfinished brick cottage has doubtless cost between $3,000.00 and $3,500.00 so far. However, it will take as much again, probably $3,500.00, to finish and paint it before it is ready for occupancy. In my opinion the property would be increased about $2,500.00 in value due to the addition of the new cottage on the place. My reason for arriving at this figure is that while there is doubtless more value than this in the cottage, the location of the new building detracts from the seclusion of the property and this seclusion is one of its principal advantages. To sell an acre out of the center of the property would certainly depreciate the value of it to this extent.

Filed June 5, 1950

JOSEPH D. LAZENBY
215 MAIN STREET
ANNAPOLIS, MD.

To summarize, it is my opinion that the property before the addition of the new brick cottage was worth $17,250.00 and with the addition of the cottage it is worth $19,750.00.

Very truly yours,

JOSEPH D. LAZENBY

L:H

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JAMES DAMARON DANEKER,	:	
PLAINTIFF.	:	
VS.	:	NO. 9596 EQUITY
ALBERT E. IRVING, and others,	:	
DEFENDANTS.	:	

:::::::

D E C R E E

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

It is, thereupon, this 3rd day of June, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

Filed June 3, 1950

(1) That an equitable lien, in favor of the plaintiff, James Damaron Daneker, and the defendant, Mary Elizabeth Daneker, his wife, for the sum of twenty-five hundred dollars ($2500.00), with interest thereon from this date, be, and the same is hereby, fastened on all that piece or parcel of ground, situate and lying near Waterbury in said Anne Arundel County, which, by deed dated the sixth day of June, 1925, and recorded among the Land Records of said Anne Arundel County in Liber W.N.W., No. 110, folio 184, etc., was granted and conveyed by Elizabeth P. Irving to the said Albert E. Irving, and therein particularly described and referred to as containing twenty-three and sixty-eight one-hundredths acres of land, more or less.

(2) That Hyman Ginsberg and William J. Boehm, Esquires, be, and they are hereby, appointed trustees to collect said sum of twenty-five hundred dollars ($2500.00), with interest as aforesaid, and, in the event the same is not

24

paid within thirty days from this date, to sell said property, or so much thereof as may be necessary, to enforce its payment.

(3) That, before the said Hyman Ginsberg and William J. Boehm proceed to act as such trustees, they shall file with the clerk of this court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this court, or the clerk thereof, in the penalty of twenty-five hundred dollars ($2500.00), if a corporate surety be given, or in double of that amount if personal sureties be given, conditioned, no matter the amount, for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises.

(4) That if said sum of twenty-five hundred dollars ($2500.00), with interest thereon as aforesaid, is not paid within said thirty days, said trustees shall enforce its payment by the sale of the whole, or such part of, said property as may be necessary, and, regardless of how it is collected, shall invest the same under the order or orders of this court, and, after deducting the usual commissions and other proper expenses, shall pay over one-half of the net income derived therefrom to the said James Damaron Daneker, and the other half thereof to the said Mary Elizabeth Daneker, during their joint lives, and, upon the death of either, shall pay over the whole corpus thereof to the survivor, unless said corpus be sooner distributed pursuant to the agreement of the parties or an order of this court.

(5) That, in the event a sale becomes necessary to enforce the payment of said sum, said trustees shall first offer that part of said property which stills belongs to the said Albert E. Irving, and, if the highest bid received there-

for is sufficient to satisfy said lien and the costs and expenses of sale, they shall sell that and nothing more, to the exoneration of the lot conveyed by the said Albert E. Irving and Edna R. Irving, his wife, to the said Mary Elizabeth Daneker, for life, with remainder to the said James Damaron Daneker, III, by deed dated December 14, 1948, and recorded among said Land Records in Liber J.H.H., No. 505, folio 228, etc.; but, if the highest bid for that part of said property which still belongs to the said Albert E. Irving, is not sufficient to satisfy said lien and the costs and expenses of sale, said trustees shall sell the whole of the land described in the deed from the said Elizabeth P. Irving to the said Albert E. Irving dated and recorded as aforesaid, free, clear and discharged of the said conveyance to the said Mary Elizabeth Daneker and James Damaron Daneker, III, dated and recorded as aforesaid.

(6) That any sale by said trustees shall be made after they have given notice for three successive weeks by advertisement inserted 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 the sale by this court; and, as soon as may be convenient after any such sale, said trustees shall return to this court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof, and of the fairness of said sale; and, on obtaining the court's ratification of said sale, and on 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 from 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 invested or distributed under the direction of this court after deducting the costs of this suit and such commissions to said trustees as this court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

(7) That the said Albert E. Irving pay the costs of this case.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JAMES DAMARON DANEKER,	:	
PLAINTIFF.	:	
VS.	:	NO. 9596 EQUITY
ALBERT E. IRVING, and others,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed June 3, 1950

This is a suit for the specific performance of an alleged contract to convey land brought by a husband against his wife's father, said father's wife, his, the plaintiff's, wife, and his infant son under the circumstances hereinafter more particularly detailed.

Albert E. Irving owned a tract of 23.68 acres of land, more or less, situate and lying near Waterbury, this County, improved with a dwelling and some outbuildings. He was married, and he and his wife, Edna R. Irving, had three children. On December 1, 1942, their daughter, Mary Elizabeth, married James Damaron Daneker, the plaintiff. Mr. Daneker was, then, in the military service. Upon his discharge therefrom on October 5, 1945, he came to Mr. Irving's home where his wife and children had been staying. The question of future living quarters came up. Mr. Daneker expressed a desire to build a house. He says that Mr. Irving suggested that he build the house at a certain place and promised to convey him and Mrs. Daneker "one acre - to run from an iron pipe, 208 feet in one direction, and, then, 208 feet in another". He began building the house. Mr. Irving helped a little. Mrs. Daneker became mentally ill and had to be sent to Spring Grove State Hospital on February 3, 1948. She was released therefrom on April 18, 1948, but has been under the

25

care of physicians every since. The young people became estranged. Mr. Daneker left. Some negotiations were had. Mr. and Mrs. Irving, on December 14, 1948, executed a deed whereby they conveyed a lot, forty-five feet by sixty-five feet, on which the partially completed house stood, to Mrs. Daneker, for life, with remainder to James Damaron Daneker, III, her infant son. This deed was not recorded until December 17, 1948, and the plaintiff, not being advised of its execution, did not mention it in his original bill filed December 15, 1948. That matter was, however, taken care of by the filing of an amended bill, and so this suit now stands against Mr. and Mrs. Irving, Mrs. Daneker, and the infant son.

The difficulty I have with decreeing specific performance is that the plaintiff has been unable to establish the alleged contract with any decree of certainty. I have already quoted his version of the description of the land. That is entirely too indefinite and uncertain for a decree to be based thereon. Then, Mr. Irving denies that he ever promised to convey any certain acre of land to Mr. and Mrs. Daneker. He says he told Mr. Daneker that his place would be divided equally amongst his, Mr. Irving's, three children, and that, if he, Mr. Daneker, wished to build a house on Mrs. Daneker's share, it would be all right; and that the deed he and Mrs. Irving executed to Mrs. Daneker and her child was in partial execution of this promise. This version is as equally uncertain and indefinite as Mr. Daneker's. There is nothing to show what part of the whole tract Mrs. Daneker was to get, or how the whole tract was to be divided. There was only one dwelling thereon, and, as this, with a few acres of land around it, is probably worth more than the whole balance of the land, it is very difficult to see how any equitable division of this property could be worked out without the

payment of money to equalize the shares, that is to say, owelty of partition. In any event, no division was worked out, and the court cannot work out one for them.

But, because the court cannot decree specific performance, it does not follow that the plaintiff is without remedy. Mr. Irving certainly permitted him to build a house, and expend considerable money, as well as much labor in so doing; and it would not be equitable to permit him to reap the benefit thereof. That would be unjust enrichment. The deed executed by Mr. and Mrs. Irving to Mrs. Daneker and her child cannot be considered a fulfillment, even in part, of Mr. Irving's promise. Most of the money which went into the house was Mr. Daneker's, and I do not think Mr. Irving has the right to exclude him from all benefit thereof by the simple process of conveying to his mentally ill wife and her infant son a lot which he, Mr. Irving, appears to have arbitrarily laid off, and which is hardly large enough to contain the house which is erected thereon. This deed was executed while negotiations were going on, and, while it purports to bear the date of December 14, 1948, was not recorded until two days after the original bill was filed herein. I hold that this case is controlled by the decision in Chamberlain vs. Preston, 170 Maryland 1, and that Mr. Daneker, having been misled by the promises of Mr. and Mrs. Irving into erecting the house on Mr. Irving's land in the mistaken belief that Mr. and Mrs. Irving intended to convey to him and Mrs. Daneker the land on which said house was erected, together with such other land (not exceeding one acre),lying contiguous thereto as would be necessary for its convenient use and enjoyment, though not entitled to a conveyance, is entitled to compensation for any resulting increase in the value of Mr. Irving's property; and to a lien therefor. This

lien will, of course, run to Mr. and Mrs. Daneker. Mr. Daneker says that the deed was to have been made to both, and she furnished, at least, some of the moneys expended; and Mr. Daneker, at the end of the fifth paragraph of his amended bill, states: "It is the desire of the plaintiff that any relief awarded shall be for the benefit of himself and his said wife".

The amount of the lien just mentioned will not be for the amount of the moneys, and the value of the labor, expended by Mr. and Mrs. Daneker, but for the increase in the vendible value of Mr. Irving's property brought about by the improvements erected thereon. (See Goldberg vs. Ford, 53 Atlantic 2d 665, 667; Warwick vs. Harvey, 158 Maryland 457; McLaughlin vs. Barnum, 31 Maryland 425; Union Hall Association vs. Morrison, 39 Maryland 281; and my own opinion in Dorsey vs. Cumbo - No. 9275 Equity - this court).

The testimony, as originally produced, did not contain anything which would have enabled me to determine this increase, and, with the idea in mind that I would need some expert advice on that, I suggested to counsel that they have some real estate men examine the property and give me their ideas. They suggested that I name the man, and I, with their consent and approval, named Mr. Joseph D. Lazenby, an Annapolis real estate operator and broker. Mr. Lazenby, at my request, examined the property and, subsequently, testified that, in his opinion, Mr. Irving's property was worth seventeen thousand two hundred fifty dollars ($17,250) before the erection of the house in question, and nineteen thousand seven hundred fifty dollars ($19,750) therewith. In other words, he fixed the increase in the vendible value at twenty-five hundred dollars ($2500); and I accept that.

As I have heretofore stated, the lien will run to

Mr. and Mrs. Daneker. They are still husband and wife and will hold it as tenants by the entireties. I will, accordingly, have to appoint a trustee, or trustees, to collect and receive the money and release the property from the lien thereof, if, when and as it is paid, or, in default of such payment, to sell the property. But, regardless of whether the money is paid voluntarily, or its payment enforced by the sale of the property, the trustees will have to hold and invest it and pay one-half of the income derived therefrom to Mr. Daneker and the other half thereof to Mrs. Daneker during their joint lives, and, upon the death of either, pay the whole of the corpus to the survivor, unless it can be sooner distributed by agreement or pursuant to an order of court. (See Masterman vs. Masterman, 129 Maryland 167; Brell vs. Brell, 143 Maryland 443; Whitelock vs. Whitelock, 156 Maryland 115; Collier vs. Collier, 182 Maryland 82; Nicodemus vs. Nicodemus, 186 Maryland 659).

As heretofore shown, Mr. and Mrs. Irving have conveyed a lot, forty-five feet by sixty-five feet, improved by the house in question, to Mrs. Daneker, for life, with remainder to her infant son. This conveyance must, if necessary, give way to the lien fastened on the whole property. However, this court recognizes the right of Mr. and Mrs. Irving to dispose of their property as they choose, provided they, in so doing, do not violate the rights of others. In view of that, and of the covenant of special warranty found in this deed, it would seem proper to direct the trustees named in the decree, if a sale becomes necessary, to first offer the remainder of Mr. Irving's property, and, if the amount bid therefor is sufficient to satisfy said lien and the costs and expenses of sale, to sell that and nothing more. If, however, the highest bid for said remainder is not sufficient

to satisfy said lien, costs and expenses, they shall sell the whole thereof, including the lot conveyed to Mrs. Daneker and her infant son as aforesaid. (See Burger vs. Greif, 55 Maryland 518; Hopper vs. Smyser, 90 Maryland 363).

I feel that I should also caution the trustees not to sell any more of Mr. Irving's property than necessary to satisfy the lien and pay the costs and expenses of sale. If they can divide it and sell a part for sufficient money, they should do so; otherwise they will have to sell the whole.

2 June 1950

James C. Cook
Judge.

JAMES DAMARON DANEKER,

Plaintiff,

vs.

ALBERT E. IRVING and others,

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

In Equity 9596

* * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the defendant, Albert E. Irving, by William J. Boehm, his Solicitor, respectfully shows unto your Honor:

Filed July 11 "1950

1. That on 3rd day of June,1950, a decree was adjudged relative to the issue in the above entitled case.

2. That said decree provided that your petitioner pay the sum of $2500.00 as a equitable lien against his property as more fully stated in reference to said decree.

3. That on June 30,1950, the petitioner deposited a check with said trustees in the amount of said lien and Court costs and requested that said trustees execute a deed on behalf of the Complainants, as the relief granted your complainants in regard to said lien benefitted said Mary Irving as well as the plaintiff and said Mary Irving also retains the benefit of said property, which is inequitable.

4. Upon being advised by said trustees that a deed cannot be executed for the conveyance of said property within the terms of said decree, your petitioner files this petition herein.

5. That your petitioner respectfully prays to this Honorable Court to modify and amend the said decree to the effect that said conveyance from Albert E. Irving and wife to Mary Elizabeth Irving and James Dameron Daneker III by deed dated December 14,1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No.505 folio 228 be stricken and of being of no force and effect in law upon payment by the said Albert E. Irving the said equitable lien and Costs; or in the alternative to have the trustee to execute a deed of conveyance of said property described in the deed from Albert E. Irving and wife to Mary Elizabeth Irving et al, dated December 14, 1948 and recorded in Liber JHH No 505 folio 228

upon payment of the aforesaid lien in full and payment of all Court costs, to the said Albert E. Irving.

Respectfully Submitted,

William J. Boehm
Solicitor for Albert Irving

I hereby certify that I mailed a copy of the above petition to the Law Offices of Ginsberg & Ginsberg, 914 Garrett Bldg, Baltimore Maryland this 11 day July, 1950.

William J. Boehm
Annapolis, Md

Service admitted by Henry Zeller, subject to further order of the Court in the premises, this 11 day july 1950

Henry Zeller
Guardian ad litem

JAMES DAMERON DANEKER	°	IN THE
vs.	°	CIRCUIT COURT FOR
ALBERT E. IRVING	°	ANNE ARUNDEL COUNTY
and	°	
MARY ELIZABETH DANEKER	°	Equity 9596

* * * * * * * *

AMENDED PETITION TO MODIFY

DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The amended petition of the petitioner, Albert E. Irving, by William J. Boehm, his Solicitor, respectfully shows:

1. That a petition was filed herein on July 11 1950, regarding the modification of the decree adjudged June 3,1950.

2. That this amended petition shows that on December 14, 1948, Albert E. Irving executed a deed of conveyance of the lot of ground which is the subject matter of this cause, located in the Second Election District of Anne Arundel County, as described in a deed dated December 14,1948 recorded in liber JHH 505 folio 228, to Mary Elizabeth Daneker for life with remainder over to James Dameron Daneker III under the mistaken belief that your petitioner was doing equity by conveying said property, prior to his death. This conveyance was so made in the belief, on part of the grantor that he was fulfilling his promise, made prior thereto, to his daughter, Mary Elizabeth Daneker, that she was to receive certain real estate upon his death as a share of her inheritance. Said Mary E. Daneker was then living in said unfinished house situated upon the premises; said James Dameron Daneker having deserted said wife and child.

3. That James Dameron Daneker then instituted suit in this Honorable Court praying specific performance be granted on an alleged promise that said Albert E. Irving would grant certain real estate to the said James Dameron Daneker if he and his wife would build a home thereon. The cause came to be heard and after hearing the case, the Chancellor granted an equitable lien for betterments

Filed 24 July, 1950

27

against the property of the said Albert E. Irving, in the amount of $2500.00, in favor of the said James Dameron Daneker and Mary Elizabeth Daneker, in lieu of the specific performance prayed.

4. It was shown to the Court by a witness that the resulting increase of the merchantable value of the property of Albert E. Irving amounted to $2500.00 and that it would take an equal amount of money or more to complete the entire house suitable for occupancy. At the present time said house is not completed and exposed to the elements and depreciating rapidly causing irreparable loss and injury.

5. That your petitioner is ready, willing and able, to pay the amount of the equitable lien and costs as decreed, and submits to this Honorable Court, that, in view of the fact that said conveyance to Mary E. Daneker and son was made in consideration of doing equity, when in fact the Court decreed an equitable lien in favor of James Dameron Daneker and Mary E. Daneker, the said Mary E. Daneker benefits from the provisions of the decree of an equitable lien as well as retains the property which was conveyed under the belief that your petitioner was doing equity.

WHEREFORE your petitioner prays unto this Honorable Court that the decree dated 3 June 1950 be modified or supplemented to the effect that the deed dated December 14,1948, from Albert E. Irving to Mary E. Daneker et al. recorded in liber JHH 505 folio 228 of the Anne Arundel County Land Records be declared void and of no effect in law upon payment of the said equitable lien in the amount of $2500.00 and the costs of these proceedings by your petitioner.

Your Petitioner prays that this Court may direct Writs of Summons together with copies of this Petition to be served on Mary E. Daneker and Superintendent of the Spring Grove State Hospital Catonsville, Maryland, and upon James Dameron Daneker III who is now in the custody of his father James Dameron Daneker whose address is 18 Severn Ave, Eastport, Maryland, and after such service, a guardian ad litem be appointed to appear and answer for the said Mary E.Daneker

and James Dameron Daneker III and suggest that _____

_____ who has no interest whatsoever in this suit be appointed guardian ad litem.

AND AS IN DUTY BOUND, etc.

William J. Behm
Solicitor for Petitioner

ORDER OF COURT

LIBER 71 PAGE 60

Filed 28 July, 1950.

It is ORDERED by the Circuit Court for Anne Arundel County sitting in equity on this 28th day of July, 1950, upon the aforegoing petition that the Clerk issue writs of subpoena, together with a copy of this Petition, directed to Mary Elizabeth Daneker ~~and the Superintendent of the Spring Grove State Hospital, Catonsville, Maryland~~, and ~~upon~~ to James Dameron Daneker III, an infant, address 18 Severn Ave Eastport, Maryland, ~~and it is further ORDERED that _____ _____ be and he is hereby appointed guardian ad litem for Mary Elizabeth Daneker and James Dameron Daneker, and he is directed to appear and file his answer in their behalf.~~ requiring them to appear in the court and answer said petition.

Jan Cook
Judge

28

Filed Sept. 26 1950

JAMES DAMERON DANEKER		
vs.	•	IN THE CIRCUIT
ALBERT E. IRVING	•	COURT FOR ANNE ARUNDEL
and	•	COUNTY
MARY ELIZABETH DANEKER.	•	Equity #9596

* * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of of the Defendant, Albert E. Irving, in this cause respectfully shows unto your Honor:

1. That an Amended Petition to Modify Decree was filed on July 28, 1990 in the above entitled case ordering Mary Elizabeth Daneker and James Dameron Daneker III to appear and answer if any cause they may have why said amended petition and the relief prayed should not be granted.

2. That copies of said Petition were duly served upon the Superintendent of Spring Grove Hospital and Mary Eliaabeth Daneker, Catonsville, Maryland, and upon James Dameron Daneker III and upon James Dameron Daneker II father and natural guardian of said child, and that no answer has been filed on their behalf to said proceedings.

3. That said infant, James Dameron Daneker III, and Mary Elizabeth Daneker have no legal guardian.

WHEREFORE your Petitioner prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said Infant James Dameron Danker III and Mary Elizabeth Daneker, and suggest that Osborne Duvall, Attorney, who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

William J. Boehm
William J. Boehm
Solicitor for Petitioner

29

ORDER OF COURT

Filed Sept 27" 1950

ORDERED by the Circuit Court for Anne Arundel County, Maryland, on this 27th day of September 1950, upon the foregoing Petition that Osborne Duvall, Attorney, be and he is hereby appointed Guardian ad Litem for the Infant James Dameron Daneker III and Mary Elizabeth Daneker and that he is hereby directed to appear and file his answer on their behalf.

Benjamin Michaelson
Judge

JAMES DAMERON DANEKER		Equity # 9596
vs.	:	In The Circuit Court For
ALBERT E IRVING	:	Anne Arundel County.
and	:	
MARY ELIZABETH DANEKER	:	

* * * * * *

ANSWER OF GUARDIAN AD LITEM

Filed Sept. 28" 1950

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Mary Elizabeth Daneker and Hames Dameron Daneker the infant Defendant named in the Petition filed in this Court against them exhibited, by Osborne Duvall duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That said Mary Elizabeth Daneker is now confined at Spring Grove State Hospital, Cantonsville, Maryland and James Dameron Daneker, infant is under age of twenty-one years cannot admit nor deny, the allegations set up in said Petition and therefore submit their rights to the protection of the Honorable Court.

And as in duty bound, etc.

Osborne Duvall
Guardian ad Litem

JAMES DAMERON DANEKER	*	IN THE
VS.	*	CIRCUIT COURT
ALBERT E. IRVING	*	FOR
and	*	ANNE ARUNDEL COUNTY
MARY ELIZABETH DANEKER	*	Equity 9596

****

PETITION FOR COUNSEL FEE

Filed 6 Nov., 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David P. Bernstein and Ginsberg and Ginsberg, solicitors for the Plaintiff in the above entitled cause, respectfully shows unto your Honors:

1. That your Petitioners brought the above entitled suit on behalf of the Plaintiff.

2. That this case was turned over to David P. Bernstein who called Ginsberg and Ginsberg into the case.

3. That this case has involved much work, time and effort, and has resulted in the Decree of this Court dated the 3rd day of June, 1950, whereby an equitable lien in favor of the Plaintiff, James Dameron Daneker and the Defendant, Mary Elizabeth Daneker, his wife, for the sum of Twenty-five Hundred Dollars ($2500.00) with interest from that date, was fastened on all of that piece or parcel of ground, situate and lying near Waterbury in said Anne Arundel County, which, by deed dated the 6th day of June, 1925, and recorded amoung the Land Records of Anne Arundel County, Liber WNW, No. 110, Folio 184, etc., was granted and conveyed by Elizabeth P. Irving to Albert E. Irving.

4. That there is pending, at the present time, an amended pe-

32

tition to modify the said Decree to the effect that the deed dated December 14, 1948, from Albert E. Irving, et al, to Mary E. Daneker, et al, recorded in Liber JHH, No. 505, Folio 228 of the Anne Arundel County Land Records, be declared void and of no effect in law upon the payment of the said equitable lien in the amount of Twenty-five Hundred Dollars ($2500.00) and the cost of these proceedings by the Defendant, Albert E. Irving.

5. That Mr. Daneker states that his understanding was that in the event the case was lost, no further fee was to be assessed, but in the event of a successful conclusion to the matter, a further fee in the sum of one-third of Mr. Daneker's share in the amount recovered was to be assessed; that Mr. Daneker states that he could not make any arrangements on behalf of his wife; that Mr. Bernstein states that his impression was that the amount assessed was to be on the basis of one-third of the amount of the successful conclusion, since the suit was brought for the benefit of both Mr. Daneker and his wife and she was joined as a party defendant to protect her interest but that Mr. Bernstein is agreeable to any impression that Mr. Daneker may have had and is willing to abide by that understanding as being their agreement. That the said James Dameron Daneker brought into Mr. Bernstein in several payments, sums which totaled Three Hundred Twenty-five ($325.00) Dollars. That of the sum of Three Hundred Twenty-five ($325.00) Dollars received, One Hundred Twenty-five ($125.00) Dollars was applied to the matter of representation in a divorce proceeding and before the police magistrate, and Two Hundred ($200.00) Dollars was applied as a retainer on account of the within proceedings for consultation, preparation and trial of same; and that in the event of successful conclusion

a further fee was to be assessed as above stated, but that if the case was lost no further fee was to be assessed. Mr. Bernstein had been requested to and did, with the Messers Ginsberg and Ginsberg represent Mr. Daneker in a divorce proceeding which was instituted by Mary Elizabeth Daneker against him after this proceeding, and also another proceeding which had been brought against him before the magistrate at Annapolis and spent much time consulting with the Plaintiff. That the divorce proceeding and the proceeding before the magistrate aforesaid were to be paid for in addition to the proceedings in this case.

6. That Mr. Bernstein brought into Mr. Ginsberg, up to the present time, on account of his services in the three matters referred to in this petition, sums in the amount of One Hundred Sixty-two Dollars and Fifty Cents ($162.50) or one-half of the sums which he had collected.

7. That James Dameron Daneker consents to the filing of this Petition.

Wherefore, your Petitioners respectfully pray that this Honorable Court award them such further fee for services in this cause as this Honorable Court may deem just and reasonable in the premises.

AND AS IN DUTY BOUND, Etc.

David P. Bernstein

David P. Bernstein
7 St. Paul Street
Baltimore 2, Maryland

Robert T. Ginsberg

Ginsberg & Ginsberg
914-917 Garrett Building
Baltimore 2, Maryland

Solicitors for Plaintiff

I hereby consent to the filing of this Petition and the passage of such order as the Court deems proper and reasonable.

James D. Daneker

James Dameron Daneker

James Dameron Daneker,	§	No. 9596 Equity.
	§	In the Circuit Court for
vs.	§	Anne Arundel County.
Albert E. Irving, et al.	§	

On November 6, 1950, Messrs. David P. Bernstein and Ginsberg & Ginsberg, solicitors for James Dameron Daneker, filed their petition for counsel fees. Because of the indisposition of Judge James Clark, who sat in the case, the petition has been referred to me.

The record shows the plaintiff employed the above named solicitors to institute these proceedings seeking the specific performance of a contract. In Judge Clark's opinion he held the contract was too indefinite to be specifically enforced, and by his decree of June 3, 1950, he decreed an equitable lien in favor of James Dameron Daneker and Mary Elizabeth Daneker, his wife, in the sum of $2500.00, with interest from June 3, 1950, against the 23.68 acres described in the deed of Elizabeth P. Irving to Albert E. Irving, dated June 6, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.M. No. 110, folio 184 etc., and he appointed Messrs. Hyman Ginsberg and William J. Boehm, Trustees, to collect the same, with interest, and to "invest the same under the order or orders of this Court, and, after deducting the usual commissions and other proper expenses", the Trustees "shall pay over one-half of the net income derived therefrom to the said James Dameron Daneker, and the other half thereof to the said Mary Elizabeth Daneker, during their joint lives, and, upon the death of either, shall pay over the whole corpus thereof to the survivor, unless said corpus be sooner distributed pursuant to the agreement of the parties or an order of this Court."

The petitioners request that a fee be allowed to them out of the said sum of $2500.00 before the same is turned over to the Trustees. The

Filed 7 Dec., 1950

petition alleges in paragraph 5 "that Mr. Daneker states that he could not make any arrangement on behalf of his wife." Hence, if he could not act for her, he could not bind her for attorney's fees, and, as the petitioners could not represent the plaintiff and at the same time represent one of the defendants, clearly the wife, who is mentally incompetent, is not bound to pay any fee, nor can it be chargeable against a fund belonging to the husband and wife as tenants by the entireties.

James Dameron Daneker and Mary Elizabeth Daneker are husband and wife. She is presently confined at the Spring Grove State Hospital, and because of her mental incapacity can not enter into any binding contract or any agreement to terminate the tenancy by the entireties in the fund of $2500.00.

In Miller's Equity, sec. 564, p. 665, it is said: "When compensation is allowed out of a common fund for expenses incurred and services rendered on behalf of the common interest, it is upon the principle of representation or agency. Such charges are allowed not simply and alone because services have been rendered which have been beneficial to the common interest, but upon the ground that they were rendered by the authority of those having the common interest exercised by the representative, the compensation for which was to be chargeable to the fund protected or recovered." McGraw v. Canton, 74 Md. 554.

The rule is upon the principle that one cannot legally claim compensation for voluntary services to another, however beneficial; there must be a contract of employment. B. & O. v. Brown, 79 Md. 442; Lyon v. Hires, 91 Md. 411, 418; Title Co. v. Burdette, 104 Md. 666, 671-2; Munroe v. Whitaker, 121 Md. 396, 403-4; Barry v. Carroll, 143 Md. 688, 690; Drury v. Donovan, 150 Md. 585, 591.

With this rule in mind and the admission by the plaintiff that he was not attempting to represent his wife, the petition to pay a fee out of the fund of $2500.00 must be dismissed.

Jas. E. Boylan, Jr.
Chief Judge.

For the reasons set forth above, it is this 7th day of December, in the year nineteen hundred and fifty, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the prayer of the petition be, and the same is hereby, denied.

Jas. E. Boylan, Jr.
Chief Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JAMES DAMERON DANEKER, PLAINTIFF.	:	
VS.	:	NO. 9596 EQUITY
ALBERT E. IRVING, and others, DEFENDANTS.	:	

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DECREE MODIFYING DECREE OF JUNE 3, 1950.

Filed 4 Apr., 1951

The amended petition of Albert E. Irving for the modification of the decree of June 3, 1950, coming on for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this fourth day of April, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that this court's decree of June 3, 1950, be, and the same is hereby, modified to the extent: (1) That, if the said Albert E. Irving pays the twenty-five hundred dollars ($2500.00) in said decree mentioned, with interest thereon from June 3, 1950, to the trustees therein mentioned, and the costs of this case, within fifteen days from this date, then the deed from the said Albert E. Irving and Edna R. Irving, his wife, to the said Mary Elizabeth Daneker, for life, with remainder to the said James Dameron Daneker, III, dated December 14, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 505, folio 228, etc., shall, ipso facto, become null and void, and said trustees shall, at the expense of the said Albert E. Irving, reconvey the property in said deed described, to him, to be held by him in the same manner as though said deed had never been made; and (2) that

34

in the event the said Albert E. Irving does not pay said twenty-five hundred dollars ($2500.00) with interest and costs within said fifteen days, and it becomes necessary to enforce the payment thereof, said trustees shall first offer the property described in the said deed from the said Albert E. Irving and Edna R. Irving to the said Mary Elizabeth Daneker, for life, with remainder to the said James Dameron Daneker, III, dated December 14, 1948, as aforesaid, and, if the highest bid received therefor is sufficient to satisfy said lien and the costs and expenses of sale, they shall sell that and nothing more, to the exoneration of the balance of the said Albert E. Irving's said property; but, if the highest bid for the land described in said deed, is not sufficient to satisfy said lien and the costs and expenses of sale, said trustees shall sell the whole of the land described in the deed from the said Elizabeth P. Irving to the said Albert E. Irving dated June 6, 1925, and recorded among said Land Records in Liber W.N.W., No. 110, folio 184, etc., or so much thereof as may be necessary to raise the amount due plus the costs and expenses of sale.

Ian Cort
Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JAMES DAMERON DANEKER, PLAINTIFF.	:	
VS.	:	NO. 9596 EQUITY
ALBERT E. IRVING, and others, DEFENDANTS.	:	

:::::::::

M E M O R A N D U M

This suit was brought for the specific performance of a promise alleged to have been made by Mr. and Mrs. Irving to Mr. and Mrs. Daneker, and acted on by the latter. I was of the opinion that the alleged promise was too indefinite and uncertain to furnish the basis of a decree for specific performance, but that Mr. and Mrs. Daneker, having improved Mr. Irving's property on the faith thereof, were entitled to a lien for betterments in the amount of twenty-five hundred dollars ($2500.00), the increase in the vendible value of the property resulting therefrom. By my decree dated June 3, 1950, I appointed Messrs. Hyman Ginsberg and William J. Boehm trustees to collect this twenty-five hundred dollars ($2500.00), and, as Mr. and Mrs. Irving had by deed dated December 14, 1948, conveyed a part of their property (including the land on which the building partially erected by Mr. and Mrs. Daneker stood) to Mrs. Daneker, for life, with remainder to James Damaron Daneker, III, her infant child, I directed said trustees, in the event a sale became necessary to enforce the payment of said twenty-five hundred dollars ($2500.00), to first offer that part of Mr. Irving's property which still belonged to him, and, if the highest bid received therefrom was sufficient to satisfy said lien and the costs and expenses of sale, to sell that and nothing

35

LIBER 71 PAGE 72

more, to the exoneration of the lot conveyed by Mr. and Mrs. Irving to the said Mary Elizabeth Daneker, for life, with remainder to the said James Dameron Daneker, III, by said deed.

Mr. Irving, now, alleged that said deed of December 14, 1948, was executed by him and Mrs. Irving for the purpose of fulfilling their promise, and, in the belief that by so doing, they were relieving themselves of any further obligation in the premises, so that if he pays said twenty-five hundred dollars ($2500.00) as ordered (which he says he is ready to do), he should, in equity and in conscience, be entitled to a modification of said decree striking down said deed of December 14, 1948, and restoring him to the position he occupied before its execution.

I am of the opinion that Mr. Irving is entitled to the relief he asks. He, I am satisfied, would not have executed the deed of December 14, 1948, if he had not believed that he was thereby relieving himself of any further obligation in the premises. He was, in the view I take of this case, mistaken in that, but, to require him to pay twenty-five hundred dollars ($2500.00) for betterments without restoring to him the land on which the betterments were erected, would not, under the circumstances of this case, be equitable. I think the authorities support his position. (Pomeroy's Equity Jurisprudence, Fifth Edition, § 870a; Williston, Contracts, § 1589; Restatement, Restitution, § 17, 160 and 161). I will modify the decree accordingly. I would, in fact, have taken care of this situation in my original decree if I had been asked. At that time, however, I was of the impression that Mr. and Mrs. Irving wanted the deed to stand, and I, in my opinion, stated that I recognized their right to dispose of their property as they chose, provided they did not thereby violate the rights of others.

4 April 1950

Jan Cecil

Judge.

No. 9596 Equity

BOND

No. 477802

KNOW ALL MEN BY THESE PRESENTS, That, we, William J. Boehm and Hyman Ginsberg, Trustees, as Principal and the Great American Indemnity Company, a body corporate of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Twenty-five hundred dollars ($ 2,500.00), 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, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 16th day of April, 1951.

Filed 7 May, 1951.

WHEREAS, by virtue of a decree of the Circuit Court for Anne Arundel County (Maryland), in Equity No. 9596, in a suit titled " James Demeron Daneker, Plaintiff vs Albert E. Irving et al, Defendants ", dated the 3rd day of June, 1950, the said William J. Boehm and Hyman Ginsberg, Trustees, are authorized and empowered to collect the sum of Twenty-five hundred dollars ($ 2,500.00) with interest, the same being the amount of a lien on the property mentioned in said proceedings, and if the same is not paid, to sell the property mentioned in the proceedings or so much thereof as may be necessary, to enforce the payment of the lien.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden, William J. Boehm and Hyman Ginsberg 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.

32

Signed, Sealed and Delivered in the presence of:

Witness:

Chas E Skipper Jr

William J Boehm (SEAL)
William J. Boehm Trustee

Witness:

Gladys Diacont

Hyman Ginsberg (SEAL)
Hyman Ginsberg Trustee

GREAT AMERICAN INDEMNITY COMPANY OF NEW YORK, a body corporate

GREAT AMERICAN INDEMNITY COMPANY NEW YORK INCORPORATED 1926

Witness:

[illegible]

By

C. Albert Hodges, Jr.
C. Albert Hodges, Jr.
Attorney in Fact

For authority of Attorney in Fact, see case of William H. Groce, Jr., Plaintiff vs Grace Wells, Defendant, No. 10,088 Equity,

Approved this 7 May, 1951.
John H. Hopkins, 3rd, Clerk.

W. B. BARBER Laurel, Maryland	*	
	*	IN THE
vs.	*	
	*	CIRCUIT COURT
ANNA D. HARRISON, widow of T. K. HARRISON 53 Lafayette Avenue Annapolis, Maryland,	*	FOR
THOMAS JOHNSON Laurel, Maryland	*	ANNE ARUNDEL COUNTY
SAMUEL SPRIGGS Laurel, Maryland	*	No. 10,060 Equity
HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife Laurel, Maryland	*	
MORRIS LISANSKY and DAVID LISANSKY 5210 Liberty Heights Avenue Baltimore, Maryland	*	
and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.	*	

* * * * * * * * * * * *

BILL OF COMPLAINT

TO: THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. On or about the 11th day of October, 1948, the Certificate of Tax Sale attached hereto was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County. Said certificate is filed herewith marked Exhibit "A" and is prayed to be takem as a part hereof.

2. The property mentioned in said Certificate No. 807 is described as follows:

(a) Beginning for the same at a stone at the end of the

Filed 11 Oct., 1950.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

8th line of a tract of land called Addition to Huntington Quarter and on the East side of a maple tree and running North 1¼ degrees West, 17½ perches; then running along the public road West, 28 perches; then South 76 degrees West, 7 2/5 perches; then South 17 degrees East, 58 perches; then North 26¼ degrees East, 44 perches to the place of beginning. Containing 6 2/3 acres acres of land, more or less, as surveyed August 5, 1909, by Thomas L. Maclin, Surveyor.

(b) Beginning for the same in the center of a spring, being one of the boundaries of a lot of ground heretofore conveyed by Bruner R. Anderson, single, to Emma H. Duckett and husband and running thence North 42 ½ degrees East, 29 perches to a roadway known as Booker Avenue; thence with said road, North 72 ½ degrees West, 29.3 perches to another roadway known as Collins Avenue; thence on the same South 22 ½ degrees West, 26.9 perches to the line of the Duckett land; thence South 72 ½ degrees East, 20.1 perches to the place of beginning. Containing about 4 acres of land, more or less.

(c) Beginning for the same in the center line of a right of way, 30 feet wide, laid out for the use in common of the lots binding thereon, at a point distant South 61 degrees 15 minutes East, 2613.6 feet from the first line of the lot of ground thirdly described in a deed from George W. Waters and wife to the said Margaret Newell, which deed bears date of July 25th, 1910, and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 387, which right of way is laid out parrallel to and distant South 28 degrees 45 minutes West, 1000 feet from the fifth line of said third lot in the deed above mentioned , and running thence South 28 degrees East 45 minutes West, 1000 feet from the fifth line of said third lot in the deed above mentioned, and running thence South

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

28 degrees 45 minutes West, 1000 feet, thence parallel with the center line of said right of way South 61 degrees 15 minutes East, 620.6 feet, more or less, to intersect the 3rd line of the lot of ground granted by Thomas Claude Welsh to Margaret Newell, which deed bears date of August, 1910, and is recorded among the Land Records of Anne Arundel County, and thence binding on said 3rd line of of said deed from Thomas Claude Welsh to Margaret Newell, North 74 3/4 degrees East, 230 feet, more or less, to a stone, thence South 47 ½ degrees East, 1031 feet to a stone, thence North 28 ½ degrees East, 371 feet to a stone, thence North 3 degrees 45 minutes East, 774 feet and five tenths, more or less, to intersect the center of said right of way first mentioned in this description, and thence binding on the center of said right of way North 61 degrees 15 minutes West, 1479.5 feet, more or less, to the place of beginning.

Being known as lots No. 10, 11, 12 and 13 of the plat of Laurel Heights, recorded in Plat Book No. 2 in the office of the Land Records in the City of Annapolis, Anne Arundel County, Maryland (among the Plat Records of Anne Arundel County).

On October 11, 1948, the date of the Collector's sale, said property was assessed to T. K. Harrison and, according to the Land Records and Equity records of Anne Arundel County, were owned by him on that date. According to the records in the Orphan's Court for Anne Arundel County, the said property was in fact owned by Anna D. Harrison, the widow of T. K. Harrison. By his Last Will and Testament, duly admitted to probate in said Court (Will Book No. R.G.P. 2, folio 337), the said T. K. Harrison devised all of his property, both real and personal, to the said Anna D. Harrison. A certified copy of said will and proceedings is attached hereto marked Exhibit "B" and is prayed to be taken as a part hereof.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3. The property described in paragraph 2 (a) is the identical property described in a deed from Daniel Henson and wife to Thomas Johnson, dated August 14, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 71, folio 284. Said property was sold for unpaid taxes by C. Albert Hodges, County Treasurer, on November 14, 1933, to the County Commissioners of Anne arundel County, as evidenced by a deed from said Treasurer to said body corporate dated October 26, 1938 and recorded among the aforesaid Land Records in Liber F. A. M. No. 191, folio 351. A certified copy of said deed is attached hereto marked Exhibit "C" and is prayed to be taken as a part hereof.

4. The property described in paragraph 2 (b) is the identical property described in a deed from Bruner R. Anderson, single, to Samuel Spriggs, dated June 15, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 69, folio 41. Said property was sold for unpaid taxes by C. Albert Hodges, County Treasurer, on July 28, 1937, to the County Commissioners of Anne Arundel County, as evidenced by a deed from said Treasurer to said body corporate dated October 30, 1937, and recorded among the aforesaid Land records in Liber F.A.M. No. 175, folio 117. A certified copy of said deed is attached hereto marked Exhibit "D" and prayed to be taken as a part hereof.

5. The property described in paragraph 2 (c) is the identical property described in a deed from Margaret Newell to Hyman Friedman and Rebecca Friedman, his wife, dated February 26, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 61, folio 18. Said property was sold for unpaid taxes by C. Albert Hodges, County Treasurer, on July 24, 1934, to the County Commissioners of Anne Arundel County, as evidenced by a deed from said Treasurer to said body corporate dated March 31, 1939, and

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

recorded among the aforesaid Land Records in Liber F.A.M. No. 196, folio 312. A certified copy of said deed is attached hereto marked Exhibit "E" and prayed to be taken as a part hereof. At the time of said tax sale, the property was subject to a mortgage dated February 27, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 67, folio 19 which, by assignment, was held by Morris and David Lisansky.

6. T. K. Harrison, husband of Anna D. Harrison, acquired the above described property from the County Commissioners of Anne Arundel County by items "Third","Fourth", and "Fifth" in a deed November 19, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 230, folio 97. A certified copy of said deed is attached hereto marked Exhibit "F" and prayed to be taken as a part hereof.

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

8. The Plaintiff prays for process directed to the above named Defendants. The last known addresses of the Defendants are as shown in the title of this case.

9 The Plaintiff prays for an Order of Publication directed to all parties in interest in the property.

10. To redeem the property it is necessary for the Defendants to pay the sum of Twenty-three Dollars and Fifty-one Cents ($23.51), with interest from October 11, 1948, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff, and any re-imbursement due

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the Plaintiff under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

11. 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.

William B. Barber
Plaintiff

Carroll H. Albaugh
Solicitor for the Plaintiff
Professional Building
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. B. BARBER, 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 his knowledge and belief.

WITNESS my hand and Notarial Seal.

CARROLL H. ALBAUGH NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Carroll H. Albaugh
Notary Public

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 71 PAGE 81

807

CERTIFICATE OF TAX SALE

No. 10,060 Equity.

I, JOSEPH H. GRISCOM, Jr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to W. B. Barber, Laurel, Md. at public auction for the sum of 24 Dollars and 00 Cents, of which 23.51 Dollars has been paid as a deposit on the property in Dist 4 described as 41.534 Acres situated near Laurel

and assessed to T. R. Harrison

Filed 11 Oct. 1950

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct 1948

JOSEPH H. GRISCOM, Jr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Jr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Stalnaker
Notary Public.

My Commission Expires May 1949

Exhibit

2

EXHIBIT "A"

KNOW ALL MEN BY THESE PRESENTS: that I, Thomas K. Harrison, of Anne Arundel County, State of Maryland, being of sound and disposing mind and capable of executing a valid deed and contract, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all other wills or codicils thereto heretofore by me made.

After the payment of all of my just debts and funeral expenses, I hereby give, devise and bequeath unto my beloved wife, Anna D. Harrison, ~~all of my beloved wife, Anna D. Harrison~~, all of my property, real, personal or mixed, the same to be hers absolutely.

I hereby appoint my said wife to be the executrix of this my Last Will and Testament, and I request that she be excused from the necessity of giving bond.

All of the rest and residue of my property I give, devise and bequeath unto my said wife, to be hers absolutely.

In testimony whereof I have hereunto set my hand and seal this 22nd day of May, 1943.

Thomas K. Harrison (SEAL)
Testator.

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.

Dorothy Bullen

Lina J. Harper

Benjamin Michaelson.

ANNE ARUNDEL COUNTY, SS:

On the 16th day of May, 1946, came Anna D. Harrison and made Oath in due form of law, that she does not know of any Will or Codicil of Thomas K. Harrison late of said County, deceased, other than the above instrument of writing, and that she took the same from the safe deposit box Farmers National Bank. Testator died on the 9th day of May, 1946.

Sworn to before the subscriber,

Clemence C. Burwell Deputy

Register of Wills for
Anne Arundel County.

ANNE ARUNDEL COUNTY, SS: LIBER 71 PAGE 83

On the 16th day of May, 1946 came Benjamin Michaelson and on May 17th, 1946came Dorothy Bullen subscribing witnesses to the aforegoing last Will and Testament of Thomas K. Harrison late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and dispsoing mind, memory and understanding; and that they together with Lina J. Harper subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

Clemence C. Burwell Deputy
Register of Wills for
Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Thomas K. Harrison, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 21st day of May, 1946 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Thomas K. Harrison, deceased.

Owain E. Owens
Judges William B. Elliott
Charles G. Hill

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Thomas K. Harrison *late of said County deceased* together with proof and probate thereof *taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 18th *day of* October *in the year of our Lord, nineteen hundred and* fifty.

R. Glenn Prout
Register of Wills for Anne Arundel County

DOCKET ENTRIES

Administration Docket R.G.P. 242 - folio 21

Estate of Thomas K. Harrison, Died Testate the 9th day of May, 1946.

6626

Attorney Benj. Michaelson	Anna D. Harrison Executrix	Benjamin Michaelson Surety $300.00

1946
May 21 Will, Bond, Petition for letters testamentary Passed by
R.G.P.2,65 Order of Court. Notice to Creditors given.
Certificate of publication filed.

Filed 4 Dec., 1950

1948
June 15

R.G.P.2-446	Inventory real estate Passed by Order of Court	$4800.00
R.G.P.2-447	Inventory personal Estate Passed by Order of Court	$1575.68
R.G.P.3-249	Petition for funeral bill Passed by Order of Court	
R.G.P.3-10	First and Final Account Passed by the Court	1575.68
	Tax on real estate paid	

Exhibit "B"

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Docket Entries Estate of Thomas K. Harrison *late of said County deceased* *taken from* Administration Docket R.G.P. 242 - folio 21 one of the records *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 18th *day of* October *in the year of our Lord, nineteen hundred and* ~~xxx~~ fifty.

Register of Wills for Anne Arundel County

(MD. STATE STAMP 10¢)

THIS DEED, Made this 26th day of October, in the year nineteen hundred and 38 between C. Albert Hodges, late County Treasurer, of Anne Arundel County, of the first part, _nd County Commissioners of A. A. County of the second part.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and 30 and assessed to Thomas Johnson and the said C. Albert Hodges, late County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

Filed 4 Dec., 1938

AND WHEREAS, ON THE 14TH DAY OF November in the year nineteen hundred and 33 the said C. Albert Hodges, late County treasurer as aforesaid, sold said property hereinafter described at public sale to County Commissioners of Anne Arundel County at and for the sum of Twenty-nine dollars, it being then and there the highest offer therefor:

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 24th day of February in the year nineteen hundred and 37 and the said C. Albert Hodges, late County Treasurer, is authorized, by law, to execute this deed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration

Exhibit "C"

of the premises and the sum of Twenty-nine dollrs the said C. Albert Hodges, late County Treasurer, as aforesaid, doth hereby grant and convey unto the said County Commissioners its successors and assigns all that piece or parcel of land, situate, in the Fourth Election District of Anne Arundel County, being 6 2/3 acres of land, more or less.

said lot of land being the identical lot of land which was conveyed to the said Thomas Johnson by Daniel Henson and wife, by deed dated the 14th day of August, 1909, and duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 71, Folio 284. &c.

Together with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the County Commissioners of A. A. County, its successors and assigns forever.

WITNESS MY HAND AND SEAL the day and year first above written.

TEST: C. ALBERT HODGES (SEAL)

LINA JOHNSON LATE TREASURER OF ANNE ARUNDEL COUNTY,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that on this 26th day of October in the year nineteen hundred and thirty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County, and acknowledged the aforegoing to be his act.

(NOTARIAL SEAL) LINA JOHNSON, NOTARY PUBLIC.

RECORDED 28th-Oct-1938-at 3 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing Deed is truly taken and copied from Liber F. A. M. 191, folio 351, 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 13" day of October, 1950.

John H Hopkins 3rd
Clerk.

(Md. State Stamp 10¢)

THIS DEED, Made this 30th day of October, in the year nineteen hundred and 37, between C. Albert Hodges, late County Treasurer of Anne Arundel County, of the first part, and County Commissioners of A. A. County, of the second part.

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and 30 and assessed to Smauel Spriggs, and the said C. Albert Hodges, County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

Filed 4 Dec., 1930

AND WHEREAS, on the 28th day of July, in the year nineteen hundred and 37 the said C. Albert Hodges, County Treasurer as aforesaid, sold said property hereinafter described, at public sale to County Commissioners of Anne Arundel County at and for the sum of Thirty-four dollars, it being then and there the highest offer therefor.

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 17th day of February in the year nineteen hundred and 37 and the said C. Albert Hodges, late County Treasurer, is authorized, by law, to execute this deed.

NOW THEREFORE THIS DEED WITNESSETH; That in consideration of the premises and the sum of Thirty-four dollars, the said C. Albert Hodges, late County Treasurer, as aforesaid, doth hereby grant and convey unto the said County Commissioners of A. A. County

Exhibit "D"

6

its successors or assigns, all that piece or parcel of land, situate in the Fourth Election District of Anne Arundel County, containing 4 acres of land, more or less, said lot of land being the identical lot of land which was conveyed to the said Samuel Spriggs, by Bruner R. Anderson, single, by deed bearing date the 15th day of June, 1923, and duly recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 69, Folio 41 &c.

Together with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the County Commissioners of A. A. County, its successors and assigns forever.

WITNESS MY HAND AND SEAL the day and year first above written.

TEST: C. ALBERT HODGES (SEAL)

LINA JOHNSON. Late Treasurer of Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify that on this 30th day of October in the year nineteen hundred and 27, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County and acknowledged the aforegoing to be his act.

(NOTARIAL SEAL) LINA JOHNSON

NOTARY PUBLIC.

Recorded November 18-1937- 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify that the aforegoing DEED is truly taken and copied from Liber F.A.M. No. 175, folio 117, 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 13" day of October, A. D., 1950.

John H. Hopkins 3rd, Clerk.

Md. State Stamp $.10

THIS DEED, Made this 31st day of March in the year nineteen hundred and 39 between C. Albert Hodges, late Treasurer of Anne Arundel County, of the first part, and County Commissioners of Anne Arundel County of the second part;

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and 30 and assessed to Hyman Freedman and the said C. Albert Hodges, late County Treasurer and Collector, of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

Filed Dec., 1950.

AND WHEREAS, on the 24th day of July in the year nineteen hundred and 34 the said C. Albert Hodges, late County Treasurer as aforesaid, sold said property hereinafter described, at public sale to County Commissioners of Anne Arundel County at and for the sum of One Hundred and thirty-three dollars, it being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 12th day of January in the year nineteen hundred and 38 and the said C. Albert Hodges, late County Treasurer, is authorized by law, to execute this deed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of One Hundred Thirty-three dollars the said C. Albert Hodges, late County Treasurer as aforesaid, doth hereby grant and convey unto the said County Commissioners its successors or assigns, all that piece or parcel of land, situate in the Fourth Election District of Anne Arundel County, being 37.64 acres of land, more or less.

Exhibit "E"

said lot of land being the identical lot of land which was conveyed to the said Hyman Freedman by Margaret Newell by deed bearing date the___ day of___No deed on record --and duly recorded among the Land Records of Anne Arundel County in Liber_____No._____Folio____, &c.,

Together with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the County Commissioners, its successors and assigns forever.

WITNESS MY HAND AND SEAL the day and year first above written.

TEST: C. Albert Hodges (SEAL)

Lina Johnson Late Treasurer of Anne Arundel County

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 31st day of March in the year nineteen hundred and 39, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County and acknowledged the aforegoing to be his act.

(NOTARIAL SEAL) Lina Johnson

Notary Public

Recorded - 17th April, 1939, at 10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 196 folio 312 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 October A.D., 1950.

John H. Hopkins 3rd Clerk

(2)

(INT. REV. STAMPS 55¢) (MD. STATE STAMPS 60¢)

THIS DEED, Made this 29th day of November, 1940, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, Grantor, and T.K. Harrison, party of the second part, Grantee, 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 party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said County Commissioners of Anne Arundel County does hereby grant and convey unto the said T.K. Harrison, his heirs and assigns in fee simple all those lots, pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

Filed 4 dec, 1950

FIRST: All that lot of ground containing ten (10) acres of land, more or less, at Laurel Heights, and being the same property which was conveyed to the above named Grantor by C. Albert Hodges, late Treasurer of Anne Arundel County by deed dated October 17, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 131, folio 319.

SECOND: ALL THAT LOT OF LAND containing 66.61 acres, more or less, Being a part of the same property which was conveyed to the above named Grantor by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated August 24, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 169, folio 314.

THIRD: ALL that lot of ground containing four (4) acres, more or less, and being the same property which was conveyed to the above named Grantor by C. Albert Hodges, late Treasurer of Anne Arundel County by deed dated October 30, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 175, folio 117.

FOURTH: ALL that piece or parcel of land containing six and two-thirds (6 2/3) acres of land, more or less; being the same property which was conveyed to the above named Grantor by C. Albert Hodges, late Treasurer, by deed dated October 26, 1938, and recorded among the

Exhibit "F"

aforesaid Land Records in Liber F.A.M. No. 191, folio 351.

FIFTH: ALL that piece or parcel of ground containing 37.64 acres of land, more or less. Being the same parcel of land which was conveyed to the above named Grantor by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated March 31, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 196, folio 312.

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

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

WITNESS the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and its corporate seal thereof duly affixed and attested by its Clerk.

ATTEST: (CORPORATE SEAL) COUNTY COMMISSIONERS OF ANNE

R. HARRY ARNOLD ARUNDEL COUNTY, a body corporate.

By John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of November, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) LINA JOHNSON, NOTARY PUBLIC

Recorded-November-26-1940-11:50-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 230, folio 97, 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 October A.D., 1950.

John H. Hopkins 3rd Clerk

W. B. BARBER Laurel, Maryland	,	
vs.	,	IN THE
	,	CIRCUIT COURT
ANNA D. HARRISON, widow of T. K. HARRISON 53 Lafayette Avenue Annapolis, Maryland	,	FOR
THOMAS JOHNSON Laurel, Maryland	,	ANNE ARUNDEL COUNTY
SAMUEL SPRIGGS Laurel, Maryland	,	No. 10,060 Equity
HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife Laurel, Maryland	,	
MORRIS LISANSKY and DAVID LISANSKY 5210 Liberty Heights Avenue Baltimore, Maryland	,	
and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.	,	

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 Fourth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the Plaintifff in this proceeding:

A. Beginning for the same at a stone at the end of the 8th line of a tract of land called Addition to Huntington Quarter and on the East side of a maple tree and running North 1¼ degrees West, 17½ perches; then running along the public road West, 28 perches; then South 76 degrees West, 7 2/5 perches; then South 17 degrees East, 58 perches; then North 26¼ degrees East, 44 perches to the place of beginning. Containing 6 2/3 acres of land, more or less, as surveyed August 5, 1909, by Thomas L. Maclin, Surveyor.

B. Beginning for the same in the center of a spring, being one of the boundaries of a lot of ground heretofore conveyed by Bruner R. Anderson, single, to Emma H. Duckett and husband and running thence North 42½ degrees

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

East, 29 perches to a roadway known as Booker Avenue; thence with said road, North 72½ degrees West, 29.5 perches to another roadway known as Collins Avenue; thence on the same South 22½ degrees West, 26.9 perches to the line of the Duckett land; thence South 72½ degrees East, 20.1 perches to the place of beginning. Containing about 4 acres of land, more or less.

C. Beginning for the same in the center line of a right of way, 30 feet wide, laid out for the use in common of the lots binding thereon, at a point distant South 61 degrees 15 minutes East, 2613.6 feet from the first line of the lot of ground thirdly described in a deed from George W. Waters and wife to the said Margaret Newell, which deed bears date of July 25, 1910, and is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 75, folio 387, which right of way is laid out parallel to and distant South 28 degrees 45 minutesWest, 1000 feet from the fifth line of said third lot in the deed above mentioned, and running thence South 28 degrees 45 minutes West, 1000 feet from the fifth line of said third lot in the deed above mentioned, and running thence South 28 degrees 45 minutes West, 1000 feet, thence parallel with the center line of said right of way South 61 degrees 15 minutes East, 620.6 feet, more or less, to intersect the third line of the lot of ground granted by Thomas Claude Welsh to Margaret Newell, North 74¾ degrees East, 230 feet, more or less, to a stone, thence South 47½ degrees East, 1051 feet to a stone, thence North 28½ degrees East, 371 feet to a stone, thence North 5 degrees 45 minutes East, 774 feet and five tenths, more or less, to intersect the center of said right of way first mentioned in this description, and thence binding on the center of said right of way North 61 degrees 15 minutes West, 1479.5 feet, more or less, to the place of beginning.

Being known as lots No. 10, 11, 12 and 13 of the plat of Laurel Heights, recorded in Plat Book No. 2 in the office of the Land Records in the City of Annapolis, Anne Arundel County, Maryland (among the Plat Records of Anne Arundel County).

On October 11, 1948, the date of the Collector's sale, said property was assessed to T. K. Harrison and, according to the Land Records and Equity Records of Anne Arundel County, were owned by him on that date. According to the records in the Orphan's Court for Anne Arundel County,

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the said property was in fact owned by Anna D. Harrison, the widow of T. K. Harrison. By his Last Will and Testament, duly admitted to probate in said Court (Will Book No. R.G.P. 2, folio 337), the said T. K. Harrison devised all of his property, both real and personal, to the said Anna D. Harrison.

The bill states, among other things; that, the property described in (A) was formerly owned by Thomas Johnson, was sold for unpaid taxes by the County Treasurer on November 14th 1933 to the County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant, Anna D. Harrison; that the property described in (B) was formerly owned by Samuel Spriggs, was sold for unpaid taxes by the County Treasureron July 28th 1937 tothe County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant. Anna D. Harrison: that, the property described in (C) was formerly owned by Hyman Friedman and Rebecca Friedman, his wife, was sold for unpaid taxes by the County Treasurer on July 24th 1934 to the County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant, Anna D. Harrison, and that at the time of said tax sale, the property was subject to a mortgage dated February 27, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 19, which was held by Morris and David Lisansky; and that the amounts necessary forredemption have not been paid although more than a year from the date of sale has expired.

It is thereupon, this 5 day of ~~October~~ December, 1950, by the Circuit Court for Anne Arundel County, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 16 day of February, 1951, 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,
Clerk.

CARROLL H. ALBAUGH

LIBER 71 PAGE 96

W. B. BARBER Laurel, Maryland vs ANNA D. HARRISON, widow of T. K. HARRISON 53 Lafayette Avenue Annapolis, Maryland THOMAS JOHNSON Laurel, Maryland SAMUEL SPRIGGS Laurel, Maryland HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife Laurel, Maryland MORRIS LISANSKY and DAVID LISANSKY 5210 Liberty Heights Avenue Baltimore, Maryland and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.		IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,060 Equity

Filed 4 Jan., 1951.

Mr. Clerk:-

Please reissue summons for Morris Lisansky and David Lisansky and direct the same to 3210 Liberty Heights Avenue.

Carroll N. Albaugh
Attorney for the Plaintiff

W. B. BARBER vs. ANNA D. HARRISON, et al		IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,060 Equity

ORDER FOR SUMMONS

Filed 30 Mar., 1951.

Mr. Clerk:

Please reissue summons for Anna D. Harrison.

Carroll N. Albaugh
Attorney for Plaintiff

CARROLL H. ALBAUGH, Atty.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,060 Eq

W. B. BARBER, Laurel, Maryland
Vs.
ANNA D. HARRISON, widow of T. K. HARRISON, 53 Lafayette Avenue, Annapolis, Maryland.
THOMAS JOHNSON, Laurel, Maryland.
SAMUEL SPRIGGS, Laurel, Maryland.
HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife, Laurel, Maryland.
MORRIS LISANSKY and DAVID LISANSKY, 5210 Liberty Heights Avenue, Baltimore, Maryland, and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.

ORDER OF PUBLICATION

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following property, situate in the Fourth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the Plaintiff in this proceeding:

A. Beginning for the same at a stone at the end of the 8th line of a tract of land called Addition to Huntington Quarter and on the East side of a maple tree and running North 1¼ degrees West, 17½ perches; thence running along the public road West, 28 perches; thence South 76 degrees West, 7 2/5 perches; thence South 17 degrees East, 58 perches; thence North 26¼ degrees East, 44 perches to the place of beginning. Containing 6 2/3 acres of land, more or less, as surveyed August 5, 1909, by Thomas L. Maclin, Surveyor.

B. Beginning for the same in the center of a spring, being one of the boundaries of a lot of ground heretofore conveyed by Bruner R. Anderson, single, to Emma H. Duckett and husband and running thence North 42½ degrees East, 29 perches to a roadway known as Booker Avenue; thence with said road, North 72½ degrees West, 29.3 perches to another roadway as Collins Avenue; thence on the same South 22½ degrees West, 25.9 perches to the line of the Duckett land; thence South 72½ degrees East, 20.1 perches to the place of beginning. Containing about 4 acres of land, more or less.

C. Beginning for the same in the center line of a right of way, 30 feet wide, laid out for the use in common of the lots binding thereon, at a point distant South 61 degrees 15 minutes East, 2613.6 feet from the first line of the lot of ground thirdly described in a deed from George W. Waters and wife to the said Margerot Newell, which deed bears date of July 25, 1910, and is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75, folio 387, which right of way is laid out parallel to and distant South 28 degrees 45 minutes West, 1000 feet from the fifth line of said third lot in the deed above mentioned, and running thence South 28 degrees 45 minutes West, 1000 feet from the fifth line of said third lot in the deed above mentioned, and running thence South 28 degrees 45 minutes West, 1000 feet, thence parallel with the center line of said right of way South 61 degrees 15 minutes East, 620.6 feet, more or less, to intersect the third line of the lot of ground granted by Thomas Claude Welsh to Margaret Newell, North 74¾ degrees East, 230 feet, more or less, to a stone, thence South 47½ degrees East, 1031 feet to a stone, thence North 28½ degrees East, 371 feet to a stone, thence North 3 degrees 45 minutes East, 744 feet and five tenths, more or less, to intersect the center of said right of way first mentioned in this description, and thence binding on the center of said right of way North 61 degrees 15 minutes West, 1479.5 feet, more or less, to the place of beginning.

Being known as lots No. 10, 11, 12 and 13 of the plat of Laurel Heights, recorded in Plat Book No. 2 in the office of the Land Records in the City of Annapolis, Anne Arundel County, Maryland (among the Plat Records of Anne Arundel County).

On October 11, 1948, the date of the Collector's sale, said property was assessed to T. K. Harrison and, according to the Land Records and Equity Records of Anne Arundel County, were owned by him on that date. According to the records in the Orphan's Court for Anne Arundel County, the said property was in fact owned by Anna D. Harrison, the widow of T. K. Harrison. By his Last Will and Testament, duly admitted to probate in said Court (Will Book No. R. G. P. 2, folio 337), and said T. K. Harrison devised all of his property, both real and personal, to the said Anna D. Harrison.

The bill states, among other things; that, the property described in (A) was formerly owned by Thomas Johnson, was sold for unpaid taxes by the County Treasurer on November 14, 1933 to the County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant, Anna D. Harrison; that the property described in (B) was formerly owned by Samuel Spriggs, was sold for unpaid taxes by the County Treasurer on July 28, 1937 to the County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant, Anna D. Harrison; that, the property described in (C), was formerly owned by Hyman Friedman and Rebecca Friedman, his wife, was sold for unpaid taxes by the County Treasurer on July 24, 1934 to the County Commissioners, and sold by them to T. K. Harrison, husband of the Defendant, Anna D. Harrison, and that at the time of said tax sale, the property was subject to a mortgage dated Feb. 27, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 67, folio 19, which was held by Morris and David Lisansky; and that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon, this 5th day of December, 1950, by the Circuit Court for Anne Arundel County, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 16th day of February, 1951, 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., Clerk.

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

d-28

JOH NH. HOPKINS, 3rd., Clerk.

LIBER 71 PAGE 97

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 17, 1951

We hereby certify that the annexed Order of Publication Eq # 10,060 W. B. Barber was published in

Filed 7 May, 1951

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of January, 1951. The first insertion being made the 7th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

W. B. Barber	:	IN THE
vs.	:	
ANNA D. HARRISON, widow of T.K. HARRISON, THOMAS JOHNSON, SAMUEL SPRIGGS, HYMAN FRIEDMAN, and REBECCA FRIEDMAN, his wife, MORRIS LISAMSKY and DAVID LISAMSKY and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,060 Equity

: : : : : : : : :

DECREE PRO CONFESSO

IT appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in 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 7th day of May, 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 7 May, 1951.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

13

W.B. BARBER *

VS *

ANNA D. HARRISON, widow of T. K. HARRISON *

THOMAS JOHNSON *

SAMUEL SPRIGGS *

HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife *

MORRIS LISANSKY and DAVID LISANSKY *

and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County. *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,060 Equity

* * * * *

Filed 6 June, 1951.

AFFIDAVIT

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

ON THIS 6th day of June, 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 W. B. Barber.

That before filing the Bill of Complaint in this case an examination was made of the land records and 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 Anna D. Harrison, subject to the tax sale proceedings. The records further disclosed that the said Anna D. Harrison's late husband acquired the property from the County Commissioners of Anne Arundel County, who had purchased the property at a prior tax sale.

That an effort was made to locate all possible persons having or claiming to have any interest in said property. Anna D. Harrison was returned Non-Est twice, but she received a copy of the Order of Publication,

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

14

as shown by the returned registery receipt No. 5278, which is attached hereto and prayed to be taken as a part hereof. The Sheriff of Baltimore City, returned Morris Lisansky and David Lisansky "Mortuus Est" and registered letters addressed to them were returned marked deceased. Registered letters sent to the last known addresses of Hyman Friedman, Rebecca Friedman, Thomas Johnson and Samuel Spriggs were returned marked unknown. Said letters are attached hereto and prayed to be taken as a part hereof. In a further effort to locate other addresses for the said Defendants, the affiant checked the record of the United States District Court for Maryland, with particular emphases on the condemnation records.

That the affiant knows of no other address for the parties in interest.

Carroll H. Albaugh
Solicitor for Plaintiff

SUBSCRIBED AND SWORN TO before me the day and year first above written.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

W. B. BARBER	*	
VS	*	
ANNA D. HARRISON, widow of T. K. HARRISON	*	IN THE
THOMAS JOHNSON	*	CIRCUIT COURT
SAMUEL SPRIGGS	*	FOR
HYMAN FRIEDMAN and REBECCA FRIEDMAN, his wife	*	ANNE ARUNDEL COUNTY
MORRIS LISANSKY and DAVID LISANSKY	*	No. 10,060 Equity
and all persons having or claiming to have any interest in the property known as 41.534 acres situated near Laurel, 4th Election District of Anne Arundel County.	*	

* * * *

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 (1947 Supplement),

It is, thereupon, this 6th day of June, 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 11th. day of October, 1948, for the non-payment of taxes be, and the same are hereby, barred and foreclosed.

2. That an absolute and indefeasible title in fee simple, to said property, free and clear of all 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.

Filed 6 June, 1951.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3. That, upon the payment by him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing sebsequent 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

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

#89

EJW:FMB 11/8/49

LIBER 71 PAGE 103

JOSEPH V. PAULONIS 417 W. Pratt Street Baltimore 1, Maryland	:	
FRANK DUTKEVICH, also known as Frank Duker 1934 W. Fayette Street Baltimore 23, Maryland	:	IN THE
vs.		CIRCUIT COURT
JONAS PAULONIS Republic of Lithuania Union of Soviet Socialist Republics	:	FOR
CIPRAS PAULONIS Republic of Lithuania Union of Soviet Socialist Republics	:	ANNE ARUNDEL COUNTY
IZIDORAS PAULONIS Republic of Lithuania Union of Soviet Socialist Republics	:	#9844 In Equity
JULIA ANNA PAULONIS, widow, Pittsburgh, Pennsylvania	:	
ANNA PAULONIS Pittsburgh, Pennsylvania	:	
MARY DAUKSHA RUPERT Jessups, Anne Arundel County, Md.	:	
EMMA DAUKSHA EVANS 301 Fourth Avenue Brooklyn Park, Maryland	:	
ANTHONY DUTKEVICH Milwaukee, Wisconsin	:	
ALEXANDER DUTKEVICH Sheboygan, Wisconsin	:	
CATHERINE DUTKEVICH LESCHINSKY Annapolis Junction Anne Arundel County, Maryland	:	
EVA DUTKEVICH JAKENEVICH Cascade, Wisconsin	:	
AND THE UNKNOWN HEIRS AND NEXT OF KIN of ANTHONY P. PAULONIS, also known as ANTHONY V. PAULIONIS	:	

Filed Nov. 29, 1949.

- - - - - -

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Joseph V. Paulonis, 417 W. Pratt Street, and Frank Dutkevich, also known as Frank Duker, 1934 W. Baltimore Street, Baltimore, Maryland, Complainants, against Jonas

Paulonis, Cipras Paulonis, Izidoras Paulonis, Julia Anna Paulonis, Anna Paulonis, Mary Dauksha Rupert, Emma Dauksha Evans, Anthony Dutkevich, Alexander Dutkevich, Catherine Dutkevich Leschinsky, Eva Dutkevich Jakenevich and the unknown heirs and next of kin of Anthony P. Paulonis, also known as Anthony Paulionis, Defendants. The Complainants, complaining, say:

1. That by virtue of a Deed from Hammond J. Dugan and wife to Victor Radavich, Anthony Paulionis (Paulonis), Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus, Antenas Rulis, Juozas Deltive, as joint tenants, bearing date of January 3rd, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 9, folio 295, Anthony Paulionis (Paulonis) became entitled as a joint tenant to a fee simple interest in the property as is in said Deed described, a certified copy of said Deed being filed with this Bill of Complaint, marked: "Complainants' Exhibit A", and prayed to be taken as a part hereof, as is fully and at large set forth herein.

2. That by virtue of a Deed from Victor Radavich and Antanes Rulis, two of the joint tenants named in the Deed specified in Paragraph 1, to Anthony Paulionis (Paulonis), Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus, and Liudvikas Cepurna, as tenants in common, dated May 31st, 1919, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 18, folio 139, etc., Anthony Paulionis (Paulonis) together with the other grantees in said Deed named became entitled, as tenants in common, to the interest of Victor Radavich and Antanes Rulis who were two of the original joint tenants in the Deed mentioned and filed herewith as "Complainants' Exhibit A", the second mentioned Deed to Anthony Paulionis (Paulonis) and those described as tenants in common being filed herewith, marked: "Complainants' Exhibit B", and prayed to be taken as a part of this Bill of Complaint as is more fully and at large set forth herein.

3. By virtue of a Deed from Liudvikas Cepurna to Motejus Kucinskas dated June 22nd, 1920, and recorded among the Land Records

of Anne Arundel County, in Liber W.N.W. No. 22, folio 125, the grantee in said Deed named became entitled as a tenant in common of the interest of the grantor therein named, he being one of the grantees in the Deed dated May 31st, 1919, filed herewith, marked: "Complainants' Exhibit B". The Deed dated June 22nd, 1920, recorded as aforesaid being filed herewith, marked: "Complainants' Exhibit C", and prayed to be taken as a part of this Bill of Complaint as if fully and at large set forth herein.

4. That by virtue of a Deed from Motejus Kucinskas to Anthony Paulionis (Paulonis), Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus and Juozas Deltuva, dated April 30th, 1927, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 15, folio 293, the grantees in said Deed named became entitled to the interest of Motejus Kucinskas who had acquired the same under the Deed filed herewith, marked: "Complainants' Exhibit C". The Deed from the said Motejus Kucinskas to Anthony Paulionis (Paulonis), et al, being filed herewith, marked: "Complainants' Exhibit D", and prayed to be taken as a part hereof as if fully and at large set forth herein.

5. That by virtue of a Deed from Juozas Deltuva and wife to Anthony Paulionis (Paulonis), Peter Glaveckas, Konstant Matuliauskas and Stasys Butkus, dated May 12th, 1928, and recorded among the Land Records of Anne Arundel County, in Liber F.S.R. No. 33, folio 429, etc., the grantees in said Deed named became entitled, as tenants in common, of all the right, title and interest of the said Juozas Deltuva and wife, in and to the property therein described. A certified copy of the Deed dated May 12th, 1928, being filed with this Bill of Complaint, marked: "Complainants' Exhibit E", and prayed to be taken as a part of this Bill of Complaint as if fully and at large set forth herein.

6. That Anthony V. Paulionis, also known as Anthony P. Paulonis, the grantee named in the Deeds aforesaid, died a resident of Baltimore City on April 17th, 1945, intestate, leaving no children surviving him, but leaving as his known heirs at law and next of kin

Peter Paulionis (Paulonis), Joseph V. Paulionis (Paulonis), Jonas Paulionis (Paulonis), Cipras Paulionis (Paulonis) and Izidoras Paulionis (Paulonis); the last three named were last reported to be alive, residents of the Republic of Lithuania, now a portion of the Union of Soviet Socialist Republics and behind the "Iron Curtain", such that it is impossible for your Complainants to ascertain their exact addresses, or whether they be living or dead.

7. That Peter Paulionis (Paulonis), Joseph V. Paulionis (Paulonis), Jonas Paulionis (Paulonis), Cipras Paulionis (Paulonis) and Izidoras Paulionis (Paulonis) are the children of Vincas Paulionis (Paulonis). Vincas Paulionis (Paulonis) predeceased Anthony V. Paulionis also known as Anthony P. Paulonis. Vincas Paulionis (Paulonis) and Jurgis Paulionis (Paulonis) were brothers, and together with Viktorija Paulionis Dutkevich, their sister, were the children of Andrius Paulionis (Paulonis), who predeceased Anthony V. Paulionis also known as Anthony P. Paulonis, one of Andrius Paulionis' (Paulonis) sons.

8. Jurgis Paulionis (Paulonis) had two sons, namely: (1) Bolesis Paulionis (Paulonis) who died unmarried on or before the year 1939, and (2) Anthony V. Paulionis also known as Anthony P. Paulonis.

9. Viktorija Paulionis Dutkevich, daughter of Andrius Paulionis (Paulonis) predeceased Anthony V. Paulionis also known as Anthony P. Paulonis, leaving surviving her, Frank Dutkevich also known as Frank Duker, Anthony Dutkevich, Alexander Dutkevich, sons, and Catherine Dutkevich Leschinsky, Eva Dutkevich Jakenevich, daughters, and Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha, who died in the year 1919.

10. That by virtue of the death intestate of Anthony V. Paulionis also known as Anthony P. Paulonis, the parties Complainant and Defendant became each entitled to an undivided interest in the fee simple property acquired by virtue of the Deeds aforesaid by Anthony V. Paulionis also known as Anthony P. Paulonis prior to his death.

11. That all of the parties Defendant herein named are sui juris and are of full legal age, viz: Jonas Paulionis (Paulonis), Cipras Paulionis (Paulonis) and Izidoras Paulionis (Paulonis) are non-residents of the State of Maryland and when last heard from were residents of the Republic of Lithuania, now occupied as a portion of the Union of Soviet Socialist Republics. The other non-residents of the State of Maryland are:

Julia Anna Paulionis (Paulonis), Pittsburgh, Pennsylvania

Anna Paulionis (Paulonis), Pittsburgh, Pennsylvania

Anthony Dutkevich, Milwaukee, Wisconsin

Alexander Dutkevich, Sheboygan, Wisconsin

Eva Dutkevich Jakenevich, Cascade, Wisconsin

The other Defendants reside as follows:

Mary Dauksha Rupert, Jessups, Anne Arundel County, Maryland

Emma Dauksha Evans, 301 Fourth Avenue, Brooklyn Park, Maryland

Catherine Dutkevich Leschinsky, Annapolis Junction, Anne Arundel County, Maryland,

and the unknown heirs and next of kin of Anthony P. Paulonis also known as Anthony V. Paulionis.

12. That the undivided interest of the said Anthony V. Paulionis also known as Anthony P. Paulonis at the time of his death, is not susceptible of division without loss and injury to the parties interested and that it would be to the interest and advantage of all the parties that a sale of the said undivided interest in said property be made.

TO THE END, THEREFORE:

(a) That a decree may be passed for the sale of the undivided interest of the said Anthony V. Paulionis also known as Anthony P. Paulonis in the property, and that a Trustee or Trustees may be appointed to make said sale.

(b) And for such other and further relief as the nature of the case may require.

May it please Your Honors to grant unto your Complainants the writ of subpoena directed to: Mary Dauksha Rupert, Jessups, Anne Arundel County, Maryland; Emma Dauksha Evans, 301 Fourth Avenue,

Brooklyn Park, Maryland; Catherine Dutkevich Leschinsky, Annapolis Junction, Anne Arundel County, Maryland; and that an Order of Publication may be issued against the said non-residents, namely: Jonas Paulionis (Paulonis), Cipras Paulionis (Paulonis) and Izidoras Paulionis (Paulonis), residing in the Republic of Lithuania, Union of Soviet Socialist Republics; Julia Anna Paulionis (Paulonis), widow, and Anna Paulionis (Paulonis), residing in the City of Pittsburgh, State of Pennsylvania; Anthony Dutkevich, Milwaukee, Wisconsin; Alexander Dutkevich, Sheboygan, Wisconsin; Eva Dutkevich Jakenevich, Cascade, Wisconsin; and the unknown heirs and next of kin of Anthony P. Paulonis also known as Anthony V. Paulionis, commanding them and advising them to be and appear in this Honorable Court on some certain day to be named therein, and show cause, if any they may have, why a decree ought not to be passed as prayed.

AND, AS IN DUTY BOUND, ETC.

Edwin J. Wolf
Edwin J. Wolf,
Solicitor for Complainants,
110 E. Lexington St.,PL-7475.

Joseph V. Paulonis
Joseph V. Paulonis, also known as
Joseph V. Paulionis

Frank Dutkiewicz
Frank Dutkevich, also known as
Frank Duker,
Complainants.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of November, 1949, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared JOSEPH V. PAULONIS, also known as JOSEPH V. PAULIONIS, and FRANK DUTKEVICH, also known as FRANK DUKER, the Complainants herein, and they made oath in due form of law that the matters and facts as set forth in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

FINLEY M. BOBBITT NOTARY PUBLIC BALTIMORE CITY

Finley M. Bobbitt
Finley M. Bobbitt, Notary Public

 Complainants' Ex. "A" A

(.50 Rev. Stamp)

THIS DEED, Made this Third day of January, in the year nineteen hundred and nineteen, Witnesseth, that for and in consideration of the sum of four hundred dollars, Hammond J. Dugan and Agnes Markoe Dugan, his wife, do grant and convey unto Victor Radavich, Anthony Paulionis, Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus, Antanas Rulis, Liudvikas Cepurna, Juozas Deltuva, as joint tenants, all that lot of ground situate in Anne Arundel County, and particularly described as follows: Beginning for the same on the northwest side of a road twenty-five feet wide, being the first road laid out southeast of the southeast side of Furnace Creek on the land known as Point Pleasant belonging to Hammond Dugan, at the distance of nine hundred fifteen and six-tenths feet northeasterly from the intersection of the said road with another road twenty-five feet wide, said last mentioned road being the first road laid out northeast of the main road leading to the old wharf on said land and running thence north thirty-nine degrees forty-four minutes east binding on said road twenty-five feet wide one hundred feet, thence north sixty-six degrees sixteen minutes west three hundred and twenty-five feet to the waters of Furnace Creek, thence binding thereon southwesterly one hundred feet to intersect a line drawn north sixty-six degrees sixteen minutes west from the place of beginning, and thence reversing the said line so drawn and bounding thereon south sixty-six degrees sixteen minutes east three hundred and twenty-three feet to the place of beginning.

Filed Nov. 19, 1949.

Together with the buildings and improvements thereon, and with the right of way for ingress and egress in common with all parties over the road as now used to the County Road, and with all other rights and privileges thereto appurtanant.

To Have And To Hold the said lot of ground with improvements thereon and the rights thereto appurtenant unto the said aforenamed grantees as joint tenants, their assigns, the survivor of the said joint tenants and the heirs and assigns of the said survivor, forever in fee simple, subject nevertheless, to the following conditions

Examiner's Exhibit #2

and restrictions:

That no malt or spirituous liquors shall be manufactured or sold upon said described premises, or any business of any kind conducted on the said premises until after January First, 1927; that no bane, glue, poudrette or acid factories shall be erected or constructed thereon, or any other business that shall be deemed a nuisance until after January First, 1927; and that the said tenants, the survivor of them and their assigns shall not sell the above described property to any person of negro extraction; which said conditions and restrictions shall run with the land and any violations thereof may be enjoined and prohibited.

And the said Grantors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurance of the same as may be requisite.

Test: Katherine C. Fisher. Hammond J. Dugan, (SEAL)

Agnes Markoe Dugan, (SEAL)

State of Maryland, County of Baltimore, To Wit:

I HEREBY CERTIFY that Hammond J. Dugan and Agnes Markoe Dugan, his wife, the grantors, appeared on this third day of January, 1919, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, and each acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARY SEAL) Katherine C. Fisher,

Notary Public.

Recorded 6th. Jany. 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 9 folio 295, 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 November, A.D., 1949.

John H. Hopkins 3rd Clerk

(2)

THIS DEED Made this 31st day of May,1919 by Antanas Rulis and Victor Radavich ,

WITNESSETH, that for and in consideration of the sum of five dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, the said Antanas Rulis and Victor Radavich grant and convey unto Anthony Paulionis Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus, Liudvikas Cepurna, and Juozas Deltuva,as joint tenants, all their right, title and interest in and to all that lot of ground situated in Anne Arundel County which, together with the grantees named was acquired by them from Hammond J. Dugan and Agnes Markoe Dugan his wife, by deed dated January 3rd, 1919, and which deed is recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 9, folio 295.

And the said grantors covenant that they will warrant specially the land hereby conveyed in fee simple, and that they will execute such other assurances of the same as may be requisite.

TEST; Witness the hands and seals of the said grantors:

Vincent Bamrus Antanas Rulis (SEAL)

TEST: Victor Radavich (SEAL)

Walter E. Smith as to

State of Illinois , County of Minebago : to wit:

I HEREBY CERTIFY, that Antanas Rulis, the grantor, appeared personally on this 3rd day of June 1919, before me, a Notary Public of the State of Illinois, in and for the County, aforesaid, and he acknowledged the foregoing deed to be his act.

(NOTARY SEAL) Witness My hand and Notarial Seal.

Frank N. Hall, Notary Public

My Commission Expires Jan 3, 1921.

State of Maryland, City of Baltimore, To. Wit;

I HEREBY CERTIFY that Victor Radavich the grantor aforesaid personally on this 10th day of September, 1919, before me, a Notary Public of the State of Maryland, in and for Baltimore City, and he acknowledged the foregoing deed to be his act.

Examiner's Exhibit #3

(NOTARIAL SEAL) Com. Expires May 7, 1920. Witness My Hand and Notarial Seal:

Eassure in date June and word "Sipt" added before execution.

Walter E. Smith, Notary Public

Walter E. Smith, Notary Public

Recorded 4th Oct. 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 18, folio 139, 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 November, A.D., 1949.

John H Hopkins 3rd Clerk

 COMPLAINANTS' EX. "C"

(50¢ Rev. Stamp)

THIS DEED, Made this 22nd. day of June 1920, by Luidvikas Cepurna to Motejus Kucinckas, both of the City of Baltimore and State of Maryland.

WITNESSETH, that for and inconsideration of Five Dollars and other good and valuable considerations, the said Liudvikas Cepurna grants and conveys to Motejus Kucinckas all his rights, title and interest as one of the joint tenants in and to all that lot of ground situsted in Anne Arundel County and more particually described in a dedd dated January 3rd. 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 9, folio 295, from Hammond J. Dugan and wife to the said Liudvikas Cepurna and others.

TO HAVE AND TO HOLD the said lot of ground with the improvements thereon unto said Motejus Kucinckas, his heirs and assigns, jointly with the other tenants thereof, in place and stead of the said grantor.

AND the said grantor covenants that he will warrant specially his right, title and interest in the said land, and that he will execute sudh other assurances of the same as may be necessary.

WITNESS the hand and seal of the said grantor:

TEST: Liudvikas Cepurna (SEAL)

Adam S. Gregorius

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that Liudvikas Cepurna, the grantor, appeared on this 22nd. day of June, 1920, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, and he acknowledged the aforegoing deed to be his act.

Adam S. Gregorius

Notary Public.

Recorded 9th. July 1920, at 10 o'clock A.M.

Filed Nov. 29. 1949.

Examiner's Exhibit #4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber No. W.N.W. 22, folio 125, 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 November, A.D., 1949.

John H. Hopkins 3rd Clerk

COMPLAINANTS' EX. #D"

LIBER 71 PAGE 115

THIS DEED Made this 30th day of April, 1927, witnesseth, that for and in consideration of the sum of five dollars, Motejus Kucinckas grants and conveys to Anthony Paulionis, Peter Glaveckas, Konstant Matuliauskas, Stasys Butkus and Juozas Deltuva, as joint tenants, all his right, title and estate, as a joint tenant, in and to all that lot of ground situated in Anne Arundel County and more particularly described in a deed dated January 3rd, 1919, and recorded among the Land Records of the said County in Liber W.N.W. No. 9, folio 295, from Hammond J. Dugan and wife to the said grantees and others, which the said right, title and estate the said grantor has acquired by deed from Liudvikas Cepurna, dated June 22nd, 1920, and recorded among the said Records in Liber W.N.W. No. 22, folio 125.

TO HAVE AND TO HOLD the said lot of ground with improvements thereon and all rights thereto appurtenant unto the said grantees as joint tenants forever in fee simple.

AND the said grantor covenants that he will warrant specially the property hereby conveyed and that he will execute such further assurances of the same as may be requisite.

WITNESS THE HAND AND SEAL OF THE SAID GRANTOR.

TEST: Adam S. Gregorius. Motejus Kucinkas, (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of April, 1927, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Motejus Kucinkas, the grantor, and he acknowledged the foregoing deed to be his act.

Witness my hand and notarial seal:

(NOTARY SEAL) Adam S. Gregorius, Notary Public

Recorded 25 July, 1927 10 A.M.

Filed Nov. 29, 1949.

Examiners Exhibit #6

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 15, folio 293, 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 November, A.D., 1949.

John H. Hopkins 3d Clerk

Com-ainants Ex E.

THIS DEED , Made this 12th day of May, in the year one thousand nine hundred and twenty-eight, by and between Juozas Deltuva and Ona Deltuva of Howard County, in the State of Maryland, of the first part, and Anthony Paulionis,Peter Glaveckas, Konstant Matuliauskas, and Stasys Butkus of Baltimore City, in the State of Maryland, of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable causes and considerations, the actual receipt whereof is hereby acknowledged, the said Juozas Deltuva and Ona Deltuva, his wife, hereby do grant and convey unto the said Anthony Paulionis,Peter Glaveckas, Konstant Matuliauskas, and Stasys Butkus, their heirs and assigns, all their right, title and interest in all that lot of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, to wit:

Filed Nov. 29. 1949.

BEGINNING for the same on the northwest side of a road twenty-five feet wide, being the first road laid out southeast of the southeast side of Furnace Creek on the land known as Point Pleasant belonging to Hammond, and at the distance of nine hundred fifteen and six-tenths feet Northeasterly from the intersection of the said road with another road twenty-five feet wide, said last mentioned road being the first road laid out Northeast of the main road leading to the old wharf on said land, and running thence north thirty-nine degrees forty-four minutes east binding on said road twenty-five feet wide one hundred feet; thence north sixty-six degrees sixteen minutes west three hundred and twenty-five feet to the waters of Furnace Creek; thence binding thereon southwesterly one hundred feet to intersect a line drawn north sixty-six degrees sixteen minutes west from the place of beginning; and thence reversing the said line so drawn and bounding thereon south sixty-six degrees sixteen minutes east three hundred and twenty-three feet to the place of beginning.

FOR title reference see Deed from Hammond J. Dugan and wife to Victor Radavich et al, dated January 3, 1919, and recorded among the

Examiner's Exhibit #6

Land Records of Anne Arundel County in Liber W.N.W. No. 9, folio 295.

TOGETHER with all the buildings and improvements thereon, and with the right of way for ingress and egress in common with others over the said road as now used to the County Road and with all other rights, privileges and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said parties of the second part, their heirs and assigns, in fee simple; subject nevertheless to the following conditions and restrictions; that the said grantees, their heirs and assigns shall not sell the above described property to any person of negro race or extraction, which said conditions and restriction shall run with the land and any violation thereof may be enjoined and prohibited.

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 that they will execute such further assurances of the same as my be requisite.

WITNESS the hands and seals of said Grantors.

TEST: Juozas Deltuva (SEAL)

Stanley J. Yaunsas Ona Deltuva (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 12th day of May, in the year one thousand nine hundred and twenty-eight, before me, the undersigned, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Juozas Deltuva and Ona Deltuva, his wife, and they acknowledged the foregoing Deed to be their free act.

(NOTARIAL SEAL) Stanley J. Yaunasas,

Notary Public

Recorded May 31st, 1928 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.S.R. No. 33, folio 429, 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 November A.D., 194[illegible]

John H. Hopkins 3rd Clerk

EJW:FMB 11/9/49

LIBER 71 PAGE 120

JOSEPH V. PAULONIS, ET AL	:	IN THE
vs.	:	CIRCUIT COURT
JONAS PAULONIS, ET AL	:	FOR
	:	ANNE ARUNDEL COUNTY
	: #9844	In Equity

- - - - -

ORDER OF PUBLICATION

The object of this suit is to procure the sale for partition of the property described in the Bill of Complaint located in Anne Arundel County, State of Maryland.

The Bill recites that Anthony V. Paulionis, also known as Anthony P. Paulonis, by mesne conveyances dated January 3, 1919, May 31, 1919, June 22, 1920, April 30, 1927 and May 12, 1928, the said Anthony V. Paulionis, also known as Anthony P. Paulonis became entitled to an undivided interest in and to the lot of ground and improvements as are in said Deeds described, they being respectively recorded among the Land Records of Anne Arundel County in W.N.W. No. 9, folio 295; W.N.W. No. 18, folio 139; W.N.W. No. 22, folio 125; F.S.R. No. 15, folio 295; and F.S.R. No. 33, folio 429, etc.; certified copies of the Deeds recorded as aforesaid being filed with the Bill of Complaint as a part thereof.

The Bill of Complaint further states that Anthony V. Paulionis, also known as Anthony P. Paulonis, died a resident of Baltimore City on April 17, 1945, intestate, leaving no children surviving him but leaving as his known heirs at law and next of kin, Peter Paulionis (Paulonis), Joseph V. Paulionis (Paulonis), Jonas Paulionis (Paulonis), Cipras Paulionis (Paulonis), and Izidoras Paulionis (Paulonis), children of Vincas Paulionis (Paulonis), who had predeceased Anthony V. Paulionis, also known as Anthony P. Paulonis. Vincas Paulonis had a brother Jurgis and a sister Viktorija Paulonis Dutkevich, all three being the children of Andrius Paulonis who predeceased Anthony F. Paulionis, also known as Anthony P. Paulonis. He, the said Anthony V. Paulionis being one of Andrius Paulonis' sons. Jurgis Paulonis had two sons: Bolesis Paulonis and Anthony V. Paulionis.

Viktorija Paulonis Dutkevich predeceased Anthony V. Paulionis, leaving surviving her Frank Dutkevich also known as Frank Duker, Anthony Dutkevich and Alexander Dutkevich, sons; Catherine Dutkevich Leschinsky and Eva Dutkevich Jakenevich, daughters; and Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha who died in the year 1919.

That by virtue of the death intestate of Anthony V. Paulionis the parties Complainant and Defendant became each entitled to an undivided interest in the fee simple property acquired by virtue of the Deeds aforesaid by Anthony V. Paulionis prior to his death. The interest which Anthony V. Paulionis had at the time of his death being an undivided one in said property which is not susceptible of division without loss and injury to the parties interested and it would be to the interest and advantage of all the parties that a sale of the said undivided interest in said property be made.

7

That Jonas, Cipras and Izidoras Paulonis are non-residents of the State of Maryland and when last heard from were residents of the Republic of Lithuania now occupied as a portion of the Union of Soviet Socialist Republics. The other non-residents of the State of Maryland are: Julia Anna Paulonis and Anna Paulonis of Pittsburgh, Pennsylvania; Anthony Dutkevich, Milwaukee, Wisconsin; Alexander Dutkevich, Sheboygan, Wisconsin; Eva Dutkevich Jakenevich, Cascade, Wisconsin; and the unknown heirs and next of kin of Anthony P. Paulonis, also known as Anthony V. Paulionis. The three remaining Defendants reside in the State of Maryland being: Mary Dauksha Rupert, Jessups, Anne Arundel County; Emma Dauksha Evans, 301 Fourth Avenue, Brooklyn Park; and Catherine Dutkevich Leschinsky, Annapolis Junction, Anne Arundel County, all of full legal age and sui juris.

It is, thereupon, Ordered by the Circuit Court for Anne Arundel County, this 29" day of November, 1949, that the Complainants, Joseph V. Paulonis and Frank Dutkevich, also known as Frank Duker, by causing a copy of this Order to be inserted in some weekly newspaper in Anne Arundel County, once a week in each of four successive weeks before the 31" day of December, 1949, give notice to the absent Defendants, Jonas Paulonis, Cipras Paulonis, Izidoras Paulonis, Julia Anna Paulonis, Anna Paulonis, Anthony Dutkevich, Alexander Dutkevich, Eva Dutkevich Jakenevich and the unknown heirs and next of kin of Anthony P. Paulonis, also known as Anthony V. Paulionis, of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor, on or before the 16" day of January, 1950, and show cause, if any they may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd.
Clerk

11/29/49.
Copy of the within Order of Publication Received
Evening Capital
Per Bernard Weiss

JOSEPH V. PAULONIS, et al	*	IN THE
vs.		CIRCUIT COURT OF
	*	
JONAS PAULONIS, et al		ANNE ARUNDEL COUNTY
	*	in Equity
		Dk.13-489 File 9844
	*	# 9844.

* * * * *

Filed Aug. 31st 1950

Mr. Clerk:

Please re-issue summons for the the following defendants:

MARY DAUKSHA RUPERT, Jessups, A. A. Co., Md.

ELLA DAUKSHA EVANS, 301 Fourth Ave., Brooklyn Park, Md.

CATHERINE DUTKEVICH LESCHINSKY, Annapolis Junction, A. A. Co., Md.

and make the same returnable to the next return day.

Edwin J. Wolf
Attorney for Complainants

JOSEPH V. PAULONIS, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JONAS PAULONIS, et al	:	ANNE ARUNDEL COUNTY
	:	In Equity #9844
	:	Docket 13, Folio 489, File 9844

- - - - - - -

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed April 5, 1950

The Answer of CATHERINE DUTKEVICH LESCHINSKY appearing in proper person to answer the Bill of Complaint heretofore in this Honorable Court against her exhibited. This Respondent, answering, says:

1. Answering said Bill of Complaint she can neither admit nor deny the allegations contained in Paragraphs 1 to 8, both inclusive, except to say that if the certified copies filed with the Bill of Complaint as pleaded by the Complainants, then she accepts the same as being true and correct. Having no direct knowledge of the descendants named in said paragraphs, she cannot admit or deny the same, except that she is Catherine Dutkevich Leschinsky, a daughter of Victorija Paulonis Dutkevich and Frank Dutkevich, together with Anthony Dutkevich and Alexander Dutkevich who are her brothers, and Eva Dutkevich Jakenevich, her sister, and Mary Dauksha Rupert and Emma Dauksha Evans, her nieces.

2. She submits her interest to the jurisdiction of this Honorable Court and submits to the passage of an Order in the premises that might be right and proper, that a sale of said property may be made and a division of the proceeds of the sale thereof made under the jurisdiction of this Court.

AND, as in duty bound, etc.

Albert J. Goodman
Albert J. Goodman
Solicitor for Respondent
12 Church Circle, Annapolis, Md.

Catherine Dutkevich Leschinsky
Catherine Dutkevich Leschinsky
Respondent

9

JOSEPH V.PAULONIS et al VS. JONAS PAULONIS et al	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Docket 13 fol.489

#9844-

.. ..

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Emma Dauksha Evans appearing in proper person to answer the Bill of Complaint in this Honorable Court against her exhibited. This Respondent, answering, says:

1. That she can neither admit nor deny the allegations contained in Paragraphs 1 to 8, both inclusive, except to say that if the certified copies filed with the Bill of Complaint as pleaded by the Complainants, then she accepts the same as being true and correct.

2. Having no direct knowledge of all the descendants named in said paragraphs, she cannot admit or deny the same, except that she is Emma Evans, born Dauksha, and the daughter of Victorija Dauksha, born Dutkevich, and that her grandmother (the mother of said Victorija Dauksha, born Dutkevich) was Viktorija Dutkevich, born Paulonis, the sister of Anthony V.Paulionis, also known as Anthony P.Paulonis, deceased. That Mary Dauksha Rupert is the sister of this Respondent.

3. That she submits her interest to the jurisdiction of this Honorable Court and submits to the passage of an Order in the premises that might be right and propeer, so that a sale of said property may be made and a division of the proceeds of the sale thereof made under the jurisdiction of this Honorable Court.

AND as in duty bound, etc.

Emma Dauksha Evans
Emma Dauksha Evans
Respondent

Nadas Rastenis
Nadas Rastenis
Solicitor for Respondent
2 E.Lexington Street

Filed April 5 1950

10

Joseph V. Paulonis, et al	)(	No. 9844 Equity
vs.	)(	In the Circuit Court for Anne Arundel County
Jonas Paulonis, et al	)(	

TESTIMONY ON BEHALF OF PLAINTIFFS

April 22, 1950.

Present:

Edwin J. Wolf, Esq.,
Solicitor for Plaintiffs

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES:

Joseph V. Paulonis	Pages 1 to 6
Frank Dutkevich	Pages 7 to 10
Charles L. Pumphrey	Pages 11 to 13

Mr. Clerk:

Please file.

Jno S Strahorn
EXAMINER

Filed May 12" 1950

Joseph V. Paulonis, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. WOLF:

Q. 1 What is your name, address and occupation?

A. Joseph V. Paulonis, 417 West Pratt Street, Baltimore, Maryland.

Q. 2 Do you operate a tavern, Mr. Paulonis?

A. Yes, a tavern business.

Q. 3 How old are you?

A. Sixty-five, I was born in 1885.

Q. 4 Mr. Paulonis, are you one of the parties plaintiff in this case?

A. Yes, I am one of the parties who brought this suit.

Q. 5 Who is Frank Dutkevich?

A. He is my first cousin.

Q. 6 He is the other gentleman who brought this suit with you, is that correct?

A. That's correct.

Q. 7 Where does he live now?

A. 2915 Kingsley Street, Baltimore, Maryland, 23.

Q. 8 Is he sometimes known as Frank Duker, Mr. Paulonis?

A. Yes.

Q. 9 Do you know the defendants in this case?

A. I don't know them personally but I know their names and where they live.

Q. 10 Who are the defendants?

A. Jonas Paulonis, Cipras Paulonis and Izidoras Paulonis are the sons of Vincas Paulonis. Jonas, Cipras and Izidoras are, to my best knowledge, over twenty-one years of age, and when last heard

from were living in the Republic of Lithuania, now in the occupied area of the Union of Soviet Socialist Republics behind the "Iron Curtain" where it is impossible for me to communicate with them. They would be of full legal age if still alive. In addition to the three I have named, my father, Vincas Paulonis, had another son, my brother, Peter Paulonis, who died a resident of Pittsburgh, Pennsylvania, on February 13, 1947. When Peter Paulonis died he left a widow, Julia Ann Paulonis, and a daughter, Anna Paulonis, both of whom are to my knowledge of full legal age.

Q. 11 Do you know any of the other parties to this case?

A. Well, I don't know much about them -

Q. 12 Do you know the family tree, your family tree?

A. Yes, sir. I know the family tree. You start with the common ancestor. The common ancester is my grandfather, Andrius Paulonis, who died long ago and had three children, - Vincas Paulonis, my father; Jurgis Paulonis, my uncle; and Viktorija Paulonis Dutkevich, my aunt. As I have already said Vincas Paulonis died, leaving the parties I have mentioned, and when Jurgis Paulonis died he left surviving him two sons, Anthony V. Paulonis and Bloesis Paulonis. Anthony, who is sometimes known as Anthony P. Paulonis, was my cousin and is the party in whose name the undivided interest in the property was conveyed. Bolesis Paulonis, his brother, died in the year 1939, and Anthony died April 17, 1945. Bolesis Paulonis was unmarried and left no will. Anthony died intestate and left the heirs at law who became entitled to the undivided interest in the fee simple property which was in his name, described in the deeds filed in this proceeding.

Q. 13 Mr. Paulonis, is this a certified copy of the certificate of death of Anthony V. Paulonis?

A. It is.

Certified copy of the Certificate of Death of Anthony V. Paulonis is offered in evidence and filed with the testimony, marked "Plaintiff's Examiner's Exhibit No. 1."

Q. 14. Mr. Paulonis, who was Viktorija Paulonis Dutkevich?
A. She is the mother of Frank Duker who is the co-plaintiff in this case. She was the daughter of Andrius Paulonis and the sister of Jurgis Paulonis and Vincas Paulonis. She was my aunt. She died before Anthony P. Paulonis, leaving surviving her Frank Dutkevich, also known as Frank Duker; Anthony Dutkevich and Alexander Dutkevich, her sons; Catherine Dutkevich Leschinsky and Eva Dutkevich Jakenevich, her daughters; and Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha, who died in the year 1919.
Q. 15 Do you know the addresses of the parties defendant whom you have named.
A. I know them according to the best information furnished me. Jonas, Cipras and Izidoras Paulonis were last heard from in the Republic of Lithuania, now a part of the Union of Soviet Socialist Republics. Julia Anna Paulonis, widow of Peter Paulonis, last resided in Pittsburgh, Pennsylvania, and her daughter, Anna Paulonis, lived in the same City and State. Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha, live in Anne Arundel County. Anthony Dutkevich and Alexander Dutkevich live in Milwaukee and Shaboygan, in the State of Wisconsin, respectively. Catherine Dutkevich Leschinsky lives in Anne Arundel County and Eva Dutkevich Jakenevich lives at Cascade in the State of Wisconsin.
Q. 16 Do you know of any other person or persons who would be entitled to succeed to the interest of Anthony Paulonis in his

property?

A. Not to my knowledge.

Q. 17 Do you know the interests of the respective parties in this property?

A. No, they are tenants in common of Mr. Paulonis' undivided interest.

Q. 18 Are there any mortgages on this property?

A. Not to my knowledge.

Q. 19 Mr. Paulonis, there are five deeds filed in this case by which Mr. Anthony Paulonis got an interest in this Anne Arundel County property.

A. That's right.

Q. 20 You are familiar with the fact that he owned an interest in that property, is that correct?

A. That's correct.

Q. 21 I hand you these five deeds. Are you familiar with the fact that he did get his interest in this property under these deeds?

A. Yes, he bought it and he paid to everybody, and they each deeded an interest as owners of the property.

Q. 22 I hand you the five deeds which are filed herein and marked "Complainants' Exhibits A, B, C, D and E," and ask you if you are familiar with them?

A. No sir, I did not see the deeds before this date but they represent the interest acquired by Anthony V. Paulonis, also known as Anthony P. Paulonis, in the property located in Anne Arundel County, State of Maryland, at a development called "Point Pleasant" on the South shore of Furnace Creek about one mile west of the confluence of Marley and Furnace Creeks.

The deeds referred to as being filed herein as Complain-

ants' Exhibits A, B, C, D, and E, are herewith offered in evidence and filed with the testimony marked, respectively, "Plaintiffs' Examiner's Exhibits No.s 2, 3, 4, 5 and 6,"as follows:

Exhibit No. 2 - Deed from Hammond J. Dugan, et al, to Victor Radavich, et al, dated January 3, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 9 folio 295;

Exhibit No. 3 - Deed from Antanas Rulis,et al, to Anthony Paulionis, et al, dated May 31, 1919, and recorded among the Land Records aforesaid in Liber W. N. W. No. 18 folio 139;

Exhibit No. 4 - Deed from Luidvikas Cepurna to Motejus Kucinckas dated June 22, 1920, and recorded among said Land Records in Liber W. N. W. No. 22 folio 125;

Exhibit No. 5 - Deed from Motejus Kucinckas to Anthony Paulionis, et al, dated April 30, 1927, and recorded among said Land Records in Liber F. S. R. No. 15 folio 293; and

Exhibit No. 6 - Deed from Juozas Deltuva and Ona Deltuva, his wife, to Anthony Paulionis, et al, dated May 12, 1928, and recorded among said Land Records in Liber F.S.R. No. 33 folio 429.

Q. 23 Mr. Paulonis, are there any improvements on this property?

A. Yes sir, there is a dwelling built on piers with a roll roof, electric pump and a well. It is about one story in height.

Q. 24 Is the property which you have thus described susceptible of partition among the parties hereto, according to their respective interests therein, without loss and injury?

A. It is not possible.

Q. 25 Would it be for the best interest and advantage of all the parties hereto, complainants and defendants, to have this property sold and the proceeds divided equally according to their respective interests?

A. Yes sir. Since the death of Anthony P. Paulonis nothing has been received by way of rental on the undivided shares of the respective parties, and expenses have accrued by way of taxes, maintenance and other charges. In my opinion, it would be to the best interest of all that the property be sold and the proceeds thus derived, the monies be divided according to the respective interests. You cannot divide the property without loss.

Q. 26 Mr. Paulonis, do you know whether or not there was any administration of Mr. Anthony P. Paulonis' estate?

A. Yes, his estate was administered in Baltimore, Maryland.

Q. 27 Were all inheritance taxes paid at that time?

A. Yes, to the best of my knowledge.

A certified copy of the Administrator's First and Final Account filed in the Estate of Anthony P. Paulonis is offered in evidence and filed with the testimony, marked "Plaintiffs' Examiner's Exhibit No. 7."

In answer to the General Question, Witness answered: "No, I don't think so."

Joseph Paulonis

Frank Dutkevich, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. WOLF:

Q. 1 What is your name, address and occupation?

A. Frank Dutkevich, 2915 Kingsley Street, Baltimore 23, Maryland.

Q. 2 Mr. Dutkevich, did you at one time live at 1934 West Fayette Street?

A. Yes.

Q. 3 How old are you, Mr. Dutkevich?

A. Sixty-seven

Q. 4 When were you born?

A. March 25, 1883.

Q. 5 Are you one of the parties plaintiff in this case?

A. Yes.

Q. 6 Who is Joseph V. Paulonis?

A. He is my first cousin. He is the co-plaintiff with me in this case, and he lives at 417 West Pratt Street in Baltimore.

Q. 7 Do you know the defendants in this case?

A. I do not know them personally but I know their names and where they live.

Q. 8 Who are the defendants?

A Jonas Paulonis, Cipras Paulonis and Izidoras Paulonis are the sons of Vincas Paulonis. Jonas, Cipras and Izidoras are, to my best knowledge, over twenty-one years of age and when last heard from were living in the Republic of Lithuania, now in the occupied area of the Union of Soviet Socialist Republics behind the "Iron Curtain" where it is impossible for me to communicate with them.

They would be of full legal age if still alive. In addition to the three I have named, - Jonas, Cipras and Izidoras Paulonis, - my mother, Viktorija Paulonis Dutkevich, was the sister of Jurgis and Vincas Paulonis, they being my uncles.

Q. 9 Do you know any of the other parties to this case?

A. Yes, sir. I know the family tree. The common ancestor was Andrius Paulonis, my grandfather, who died long ago and who had three children, namely: Vincas Paulonis, my uncle, Jurgis Paulonis, my uncle, and my mother, Viktorija Paulonis Dutkevich. As I have already said, Vincas Paulonis died leaving the parties I have mentioned, and when Jurgis Paulonis died he left surviving him two children - Anthony V. Paulonis and Bolesis Paulonis. Anthony V. Paulonis, who is sometimes known as Anthony P. Paulonis, was my cousin and is the party in whose name the undivided interest in the property was conveyed. Bolesis Paulonis, his brother, died in the year 1939, and Anthony died April 17, 1945. Bolesis Paulonis was unmarried and left no will. Anthony died intestate, and left the heirs at law who became entitled to the undivided interest in the fee simple property which was in his name, described in the deeds filed in this proceeding.

Q. 10 Who was Viktorija Paulonis Dutkevich?

A. She was my mother. She was the daughter of Andrius Paulonis and the sister of Jurgis and Vincas Paulonis, my uncles. She died before Anthony P. Paulonis, leaving surviving her myself, Frank Dutkevich, also known as Frank Duker; Anthony Dutkevich and Alexander Dutkevish, sons; Catherine Dutkevich Leschinsky and Eva Dutkevich Jakenevich, daughters; and Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha, who died in the year 1919.

Q. 11 Do you know the addresses of the parties defendant whom you have named?

A. I know them according to the best information furnished me. Jonas, Cipras and Izidoras Paulonis were last heard from in the Republic of Lithuania, now a part of the Union of Soviet Socialist Republics. Julia Anna Paulonis, widow of Peter Paulonis, last resided in Pittsburgh, Pennsylvania, and her daughter, Anna Paulonis, lived in the same city and state. Mary Dauksha Rupert and Emma Dauksha Evans, children of Victoria Dutkevich Dauksha, live in Anne Arundel County; Anthony Dutkevich and Alexander Dutkevich live in Milwaukee and Shaboygan, in the State of Wisconsin, respectively; Catherine Dutkevich Leschinsky lives in Anne Arundel County and Eva Dutkevich Jakenevich lives at Cascade in the State of Wisconsin.

Q. 12 Do you know of any other person or persons who would be entitled to succeed to the interest of Anthony Paulonis in this property?

A. Not to my knowledge.

Q. 13 Do you know the interest of the respective parties in this property?

A. No, they are tenants in common in Mr. Paulonis' undivided interest.

Q. 14 Are there any mortgages on this property?

A. Not to my knowledge.

Q. 15 I hand you herewith Complainants Exhibits "A", "B", "C", "D" and "E", and ask you if you are familiar with these deeds?

A. No sir, I did not see the deeds before this date, but they represent the interest acquired by Anthony V. Paulonis, also known as Anthony P. Paulonis, in the property located in Anne Arundel County, State of Maryland, in a development called "Point Pleasant" on the south shore of Furnace Creek about one mile west of the confluence of Marley and Furnace Creeks.

Q. 16 Are there any improvements on that property?

A. Yes sir. There is a dwelling built on piers with a roll roof, electric pump and a well. It is about one story in height.

Q. 17 Is the property which you have thus described susceptible of partition among the parties hereto according to their respective interests therein without loss and injury?

A. No, sir, it is not.

Q. 18 Would it be for the best interest and advantage of all the parties hereto, complainants and defendants, to have this property sold, and the proceeds divided equally according to their respective interests?

A. Yes sir. Since the death of Anthony P. Paulonis, nothing has been received by way of rental on the undivided shares of the respective parties, and expenses have accrued by way of taxes, maintenance and other charges. In my opinion it would be to the best interest of all that the property be sold and from the proceeds thus derived the monies be divided according to the respective interests. You cannot divide the property without loss.

In answer to the General Question, Witness answered: "No, sir."

Frank Dutkiewicz

Charles L. Pumphrey, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

By Mr. Wolf:

Q. 1 What is your name?

A. Charles L. Pumphrey.

Q. 2 Where do you live?

A. Pasadena, Maryland.

Q. 3 In what business are you, Mr. Pumphrey?

A. The real estate business.

Q. 4 How long have you been in the real estate business in the State of Maryland?

A. Thirty years.

Q. 5 You are particularly active in property in Anne Arundel County, are you not?

A. Yes, I do most of my work in Anne Arundel County.

Q. 6 Are you familiar with the values of property and sales made in Anne Arundel County?

A. Yes, I am.

Q. 7 Mr. Pumphrey, at my request did you make an appraisal of what is known as the Paulonis property in the Fifth District of Anne Arundel County?

A. Yes, I appraised that property.

Q. 8 Would you describe its location, utilities, schools, and give the approximate value of the property now?

A. It is located about five miles from Baltimore City limits by way of the Ritchie Highway and the Furnace Branch Road, the Road leading to Point Pleasant. It is located in the development of

Point Pleasant on the south shore of Furnace Creek about one mile westerly from the confluence of Marley Creek and Furnace Creek. As to utilities, it has electricity furnished by the Consolidated Gas & Electric Company of Baltimore City, telephones are available, and in this property bottled gas is used for cooking. School busses for children in the primary, grammar and high schools are operated by the Department of Education of Anne Arundel County.

Q. 9 Can you give a description of the land?

A. The land fronts about a hundred feet, more or less, on Furnace Creek with a depth of three hundred feet to the County Road in the rear. The land is level except for a small portion on the west end of the water front which tapers off gradually to the beach. The average elevation of the remainder is about six or eight feet above tidewater.

Q. 10 What buildings are erected on the place?

A. There is a bungalow on the property of frame construction, German siding exterior, roll roof, built on concrete and brick piers. The interior is partitioned off with sheet rock. Water is supplied by electric pump from a dug well in the rear of the house, the same well having a hand pump for outside use. The dwelling has front and rear porches and is in good physical condition.

Q. 11 Are there any other buildings on the land thus described?

A. Yes. There is a one-car garage and store room of frame construction similar to the dwelling, another one-car garage of the same construction, and a frame outside toilet of the same construction.

Q. 12 What is the condition of the outbuildings?

A. The outbuildings are in fair physical condition.

Q. 13 Mr. Pumphrey, having made an examination of the premises and being familiar with real estate values in the Fifth Election

District of Anne Arundel County, what, in your opinion, is the value of this property and improvements?

A. I consider the fair market value of this property and improvements to be $5,000.00.

Q. 14 Mr. Pumphrey, is this property, in your opinion, susceptible of division in kind among a great number of people?

A. No, it is not susceptible of division.

Q. 15 Can you divide the property without loss to the individual owners?

A. No, sir.

In answer to the General Question, Witness answered: "No, sir."

Charles L. Pumphrey

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 12th day of ~~April~~ May, 1950.

Jno S Strahorn (SEAL)
EXAMINER

BJSS JSS - $8.00
LRJ 15.00 Pd. R.J.

71 PAGE 139

BALTIMORE, Dec. 19th, 1947.

Received for the Use of the State of Maryland

of Estate of Anthony Paulonis

deceased,

the sum of $30.00 Dollars,

and ——— cents, being "a Tax or Duty of Seven and One-half Per Centum" on

$400.00 the amount of certain collateral **Inheritances** passing from the said **Intestate** to certain distributees of the estate of the said deceased; and which are subject to said Tax or Duty for the use of said State, in pursuance of the Maryland Code of Public General Laws, Article 81, Section 104A of the Acts of the General Assembly of Maryland of 1935.

on 1/4 interest in all that lot of ground on the south-east of Furnace Creek, more particularly described in Liber J.S.R. No 33 Folio 429 of the Land Records of Anne Arundel County, Md.

Receipt #A43186
Paid 12/18-1947
7 1/2% on $400.00 — $30.00

Duplicate

2000 John H. Bouse
REGISTER OF WILLS FOR BALTIMORE CITY

232 C. Mehrn Hemsath
Ass't Cashier

PLAINTIFFS' EXAMINER'S EXHIBIT NO. 7

EX. #7

LIBER 71 PAGE 140
M 26729

Price 50 Cents
BALTIMORE CITY HEALTH DEPARTMENT
CERTIFICATE OF DEAT.

Registered No. G 28017

PLAINTIFFS' EXHIBIT NO. 1
filed with testimony

This is a true copy of the record in the Baltimore City Health Department

1. PLACE OF DEATH:
(a) Baltimore City, Maryland
(b) Street address Green & Redwood
(c) Hospital or institution: University Hospital
(d) Length of stay in hospital or inst. (yrs., mos., or days)
(e) Length of stay in Baltimore (yrs., mos., or days)

2. USUAL RESIDENCE OF DECEASED:
(a) State Md. (b) County
(c) City or town Balto. (If outside city or town limits, write RURAL and give town)
(d) Street No. 661 Portland (If rural give location)
(e) Citizen of foreign country? (Yes or No)
If yes, name country

3 (a) FULL NAME Anthony P. Paulonis

3 (b) If veteran, name war
3 (c) Social Security Account No.

4. Sex M
5. Color or race W
6 (a) Single, married, widowed, or divorced. single
6 (b) Name of husband or wife
6 (c) If alive, give age years
7. Birth date of deceased (mo., day, yr.)
8. AGE: Years 61 Months Days If less than one day hr. min.
9. Birthplace Lith. (Town, county, and state)
10. Usual Occupation Tailor
11. Industry or business
FATHER 12. Name ?
13. Birthplace Lith.
MOTHER 14. Maiden Name
15. Birthplace Lith.
16 (a) Informant Joseph Paulonis
(b) Address 417 W. Pratt St.
17 (a) Burial (Burial, cremation, or removal) (b) Date thereof Apr 20/45 (month) (day) (year)
(c) Cemetery or crematory Holy Redeemer
Location Belair Rd.
18 (a) Funeral director Joseph Kasinskas Inc.
(b) Address 602 Washington Blvd.
19 (a) Apr.18/45 (Date rec'd by registrar) (b) Huntington Williams MD Registrar

3747

MEDICAL CERTIFICATION

20. DATE OF DEATH 4/17/45 19 , at 5/33 A M

21. I certify that I took charge of the remains described above, held an Insp. & inq. thereon and from the evidence obtained by said Autopsy, Inspection or Inquiry, find that said deceased came to his death on the day stated above, and death in my opinion resulted from: natural cause ☒ accident ☐, suicide ☐, homicide ☐, undetermined ☐ and that the causes of death were:
Autopsy, Inspection or Inquiry

IMMEDIATE CAUSE OF DEATH
Cerebral Hemorrhage

Due to

Other Conditions
(Include pregnancy within 3 months of death)

22. If an external cause was primary ☐ or contributing ☐ cause of death, fill in the following:
(a) Date of injury at M.
(b) Where did injury occur?
(c) Did injury occur at home, on farm, industrial place, in public place? While at work?
(d) Means of injury

23. Signature John R. Davis M.D. Medical Examiner.
Date signed 4/17/45

as

VS 231
ISSUED BY HUNTINGTON WILLIAMS, M. D. REGISTRAR OF VITAL STATISTICS, PER H. Walter Just 13

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9844 In Equity
JOSEPH V. PAULONIS, ET AL
vs.
JONAS PAULONIS, ET AL
ORDER OF PUBLICATION

The object of this suit is to procure the sale for partition of the property described in the Bill of Complaint located in Anne Arundel County, State of Maryland.

The Bill recites that Anthony V. Paulionis, also known as Anthony P. Paulionis, by mesne conveyances dated January 3, 1919, May 31, 1919, June 22, 1920, April 30, 1927 and May 12, 1928, the said Anthony V. Paulionis, also known as Anthony P. Paulonis became entitled to an undivided interest in and to the lot of ground and improvements as are in said Deeds described, they being respectively recorded among the Land Records of Anne Arundel County in W.N.W. No. 9, folio 295; W.NW No. 18, folio 139; W.N.W. No. 22, folio 125; F.S.R. No. 15, folio 295; and F.S R. No. 33, folio 429, etc.; certified copies of the Deeds recorded as aforesaid being filed with the Bill of Complaint as a part thereof.

The Bill of Complaint further states that Anthony V. Paulionis, also known as Anthony P. Paulonis, died a resident of Baltimore City on April 17, 1945, intestate, leaving no children surviving him but leaving as his known heirs at law and next of kin, Peter Paulionis (Paulonis), Joseph V. Paulionis (Paulonis), Jones Paulionis (Paulonis), Cipras Paulionis (Paulonis), and Izidodas Paulionis (Paulonis), children of Vincas Paulionis (Paulonis), who had predeceased Anthony P. Paulionis, also known as Anthony P. Paulonis. He, the said Anthony V. Paulionis being one of Andrius Paulonis' sons. Jurgis Paulonis had two sons; Boleslis Paulonis and Anthony V. Paulionis.

Viktorja Paulonis Dutkevich predeceased Anthony V. Paulionis, leaving surviving her Frank Dutkevich also known as Frank Duker, Anthony Dutkevich and Alexander Dutkevich, sons; Catherine Dutkevich Leschinsky and Eva Dutkevich Jakenevich, daughters; and Mary Dauksha Rupert and Emma Dauksha' Evans, children of Victoria Dutkovich Dauksha who died in the year 1919.

That by virtue of the death intestate of Anthony V. Paulionis the parties Complainant and Defendant became each entitled to an undivided interest in the fee simple property acquired by virtue of the Deeds aforesaid by Anthony V. Paulionis prior to his death. The interest which Anthony V. Paulionis had at the time of his death being an undivided one in said property which is not susceptible of division without loss and injury to the parties interested and it would be to the interest and advantage of all the parties that a sale of the said undivided interest in said property be made.

That Jonas, Cipras and Izidoras Paulionis are non-residents of the State of Maryland and when last heard from were residents of the Republic of Lithuania now occupied as a portion of the Union of Soviet Socialist Republics. The other non-residents of the State of Maryland are: Julia Anna Paulonis and Anna Paulonis of Pittsburg, Pennsylvania; Anthony Dutkevich, Milwaukee, Wisconsin; Alexander Dutkevich, Sheboygan, Wisconsin; Eva Dutkevich Jakenevich, Cascade, Wisconsin; and the unknown heirs and next of kin of Anthony P. Poulonis, also known as Anthony V. Paulionis. The three remaining Defendants reside in the State of Maryland, Being: Mary Dauksha Rupert, Jessups, Anne Arundel County; Emma Dauksha Evans, 301 Fourth Avenue, Brooklyn Park; and Catherine Dutkevich Leschinsky, Annapolis Junction, Anne Arundel County, all of full legal age and sui juris.

It is, thereupon, Ordered by the Circuit Court for Anne Arundel County, this 29th day of November, 1949, that the Complainants, Joseph V. Paulonis and Frank Dutkevich, also known as Frank Duker, by causing a copy of this Order to be inserted in some weekly newspaper in Anne Arundel County, once a week in each of four successive weeks before the 31st day of December, 1949, give notice to the absent Defendants, Jonas Paulonis, Copras Paulonis, Izidorus Paulonis, Julia Anna Paulonis, Anna Paulonis, Anthony Dutkevich, Alexander Dutkevich, Eva Dutkevich Jakenevich and the unknown heirs and next of kin of Anthony P. Paulonis, also known as Anthony V. Paulionis, of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor, on or before the 16th day of January, 1950, and show cause, if any they may have, why a decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd Clerk.
True Copy Test:
JOHN H. HOPKINS, 3rd Clerk

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

LIBER 71 PAGE 141

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1949

We hereby certify, that the annexed

Order of Publication

Joseph V. Paulonis

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 31st day of December, 1949 The first insertion being made the 1st day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed May 22, 1950

JOSEPH V. PAULONIS, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JONAS PAULONIS, et al	:	ANNE ARUNDEL COUNTY In Equity
	:	Docket 13 Folio 489

: : : : : : : :

#9844

Filed May 23, 1950

DECREE

The above cause standing ready for hearing, and being submitted, the Bill of Complaint, Answers thereto in behalf of some defendants, and all proceedings were by the Court read and considered.

It is, thereupon, this 23rd day of May, in the year nineteen hundred and fifty, by the Circuit Court of Anne Arundel County, In Equity, adjudged, ordered and decreed that the fee simple property mentioned in the proceedings, be sold, that Edwin J. Wolf be, and he is hereby appointed Trustee to make the said sale, and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of the Court a corporate bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three (3) weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, State of Maryland, as he shall think proper, of the time, place, manner and terms of sale, which shall be for cash, and as soon as may be convenient after any such sale or sales, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; or at private sale for the highest price obtainable, but at not less than the appraised value, which said sale, if privately made, shall be for cash, and as soon as may be convenient after such sale, the

said Trustee shall return to this Court a full and particular account of his proceedings relative to such private sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers,his, her or their heirs and assigns, the property 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 Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting the cost of this suit, and such commission of 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.

JOSEPH V. PAULONIS, et al : IN THE

vs. CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

JONAS PAULONIS, et al : In Equity

: Docket 13, folio 489, File 9844

9844 Equity

- - - - -

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edwin J. Wolf, Trustee under decree of this Honorable Court dated the 23rd day of ~~June~~ May, 1950 respectfully represents unto Your Honors:

1. That as set forth above he was duly appointed Trustee to make sale of the property as is described in these proceedings. The said Trustee has not furnished his bond for the purpose of making said sale in accordance with said decree for the reason that the interest to be sold is merely a one-fourth of the whole and it was not considered expedient in the interest of the trust estate to sell said property at public sale with the consequent advertising expense, auctioneer's fees and bond costs which are necessary thereto. Your Petitioner has for sometime last past been endeavoring to have the other parties in interest, representing the three-fourths interest in the fee simple property, purchase this interest.

Filed Sept. 13, 1950

2. That your Petitioner by virtue of his trust as aforesaid has succeeded in interesting Peter Glaveckas, Konstant Matuliauskas, and Stasys Butkus, the owners of the three-fourths interest in this property, in purchasing the one-fourth interest at a price of Eight Hundred ($800.00) Dollars for the undivided one-fourth interest. A copy of the proposed contract of sale signed by the purchasers being attached hereto and marked: "Petitioners Exhibit No. 1" and prayed to be taken as a part of this petition as if fully and at large set forth herein.

3. That said property as a whole was appraised by Charles L. Pumphrey for Five Thousand ($5,000.00) Dollars as will appear from the testimony heretofore taken in these proceedings. A one-fourth interest

16

therein would, therefore, have a value of Twelve Hundred and Fifty ($1250.00) Dollars. Consequently, it is readily apparent that a private sale of the one-fourth undivided interest for Eight Hundred ($800.00) Dollars is less than the proportionate part of the appraised value.

4. That notwithstanding the offer to purchase the one-fourth interest is less than the appraisal of said proportionate interest your Petitioner believes, and, therefore, avers that it would be to the interest of said trust estate to sell said one-fourth undivided interest for Eight Hundred ($800.00) Dollars without any auctioneer's commissions, advertising or other expense incident thereto. Said sales price to be net to the trust estate.

Wherefore, your Petitioner prays for the passage of an order:

(a) Authorizing and empowering Edwin J. Wolf, Trustee, Petitioner as aforesaid, to make and enter into an agreement for the sale of the said undivided one-fourth interest at and for the price of Eight Hundred ($800.00) Dollars.

(b) That upon the purchasers complying with all the terms of the Contract of Sale the said Trustee be authorized and empowered to make, execute and deliver to said purchasers a deed to them of the one-fourth undivided interest in and to the fee simple property described in the proceedings upon the payment to said Trustee of the full sum of Eight Hundred ($800.00) Dollars without any deductions or offsets except such adjustments of taxes and other State and County charges as might be right and proper together with an adjustment of any and all State and Federal documentary stamps.

(c) That said Trustee report said sale to this Court in due course and account for the proceeds of said sale when and as the same are received.

AND, as in duty bound, etc.

Edwin J. Wolf
Trustee-Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 31st day of August, 1950, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared EDWIN J. WOLF, Trustee, named in the within Petition, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Jean Flax

Jean Flax- Notary Public

CONTRACT OF SALE

THIS AGREEMENT, Made this 16 day of August, in the year one thousand nine hundred and fifty, by and between Edwin J.Wolf, Trustee appointed by the Circuit Court of Anne Arundel County, Maryland (in Equity), re: Joseph V.Paulonis et al vs. Jonas Paulonis et al, of the first part, and Petras Glaveckas, Konstant Matuliauskas, and Stasys Butkus, of Baltimore City, in the State of Maryland, of the second part.

WITNESSETH, That the said Edwin J.Wolf, Trustee as aforesaid, does hereby bargain and sell (subject to the ratification by the said Court) unto the said parties of the second part, and the latter do hereby purchase from the former, the following described property, situate in Anne Arundel County, State of Maryland, in fee simple, to wit:

Field Bkt. 13 "1950

One-fourth interest in the following tract of land:

BEGINNING for the same on the northwest side of a road 25 feet wide, being the first road laid out southeast of the southeast side of Furnace Creek on the land known as Point Pleasand, belonging to Hammond Dugan, and at the distance of 915 and 6/10 feet northeasterly from the intersection of the said road with another road 25 feet wide, said last mentioned road being the first road laid out northeast of the main road leading to the old wharf on said land, and running thence north 39 degrees 44 minutes east, binding on said road twenty-five feet wide, 100 feet; thence north 66 degrees 16 minutes west 325 feet to the waters of Furnace Creek; thence binding thereon southwesterly 100 feet to intersect a line drawn 66 degrees 16 minutes west from the place of beginning; and thence reversing the said line so drawn and bounding thereon 66 degrees 16 minutes east 323 feet to the place of beginning. (See F.S.R.No.33 folio 429.)

AND for the price of Eight Hundred ($800.00) Dollars, of which One Hundred and Fifty ($150.00) Dollars have been paid prior to the signing hereof, and the balance to be paid in thirty days, after the ratification of this sale by the aforesaid Court, in cash.

AND upon the ratification of this sale by the said Court, and upon payment as above of the balance of purchase money, a Deed for the property shall be executed at the Vendees' expense by the Vendor, Trustee as aforesaid, which shall convey the property by a good and merchantable title to the Vendees.

TAXES and other property expenses to be paid or allowed for by the Vendor-Trustee to the date of Settlement.

RECORDATION stamps shall be apportioned.

WITNESS the hands and seals of the parties hereto.

Test:

_____ : _____ (Seal)
Edwin J. Wolf, Trustee

: _____ (Seal)
Petras Glaveckas

_____ : _____ (Seal)
Konstant Matuliauskas

: _____ (Seal)
Stasys Butkus

LIBER 71 PAGE 149

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

No. 9844 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Edwin J. Wolf, 110 E. Lexington Street, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE 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, 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 July in the year of our Lord one thousand nine hundred and tirty-one

WHEREAS, the above bounden Edwin J. Wolf by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Certain Property

mentioned in the proceedings in the case of Joseph W. Paulonis, et al

vs:

Jonas Paulonis, et al

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Edwin J. Wolf

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:

Jean Flax
JEAN FLAX

Edwin J. Wolf (SEAL)
Edwin J. Wolf

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By K. Woodburn, *As to Surety*

By Wesley C. Brooks, *Attorney-in-Fact*

Filed 24 July, 1931

Approved this 24 July 1931
John H. Hopkins, Clerk

MD3116a—250, 9-50 *128233*
Trustee's Bond

18

JOSEPH V. PAULONIS, et al.	:	NO. 9844 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
JONAS PAULONIS, et al.	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public auction from Edwin J. Wolf, Trustee, the property described in the advertisement attached hereto for the sum of Eight Hundred Fifty —— DOLLARS ($ 850.00); 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 24th day of July, 1951.

WITNESS:

[signature] as to Konstant Matuliauskas (SEAL)

[signature] as to Theresa Matuliauskas (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Edwin J. Wolf, Trustee, the property described in the advertisement attached hereto to Konstant Matuliauskas and Theresa Matuliauskas, wife at and for the sum of Eight Hundred Fifty ——> DOLLARS ($ 850.00, ~~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 24th day of July, 1951.

WITNESS:

[signature] [signature] (SEAL)
Robert R. Campbell, Auctioneer

Filed 30 July 1951

JOSEPH V. PAULONIS, et al,	*	IN THE
	*	CIRCUIT COURT FOR
-vs-	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
JONAS PAULONIS, et al	*	~~Docket 13, folio 189~~ No. 9944 Equity

* * * * * * * * * * * *

Filed 30 July 1951

REPORT OF SALE

The Report of Sale of Edwin J. Wolf, Trustee named in decree dated May 23, 1950, in the cause titled as above, respectfully shows:

THAT in accordance with the terms of the decree aforesaid, said Edwin J. Wolf, Trustee named in said decree, gave bond, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the "Southern Maryland Times", a weekly newspaper printed and published in Anne Arundel County for more than three (3) weeks prior to said sale, pursuant to said notice on Tuesday, July 24, 1951 at 11 o'clock A.M., did attend at the Court House door in the City of Annapolis and then and there sold at public sale to the highest bidder the property described in said proceedings, together with the improvements thereon and sold the same to Konstant Matuliauskas and Teresa Matuliauskas, his wife, they being then and there the highest bidders at and for the price of Eight Hundred Fifty ($850.00) Dollars, which said property, together with the improvements thereon, is as described in a copy of the advertisement attached hereto and prayed to be taken as a part hereof as if fully and at large set forth herein, all of which is respectfully submitted.

Edwin J. Wolf
Trustee Named in Decree

20

STATE OF MARYLAND:
: to wit:
CITY OF BALTIMORE:

I HEREBY CERTIFY That on this 27th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared EDWIN J. WOLF, Trustee named in Decree, 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 thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Helen M. Lockard
Helen M. Lockard - Notary Public

TRUSTEE'S SALE
Of The Undivided One-Fourth Interest Of The Late Anthony V. Paullon (Panlonis)
IN VALUABLE IMPROVED REAL ESTATE
Fronting approximately 100 feet on Furnace Creek, Fifth Election District, Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County dated May 23, 1950, and passed in a cause in said Court pending, wherein Joseph V. Paulonis, et al., are complainants, and Jonas Panlonis, et al., are respondents, and known as No. 9844 Equity, the undersigned trustee will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 24, 1951
At 11 A. M.

An undivided one-fourth interest in and to the following-described property situate, lying and being in the Fifth Election District of Anne Arundel County aforesaid:

Beginning for the same on the northwest side of a road 25 feet wide, being the first road laid out southeast of the southeast side of Furnace Creek on the land known as Point Pleasant belonging to Hammond Dugan and at the distance of 915.6 feet northeasterly from the intersection of the said road with another road 25 feet wide, said last-mentioned road being the first road laid out northeast of the main road leading to the old wharf on said land; and running thence north 39 degrees 44 minutes east binding on said road 25 feet wide, 100 feet; thence north 60 degrees 16 minutes west 325 feet to the waters of Furnace Creek; thence binding thereon southwesterly 100 feet to intersect a line drawn north 60 degrees 16 minutes west from the place of beginning; and thence reversing the said line so drawn and bounding thereon south 60 degrees 16 minutes east 323 feet to the place of beginning.

For title reference, see the following deeds: (a) deed from Hammond J. Dugan and wife to Victor Radavich, et al., dated January 3, 1910, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 9, folio 205; (b) deed from Victor Radavich, et al., to Anthony Paullonis (Panlonis), et al., dated May 31, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18, folio 139; (c) deed from Liudvikas Cepurna to Motejus Kucinskas dated June 22, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 125; (d) deed from Motejus Kucinskas to Anthony Paullonis (Panlonis), et al., dated April 30, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 15, folio 295; (e) deed from Jonas Deltuva and wife to Anthony Paullonis (Panlonis), et al., dated May 12, 1928, and recorded among the Land Records of Anne Arundel in Liber F.S.R. No. 33, folio 420.

This property is improved by a one and one-half story, frame dwelling, containing four rooms and kitchen, electricity, with dug well and two outbuildings.

TERMS OF SALE: A deposit of 10% 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, taxes, insurance and other expenses to be ratified to day of sale.

EDWIN J. WOLF, Trustee
110 East Lexington Street
Baltimore 2, Maryland
Robert H. Campbell, Auctioneer

Jy-5

Filed 30 July, 1951

OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1951

We hereby certify, that the annexed Trustee's Sale - Equity 9844 Anthony V. Paulonus (Panlonis)

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 24th day of July, 1951. The first insertion being made the 21st day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

21

ORDER NISI

LIBER 71 PAGE 153

JOSEPH V. PAULONIS,
et al

versus

JONAS PAULONIS,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9844 Equity

Ordered, this 30 day of July, 19 51, That the sale of the Property in these Proceedings mentioned, made and reported by Edwin J. Wolf, Trustee Named in Decree, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of September next.

The report states that the amount of sales to be $ 850.00.

John H. Hopkins, 3rd, Clerk.

22

True Copy,

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,844 Equity
JOSEPH V. PAULONIS, et al,
Vs.
JONAS PAULONIS, et al.

Ordered, this 30th day of July, 1951, That the sale of the Property in these Proceedings mentioned, made and reported by Edwin J. Wolf, Trustee Named in Decree, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of September next.

The report states that the amount of sales to be $850.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-23

Filed 10 Sept., 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1951

We hereby certify, that the annexed Order Nisi Equity No. 9,844 Joseph V. Paulonis

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Four successive weeks before the Fourth day of September, 1951. The first insertion being made the Second day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. S. M. T. 64

By Bettie Falls

23

(Final Order)

LIBER 71 PAGE 154

JOSEPH V. PAULONIS,
et al

versus

JONAS PAULONIS,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 10 Sept., 1951.

ORDERED BY THE COURT, This 10th day of September, 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.

24

EJW:JF 10/29/51

LIBER 71 PAGE 155

JOSEPH V. PAULONIS, et al	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
JONAS PAULONIS, et al	*	In Equity
	*	Docket 13, Folio 489, File 9844

* * * * * * * * * * *

PETITION, AFFIDAVIT, CERTIFICATE AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edwin J. Wolf, Trustee in the above entitled case, respectfully represents unto Your Honors:

1. That on the 23rd day of May, in the year 1950, your Petitioner was duly appointed Trustee in the above entitled case, as by reference thereto will more fully and at large appear, and thereafter duly qualified as such trustee by the filing of his approved bond in the penal sum as is in said decree set forth.

2. That in accordance with the advertisement appearing in the "Southern Maryland Times" your Petitioner, as such Trustee, did, on Tuesday, July 24, 1951, attend at the Court House door in the City of Annapolis and then and there sold at public sale to the highest bidder the property described in said proceedings, together with the improvements thereon, for the sum of Eight Hundred and Fifty ($850.00) Dollars, being approximately a one-fifth (1/5th) undivided interest in and to said property. Said sale has been duly reported and ratified by this Court and the deed conveying said undivided interest has been executed and delivered to the purchasers, and the purchase price paid and received by said Trustee.

3. That said proceedings have been fraught with the greatest of difficulties. Eleven defendants had to be found . The relationship of all parties determined; a lengthy Bill of Complaint prepared in view of the family relationship, and the fact that three of the defendants are in the Union of the Socialist Soviet Republic and not within the

Filed 30 Oct, 1951

25

United States of America. The existing whereabouts of five non-resident defendants had to be ascertained so that a proper advertisement for non-resident publication could be prepared against these five defendants, together with the three who are still in Europe. The three other defendants who resided in Anne Arundel County had to be found so that service could be had upon them by the Sheriff of this County. The Order of Publication, when finally prepared and filed, was approximately one column long in the "Evening Capital" as published in its issue of December 8th, 1949 and subsequent thereto.

4. In order to ascertain the interest of the various parties in the property, the subject matter of the sale for partition, it was necessary to examine the Land Records in Anne Arundel County and to abstract therefrom five separate deeds which were duly filed as exhibits with these proceedings. The names of the parties were not simple ones and the spelling was at times not consistent, all of which added to the difficulties of your Petitioner in bringing these proceedings to a proper conclusion, particularly when it is borne in mind that the title to land was involved.

5. The testimony which was taken in support of the proof of the relationship of the various parties to the decedent is voluminous and lengthy. It was necessary to employ Charles L. Pumphrey & Co. to make an appraisal of the property and to determine its value in fairness to the parties in interest.

6. The amount of commissions which would be allowable to your Trustee, the Petitioner herein, are woefully inadequate when it is considered in connection with the work and legal services performed. Your Petitioner is informed and, therefore, avers that the amount of commissions cannot exceed $72.00 in accordance with the rules and practice of this Court.

WHEREFORE, your Petitioner prays for the passage of an Order authorizing and empowering said Trustee to pay unto himself for the legal services performed, such sum or sums of money as will be adequate and just compensation for the work and services performed by him in and about this case, and that due allowance be made in any accounting hereafter stated, subject to the usual exceptions, and that such allowance, by way of

additional compensation, be exclusive of any trustee's commissions allowed.

AND, AS IN DUTY BOUND, etc.

Edwin J. Wolf - Trustee

CERTIFICATE OF COUNSEL

We, the undersigned, being two practicing members of the Circuit Court of Baltimore County, having read the within etition and being entirely familiar with the nature of the work and services performed by Edwin J. Wolf, Trustee as aforesaid, do hereby certify that in our opinion the sum of $ 100.00 by way of additional compensation over and above any Trustee's commissions allowed him for the legal services performed in and about said case would be very fair and just compensation considering the legal services performed.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 19th day of ~~November~~ October, in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared EDWIN J. WOLF, Trustee, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

Filed 30 Oct, 1951

ORDER

Upon the foregoing Petition, Certificate and Affidavit, it is this 30th day of ~~November~~ October, 1951, by the Circuit Court of Anne Arundel County, In Equity, ORDERED that the said Edwin J. Wolf, Trustee as aforesaid, be and he is hereby authorized and empowered to allow unto himself for the professional services rendered, the sum of $150.00 over and above any allowance to said Trustee by way of commission, and that due allowance for the same be taken in any account thereafter stated, subject to the usual exceptions.

Benjamin Nicholson

250

Gazette

In the Case of

Joseph V. Paulonis,
et al
vs.
Jonas Paulonis,
et al

In the
Circuit Court
For
Anne Arundel County

No. 9844 Equity

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 14, 1951

All of which is respectfully submitted.

Laura R. Dickelwig
Auditor.

Dr. Joseph V. Paulonis, et al vs. Jonas Paulonis, etal in ac.

To Trustee for Commissions, viz:	51	97		
To Trustee for fee (Order 10/30/51) viz:	150	00	201	97
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	24	50		
Chas. M. Russell - Sheriff's costs	2	90		
John S. Strahorn - Examiner's fee	8	00		
L. R. Jickling - Stenographer's fee	15	00		
Auditor - stating this account	18	00	88	40
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication	59	00		
Capital-Gazette Press - advertising sale	42	18		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	10	00		
Register of Wills - certified copy of inventory	2	00		
Clerk of Court - certified copy of deeds	10	00		
Charles L. Pumphrey - appraisal and testimony	100	00		
Baltimore City Health Dept. - certified copy of death certificate		50		
One-half Federal revenue stamps		55		
One-half State revenue stamps		55	258	78
To Trustee for Taxes, viz:				
1951 State and County taxes - 6 months 24 days	9	69	9	69

Balance for distribution - $300.59				
Distributed to heirs at law of Anthony V. (or P.) Paulonis, who died, intestate, 4/17/45, viz:				
To Joseph V. Paulonis, first cousin - one-tenth	30	06		
To Jonas Paulonis - first cousin - one-tenth	30	06		
To Cipras Paulonis, first cousin - one-tenth	30	06		
To Izidoras Paulonis, first cousin - one-tenth	30	06		
To Julia Ann Paulonis, widow of Peter Paulonis, first cousin, who died 2/13/47 - one-thirtieth	10	02		
To Anna Paulonis, daughter of Peter Paulonis, first cousin, one-fifteenth	20	04		
To Frank Dutkevich, first cousin - one-tenth	30	06		
To Anthony Dutkevich, first cousin - one-tenth	30	06		
To Alexander Dutkevich, first cousin - one-tenth	30	06		
To Catherine D. Leschinsky, first cousin - one-tenth	30	06		
To Eva D. Jakenevich, first cousin - one-tenth	30	05	300	59
			859	43

with Edwin J. Wolfe, Trustee Cr.

1951						
July	24	Proceeds of Sale	850	00		
		Interest on deferred payment - 74 days	9	43	859	43
					859	43

ORDER NISI

Joseph V. Paulonis,
et al
VERSUS
Jonas Paulonis,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9844 Equity.

ORDERED, This 20th day of November, 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 21st 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 21st day of December next.

John H. Hopkins 3rd

Filed Nov. 20 1951

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1951

We hereby certify, that the annexed Order Nisi No. 9844. Joseph V. Paulonis

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of December, 1951. The first insertion being made the 21st day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Carlson

28

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,844 Equity
JOSEPH V. PAULONIS, et al
Vs.
JONAS PAULONIS, et al.

Ordered, this 20th day of NOVEMBER, 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 21st 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 21st day of DECEMBER next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-5

Filed 26 Dec., 1951

No. E. C.

Filed 19 Feb., 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of February, 19 52, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge.

29

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,057

Filed 10 Oct., 1950

Samuel M. Ivrey
Annapolis, Maryland

vs.

Urban C. Lathrop
R.F.D. 2
Donnellson, Iowa

And all persons having or claiming to have any interest in the property known as Lot 7, Block 58, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

vs.

Agnes E.M. Stuart
Apt. 44 - 1730 M. St. N.W.
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lots 7-8, Block 53, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

vs.

Lue E. Williams
2106 F. St. N. W.
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lot 7, Block 1, as shown on the plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland.

vs.

William & Georgia C. Barnes
1527 Jefferson Street
Baltimore 5, Maryland

And all persons having or claiming to have any interest in the property known as Lots 1 - 1A - 1B - 1C - 1D, as shown on the plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland.

vs.

Charles H. Doing
231 St. Paul Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as 1.25 A near Odenton, Fourth Election District of Anne Arundel County, Maryland.

vs.

Albert C. & Josephine Smith
501 Coventry Road
Baltimore 29, Maryland

And all persons having or claiming to have any interest in the property known as Lots 26 - 27, Block J, as shown on the plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland.

vs.

John R. Magee
521 Granite Avenue
Richmond 21, Virginia

And all persons having or claiming to have any interest in the property known as lot 46, Block 41, Section B, as shown on the plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your ORATOR, Complaining says:

1. That on the 11th day of October, 1948, the certificates of tax sale attached hereto were issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland to Samuel M. Ivrey, purchaser of the hereinafter described properties. Said certificates of Tax Sale, Nos. 922, 923, 927, 928, 929, 930, and 932 are prayed to be taken as part hereof.

2. The properties mentioned in said certificates of sale are described as follows:

1. Lot 7, Block 58, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.
2. Lots 7-8, Block 53, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.
3. Lot 7, Block 1, as shown on plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland.
4. Lots 1 1A - 1B - 1C - 1D, as shown on plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland.
5. Lot 1.25 A, as shown on plat near Odenton, Fourth Election District of Anne Arundel County, Maryland.
6. Lots 26 - 27, Block J, as shown on plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland.
7. Lot 46, Block 41, Section B, as shown on plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

The said properties are identically the same as described in the Collector's Certificates to Samuel M. Ivrey, dated 11th day of October, 1948.

No.1- The property known as Lot 7, Block 58, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland, and is assessed to Urban C. Lathrop.

No.2- The property known as Lots 7-8, Block 53, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland, and is assessed to Agnes E.M. Stuart.

No.3- The property known as Lot 7, Block 1, as shown on the plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland, and is assessed to Lue E. Williams.

No.4- The property known as Lots 1 - 1A - 1B - 1C - 1D, as shown on the plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland, and is assessed to William and Georgia C. Barnes.

No.5- The property known as 1.25 A near Odenton, Fourth Election District of Anne Arundel County, Maryland, and is assessed to Charles H. Doing.

No.6- The property known as Lots 26 - 27, Block J, as shown on the plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland, and is assessed to Albert C. and Josephine Smith.

No.7- The property known as Lot 46, Block 41, Section B, as shown on the plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland, and is assessed to John R. Magee.

Said properties have not been redeemed by any of the parties in interest although more than one (1) year from the date of said sale has expired.

3. The Plaintiff prays for process directed to the following defendants: Urban C. Lathrop, R.F.D. 2, Donnellson, Iowa; Agnes E.M. Stuart, Apt. 44 - 1730 M. St. N.W., Washington, D.C.; Lue E. Williams, 2106 F. St. N.W., Washington, D.C.; William and Georgia C. Barnes, 1527 Jefferson Street, Baltimore 5, Maryland; Charles H. Doing, 231 St. Paul Street, Baltimore, Maryland; Albert C. and Josephine Smith, 501 Conventry Road, Baltimore 29, Maryland; John R. Magee, 521 Granite Avenue, Richmond 21, Virginia.

4. The Plaintiff prays for an Order of Publication directed to all parties in interest in the properties.

5. Attached Exhibits "A", "B", "C", "D", "E", "F" and "G" are the aforesaid certificates of sale.

6. To redeem the properties, it is necessary for the defendants to pay all taxes, interest, and penalties accrued as the result of said sales and any reimbursement due the Plaintiff under Section 90 - J and 90 - K of Article 81 of the Annotated Code of Maryland.

7. The Plaintiff prays this Court to pass a final decree foreclosing the rights of redemption of the defendants in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Attorney for Plaintiff

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,057

Filed 10 Oct., 1950

Samuel M. Ivrey
Annapolis, Maryland

vs.

Urban C. Lathrop
R.F.D. 2
Donnellson, Iowa

And all persons having or claiming to have any interest in the property known as Lot 7, Block 58, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

vs.

Agnes E.M. Stuart
Apt. 44 - 1730 M. St. N.W.
Washington, D.C.

And all persons having or claiming to have any interest in the property known as Lots 7-8, Block 53, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

vs.

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2106 F. St. N.W.
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Baltimore 5, Maryland

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vs.

Charles H. Doing
231 St. Paul Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as 1.25 A near Odenton, Fourth Election District of Anne Arundel County, Maryland

vs.

Albert C. & Josephine Smith
501 Conventry Road
Baltimore 29, Maryland

And all persons having or claiming to have any interest in the property known as Lots 26 - 27, Block J, as shown on the plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland.

vs.

John R. Magee
521 Granite Avenue
Richmond 21, Virginia

And all persons having or claiming to have any interest in the property known as Lot 46. Block 41, Section B, as shown on the plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The Object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to Samuel M. Ivrey, the Plaintiff in these proceedings.

1. Lot 7, Block 58, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

2. Lots 7-8, Block 53, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

3. Lot 7, Block 1, as shown on plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland.

4. Lots 1 - 1A - 1B - 1C - 1D, as shown on plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland.

5. Lot 1.25 A, as shown on plat of land near Odenton, Fourth Election District of Anne Arundel County, Maryland.

6. Lots 26 - 27, Block J, as shown on plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland.

7. Lot 46, Block 41, Section B, as shown on plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

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 the sale has expired.

It is thereupon, this 10 day of October, 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, before the 17 day of November, 1950, warning all persons interested in said property to be and appear in this Court by the 20 day of December, 1950, and redeem the property and answer this Bill or thereafter final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiff a title clear and free from all encumbrances.

John H. Hopkins, 3rd,
Clerk.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
Equity No. 1

SAMUEL M. IVREY, A[illegible]olis, Maryland.

Vs.

URBAN C. LATHROP, R. F. D. 2, Donnellson, Iowa.

And all persons having or claiming to have any interest in the property known as Lot 7, Block 58, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

Vs.

AGNES E. M. STUART, Apt. 44—1730 M. St. N. W., Washington, D. C.

And all persons having or claiming to have any interest in the property known as Lots 7-8, Block 53, as shown on the plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

Vs.

LUE E. WILLIAMS, 2106 F. St., N. W., Washington, D. C.

And all persons having or claiming to have any interest in the property known as Lot 7, Block 1, as shown on the plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland.

Vs.

WILLIAM & GEORGIA C. BARNES, 1527 Jefferson Street, Baltimore 5, Maryland.

And all persons having or claiming to have any interest in the property known as Lots 1-1A—1B—1C—1D, as shown on the plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland.

Vs.

CHARLES H. DOING, 231 St. Paul Street, Baltimore, Maryland.

And all persons having or claiming to have any interest in the property known as 1.25 A near Odenton, Fourth Election District of Anne Arundel County, Maryland.

Vs.

ALBERT C. & JOSEPHINE SMITH, 501 Conventry Road, Baltimore 29, Maryland.

And all persons having or claiming to have any interest in the property known as Lots 26-27, Block J, as shown on the plat of Arundel Manor, Fifth Election District of Anne Arundel County, Maryland.

Vs.

JOHN R. MAGEE, 521 Granite Avenue, Richmond 21, Virginia.

And all persons having or claiming to have any interest in the property known as Lot 46, Block 41, Section B, as shown on the plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The Object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to Samuel M. Ivrey, the Plaintiff in these proceedings.

1. Lot 7, Block 58, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

2. Lots 7-8, Block 53, as shown on plat of Epping Forest, Second Election District of Anne Arundel County, Maryland.

3. Lot 7, Block 1, as shown on plat of Manhattan Beach, Third Election District of Anne Arundel County, Maryland.

4. Lots 1-1A—1B—1C—1D, as shown on plat of Baton Chapel, Fourth Election District of Anne Arundel County, Maryland.

5. Lot 1.25 A, as shown on plat of land near Odenton, Fourth Election District of Anne Arundel County, Maryland.

6. Lots 26-27, Block J, as shown on plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

7. Lot 46, Block 41, Section B, as shown on plat of Avalon Shores, Seventh Election District of Anne Arundel County, Maryland.

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 the sale has expired.

It is thereupon, this 10th day of October, 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, before the 17th day of November, 1950, warning all persons interested in said property to be and appear in this Court by the 20th day of December, 1950, and redeem the property and answer this Bill or thereafter final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiff a title clear and free from all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-15

Filed 9 Aug., 1951.

FICE OF

Maryland Gazette

LIBER 71 PAGE 171 Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 27, 1950

We hereby certify, that the annexed

Order of Publication
Eq # 10,057
Urban C. Lathrop

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 17th day of November, 1950. The first insertion being made the 18th day of October, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By P. L. Brown

SAMUEL M. IVREY Annapolis, Maryland.	:	NO. 10057 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
URBAN C. LATHROP, et al R.F.D. #2 Donnellson, Iowa	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . .

DECREE PRO CONFESSO

The Defendants, Urban C. Lathrop, Agnes E.M. Stuart, Lue E. Williams, William Barnes and Georgia C. Barnes, his wife, Charles H. Doing, Albert C. Smith and Josephine Smith, his wife, and John R. Magee 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 10th day of August, 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 10 Aug. '51.

4

SAMUEL M. IVREY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
URBAN C. LATHROP, et al.	:	NO. 10,057 EQUITY
	:	

. . .

PETITION

Filed 14 Aug., 1951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Agnes E. M. Stuart by Rouse and Morton her attorneys respectfully represents:

- 1 -

That She is one of the Respondents named in the above entitled proceeding.

- 2 -

That your Petitioner has been in bed ill for a considerable period of time and has been living in St. Petersburg in the State of Florida and has just recently learned of the existence of the above entitled proceeding.

- 3 -

That on August 9, 1951 your Petitioner consulted attorneys in the City of Annapolis and requested that they file on her behalf a Petition asking that this Honorable Court to permit her to redeem certain of the real property mentioned in this proceeding, namely, Lots 7 and 8 in block 53 of Epping Forest.

- 4 -

That on the afternoon of August 9, 1951, the attorneys for your Petitioner called the Complainant in this proceeding by telephone and asked that no action be taken by him until they had had an opportunity to file said Petition for your Petitioner.

- 5 -

That although the Complainant agreed to said request by telephone as aforesaid, a Decree PRO CONFESSO was entered against certain of the respondents in this proceeding including your Petitioner, which said Decree was dated August 10, 1951.

- 6 -

That your Petitioner has been advised that not withstanding the entry of said Decree PRO CONFESSO, she has the right to redeem, at any time, before the entry of final Decree barring her right to redeem, and no such final Decree has been entered in this proceeding.

- 7 -

That your Petitioner desires this Honorable Court to fix the amount necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland Sections 71a to 90w as amended.

WHEREFORE, your Petitioner prays an ORDER of this Honorable Court striking out the Decree PRO CONFESSO heretofore entered against her and fixing the amount to be paid by her to redeem said property.

AND, as in duty bound, etc.

Rouse + Morton

Rouse and Morton
Solicitors for Petitioner

I hereby certify that a copy of the foregoing petition was mailed to Samuel H. Levy this 14th day of August, 1951

John S. Rouse Jr.

SAMUEL M. IVREY	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
URBAN C. LATHROP, et al.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,057 EQUITY

. . .

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Agnes E. M. Stuart by Rouse and Morton her attorneys respectfully represents:

-1-

That on August 14, 1951 your Petitioner filed a Petition in the above entitled proceeding praying that the Decree PRO CONFESSO entered against her be vacated and asking this honorable court to permit her to redeem Lots 7 and 8 in Block 53 of Epping Forest.

-2-

That your Petitioner has now effected a settlement with the Complainant in this proceeding and has paid to the Complainant the sum of $47.52 and the Complainant has agreed in return for such payment to execute a deed to the aforementioned Lots to your Petitioner as soon as a final Decree has been entered in this case.

WHEREFORE, your Petitioner requests this court to enter a final decree in favor of the Complainant.

AND AS IN DUTY BOUND, etc.

Rouse & Morton

ROUSE AND MORTON
Solicitors for Petitioner
12 Church Circle
Annapolis, Maryland

Filed 27 Nov., 1951.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

6

SAMUEL M. IVREY	:	IN THE
vs.	:	CIRCUIT COURT
URBAN C. LATHROP AGNES E. M. STUART LUE E. WILLIAMS WILLIAM BARNES and GEORGIA C. BARNES, his wife CHARLES H. DOING ALBERT C. SMITH and JOSEPHINE SMITH, his wife JOHN R. MAGEE	:	FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,057

. . . . . .

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

IT IS, thereupon, this 27th day of November, 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 any of them claiming by, from and under them, or any of them, to the property or properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 11th day of October, 1948, for 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 accruing 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 of any and all taxes, interest and penalties accruing to the date of said sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the plaintiff.

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

Benjamin Richardson
Judge

Filed 27 Nov, 1951.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
WALTER J. RAUSCH AND MARY J. RAUSCH, his wife	:	ANNE ARUNDEL COUNTY (In Equity) Equity No. 10,054

Filed 7 Oct., 1950.

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 Walter S. Rausch and Mary J. Rausch, his wife to The County Trust Company, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 106.

Walter S. Calwell

Walter S. Calwell -
Attorney Named in Mortgage

T. Worthington Brundige III

T. WORTHINGTON BRUNDIGE III
Solicitor for Plaintiff

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

No. 10,054 Equity

LIBER 71 PAGE 178

MORTGAGE

THIS MORTGAGE, Made this 19th day of August, A. D. 19 47, by and between WALTER J. RAUSCH AND MARY J. RAUSCH, 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 a member of the said body corporate and has received therefrom an advance of Dollars ($), 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 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. ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE AND 15/100 Dollars ($ 31.15), commencing on the first day of October, 19 47, 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, 19 72. 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.

Filed 7 Oct, 1949.

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: 16—20020-1

BEING known and designated as Lot No. 133 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 207 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, 2 kitchen cabinets, 2 kitchen ranges, light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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

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

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

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

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

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to 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 become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four ~~and one-half per centum (4½%)~~ per cent (4%) per annum and shall be secured by this mortgage.

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

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

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

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

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

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

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

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

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

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

Witness:

Meredith Walsh

MEREDITH R. WALSH

Walter J. Rausch [SEAL] (SEAL)
WALTER J. RAUSCH

Mary J. Rausch [SEAL]
MARY J. RAUSCH

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 19th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~aforesaid~~ Baltimore County ~~aforesaid~~ personally appeared Walter J. Rausch and Mary J. Rausch, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

Meredith Walsh
Notary Public

Recorded-29th-Aug.-1947-at-1:45-P.M.

DY FOR RECORD

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
WALTER J. RAUSCH AND
MARY J. RAUSCH, his wife

PETITIONER'S EXHIBIT "A"

LIBER 71 PAGE 182

WALTER S. CALWELL, Attorney Named in Mortgage VS. WALTER J. RAUSCH AND MARY J. RAUSCH, his wife	IN THE ANNE ARUNDEL Circuit Court for ~~Baltimore~~ County IN EQUITY. Docket 10054

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from the said Walter J. Rausch and Mary J. Rausch, his wife

to The County Trust Company

dated the 19th day of August 19 47, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 428 Folio 106

Amount of loan	$5900.00
Less - amount paid in principal	425.52
	5474.48
Plus - unpaid interest to 7/19/1951	211.68
	5686.16
Less - balance in expense account	10.99
	$5675.17

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of July in the year nineteen hundred and fifty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~county~~ City of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 1-19 July, 19

3

64825

Mortgagee and Attorney's Bond. 1-369 1m-12-32

LIBER 71 PAGE 183

227 ST. PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

No. 1C, 054 Expiring

Know All Men by These Presents:

That we Walter S. Calwell, 19 E. Fayette Street, Baltimore, Maryland as Principal

and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

- -SIX THOUSAND 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 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 July in the year nineteen hundred and fifty-one

Whereas, the above bounden Walter S. Calwell, Attorney

by virtue of the power contained in a Mortgage from Walter J. Rausch and Mary J. Rausch to The County Trust Company

bearing date the 19th day of August nineteen hundred and forty-seven and recorded among the land Records of Anne Arundel County, in Liber JHH No. 428, Folio 106, 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
in the presence of

Clara M. Lynch

Attest:

E. M. Keyser

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By J. F. Sherman, Vice President

Earl Davault

Earl Davault, Asst. Secretary

Approved this 19 July 1951
John H. Hopkins, 3rd, Clerk

No. 10,054 Equity

MILITARY AFFIDAVIT

Docket 10054 folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of July 19 51 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 Walter J. Rausch and Mary J. Rausch, his wife against whom foreclosure proceedings were instituted are ~~xxx~~ not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not a members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, that Walter J. Rausch is about 32 years old, and that the Affiant's sources of information was the family of the Defendants

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 23 July, 1951

5

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
WALTER J. RAUSCH AND MARY J. RAUSCH, his wife	:	Docket 10054

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 106 from said Walter J. Rausch and Mary J. Rausch, his wife to the ~~Baltimore Federal Savings and Loan Association~~ 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 Daily Record"~~ "The Maryland Gazette" a newspaper published in ~~Baltimore~~ 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 July, 1951 at 3 P.M. (daylight savings time) attend ~~on the premises~~ at the Court House Door and then and there sold the leasehold property situate, lying and being in ~~Baltimore~~ Anne Arundel County being known as Lot No. 133 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. 207 Southerly Road, and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto, subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars.

BY TERMS OF SALE, a cash deposit of ~~Three~~ 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.

Filed 26 July 51

The property was sold to The County Trust Company at and for the sum of Fifty-seven Hundred ($5700.00) Dollars, subject to the payment of the annual ground rent of $78.00, said purchaser being then and there the highest bidder.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of July, 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 BALTIMORE CITY

Clara M. Link
Clara M. Link - Notary Public

CALLAHAN and CALWELL
Solicitors
St. Paul & Fayette Streets
Baltimore 2, Maryland

ATTORNEY'S SALE
OF
VALUABLE LEASEHOLD
PROPERTY

207 Southerly Road, Brookwood, Fifth District Of Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a Mortgage from Walter J. Rausch and Mary J. Rausch to The County Trust Company, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 106 (default having occurred thereunder) the undersigned, Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis, on

THURSDAY, JULY 19th, 1951
at 3:00 P. M. (ESDT)

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. 133 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. 207 Southerly 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 ratificatino of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage
Sam W. Pattison & Co., Auctioneer.

Filed 26 July 1951 Jy-5

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WALTER J. RAUSCH AND
MARY J. RAUSCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,054 Equity

Ordered, this 26 day of July, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of September next.

The report states that the amount of sales to be $ 5,700.00.

John H. Hopkins 3rd Clerk.

True Copy,

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,054 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
WALTER J. RAUSCH AND MARY J RAUSCH, his wife.

Ordered, this 26th day of July, 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 4th 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 4th day of September next.

The report states that the amount of sales to be $5,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-23

Filed 26 Sept. 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1951

We hereby certify, that the annexed Order Nisi Equity No. 10,054 Walter S. Caldwell

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 4th day of September, 1951. The first insertion being made the 2nd day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2978

By Bettie Fields

9

(Final Order)

LIBER 71 PAGE 188

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WALTER J. RAUSCH AND
MARY J. RAUSCH, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of September, 1951, that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Walter J. Rausch
and
Mary J. Rausch, his wife

In the
Circuit Court
For
Anne Arundel County

No. 10,054 Equity

To the Honorable, the Judges of said Court:

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

September 25, 1951

All of which is respectfully submitted.

Laura B. Fickling
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Walter J. Rausch and Mary J. Rausch, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	201	00	251	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	25	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	25	00		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Clara M. Link - notary fees	1	25	96	14
To The County Trust Company, mortgagee - this balance on account mortgage claim	5,315	11	5,315	11
			5,700	00
Amount of mortgage claim filed	5,675	17		
Cr. Amount allowed as above	5,315	11		
Balance subject to decree in personam	360	06		

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

1951						
July	19	Proceeds of Sale	5,700	00	5,700	00
					5,700	00

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Walter J. Rausch
and
Mary J. Rausch, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,054 Equity.

LIBER 71 PAGE 191

Filed Sept. 28th 1951

ORDERED, This 28th day of September, 19 51, 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 ~~October~~ 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 5th day of ~~October~~ November next.

John H. Hopkins 3rd.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of November, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson

Filed 6 Nov. 1951.

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 24, 1951

We hereby certify, that the annexed

Order Nisi
Auditors Account
Walter J. Rausch 10,054

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 5th day of November, 19 51. The first insertion being made the 4th day of October, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

No. MG E 3207

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,054 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
WALTER J. RAUSCH and MARY J. RAUSCH, his wife.

Ordered, this 28th day of September, 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 5th 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 5th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-18

Filed 5 Nov., 1951.

LILLIAN V. BARRETT 1027 Hillman Street Baltimore, Maryland GEORGE NEUBECK, SR. 3609 Fairhaven Avenue Baltimore, Maryland GEORGE NEUBECK, JR. Glen Burnie P. O. Brooklyn, R. F. D. Box 298, Maryland CATHERINE NEUBECK FISHER and WILLARD FISHER, her husband, 1128 Forrest Street Baltimore, Maryland	:	NO. 10043 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
ELIZABETH IRELAND and PLUMMER IRELAND, her husband Deale, Maryland LOUIS CLINTON VERMILLION 612 E. Pratt Street Baltimore, Maryland RUBY K. FORD AND DONALD FORD Chalk Point, Churchton, Maryland	:	

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

BILL FOR PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Lillian V. Barrett, George A. Neubeck, Sr., George T. Neubeck, Jr., Catherine Neubeck Fisher and Willard Fisher, her husband, Complainants herein, by Albert J. Goodman, their Solicitor, respectfully represents:

1. That Mary Elizabeth Kirchner, also known as Elizabeth Kirchner, died intestate on November 7th, 1949, seized and possessed of two lots of ground and improvements situated in Chalk Point in the Seventh Election District of Anne Arundel County, Maryland; said properties being described in the following two deeds.

(a) a tract of land and improvements containing two thirds of an acre of land more or less as described in a deed dated August 19th, 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 22, folio 499, wherein two thirds (2/3) of anacre was conveyed by William Kirchner and Elizabeth Kirchner, his wife to Joseph Kirchner, husband of Mary Elizabeth Kirchner, as shown by a certified copy of said deed filed herewith as "Complainant's Exhibit Number One" and that the said Joseph Kirchner, husband of Mary Elizabeth Kirchner also known as Elizabeth Kirchner, predeceased her and devised and bequeathed said property under his last will and testament duly filed among the Will Records

Filed Sept. 28 1950

of Anne Arundel County in Will Book G. T. C. Number One, Folio 1 (the said Joseph Kirchner, the testator, departed his life August 28th, 1930); certified copy of said last will and testament is filed herewith as Complainant's "Exhibit Number Two."

(b) That the said parcel of land containing three acres more or less was acquired by Mary Elizabeth Kirchner also known as Elizabeth Kirchner by deed dated April 24th, 1929 from Margaret P. Placide and husband as recorded among the Land Records of Anne Arundel County in Liber F. S. R. 61, folio 495 (certified copy of said deed is filed herewith as "Complainant's Exhibit Number Three").

2. That the said Mary Elizabeth Kirchner, also known as Elizabeth Kirchner was survived by the following heirs at law: (a.) Lillian V. Barrett, a daughter, who is of age; (b) A son, Louis Clinton Vermillion, who is of age and unmarried; (c) Ruby K. Ford, a daughter, who intermarried with one Donald Ford; (d) George Neubeck, ~~Sr.~~, widower, husband of a deceased daughter, Irene Neubeck; (e) George Neubeck, ~~Jr.~~, son of deceased daughter, Irene Neubeck; (f.) Catherine Neubeck Fisher, daughter of Irene Neubeck, deceased daughter of Mary Elizabeth Kirchner, who intermarried with one Willard Fisher; (g.) Elizabeth Ireland, daughter of Irene Neubeck, deceased daughter of Mary Elizabeth Kirchner, who intermarried with Plummer Ireland.

3. That letters of administration on the Estate of the said Mary Elizabeth Kirchner, also known as Elizabeth Kirchner, aforesaid, have been granted to LILLIAN V. BARRETT and RUBY K. FORD, by the Orphans' Court for Anne Arundel County, Maryland.

4. That the properties hereinbefore mentioned are not susceptible to equitable partition in kind

5. That it would be to the best interests 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 Mary Elizabeth Kirchner, also known as Elizabeth Kirchner are parties to this suit, and are adults.

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 Mary Elizabeth Kirchner, also known as Elizabeth Kirchner, or of 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 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 ELIZABETH IRELAND and PLUMMER IRELAND, residing at Deale, Maryland, Anne Arundel County; LOUIS CLINTON VERMILLION, residing at 612 E. Pratt Street, Baltimore, Maryland; RUBY K. FORD and DONALD FORD, residing at Chalk Point, Churchton, Maryland, 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.

Lillian V. Barrett
LILLIAN V. BARRETT

George H. Neubeck
GEORGE NEUBECK, ~~SR.~~

George P. Neubeck
GEORGE NEUBECK, ~~JR.~~

Catherine Neubeck Fisher
CATHERINE NEUBECK FISHER

Willard Fisher
WILLARD FISHER

Albert J. Goodman
ALBERT J. GOODMAN, Solicitor for Complainants

STATE OF MARYLAND) TO WIT:
ANNE ARUNDEL COUNTY)

I HEREBY CERTIFY that on this 27 day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lillian V. Barrett, George Neubeck, Sr., George Neubeck, Jr., Catherine Neubeck Fisher and Willard Fisher, her husband, and each made oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

My commission expires May 1-1961

Andrew J. Berry
Notary Public

Complainant's "Exhibit One"

LIBER 71 PAGE 195

THIS DEED, made this 19th day of August in the year nineteen hundred and twenty by George Kirchner, and Maggie Kirchner, his wife, William Kirchner and Elizabeth Kirchner, his wife, of the first part, and Joseph Kirchner of the second part, all of Anne Arundel County, and State of Maryland;

WITNESSETH: that whereas by a deed from George W. Hyde and Margaret H. Hyde, his wife, dated the third day of September in the year eighteen hundred and ninety four and recorded in Liber S.H. No. 48 folio 138 etc. one of the land records of Anne Arundel County, the said George W. Hyde and Margaret H. Hyde his wife, did convey to the said George Kirchner, William Kirchner and Joseph Kirchner, a piece of land on what is known as Chalk Point in the eighth election district of Anne Arundel County State of Maryland, consisting of two acres of land more or less as tenants in common and whereas the said parties hereto of the first part and second parts have agreed among themselves to a division of said piece of land and to give each a separate deed of his portion, therefore in consideration of the premises and of one dollar, the said parties of the first part do hereby grant and convey unto the said Joseph Kirchner his heirs and assigns in fee all their right, title and interest and estate both at law and in equity, of in and to that portion of the aforementioned two acres of land described as follows:

BEGINNING for the same at a stone planted in the North East corner of the lot of land hereby intended to be conveyed, said stone lying on the west side of public road about 140 yards from the wharf of the Tolchester Steamboat Company and being the South east Boundary of the lot owned by William Kirchner and running about west with said William Kirchner's line to a stone on the shore of West River, thence with said shore about South for the distance of forty yards to a stone planted on the edge of said river, thence about east for a distance of 80 yards to the public road, thence with said road about north for a distance of 40 yards to the place of beginning, and supposed to contain about (2/3) two

Re-filed as Examiner's Exhibit No. 1.

Re-filed 19 Feb., 1951.

thirds of an acre of land more or less.

Witness the hands and seals of the said parties hereto of the first part in the day and year first herein before written.

WITNESS:	George Kirchner	(SEAL)
J. H. Hopkins, Jr.,	Maggie Kirchner	(SEAL)
	Wm. Kirchner	(SEAL)
Wm. Kirchner		
	Elizabeth Kirchner	(SEAL)

State of Maryland, Anne Arundel County, To-wit:

I hereby certify that on this 19th day of August in the year nineteen hundred and twenty before the subscriber a Notary Public, , of the State of Maryland, in and for Anne Arundel County personally appeared George Kirchner and Maggie Kirchner, his wife, William Kirchner and Elizabeth Kirchner, his wife, and each acknowledged the aforegoing deed to be their respective act.

John H. Hopkins, Jr.,

(Notary Seal) Notary Public

Recorded 21st September 1920 at 10 o'clock A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing is a true copy of a DEED recorded in Liber W. N. W. No. 22, folio 499, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 29th day of August, A. M., 1950.

John H Hopkins, 3rd/ CLERK.

Complainant's Exhibit "2"

I, Joseph Kirchner, of Anne Arundel Co., Maryland, being of sound and disposing mind, memory and understanding, recognizing the uncertainty of life, and being desirous of settling my worldly affairs, do hereby make, publish and declare this to be my last will and testament, hereby cancelling all other wills or testaments before made by me.

After the payment of my funeral expenses and all other just debts due from me, I dispose of my estate as follows:

I give, bequeath and devise unto my beloved wife Mary Elizabeth Kirchner, in consideration of my great love for her and in partial return for her devotion , Fidelity and self sacrifice to me at all times , and especially during my serious illness, all my property, real, personal or mixed, of whatever description, and wheresoever located or found, whether owned by me now or hereafter acquired, in fee simple, absolutely and forever, to do with as she may deem best, and for her own use and benefit, and I hereby nominate and appoint my said wife Mary Elizabeth Kirchner to be the executrix of this my last will and testament without any bond whatsoever except such special bond as may be required for the payment of any debts I may owe at the time of my demise.

Re-filed 19 Feb, 1951.

In witness whereof I have this 21st day of February, 1926, in this County and State aforesaid affixed my hand and seal.

Joseph Kirchner

Signed, published and declared by the said Joseph Kirchner to be his last will and testament in our presence and in the presence of each other who in his presence, at the same time, in his presence, and in the presence of each other , and at the request of its said Joseph Kirchner have signed the same as attesting witnesses.

Robt. O. Mattingly
Gertrude Mattingly
Harry A. Werder.

Re-filed as Examiner's Exhibit No. 3.

ANNE ARUNDEL COUNTY, SS: LIBER 71 PAGE 198

On the 7th day of January, 1931, came Mary Elizabeth Kirchner and made Oath in due form of law, that she does not know of any Will or Codicil of Joseph Kirchner late of said County, deceased, other than the above instrument of writing, and that she found the same among his private effects. Testator departed this life on or about the 28th day of August, 1930.

Sworn to before the Subscriber,

Geo. T. Cromwell Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 26th day of December, 1930, came Robert E. Mattingly , Gertrude Mattingly and Harry A. Werder subscribing witneses to the aforegoing last Will and Testament of Jospeh Kirchner late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other,

Sworn to before the subscriber ,

Test: Geo. T. Cromwell Register of Wills for Anne Arundel County.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Joseph Kirchner, late of said County, deceased and also the evidence adduced as to its validity, orders and decrees this 13th day of January, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Joseph Kirchner, deceased.

Maynard Carr

Judges Owain E. Owens, A.J.

William B. Elliott A.J.

1
2
3

STATE OF MARYLAND

Anne Arundel County

LIBER 71 PAGE 199

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the ~~Last Will and Testament~~

of

Joseph Kirchner, *late of said County deceased* together with proof and probate thereof *taken from* the original

being one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 31st *day of* August *in the year of our Lord, nineteen hundred and* ~~xxx~~ fifty.

R Glenn Prout

Register of Wills for Anne Arundel County

1
2
3

Complainant's Exhibit #3

THIS DEED made this 24th day of April in the year nineteen hundred and twenty-nine by and between Margaret P. Placide and George H. Placide her husband parties of the first part and Mary Elizabeth Kirchner party of the second part all of Anne Arundel County in the State of Maryland.

WITNESSETH that for and in consideration of the sum of One hundred dollars current money in hand paid by the party of the second part to the said party of the first part at and before the sealing and delivery of these presents the receipt of which they do hereby acknowledge and themselves to be therewith fully satisfied contented and paid the said said parties of the first part have granted , bargained, sold released, conveyed and confirmed, and by these presents do grant, bargain, sell and convey unto the said party of the second part her heirs and assigns in fee simple, all that lot or parcel of land situate lying and being about equi-distant between Oakland Chapel and Chalk Point in the 7th District of Anne Arundel County, Maryland, being a part of the lands described in a deed dated November 12th, 1917 from Robert Moss to James W. Owens trustees to Margaret P. Placide abd recorded among the land records for Anne Arundel County Maryland in Liber G.W. No. 141 Folio 95 and contained within the following metes and bounds courses and distances to wit Beginning for the said lot or parcel of land at a cedar-fence post standing at the end of the dividing line between the lands of Joseph Kirchner and the lands hereby conveyed and on the east bank of the county road leading from Oakland Chapel to Chalk Point and run from said fence post and with said dividing line South 77° 25' East 24 and 8/100 perches to a fence post thence North 19° 35' East 12 and 1/10 perches to a cedar-fence post in the outlines of George Kirchner's land thence with said land South 72° 5' East 7 and 4/10 perches to a cedar fence post at the N.W. corner of a grave-yard thence with said grave-yard and the lands of Wilson Phipps South 19° 25' West 26 and 22/100 perches to a stone thence

Re-filed 19 Feb, 1951

Re-filed as Examiner's Exhibit No. 2.

leave the lands of Wilson Phipps and run down and with the north side of a ditch North 75° 15' West 31 and 42/100 perches to a stone on the east bank of the aforesaid County road thence run with the east bank of said road North 19° East 13 and 72/100 perches to the place of beginning, Containing 3 Acres 1 Rood & 14 Square perches of land more or less.

TOGETHER with all and singular the improvements, ways, rights, members, privileges, advantages and appurtenances thereto belonging or in any-wise appertaining, and all the estate, right, title and interest, trust, property claim and demand whatsoever at law and in equity of them, the said parties of the first part of in and to the same.

TO HAVE AND TO HOLD all and singular the above mentioned and herein described premises together with the appurtenances thereunto belonging unto the said party of the second part, her heirs and assigns forever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Witness:	Margaret P. Placide	(SEAL)
John H. Hopkins, Jr.,	Geo. H. Placide	(SEAL)

State of Maryland, Anne Arundel County, To-Wit:

I Hereby certify that on this 24 day of April in the year 1929 before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Margaret P. Placide and George H. Placide her husband and did each acknowledged the aforegoing deed to be their respective act and deed

Witness my hand and seal Notarial.

John H. Hopkins, Jr.,
Notary Public.

(Notary Seal)

Recorded 26 April, 1929 2-30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber F.S.R. No. 61, folio 495, 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 28" day of July, A. D., 1950.

John T. Hopkins 3rd.
Clerk.

LIBER 71 PAGE 203

Lillian V Barrett

No. Equity 10043

vs

Elizabeth Ireland et al

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

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

Answer and Consent of Louis Clinton Vermillion

TO THE HONORABLE THE JUDGE OF SAID COURT:

Now comes Louis Clinton Vermillion one of the Defendants herein and consents to the passage of a Decree for the sale of the real estate mentioned in the Bill of Complaint.

Solicitor for
Louis Clinton Vermillion

Louis Clinton Vermillion

Filed 17 Oct, 1930

LILLIAN V. BARRETT, et al	:	NO. 10043 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
ELIZABETH IRELAND and PLUMMER IRELAND, her husband, et al	:	for
	:	ANNE ARUNDEL COUNTY
	:	

Filed 17 Oct. 1950.

Consent to Decree

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES, Ruby K. Ford and Donald Ford, her husband and consent to the passage of a Decree for the sale of the real estate mentioned in the Bill of Complaint.

Louis M Strauss
Solicitor for
Ruby K. Ford
Donald Ford.

Ruby K. Ford
Ruby K. Ford

Donald Ford
Donald Ford

LILLIAN V. BARRETT, et al	:	NO. 10,043 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
ELIZABETH IRELAND and PLUMMER IRELAND, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

Filed 20 Nov, 1950.

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

order to re-issue

MR. CLERK:

Please re-issue for Plummer Ireland and Elizabeth Ireland, his wife, at their new address, namely, Harwood, Maryland, opposite Kolb's Store.

Albert Goldman
Louis Shaw
Solicitor for Complainants and Defendants

7

LILLIAN V. BARRETT, et al	:	NO. 10 043 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
ELIZABETH IRELAND and PLUMMER IRELAND, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

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

Filed 18 Dec., 1950.

MR. CLERK:

Please re-issue for Plummer Ireland and Elizabeth Ireland, his wife, at their new address, namely, Harwood, Maryland, opposite Kolb's Store.

Louis McHenry
Solicitor for Complainants

LILLIAN V. BARRETT, et al.	No. 10,043 ~~DIVORCES~~ - - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
ELIZABETH IRELAND, et al.	

DECREE PRO CONFESSO

The Defendants, Elizabeth Ireland and Plummer Ireland, after ~~Order of Publication duly published (or served)~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication (or~~ Writ of Summons.)

Filed 19 Jan., 1951.

It is thereupon this 19th day of January, 19 51, 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, ELIZABETH IRELAND AND PLUMMER IRELAND.

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

9

LILLIAN E. BARRETT, ET AL.,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
ELIZABETH IRELAND, ET AL.,	:	No. 10,043 Equity
DEFENDANTS	:	
	:	

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

TESTIMONY ON BEHALF

OF THE PLAINTIFFS

February 13, 1951

Filed 19 Feb, 1951

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiffs

Mr. Louis M. Strauss, Solicitor for Defendants

Mr. Emanuel Klawans, Examiner

Mrs. Katharine H. McCutchan, Court Stenographer

Witnesses:

Clarence A. Remaley, pages 2 and 3

Lillian V. Barrett, pages 3, 4 and 5

Ruby Ford, page 6

10

Clarence A. Remaley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name and address?

A. Clarence A. Remaley, Annapolis, Md.

2. What is your occupation?

A. I am in the real estate business at 150 South St., Annapolis.

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

A. Fifteen years.

4. Are you familiar with the property owned by the late Mary Elizabeth Kirchner?

A. I am.

5. When did you last examine the property?

A. February 12, 1951.

6. Where is the property located?

A. On the east side of the Chalk Point Road, a mile or so north of the Muddy Creek Road.

7. Will you describe the property?

A. The property is in two pieces, one part about one acre of ground, on which the house is situated. The frontage is 130 to 140 feet on the Chalk Point Road. There is a six room house on this part about 80 or 90 years old. The house is in very bad disrepair--the roof leaks. There is no plumbing, no heat, no bath facilities. The house is now heated by a space heater. The sill under the house is in poor condition. To put in a livable condition would require a considerable amount of money. There are three bed rooms, living room, dining room and small kitchen. Very limited closet space. The main part of the house is roughly about 15 by 18 feet, to which has been added a wing approximately 10 by 12 feet, possibly 10 by 13 feet, to that a lean-to, the kitchen. There are several sheds. One looks like a pump house, about 4 by 5 feet, about 5 feet high, another about 6 by 8 appeared to be a chicken house, in very poor shape. No value.

8. Are you familiar with values in that neighborhood?

A. Yes, I am.

9. What is the market value of this particular property?

A. About $1500.00. Possibly nearer $1200.00. It is in such disrepair. The gound is worth as much as the building. My figure would be a top of $1400.00.

(Mr. Strauss)

1. Is the property such that it could be divided in kind between the five or more heirs?

A. No. It is a single unit dwelling. It is just not feasible-it could not be divided in kind without injury to the heirs.

2. What would you do?

A. Dispose of it and sell it.

3. Is there anything else you wish to state?

A. No.

Lillian V. Barrett, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name and address?

A. Lillian V. Barrett, 1027 Hillman Street, Baltimore, Md.

2. Are you married?

A. Yes, I am.

3. To whom?

A. Hugh Barrett.

4. Are you related to Mary Elizabeth Kirchner?

A. Yes, I am her daughter.

5. Is she living?

A. No, she is not.

6. When did she die?

A. November 7, 1949.

7. Where was she living when she died?

A. She lived in Anne Arundel County, Md.

8. Did she leave any children, and what are their ages?

A. She left these children: Ruby K. Ford, who is married to Donald Ford, both of whom are over 21 years of age, me, Lillian V. Barrett, who is married to Hugh Barrett, both over 21 years of age, a son, Louis

Clinton Vermillion, who is unmarried and over 21 years of age, and Irene Neubeck, who died and left the following heirs: George Neubeck, Sr., her widower, George Neubeck, Jr., who is over 21 years of age, Catherine Neubeck Fisher, who married Willard Fisher, both of whom are over 21 years of age, and Elizabeth Ireland, who married Plummer Ireland, both of whom are over 21 years of age

9. Have all of these parties been named in this suit either as plaintiffs or defendants?

A. Yes.

10. Did Mary Elizabeth Kirchner own any real estate at the time of her death?

A. She owned two lots of ground with a dwelling or some buildings on it located on the Chalk Point Road in the Seventh Election District of Anne Arundel County.

11. I hand you a deed dated August 19, 1920, from George Kirchner, et al. to Joseph Kirchner, which is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 499, attached to your Bill of Complaint, marked Plaintiffs' Ex. 1, and I ask you if this is a certified copy of the deed whereby your father acquired a portion of the property held by your mother at the time of his death?

A. Yes, that's right. (FILED HEREWITH AS EXAMINER'S EX.1)

12. I hand you a deed dated April 24, 1929, from Margaret P. Placide and husband to Mary Elizabeth Kirchner, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 495, which is marked Plaintiffs' Ex. 3 and filed with your bill of complaint and I ask you if this is a certified copy of the deed to a portion of the property held by your mother at the time of her death?

A. Yes it is. (FILED HEREWITH AS EXAMINER'S EX.2)

13. I hand you a certified copy of the Will of Joseph Kirchner, filed with your bill of complaint, marked Plaintiffs' Ex. 2, and I ask you if this is a certified copy of your father's Will?

A. Yes it is. (FILED HEREWITH AS EXAMINER'S EX.3)

14. By your father's will, all of the real estate held by him at the time of his death was devised to your mother, Mary Elizabeth Kirchner?

A. Yes.

15. At the time of your mother's death, the real estate owned by her descended to her heirs at law?

A. Yes.

16. Will you describe this property for me please?

A. It is a little over five acres of land as described in the deeds. The land is not tillable at the present time. It has a dwelling house on it that is in pretty bad condition. There are three bedrooms to the house, living room, dining room, little kitchen, no running water, no plumbing and no heat in the house. In order to occupy the house, it will require a lot of money for improvements.

17. Do you think this property can be divided among all of the heirs of your mother so that each will get an equal part of it?

A. No I don't.

18. What do you think is necessary in order to satisfy the heirs?

A. It has to be sold and the money divided.

19. Have letter of administration been taken out on your mother's estate?

A. Yes.

20. You are the administratrix?

A. Ruby K. Ford and I are the administratrices.

21. Has the estate been settled?

A. Not yet. It will be settled as soon as we sell the property and get some money with which to pay the outstanding bills.

22. Is there anything else you wish to state?

A. No.

Ruby K. Ford, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name?

A. Ruby K. Ford.

2. Where do you live?

A. I live at Chalk Point, Anne Arundel County, Md.

3. You are one of the parties to this suit?

A. Yes I am.

4. You are a daughter of Mary Elizabeth Kirchner?

A. Yes I am.

5. You have heard the testimony give here, is it correct?

A. Yes it is.

6. Do you know the property involved in this suit?

A. Yes I do.

7. Tell the Court whether or not in your opinion it is susceptible in kind without injury to the parties?

A. I think the best thing to do is to sell it and divide it accordingly.

8. Is there anything else you wish to add?

A. No.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

There being no further witnesses to be examined on behalf of the Plaintiffs at this time, and no further testimony desired in 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 19th day of February, 1951.

Emanuel Clawens (SEAL)
Examiner

E.K. $8.00
K.H.McC.$8.00

LILLIAN V. BARRETT GEORGE NEUBECK, Sr. GEORGE NEUBECK, Jr. CATHERINE NEUBECK FISHER and WILLARD FISHER, her husband	:	NO. 10,043 EQUITY IN THE
VS.	:	CIRCUIT COURT
ELIZABETH IRELAND and PLUMMER IRELAND, her husband LOUIS CLINTON VERMILLION RUBY K. FORD and DONALD FORD, her husband	:	FOR ANNE ARUNDEL COUNTY

:::::::

DECREE FOR SALE OF REAL ESTATE

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

IT IS THEREUPON, this 2d day of ~~February~~ March 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 for the purpose of partition among the parties; that Albert J. Goodman and Louis M. Strauss be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

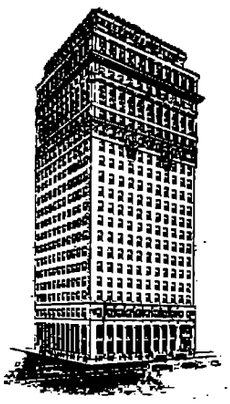
They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of Two Thousand Dollars ($ 2000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the

Filed 2 Mar., 1951.

terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Wilkinson
Judge

LIBER 71 PAGE 217



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

No 10.043 Equity

KNOW ALL MEN BY THESE PRESENTS:

That We Louis M. Strauss and Albert J. Goodman of Anne Arundel County, as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sume of Two Thousand Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of March in the year of our Lord nineteen hundred and fifty-one.

Filed 6 Mar., 1951.

WHEREAS, the above bounden Louis M. Strauss and Albert J. Goodman by virtue of a decree of the Honorable Judge of the Circuit Court has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of Lillian V. Barrett, et al, vs Elizabeth Ireland, et al. No. 10,043 Equity now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Louis M. Strauss and Albert J. Goodman do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future, decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Grace R. Hastings

Louis M. Strauss (SEAL)

Albert J. Goodman (SEAL)

AMERICAN SURETY CO. OF NEW YORK

By Thomas G. Basil
Thomas G. Basil
Attorney in fact

Witness:

Charlotte C. Dudrow

approved this 6 Mar., 1951
John H. Hopkins, 3rd, Clerk.

12

TRUSTEES' SALE
OF VALUABLE
IMPROVED REAL ESTATE
LOCATED IN THE
SEVENTH ELECTION DISTRICT
OF ANNE ARUNDEL COUNTY
MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated March 2, 1951, and passed in a cause in said Court pending wherein Lillian V. Barrett, et al., are complainants, and Elizabeth Ireland, et al., are respondents, and known as No. 10,043 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, APRIL 3, 1951,
AT 11 O'CLOCK A. M.

All there two parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

FIRST PARCEL: All that parcel of land containing approximately two-thirds of an acre, and more particularly described in a deed from George Kirchner, et al., to Joseph Kirchner dated August 19, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 499; and being the same property devised to Mary Elizabeth Kirchner by the Last Will and Testament of Joseph Kirchner, deceased, dated February 21, 1920, and filed in the Office of the Register of Wills of Anne Arundel County in Liber G. T. C. No. 1, folio 1.

SECOND PARCEL: All that parcel of land containing approximately three acres, and more fully described in a deed from Margaret P. Placido and husband to Mary Elizabeth Kirchner dated April 24, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 61, folio 495.

These tracts are contiguous and front on Chalk Point Road.

The property is improved by a two-story frame house in fair condition, consisting of living room, dining room, kitchen, and three bedrooms, without heat or other modern conveniences.

Terms of sale: A deposit of ten per cent (10%) 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, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
ALBERT J. GOODMAN, Trustee,
12 Church Circle,
Annapolis, Maryland
or
LOUIS M. STRAUSS, Trustee,
Towns-Worth Building,
Annapolis, Maryland.
ROBERT H. CAMPBELL, Auctioneer.
m-29

LIBER 71 PAGE 218

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1951

We hereby certify, that the annexed Notice of Trustee's Sale - Eq - 10,043 Lillian V. Barrett, et al Elizabeth Ireland, et al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of April, 1951. The first insertion being made the 8th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

Filed 3 April, 1951

LILLIAN V. BARRETT, et al.	:	NO. 10,043 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ELIZABETH IRELAND, et al.	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman and Louis M. Strauss, Trustees, the property described in the advertisement attached hereto, for the sum of One Thousand One Hundred Dollars ; 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 3rd day of April, 1951.

WITNESS:

Albert J. Goodman — W. Taylor Leatherbury (SEAL)

Evelyn A. Leatherbury (SEAL)

Filed 3 Apr. 1951

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and Louis M. Strauss, Trustees, the property described in the advertisement attached hereto to W. Taylor Leatherbury and Evelyn A. Leatherbury, his wife, at and for the sum of One Thousand One Hundred Dollars ($1,000.00), they 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 3rd day of April, 1951.

WITNESS:

Albert J. Goodman — Robert H. Campbell (SEAL)
Robert H. Campbell, Auctioneer

14

LILLIAN V. BARRETT, et al.	:	NO. 10,043 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ELIZABETH IRELAND, et al.	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and Louis M. Strauss, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

Filed 3 Apr., 1951

That after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, April 3, 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 these proceedings, to wit:

> First Parcel: All that parcel of land containing approximately two-thirds of an acre, and more particularly described in a deed from George Kirchner, et al., to Joseph Kirchner dated August 19, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 499; and being the same property devised to Mary Elizabeth Kirchner by the Last Will and Testament of Joseph Kirchner, deceased, dated February 21, 1926, and filed in the Office of the Register of Wills of Anne Arundel County in Liber G.T.C. No. 1, folio 1.
>
> Second Parcel: All that parcel of land containing approximately three acres, and more fully described in a deed from Margaret P. Placide and husband to Mary Elizabeth Kirchner dated April 24, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 495.
>
> These tracts are contiguous and front on Chalk Point Road.

Said property being sold to W. Taylor Leatherbury and Evelyn A. Leatherbury, his wife, -

at and for the sum of One Thousand One Hundred Dollars ($1,100.00) they being at that price then and there the highest bidder 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

Albert J. Goodman

Louis M. Strauss
Trustees

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 Albert J. Goodman and Louis M. Strauss, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

ORDER NISI

LIBER 71 PAGE 222

LILLIAN V. BARRETT, et al

versus

ELIZABETH IRELAND, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,043 Equity

Filed 3 Apr., 1951.

Ordered, this 3 day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and Louis M. Strauss, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 1100.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 14, 1951

We hereby certify, that the annexed Order Nisi - Sale - Eq. 10,043 "Lillian V. Barrett"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of May, 1951. The first insertion being made the 12th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG.....

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,043 Equity
LILLIAN V. BARRETT, et al,
Vs.
ELIZABETH IRELAND, et al.

Ordered, this 3rd day of April, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by Albert J. Goodman and Louis M. Strauss, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of May next.

The report states that the amount of sales to be $1,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-3

Filed 15 May, 1951.

(Final Order)

LIBER 71 PAGE 223

LILLIAN V. BARRETT, et al

versus

ELIZABETH IRELAND, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 15 May, 1951.

ORDERED BY THE COURT, This 15th 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 Ulrichson
Judge

NO. 10,043 EQUITY

I, LILLIAN V. BARRETT, hereby certify that I have personal knowledge or have obtained knowledge that one Irene Neubeck died in the City of Baltimore, State of Maryland, on the 18th. day of November, in the year 1934, and that she predeceased her ~~husband~~. Father

Lillian V. Barrett
Lillian V. Barrett, Affiant
1027 Hillman Street
Baltimore, Maryland

Filed 16 July, 1951.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 13th. day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Lillian V. Barrett and made oath in due form of law that the foregoing certificate is true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

Dorothy M. Campbell
Notary Public

My commission expires May 4, 1953.

In the Case of

Lillian V. Barrett,
et al
vs.
Elizabeth Ireland,
et al

In the
Circuit Court
For
Anne Arundel County
No. 10,043 Equity

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.

Filed 18 July, 1951.

July 17, 1951

All of which is respectfully submitted.

Laura K. Fahlsing
Auditor.

11

20

Dr. Lillian V. Barrett, et al vs. Elizabeth Ireland, et al in ac.

To Trustees for Commissions, viz:	32	28	32	28
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	00		
Jos. W. Alton - Sheriff's costs	2	90		
Emanuel Klawans - Examiner's fee	8	00		
Katharine H. McCutchan - stenographer's fee	8	00		
Auditor - stating this account	13	50		
			89	40
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital -Gazette Press - order nisi (acct)	6	00		
American Surety Co. of N.Y. -bond premium	10	00		
Clarence A. Remaley - appraiser's fee	25	00		
Robert H. Campbell - auctioneer's fee	10	00		
Clerk of Court - certified copies of deeds	3	50		
C. A. Remaley,Agent- fire insurance premium	10	95		
Register of Wills - certified copy of Will	2	00		
One-half Federal revenue stamps		83		
One-half State revenue stamps		82		
Grace R. Hartge - notary fee		50	107	60
To Trustees for Taxes, viz:				
1950 State and County taxes	38	63		
1951 State and County taxes ($34.92-adj)	8	93	47	56
BALANCE FOR DISTRIBUTION $830.26				
Distributed to the heirs of Mary Elizabeth Kirchner, as follows:				
To Ruby K. Ford, daughter - one-fourth $207.56				
Less direct inheritance tax 2.08	205	48		
To Lillian V. Barrett, daughter - one-fourth $207.56				
Less direct inheritance tax 2.08	205	48		
To Louis C. Vermillion, son - one-fourth $207.57				
Less direct inheritance tax 2.08	205	49		
To George P. Neubeck, grandson- one-twelfth	69	19		
To Catherine N. Fisher, granddaughter - one-twelfth	69	19		
To Elizabeth Ireland, granddaughter - one-twelfth	69	19		
To R. Glenn Prout, Register of Wills - total inheritance taxes, as above	6	24	830	26
			1,107	10

with Albert J. Goodman and Louis M. Strauss, Trustees Cr.

1951						
Apr.	3	Proceeds of Sale	1,100	00		
		Interest on deferred payment ($990.00 to 5/16/51)	7	10	1,107	10
					1,107	10

ORDER NISI LIBER 71 PAGE 227

Lillian V. Barrett, et al

VERSUS

Elizabeth Ireland,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,043 Equity. 21

ORDERED, This 18 day of July, 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 August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 1951, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michelson
Judge

Filed 7 Dec., 1951. Filed 18 July, 1951.

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 24, 1951

We hereby certify, that the annexed Order Nisi - and acct Lillian V. Barrett

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 27th day of August, 1951 The first insertion being made the 26th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine E. Lamb
Lamb

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,043 Equity
LILLIAN V. BARRETT, et al,
Vs.
ELIZABETH IRELAND, et al.

Ordered, this 18th day of July, 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 27th 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 27th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-9

Filed 7 Dec., 1951.

No. MG D 3992

22

HELENA A. KLINEDINST 3030 Woodland Avenue Baltimore, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
ENOCH W. KLINEDINST 2943 Walbrook Avenue Baltimore, Maryland	:	ANNE ARUNDEL COUNTY EQUITY NO. 10,095

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Helena A. Klinedinst respectfully shows unto your Honors:

1. That by deed dated the 30th. day of April 1947, the Plaintiff and the Defendant, who was at that time the plaintiff's husband, acquired the fee simple title to a lot or parcel of ground and improvements at Magothy Beach in Anne Arundel County, Maryland, as tenants by the entireties. That a certified copy of said deed is filed herewith marked, "Plaintiff's Exhibit A" and is prayed to be taken as part hereof. That said Deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 409, Folio 54.

2. That on the 24th. day of May, 1950, the Plaintiff was granted a divorce a vinculo matrimonii by the Circuit Court No. 2 of Baltimore City from the Defendant, Enoch W. Klinedinst. That a certified copy of said divorce decree is filed herewith marked, "Plaintiff's Exhibit B" and is prayed to be taken as part hereof.

3. That both of the parties to the proceedings reside in the City of Baltimore, State of Maryland.

4. That the Plaintiff, Helena A. Klinedinst, resides at 3030 Woodland Avenue, Baltimore, Maryland, and the Defendant, Enoch W. Klinedinst, resides at 2943 Walbrook Avenue, Baltimore, Maryland.

5. That said real estate is not susceptible to partition without material loss and injury to the parties entitled to interests therein as above stated; and that in order to make a division of said interests, it will be necessary that said real estate be sold and the

Filed 13 Nov., 1950.

proceeds thereof divided between the parties hereto according to their respective rights and interests.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of said real estate mentioned in this Bill of Complaint.

(b) That the proceeds of said sale, after the payment of the costs and expenses incurred thereto, may be distributed between the Plaintiff and the Defendant according to their respective rights and interests.

(c) That the Plaintiff may have such other further relief as this case may require.

AND AS IN DUTY BOUND.

Manuel E. Lefko
Manuel E. Lefko

Helena Klinedinst
Helena Klinedinst
Plaintiff

Ginsberg & Ginsberg
GINSBERG & GINSBERG
914-917 Garrett Building
Baltimore, Maryland

Solicitors for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 6th day of Nov. 1950, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Helena Klinedinst, the plaintiff, 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.

Myrtle Cohen
Notary Public

Int. Rev. Stamp. $4.95 Md. State Stamp $4.50

This Deed, Made this 30th day of April in the year one Thousand Nine Hundred and Forty-seven, by Harry F. Ferguson Jr. Eleanor S. Ferguson, his wife, of the City of Baltimore, State of Maryland, parties of the first part, and Enoch W. Klinedinst and Helena A. Klinedinst, his wife, of the same City and State, parties of the second part.

Witnesseth: that in consideration of Five ($5.00) Dollars, and other good and valuable consideration, the said parties of the first part do 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 lot of ground situate, lying and being in Anne Arundel County and described as follows, that is to say:

Filed 13 Nov., 1950

Beginning for the same at a stake now set on the southeast side of a road laid out along the western outline of Magothy Beach, said stake now set on the southeast sideof a road laid out along the western outline of Magothy Beach, said stake being south thirty-three degrees , west seven hundred and seventy-six feet from intersection of the southeast side of said road, with the southwest side of the road leading to the Baltimore and Annapolis Boulevard, and thence south thirty-three degrees west one hundred feet to another stake; thence south fifty-five degrees, thirty minutes east three hundred thirty feet more or less to the waters of Cattail Creek, thence northeasterly bounding on Cattail Creek, about one hundred feet to intersect a line drawn south fifty-five degrees thirty minutes east from the place of beginning and thence reversing the line so drawn and binding thereon three hundred thirty-five feet more or less to the place of beginning.

Being the same property shown on a plat prepared by Albert E. Pohmer, surveyor, on September 19, 1936.

Being also the same lot of ground designated as Lot-11 and Lot -1H of the Revised Plat of Magothy Beach filed in Cabinet 1, Rack K, being plat No. 13 as recorded among the Land Records of

Examiner's Ex 1. 7/28/51. Re-filed 3 Aug., 1951

Plaintiff's Exhibit A.

Anne Arundel County in Plat Records W. N. W. 3-27.

Being also the same lot of ground which by deed dated July 23, 1927, was conveyed by J. K. D. Williams and Co. Inc. unto the Grantors herein, said deed being recorded among the Land Records aforesaid, in Liber F. S. R. No. 20, Folio 171 &c. subject to the restrictions contained in a Deed dated August 16, 1919, and recorded among the Land Records aforesaid, in Liber W. N. W. No. 20, folio 28 from the Southern Realty Company to William E. Justus and Benjamin Pumphrey, Jr.

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

TO HAVE AND TO HOLD the said lot of ground and premises; above described and mentioned and hereby intended to be conveyed; together with the rights, privileleges, apputenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, in fee-simple.

And the said parties of the first part hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said property as may be requisite.

Witness the hands and seals of said grantors.

Test: Harry F. Ferguson, Jr. (Seal)

Ellis Peregoff. Eleanor S. Ferguson (Seal)

State of Maryland, City of Baltimore to wit:

I Hereby Certify, that on this 30th day of April in the year one thousand nine hundred and forty-seven before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Harry F. Ferguson, Jr., and Eleanor S. Ferguson, his wife, and they acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial Seal.

Louis Peregoff

(Notarial Seal) Notary Public.

Recorded May 6th., 1947, at 2:15 P. M.

State of Maryland, Anne Arundel County, Sct:

I hereby Certify, that the foregoing Deed was truly taken and copied from Liber J. H. H. No. 409, folio 54, 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 9th day of November, A. D. 1950.

John H. Hopkins 3d Clerk.

DECREE OF DIVORCE

LIBER 71 PAGE 233

Helena Klinedinst

vs.

Enouch W.Klinedinst

IN THE

Circuit Court No. 2

OF

BALTIMORE CITY

May Term, 1950.

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

It is thereupon, this 24th day of May, Anno Domini, one thousand nine hundred and -fifty- by the CIRCUIT COURT No. 2 OF BALTIMORE CITY, *Adjudged, Ordered and Decreed,* that the said Helena Klinedinst the above named complainant be, and s he is hereby DIVORCED A VINCULO MATRIMONII, from the defendant. Enouch W.Klinedinst.

Filed 13 Nov, 1950.

And it is further Ordered, that the said Enouch W.Klinedinst. pay the cost of this proceeding.

Emory H. Niles

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 27 day of Oct., 1950.

John S. Clarke

Clerk of the Circuit Court No. 2 of Baltimore City

Plaintiff's Exhibit B.

Examiner's Ex 2 7/28/51. Re-filed 3 Aug, 1951.

6

HELENA A. KLINEDINST
3030 Woodland Avenue
Baltimore, Maryland

vs

ENOCH W. KLINEDINST
2943 Walbrook Avenue
Baltimore, Maryland

LIBER 71 * PAGE 234

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 10,095

* * * * * * * * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Enoch W. Klinedinst, by Solomon Liss, his attorney, represents unto Your Honor:

1. That he admits that the Plaintiff and the Defendant are the owners of a property located at Magothy Beach in Anne Arundel County, Maryland.

2. That he admits a decree of divorce a vinculo matrimonii was rendered against him on May 24, 1950.

3. That he admits that both of the parties hereto are residents of the City of Baltimore, State of Maryland.

4. That he admits that the said real estate cannot be divided in kind, but says that he is now confined at the Maryland House of Correction at Jessups, Maryland, and that, therefore, in the event any trustee is appointed to make partition of the said premises, he desires that his counsel be appointed in order that his interest may be protected; and further, that since he will be released from the House of Correction on or about the 1st day of September, 1951, he requests this Honorable Court to set the date for the sale of the said premises some time after September 1, 1951.

AND, having fully answered, he prays that this Bill may be dismissed with costs.

Enoch W. Klinedinst
Enoch W. Klinedinst, Defendant

Solomon Liss
SOLOMON LISS
Attorney for Defendant
206 Equitable Bldg
Baltimore 2, Maryland

I HEREBY CERTIFY that a copy of the within Answer was mailed to Ginsberg & Ginsberg, attorneys for the Complainant, 914-17 Garrett Building, Baltimore 2, Maryland, this 9th day of July, 1951

Solomon Liss
Attorney for Defendant

Filed: 13 July, 1951

4

HELENA A. KLINEDINST,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
ENOCH W. KLINEDINST,	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	No. 10,095 Equity
	:	

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

TESTIMONY ON BEHALF OF

THE PLAINTIFF

July 28, 1951

Filed 3 Aug. 1951

Present:

Mr. Ginsberg, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Helena A. Klinedinst, pages 2, 3.

John L. Stieff, pages 3, 4, 5.

Clarence W. Schaefer, Jr., pages 5, 6, 7,

Helena A. Klinedinst, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. What is your name?

A. Helena A. Klinedinst.

2. Where do you live?

A. 6174 Parkway Drive, Baltimore 12, Maryland.

3. You are the Plaintiff in this case?

A. That's right.

4. You state in your bill of complaint that by a deed dated the 30th day of April, 1947, you and your former husband, Enoch W. Klinedinst, acquired a fee simple title to a lot of ground and improvements at Magothy Beach in Anne Arundel County as tenants by the entireties, is that correct?

A. That is correct.

5. I show you a certified copy of a deed dated April 30, 1947 from Harry F. Ferguson, Jr. and wife to Enoch W. Klinedinst and wife, duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 409, folio 54 and ask you if this is the copy of the deed to the property mentioned in these proceedings?

A. Yes it is.

FILED AS PLAINTIFF'S EX. A
(CERTIFIED COPY OF SAID DEED/MARKED EXAMINER'S EXHIBIT 1)

6. You further allege in your bill of complaint that on May 24, 1950, you were granted a divorce a vinculo matrimonii by Circuit Court #2 for Baltimore City, is that correct?

A. Yes it is.

7. I show you a certified copy of a decree of divorce a vinculo matrimonii and ask you if that is yours?

A. Yes it.

(CERTIFIED COPY OF DIVORCE A VINCULO MATRIMONII FILED AS PLAINTIFF'S EX. B MARKED EXAMINER'S EXHIBIT 2)

8. Both you and your husband are living in Baltimore City and the property

mentioned in these proceedings is located in Anne Arundel County as shown by the deed filed as Examiner's Exhibit 1?

A. That's right.

9. You state in your bill of complaint that the real estate involved in these proceedings is not susceptible to partition without material loss and injury to the parties entitled to interest therein and in order to make a division of the interest in that property it will be necessary that the real estate be sold and the proceeds divided according to their respective rights and interests?

A. That is correct.

(Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

Helena A. Klinedinst

Helena A. Klinedinst

John L. Stieff, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. What is your name?

A. John L. Steiff.

2. Where do you live?

A. Shipley Heights, Linthicum Post Office, Anne Arundel County, Maryland.

3. What experience have you had in appraising real estate in Anne Arundel County?

A. I have had about 14 years in experience in this Court House as transfer clerk; I have sold real estate as a broker for the past 15 years; I appraise property for the Orphans Court and for the State in Anne Arundel County.

4. Are you a licensed real estate broker?

A. Yes.

5. Did you have occasion to look at the property involved in these proceedings which is located at Magothy Beach, Anne Arundel County, Md.?

A. Yes, Mr. Schafer and myself went down to see it.

6. The property that you examined, was that the property described in the certified copy of the deed filed in this case as Examiner's Exhibit 1?

A. Yes.

7. Tell us what the property consists of?

A. The property consists of two lots 50 by 318, 100 foot front with a depth of 318 feet with the improvements of a bungalow, a bath house and two small outbuildings.

8. What kind of dwelling is it?

A. Frame construction, no plaster walls inside; the back is an enclosed porch; concrete floor; front porch has regular flooring; the bath house is 6 x 10 feet; the bungalow is approximately 29 by 48.3 feet; we found the property to be in pretty fair condition the bath house is down on the left as you go into the property on one part of the lot; the house is on the other part.

9. Is this waterfront property?

A. Yes it is.

10. Have you reached a decision as to the fair market value of that property without looking to a forced sale?

A. We did.

11. What did you find the fair market value to be?

A. $6000.00 in fee simple.

12. Mr. Klinedinst alleges in her bill of complaint that the property which you are talking about and which you have appraised is not susceptible to partition without material loss and injury to the parties entitled to interest therein and in order to make a division of the interest in that property, it will be necessary that the real estate be sold and the proceeds

be divided according to their respective rights and interests--is that correct?

A. I concur with Mrs. Klinedinst. The only way that you could dispose of it is at a sale. I don't think it could be divided without injury to the property and the parties.

(Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

John L. Stieff

John L. Stieff

****

Clarence W. Schaefer, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. What is your name?

A. Clarence W. Schaefer, Jr.

2. Where do you live?

A. Andover Road, Linthicum Heights, Anne Arundel County, Maryland.

3. What experience have you had in Anne Arundel County in appraising real estate?

A. Ten years experience. I was a real estate broker for three or four years.

5. Have you sold property in Anne Arundel County?

A. Yes.

6. Are you a licensed real estate broker?

A. Not now; I was for several years.

7. You sold real estate in what capacity?

A. Buying, selling, appraising.

8. Are you familiar with the property involved in these proceedings located at Magothy Beach?

A. Yes.

9. Did you have occasion to examine the property described in these proceedings described in a certified copy of a deed filed in this case as Examiner's Exhibit 1?

A. Yes.

10. When did you examine this property?

A. Last Saturday.

11. Describe the property?

A. The house is of frame construction; it has a tar roof; plaster board walls; built on wooden piles; it has a concrete floor in the summer kitchen; asphalt shingle sides; three bedrooms; living room; kitchen; summer kitchen; bath room; enclosed porch with concrete floor; two bath houses; the house is 29 by 48.3 feet; the size of the lot is 50 by 318 feet, making a frontage of 100 feet by 318 feet.

12. Is the property in good shape?

A. Fair shape.

13. Is it waterfront property?

A. Yes.

14. What is the name of the water?

A. Cattail Creek.

15. Did you reach a conclusion as to the fair market value of the property involved in these proceedings without looking to a forced sale?

A. Yes.

16. What is the fair market value of the property?

A. $6000.00 would be the fair market value.

17. Mrs. Klinedinst alleges in her bill of complaint that the property involved in these proceedings, which you have just appraised, is not susceptible to partition without material loss and injury to the parties entitled to interest therein and in order to make a division of the interest in that

property, it will be necessary that the real estate be sold and the proceeds be divided according to their respective rights and interests—is that correct?

A. Yes. This property is so situated that the improvements are all on the other side of the property and it couldn't be divided in equal proportion physically without detriment to both parties.

(Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

Clarence W. Schaefer Jr

Clarence W. Schaefer, Jr.

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

Witness my hand and seal this 3 day of August, 1951.

Jno. S. Strahorn (SEAL)

Examiner

J.S.S. J.S.S. $10.00

Pd. K.H.McC. K.H.McC. $8.00

HELEN A. KLINEDINST,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
vs.	:	FOR
ENOCH W. KLINEDINST	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	NO. 10,095 EQUITY

: : : : : : :

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause is respectfully submitted for Decree, and the 41st General Equity Rule is hereby waived.

Filed 10 Aug. 1951

Ginsberg & Ginsberg

GINSBERG & GINSBERG
914-917 Garrett Bldg.
Baltimore, Maryland

Solicitors for Plaintiff

Solomon Liss

SOLOMON LISS
Equitable Building
Baltimore, Maryland

Solicitors for Defendant

16

HELENA A. KLINEDINST,	:	IN
PLAINTIFF,		THE CIRCUIT COURT
VS.	:	FOR
ENOCH W. KLINEDINST,	:	ANNE ARUNDEL COUNTY
DEFENDANT.		NO. 10,095 EQUITY
	:	

: : : :

DECREE

The Bill of Complaint, Exhibits, Answer and the Testimony in the above entitled case having been submitted the proceedings therein were by the Court read and considered:

It is thereupon this 11th day of August, 1951, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED, That the real estate in these proceedings mentioned and described in the Deed dated the 30th. day of April 1947, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 409, Folio 54, and the certified copy of which is filed as "Plaintiff's Exhibit A" in these proceedings is not susceptible to partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interests, the said real estate is hereby directed to be sold at public sale.

It is further Adjudged, Ordered and Decreed that Isidore Ginsberg and Solomon Liss be and they are hereby appointed trustees to make said sale and the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Seven 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 Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be a deposit of

Six Hundred Dollars($600.00) at the time of sale and the balance upon the ratification of the sale by this Court, the balance of the of the purchase price to bear interest at the rate of 6% from the date of sale and taxes and assessments on said property to be payable by the purchaser from the date of the ratification of the sale by this Court, and as soon as soon as may be convenient after any such sale, the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money(and not before), the said Trustees shall by good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her 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 Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the cost of this suit, the expenses of said sale, and such commission to the 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.

Benjamin Michaelson
Judge

15

Trustee's Bond

LIBER 71 PAGE 245

No. 10,095 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE ISIDORE GINSBERG AND SOLOMON LISS, GARRETT BUILDING, BALTIMORE, MARYLAND as principal, and NATIONAL SURETY CORPORATION a corporation of the State of NEW YORK, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND - - - - - - - - - - -($7,000.00) - - - - - - - - - - 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 14TH day of AUGUST in the year of our Lord one thousand nine hundred and FIFTY-ONE.

WHEREAS, the above bounden ISIDORE GINSBERG AND SOLOMON LISS by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY, has been appointed trustee to sell CERTAIN PROPERTY

mentioned in the proceedings in the case of HELENA A. KLINEDINST

vs.

ENOCH W. KLINEDINST

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN ISIDORE GINSBERG AND SOLOMON LISS do and shall well and faithfully perform the trust reposed in THEM by said decree, or that may be reposed in THEM by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

WITNESS AS TO SURETY

Estelle M. Fiedler
ESTELLE M. FIEDLER

Isidore Ginsberg [SEAL]
ISIDORE GINSBERG

[SEAL]

Solomon Liss [SEAL]
SOLOMON LISS

NATIONAL SURETY CORPORATION [SEAL]

BY Rose M. Bausch
ROSE M. BAUSCH ATTORNEY-IN-FACT

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NATIONAL SURETY CORPORATION a corporation of the State of NEW YORK does hereby constitute and appoint H. C. HINDES AND ROSE M. BAUSCH, JOINTLY OR SEVERALLY its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NATIONAL SURETY CORPORATION duly affixed by its Vice-President and attested by its Assistant Secretary, this 12TH day of SEPTEMBER, 1950

NATIONAL SURETY CORPORATION

By: S. G. DRAKE
Vice President

ATTEST:

NEAL N. MACDOUGALL
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

AUGUST 14, 1951

NATIONAL SURETY CORPORATION

A. N. MACDOUGALL
Assistant Secretary

Approved this 17 day of August, 1951
John H. Hopkins, 3rd, Clerk

Filed 17 Aug. 1951

GINSBERG & GINSBERG, Attorneys
914-917 Garrett Buildings
Baltimore 2, Maryland

TRUSTEES' SALE
— OF —
VALUABLE
FEE SIMPLE PROPERTY
LOCATED AT CATTAIL CREEK, IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County in the case of Helena A. Klinedinst vs. Enoch W. Klinedinst, Equity No. 10,095, the undersigned Trustees will sell at Public Auction on the premises, on

SATURDAY, SEPTEMBER 22, 1951,
AT 2 O'CLOCK, P. M.,

two lots each having a frontage of about 50 feet by a depth of about 318 feet, located at Cattail Creek in the Third Election District of Anne Arundel County, improved by a frame dwelling, having three bedrooms, one living room and kitchen and having a composition roof and asbestos shingle siding. The house has a frontage of about 27 feet and rear of about 29 feet. It has a length of about 48.3 feet. The bungalow has a front porch and a back porch, the front porch being a regular wooden floor porch and the back porch having a cement floor. There is also a bathhouse on the premises of about 6 feet by 10 feet.

Terms of Sale: Deposit of $600.00 at the time of sale and the balance upon the ratification of the sale by the Court; the balance of purchase money to bear interest at the rate of 6% from the date of sale and taxes and assessments on property to be payable by the purchaser from the date of ratification of sale by the Court.

ISIDORE GINSBERG,
SOLOMON LISS,
Trustees.

ROBERT H. CAMPBELL, Auctioneer.
8-20

Filed Sept. 28 "1951

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 28, 1951

We hereby certify, that the annexed Trustees Sale Helena A. Klinedinst

was published in

Maryland Gazette & Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of September, 1951. The first insertion being made the 31st day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Ball

HELENA A. KLINEDINST,	:	IN
PLAINTIFF,		THE CIRCUIT COURT
vs.	:	FOR
ENOCH W. KLINEDINST,		ANNE ARUNDEL COUNTY
DEFENDANT.	:	NO. 10,095 EQUITY

: : : :

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Isidore Ginsberg and Solomon Liss, Trustees, appointed by the decree in the above entitled cause, to make sale of real estate in these proceedings mentioned and described in the Deed dated the 30th. day of April 1947, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 409, Folio 54, a certified copy of which is filed as Plaintiff's Exhibit A in these proceedings, respectfully shows, that after giving bond with security for the faithful discharge of their trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in a newspaper published in Anne Arundel County at least three weeks preceding the date of sale, said Trustees did pursuant to said notice on Saturday the 22nd. day of September, 1951, at 2:00 o'clock P.M., attend on the premises and then and there sold the said real estate to Lyon Miller and The Garden Homes Company for the sum of $3925.00, plus the assumption of the payment of two mortgages outstanding on said property and an outstanding lien on the pump on said property, as follows:

1. A first mortgage held by Sharon Fox in the amount of $2550.00 with interest at 6% from May 1, 1951.

2. A second mortgage held by Sharon Fox in the amount of $200.00 with interest from May 22, 1952 at 6%.

3. A lien on pump in the amount of $35.00.

That said Lyon Miller and The Garden Homes Company have made a deposit of $600.00 on account of said purchase price.

Isidore Ginsberg

Isidore Ginsberg

Filed Sept. 28, 1951

10

Solomon Liss
Solomon Liss

Trustees

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, That on this 25th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Isidore Ginsberg and Solomon Liss, Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Helen Small
Notary Public
HELEN SMALL

22

LIBER 71 PAGE 249

ORDER NISI

HELENA A. KLINEDINST

versus

ENOCH W. KLINEDINST

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,095 Equity

Filed Sept. 28 1951

Ordered, this 28th day of September, 19 51, That the sale of the REAL ESTATE MENTIONED IN THESE PROCEEDINGS made and reported by ISIDORE GINSBERG and SOLOMON LISS Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sales to be $3,925.00 plus the assumption of the payment of two mortgages outstanding on said property, one of $2550.00 plus interest and one of $200.00 plus interest and a lien on pump of $35.00

John H. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1951

We hereby certify, that the annexed Order Nisi No. 10,095 equity Helena A. Klinedinst

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 November, 1951. The first insertion being made the 4th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Falls

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,095 Equity
HELENA A. KLINEDINST
Vs.
ENOCH W. KLINEDINST

Filed 1 Nov. 1951

Ordered, this 28th day of September, 1951, That the sale of the REAL ESTATE MENTIONED IN THESE PROCEEDINGS made and reported by ISIDORE GINSBERG and SOLOMON LISS Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of November next.

The report states that the amount of sales to be $3,925.00, plus the assumption of the payment of two mortgages outstanding on the said property, one of $2,550.00 plus interest and one of $200.00 plus interest, and a lien on a pump of $35.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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No. MG E 3206

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(Final Order)

HELENA A. KLINEDINST

LIBER 71 PAGE 250

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

ENOCH W. KLINEDINST

Term, 19

Filed Nov. 13 1951

ORDERED BY THE COURT, This 13th day of November, 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

HELENA A. KLINEDINST
3030 Woodland Avenue
Baltimore, Maryland

vs

ENOCH W. KLINEDINST
2943 Walbrook Avenue
Baltimore, Maryland

LIBER 71 PAGE 251

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 10,095

* * * * * * * * *

PETITION

The Petition of Enoch W. Klinedinst, defendant in the above entitled cause, by Solomon Liss, his attorney, respectfully represents unto Your Honor:

1. That heretofore on April 30, 1947, the Plaintiff and the Defendant, who were at that time husband and wife, acquired fee simple property title to a lot of ground and improvements located at Magothy Beach in Anne Arundel County, Maryland.

2. That thereafter a mortgage was secured from one Sharon Fox which both the Plaintiff and the Defendant executed, and the proceeds of which was used for the joint purposes of the parties.

3. That subsequently a divorce was granted to the Plaintiff in this case from her husband, Enoch W. Klinedinst on May 24, 1950.

4. That thereafter the Petitioner filed a Bill of Complaint in this Honorable Court for a partition of the said real estate, and Solomon Liss and Isidore Ginsberg were appointed as Trustees to make sale of the said property.

5. That your Petitioner, on behalf of the Plaintiff and the Defendant paid interest on the said mortgage on May 1, 1950 in the amount of $76.50, on November 28, 1950 in the amount of $76.50, and on June 20, 1951 in the amount of $76.50, making a total payment by the Defendant for the benefit of both the Plaintiff and the Defendant in the amount of $229.50.

6. That your Petitioner believes that he is entitled to be reimbursed by the Plaintiff for one-half of the interest paid by him on behalf of both parties.

WHEREFORE, YOUR PETITIONER PRAYS that this Honorable Court may pass an Order authorizing and directing the Auditor of this Honorable Court to allow your Petitioner one-half of the interest payments made by him on behalf of the Plaintiff and the Defendant, in the said Auditor's Account.

Filed 29 Oct., 1951

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14

AND, AS IN DUTY BOUND, ETC.

LIBER 71 PAGE 252

Enoch W. Klinedinst Solomon Liss

ENOCH W. KLINEDINST, Petitioner

SOLOMON LISS
Attorney for Petitioner
206 Equitable Building
Baltimore 2, Maryland

STATE OF MARYLAND

CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 26th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared ENOCH W. KLINEDINST, and he made oath in due form of law that the matters and facts contained in the within Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

Edward Joulson
Notary Public

HELENA A. KLINEDINST	*	IN THE CIRCUIT COURT FOR
VS	*	ANNE ARUNDEL COUNTY
ENOCH W. KLINEDINST	*	EQUITY NO. 10,095

* * * * * * * * *

ORDER

Upon the aforegoing Petition and Affidavit it is this 29th day of October, 1951, by the Circuit Court for Anne Arundel County ORDERED that the standing Auditor of this Honorable Court be and is hereby authorized and directed to allow Enoch W. Klinedinst one-half of the interest payments made by him on behalf of himself and Helena A. Klinedinst, the said one-half interest amounting to $114.75, unless cause to the contrary be shown on or before the 17th day of November, 1951, provided a copy of the Petition and this Order are served on Helena A. Klinedinst or her attorney of record on or before the 7th day of November, 1951.

Filed 29 Oct, 1951

Benjamin Michaelson
Judge

LIBER 71 PAGE 253

HELENA A. KLINEDINST 3030 Woodland Avenue Baltimore, Maryland	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.		
ENOCH W. KLINEDINST 2943 Walbrook Avenue Baltimore, Maryland	:	EQUITY NO. 10,095
	:	
	: : :	

ANSWER TO PETITION

TO THE HONORABLE, THE JUDGESOF SAID COURT:

The Answer of Helena A. Klinedinst, Complainant to the Petition filed by the Defendant, respectfully shows unto your Honors:

1. That in answer to said Petition she says that she submits to the passage of an Order authorizing and directing the Auditor of this Honorable Court to allow to Enoch W. Klinedinst, the Petitioner, one-half (1/2) of the interest payments of $229.50 (that is $114.75) in the Auditor's account.

AND AS IN DUTY BOUND, ETC.

Filed 31 Oct, 1951

Helena A. Klinedinst

Helena A. Klinedinst

Ginsberg and Ginsberg

GINSBERG & GINSBERG
914-917 Garrett Building
Baltimore, Maryland

Solicitors for Helena A. Klinedinst

Service of copy made by mailing same to Solomon Liss, Solicitor for Enoch W. Klinedinst, Equitable Building, Baltimore 2, Maryland, this 31st day of October, 1951.

Ginsberg & Ginsberg

GINSBERG & GINSBERG
914-917 Garrett Building
Baltimore, Maryland

Solicitors for Helena A. Klinedinst

Filed 31 Oct., 1951

ORDER

Upon the aforegoing Answer and the Petition previously filed by Enoch W. Klinedinst, the Defendant, it is this 31st day of October, 1951, by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED:

That the Auditor allow to Enoch W. Klinedinst one-half (1/2) of the interest payments in the amount of $229.50 (that is 114.75) in the Auditor's account to be stated in these proceedings, subject to any proper exceptions.

Benjamin Michaelson

In the Case of

Helena A. Klinedinst

vs.

Enoch W. Klinedinst

In the **Circuit Court** For Anne Arundel County

No. 10,095 Equity

Filed 17 Dec., 1951

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 11, 1951

All of which is respectfully submitted.

Laura R. Jackling, Auditor.

Dr. Helena A. Klinedinst vs. Enoch W. Klinedinst in ac.

To Trustees for Commissions, viz:		148	88	148	88
To Trustees for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Defendant's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		37	00		
Jos. W. Alton - Sheriff's costs		1	45		
John S. Strahorn - Examiner's fee		10	00		
Katharine H. McCutchan - stenographer's fee		8	00		
Auditor - stating this account		18	00		
				94	45
To Trustees for Expenses, viz:					
Capital- Gazette Press -advertising sale		28	76		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
The A. S. Abell Co. - advertising sale		3	00		
National Surety Corp. - bond premium		28	00		
Robert H. Campbell - auctioneer's fee		20	00		
Charles W. Schaefer, Jr. and John L. Stieff - appraisers' fee		30	00		
The Layton Co. - fire insurance premium (adjusted to 11/30/51)		12	34		
One-half Federal revenue stamps		2	20		
One-half State revenue stamps		2	20	140	50
To Trustees for Taxes, viz:					
1950 State and County taxes		47	64		
1951 State and County taxes (adjusted to 11/13/51)		27	67		
				75	31
Balance for distribution -	$3,503.52				
Distributed as follows:					
To Helena A. Klinedinst - one-half	$1,751.76				
LESS					
One-half mortgage interest paid by Enoch W. Klinedinst (Order of 10/31/51)	114.75				
		1,637	01		
To Enoch W. Klinedinst - one-half	$1,751.76				
PLUS					
One-half mortgage interest due by Helena A. Klinedinst (Order of 10/31/51)	114.75				
		1,866	51	3,503	52
				3,962	66

with Isidore Ginsberg and Solomon Liss, Trustees Cr.

1951						
Sept.	22	Proceeds of Sale	3,925	00		
		Interest on deferred payment - 2 months 8 days	37	66	3,962	66
					3,962	66

LIBER 71 PAGE 257

ORDER NISI

Filed 21 Jan., 1952. Filed 17 Dec., 1951.

Helena A. Klinedinst

VERSUS

Enoch W. Klinedinst

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,095 Equity.

ORDERED, This 17 day of December, 19 51, 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 19 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 19 day of January next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of January, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
C. J.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1952

We hereby certify, that the annexed Order Nisi Auditors Account Equity 10095 Helena A. Klinedinst

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 19th day of January, 1952. The first insertion being made the 19th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carson

No. E. C. 9753

34

18

Filed 18 Jan., 1952.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,095 Equity
HELENA A. KLINEDINST
Vs.
ENOCH W. KLINEDINST

Ordered, this 17th day of December, 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 19th 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 19th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

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

EWALD J. KONRAD and ROBERTA KONRAD High Point, R.F.D.#3 Pasadena, Maryland Plaintiffs	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
HOWARD CONWAY and VIRGINIA M. CONWAY High Point, R.F.D.#3 Pasadena, Maryland AND THE CAPITOL BLDG. & LOAN ASS'N, INC. 812 Light Street Baltimore, Maryland AND RICHARD E. CONWAY and DORIS CONWAY High Point, R.F.D.#3 Pasadena, Maryland Defendants	:	IN EQUITY NO. 9994

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

Filed June 29, 1950

BILL TO REFORM DEEDS AND MORTGAGES

To the Honorable, the Judges of said Court:

The Complainants, Ewald J. Konrad and Roberta Konrad, by their Attorney, C. Maurice Weidemeyer, complaining, say:

1). That they are husband and wife and that by deed, date December 20, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 298, folio 128, they acquired title to Lots 1 to 28 inclusive, in Section 32, as shown on the Plat of Green Haven, Armiger addition, which said Plat is recorded in Plat Cabinet 1, Rod M, Plat 15, excepting therefrom in said deed, all that strip of land 50 feet wide, which was conveyed, prior thereto, by deed, dated February 27, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 197, folio 75, from Claude Gilbert, Receiver, to the County Commissioners of Anne Arundel County, for the purpose of using said strip for a County Road, thereafter and now known as "The Pike".

2). That the parts of lots conveyed to your Complainants, as aforesaid and now in controversy, herein are as follows:

A triangular portion of Lot 24, Section 32, which lies to the South of "The Pike" and those portions of Lots 13, 14, 15 and 16 in Section 32, which lie to the North of "The Pike". That the subdivision in which these portions of lots are located is commonly known at present as "High Point", and is in the Third Election District of Anne Arundel County.

3). That on March 11, 1946, your Complainants entered into a contract of sale with the Defendants, Howard H. Conway and Virginia M. Conway, his wife, for the sale to said Defendants of the portions of Lots #24 and 25 lying South of "The Pike" as well as all of Lots # 1, 2, 3, 4, 5, 6, 7, 8, and 9 and those portions of lots #10, 11, 12, 13, 14, 15 and 16 lying to the South of "The Pike", and all of Lots #26, 27 and 28 in Section 32 of the subdivision aforesaid. That the sale price was $750.00 and Defendants paid as a deposit the sum of $50.00. That your Complainants gave to Defendant Howard H. Conway a receipt for the deposit and a memorandum of the contract in writing which was in terms as follows:

March 11, 1946

I, Mr. Ewald Josef Konrad sold to Mr. H. Conway Building Lots in Section 32 -- Lots No. 1-to 16. 25 to 28 surrounded by Streets The Pike North Woodlawn Ave West 9th Street South East

Price sold for	$750.00
Deposit	50.00
	$700.00
Bal on settlement	

E. J. Konrad
Roberta B. Konrad

4). That after making the aforesaid contract of sale, the Defendants, Howard H. Conway and Virginia M. Conway, his wife, obtained the services of their own attorney in Baltimore, to prepare the deed of conveyance for them. That inadvertently, when said attorney prepared the deed of conveyance, the deed did not except from the conveyance those portions of lots 13, 14, 15 and 16 in said Section 32, and which lay to the North of "The Pike", as was intended by all the parties to this contract. That at the time of the settlement, your Complainants were requested to execute the deed which had been prepared by the attorney for the Defendants,

Howard H. Conway and Virginia M. Conway, and believing said deed conveyed only such land as was contemplated by the contract, your Complainants signed and executed said deed on May 16, 1946. That there was omitted in said deed the portion of Lot 24 lying to the South of "The Pike" and said deed now recorded in Liber J.H.H. 360, folio 265, purported to convey all of lots 1-16, inclusive, as well as 25 to 28 inclusive, and containing only an exception of the part of said lots which were conveyed to the County Commissioners of Anne Arundel County; from Claude Gilbert, Receiver, hereinbefore set forth.

5). That said deed should have contained, in order to conform to the intention of the parties, a reservation in the Complainants of those portions of Lots Nos. 13, 14, 15 and 16 lying to the North of "The Pike", and a conveyance to Defendants Howard H. Conway and Virginia M. Conway of that portion of Lot # 24, Section 32, lying to the South of "The Pike".

6). That concurrent with the execution of the deed by your Complainants, the Defendants Howard H. Conway and Virginia M. Conway, executed a mortgage covering said lots conveyed to The Capitol Building and Loan Association, Inc., which mortgage is recorded in J.H.H. 360, folio 266. That later said Defendants Howard H. Conway and wife executed another mortgage to The Capitol Building and Loan Association, Inc., covering the same lots, which said mortgage is dated June 25, 1946, and is recorded in Liber J.H.H. 367, folio 104. That by release filed in this Court and recorded in J.H.H. 386, folio 382, the said Building and Loan Association released Lots Nos. 25 to 28, inclusive, in Section 32, from the force and effect of the aforesaid two mortgages.

7). That by deed dated October 31, 1946, and recorded in Liber J.H.H. 386, folio 383, the Defendants Howard H. Conway and wife conveyed to Richard E. Conway and Doris Conway, his wife, Lots 25 to 28, inclusive, in Section 32, excepting therefrom the portion conveyed to the County Commissioners by deed aforesaid, recorded in J.H.H. 197, folio 75.

8). That at all times since your Complainants conveyed to Defendants Howard H. Conway and Virginia M. Conway, his wife, by deed aforesaid, dated May 16, 1946, your Complainants have used and occupied those portions of Lots #13, 14, 15 and 16 in Section 32, lying to the North of "The Pike", and the Defendants Howard H. Conway and wife, and also their successors to title, Richard E. Conway and Doris Conway, his wife, have used and occupied Lots 25 to 28, as well as the triangular portion of Lot 24 lying to the South of "The Pike". That your Complainants did not discover the error in their deed to Defendants Howard H. Conway and Virginia M. Conway until in the year 1947, when they attempted to place a mortgage covering the portion s of Lots 13, 14, 15 and 16 in Section 32, lying to the North of "The Pike", at which time they were advised that their deed dated May 16, 1946, purported to convey said portions lying to the North of "The Pike" to the Defendants Howard H. Conway and wife.

9). Since the discovery of the error in said deed, your Complainants have, on numerous occasions, repeatedly requested the Defendants Howard H. Conway and Virginia M. Conway, to reconvey the portions of Lots Nos. 13, 14, 15 and 16 lying to the North of "The Pike" to them, or in the alternative, to accept a corrected deed, and your Complainants have offered to make such a conveyance to the Defendants Howard H. Conway and wife, or to the Defendants Richard E. Conway and wife a deed to the triangular portion of Lot #24 to correct that part of the original error, but said Defendants Howard H. Conway and wife have refused to cooperate for the purpose of correcting the error of the aforesaid deed of May 16, 1946. Your Complainants aver that the aforesaid deed of May 16, 1946, constitutes a cloud on their title in ownership to the Northern portion of Lots Nos. 13, 14, 15 and 16 in Section 32, and since all of their efforts for an equitable and prompt solution of the controversy have failed, they now allege

that it is necessary that this Court intervene in the matter and reform the deed of May 16, 1946, so asto have said deed conform with the intention of the parties as expressed in their contract of March 11, 1946.

TO THE END, THEREFORE:

1). That upon hearing of this cause, this Court reform the deed of May 16, 1946, reserving to your Complainants title and ownership, in and to the portion of Lots Nos. 13, 14, 15 and 16 in Section 32, lying to theNorth of "The Pike", and at the same time, reform said deed so as to convey to the Defendants Howard H. Conway and Virginia M. Conway, his wife, or to Richard E. Conway andDoris Conway, his wife, as the Court may direct, that triangular portion of Lot 24 lying to the South of "The Pike", or in the alternative,

2). That this Court declare null and void the deed of May 16, 1946, and decree such equitable adjustment in the premises as the nature of the case may require.

3). That Defendants Howard H. Conway and Virginia M. Conway his wife, be required to pay all reasonable costs by the Complainants incurred herein, besides a reasonable Counsel fee.

4). That your Complainants may have such other and further relief, order, process and decrees as the nature of the case may require.

May it please this Honorable Court to grant unto your Complainants writs of subpoenas directed to the said Defendants, Howard H. Conway and Virginia M. Conway, his wife, residing at High Point, Anne Arundel County, Md., and to Richard E. Conway and Doris Conway, his wife, also residing at High Point, Anne Arundel County, Md., and to The Capitol Building and Loan Association, a body corporate, whose office and place of business is at 812 Light Street, Baltimore, Maryland, commanding them to be and appear in this Court

at some certain date to be named therein and answer the premises and abide by and perform such decrees as may be passed therein.

AND AS IN DUTY BOUND, etc.

Ewald J. Konrad

Roberta Konrad
Complainants

C. Maurice Weidemeyer
Attorney for Complainants
236 Main St.
Annapolis. Md.

EWALD J. KONRAD, et al	:	IN THE
	:	CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
HOWARD CONWAY, et al	:	EQUITY No. 9994

The Answer of The Capital Building and Loan Association of Baltimore City, a body corporate, by Benjamin Kann, its solicitor, to the bill of complaint filed herein by Ewald J. Konrad and Roberta Konrad, Plaintiffs, respectfully shows:

1. Answering paragraph first of said Bill of Complaint, this Defendant admits the matters and facts alleged therein.

2. Answering paragraph second of said Bill of Complaint, this Defendant is without sufficient knowledge as to the matters and facts therein alleged and neither admits nor denies the same.

3. Answering paragraph third of said Bill of Complaint, this Defendant is without sufficient knowledge as to the matters and facts therein alleged and neither admits nor denies the same.

4. Answering paragraph fourth of said Bill of Complaint, this Defendant admits that the Deed referred to was prepared by an Attorney employed by Howard H.Conway and Virginia M.Conway, and it admits that the deed did not except portions of lots 13, 14, 15 and 16, in said Section 32 which lay to the North of "The Pike", but as to whether or not this was the intention of the parties, this Defendant neither admits nor denies. This Defendant further admits that said Deed did not include any portion of Lot 24, but it has no knowledge as to whether or not this was intended by the parties.

5. Answering paragraph fifth of said Bill of Complaint, this Defendant is without sufficient knowledge as to the matters and facts alleged in said fifth paragraph and neither admits nor denies the same.

6. Answering paragraph sixth of said Bill of Complaint, this Defendant admits the matters and facts therein contained.

Filed 21 July, 1950.

7. Answering paragraph seventh of said Bill of Complaint, this Defendant admits the matters and facts therein contained.

8. Answering paragraph eighth of said Bill of Comolaint, this Defendant is without sufficient knowledge as to the matters and facts alleged in said paragrah eighth, and neither admits nor denies the same.

9. Answering paragraph ninth of said Bill of Complaint, this Defendant is without sufficient knowledge as to the matters and facts alleged in said paragraph ninth and neither admits nor denies the same.

AND as in duty bound, etc.

Benjamin Kann

Benjamin Kann
1405 Fidelity Building
Baltimore 1, Maryland

Solicitor for Defendant
The Capital Building and Loan
Association of Baltimore City

I Hereby Certify, that on this nineteenth day of July, 1950, a copy of the aforegoing Answer was mailed to C. Maurice Weidemeyer, 236 Main Street, Annapolis, Maryland, Solicitor for Plaintiffs. Postage Prepaid.

Benjamin Kann

Benjamin Kann, Solicitor for
The Capital Building and Loan
Association of Baltimore City

EWALD J. KONRAD and ROBERTA KONRAD, his wife	:	NO. 9994 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
HOWARD CONWAY and VIRGINIA M. CONWAY, et al.	:	ANNE ARUNDEL COUNTY

:::::::

DEMURRER AND ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Howard Conway and Virginia M. Conway, two of the respondents in the above-entitled case, file this, their demurrer and answer to the bill of complaint against them exhibited, and respectfully show:

That these respondents demur to said bill of complaint and to each and every paragraph thereof, and as grounds for said demurrer, say:

FIRST: That said bill of complaint is bad in substance and insufficient in equity.

SECOND: That the complainants have not stated in their bill of complaint such a case as entitles them to any relief in equity against these respondents.

THIRD: That the allegations of said bill of complaint do not support and will not sustain a decree granting the relief prayed for.

FOURTH: That said complainants have failed to file proper exhibits with their bill of complaint.

FIFTH: That said bill of complaint and the contract set forth therein fail to show that the deed subsequently executed by the complainants did not express the intent of the parties or that there was a mutual mistake in its execution or a mistake on the part of the complainants with full knowledge thereof by these respondents.

SIXTH: That the written contract as set forth in said bill of complaint evidencing the intent of the parties and in pursuance of which said deed of conveyance was subsequently executed, omits any reference to a

Filed 11 Aug. 1950

portion of Lot 24; that the complainants in their bill of complaint are attempting to reform a deed to include land never in contemplation of the parties and never contracted for sale.

AND for such other and further reasons to be shown at the hearing hereon.

AND still further answering said bill of complaint and each and every paragraph thereof, and averring that they are entitled to have the demurrer interposed in this cause prior to the hearing on the facts alleged in said bill of complaint, these respondents respectfully show unto Your Honors:

FIRST: That inasmuch as the allegations contained in Paragraph One of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

SECOND: That it appears from the allegations of the entire bill of complaint that certain portions of the lots referred to in Paragraph Two are in controversy; but being without complete knowledge thereof, they neither admit nor deny the same.

THIRD: They emphatically deny entering into a contract of sale on March 11, 1946, for any portions of lots, as referred to in Paragraph Three of said bill of complaint, but aver that their agreement was to purchase and to have conveyed to them all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 25, 26, 27 and 28 of Section 32, as shown on the Plat of Green Haven, Armiger Addition. They admit the purchase price of $750.00 and the deposit of $50.00 as therein alleged, but are without accurate recollection of the terms of their receipt; and they, therefore, neither admit nor deny the same.

FOURTH: They admit employing an attorney to prepare their deed of conveyance, but deny any error in its preparation, as alleged in Paragraph Four of said bill of complaint. They further aver that it was not the intention of either the complainants or these respondents to except any

portion of Lots 13, 14, 15 and 16 lying north of "The Pike" or to include any portion of Lot 24; and further, that their deed of May 16, 1946, conveyed to them precisely the property agreed upon by and between the complainants and these respondents.

FIFTH: They emphatically deny the allegations contained in Paragraph Five of said bill of complaint.

SIXTH: That inasmuch as the allegations contained in Paragraph Six of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

SEVENTH: That inasmuch as the allegations contained in Paragraph Seven of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

EIGHTH: They deny the complainants have continuously since their conveyance used and occupied the northern portion of Lots 13, 14, 15 and 16 as set forth in Paragraph Eight of said bill of complaint, although they may have, on occasions and with the permission of these respondents, driven over parts thereof in passing to their home. They deny using and occupying any portion of Lot 24 as therein alleged inasmuch as this was not included in their deed and was never intended to be conveyed to them. They neither admit nor deny the remaining allegations of said paragraph.

NINTH: They admit the complainants have on several occasions requested them to convey portions of Lots 13, 14, 15 and 16 to the complainants and to accept a deed to a portion of Lot 24, and that they have refused to do so for the reasons hereinbefore stated; that they were offered and they purchased, in addition to the others referred to in their deed, all of Lots 13, 14, 15 and 16; and they did not contract for any part of Lot 24. They, furthermore, deny that their deed is a cloud on the complainants' title as they have no claim, right or interest in any of the lots heretofore conveyed to these respondents.

AND having fully answered said bill of complaint, they beg to be

hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Respondents,
Howard Conway and
Virginia M. Conway

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HOWARD CONWAY and VIRGINIA M. CONWAY and made oath in due form of law that the foregoing demurrer is not filed for the purpose of delay.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

I hereby certify that I mailed a copy of the foregoing demurrer and answer to C. Maurice Weidemeyer, solicitor for the complainants, 236 Main Street, Annapolis, Maryland, this 10th day of August, 1950.

Solicitor for Respondents,
Howard Conway and
Virginia M. Conway

Ewald J. Konrad et.,ux.	:	IN THE CIRCUIT
	:	COURT FOR ANNE
VS	:	ARUNDEL COUNTY
Howard Conway et.,ux., et.,al.,	:	
	:	IN EQUITY # 9994

Answer.

To the Honorable, the Judges of Said Court

Your Respondents Richard E. Conway and Doris Conway, his wife, by Ewald O. Robinson, their Solicitor, answering the Bill of Complaint heretofore filed against them in this Honorable Court, respectfully show unto your Honor

1. Answering paragraphs One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Eight (8) and Nine (9) of said Bill of Complaint, your Respondents Richard E. Conway and Doris Conway say that the matters and facts, as alleged in said paragraphs, are matters and facts beyond the personal knowledge of Your Respondents, and that therefore they can neither admit nor deny such allegations, and require strict proof thereof by the Complainants.

2. Answering paragraph Seven (7) of said Bill of Complaint, your Respondents Richard E. Conway and Doris Conway admit the allegations therein contained

Wherefore, having fully answered the Bill of Complaint, heretofore exhibited against them, your Respondents Richard E. Conway and Doris Conway, his wife, pray that the same be hence dismissed with their proper costs.

And as in duty bound etc.

Ewald O. Robinson
Solicitor.

Richard E. Conway
Doris Conway

Copy left at office of C. Maurice Wardmyer Esq. 8/15/50 Ewald O. Robinson

Filed 17 Aug., 1950

ROBINSON, MURPHY & ROCHFORT - Attorneys And Counselors At Law - Baltimore, Maryland

EWALD J. KONRAD	:	
&	:	
ROBERTA KONRAD PLAINTIFFS	:	
VS	:	
HOWARD CONWAY	:	IN THE CIRCUIT COURT
&	:	FOR
VIRGINIA M. CONWAY	:	
&	:	ANNE ARUNDEL COUNTY
THE CAPITAL BUILDING AND LOAN ASSOCIATION INC.	:	IN EQUITY NO. 9994
&	:	
RICHARD E. CONWAY	:	
&	:	
DORIS CONWAY DEFENDANTS	:	

Filed 5 May, 1951.

ORDER OF DISMISSAL

MR. Clerk:

Please dismiss the above cause of action upon payment of costs by the Plaintiff for the reason that same has been settled.

C. Maurice Weidemeyer
Attorney for Plaintiff

Albert J. Goodman
Attorney for Howard Conway & Virginia Conway

Benjamin Kann
Attorney for Capital Building and Loan Association of Baltimore City.

Oswald C. Robinson
Attorney for Richard E. Conway & Doris Conway

5

Ex parte in the matter	*	In the Circuit Court for
of	*	Anne Arundel County, Md.
Margarite Trappe, a lunatic	*	Equity No. 8897
	*	

* * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Milton H. Trappe, next friend of Margarite Trappe, by Linwood L. Clark, his attorney, respectfully represents:

1. That he is the ex-husband of the said Margarite Trappe and divorced her over a year ago on the ground of incurable insanity for a period of over three years before the institution of said suit, and that she was and still is an inmate of Spring Grove State Hospital;

2. That William Henry Anthony Trappe, son of said lunatic, and your petitioner, died in action in the armed forces, and your petitioner, who was made executor in his will, has qualified, filed his bond, and letters were duly issued to him, July 10, 1945;

3. That the said lunatic will participate in said son's estate and also be entitled in her own right to certain insurance payments from the government;

4. That at the hearing of this petition your petitioner will set out, so far as he knows, the quantity of said estate and moneys now due or to be due to the said lunatic.

WHEREFORE he respectfully prays:

That a suitable order be passed under Maryland Code Article 16, Section 125, to the end that a trustee be appointed to receive any moneys or property belonging to said lunatic and care for and manage same under the provisions of said Article 16, Section 125.

Milton H. Trappe
Milton H. Trappe
Petitioner

Linwood L. Clark
Linwood L. Clark
Attorney for Petitioner

Filed-August 8-1945

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

TO WIT:

I HEREBY CERTIFY That before me, a notary public, of the State of Maryland, in and for Anne Arundel County, personally appeared Milton H. Trappe, and made oath in due form of law, that the matters and facts above set forth are true to the best of his knowledge and belief:

WITNESS my hand and notarial seal this 6 day of August, 1945.

Linwood L. Clark
Notary Public

ORDER

Upon the foregoing Petition and Affidavit IT IS ORDERED this day of August, 1945, by the Circuit Court for Anne Arundel County, Maryland, that the said Margarite Trappe be summoned within 10 days from this date, and a copy of the summons and this petition and order be left with the superintendent or official in charge of Spring Grove Hospital, and that a hearing of this matter be had before one of the standing examiners of this Court on or before 15 days from this date.

AND IT IS FURTHER ORDERED that Noah A. Hillman, Esquire, be and he is hereby appointed Guardian Ad Litem to make answer for the said Margarite Trappe, a lunatic, in this matter.

Filed - 9th August 1945

Judge

Ex Parte, in the	*	IN THE CIRCUIT COURT FOR
Matter of	*	ANNE ARUNDEL COUNTY
Margarite Trappe, a lunatic	*	No. 8897 Equity

***

Filed - August 27, 1945

To the Honorable, the Judges of said Court:

The Answer of Margarite Trappe, by Noah A. Hillman, her guardian ad litem, respectfully shows:

The said Margarite Trappe, having been found to be incurably insane, cannot admit or deny the allegations of the petition filed by Milton H. Trappe for appointment of a trustee, but submits her rights in the premises to this Honorable Court for such decree as may be proper.

Noah A. Hillman
Guardian ad Litem

Ex parte in the matter	*	In the Circuit Court for
of	*	Anne Arundel County, Md.
Margarite Trappe, a lunatic	*	Equity No. 8897
	*	

* * * * * * * * * * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioner, Milton H. Trappe, respectfully represents:

1. That he has filed a petition as next friend of Margarite Trappe, alleging incurable insanity and praying for the appointment of a trustee for her under Maryland Code Article 16, Section 125.

2. That on August 9, 1945 an appropriate order was filed providing that a hearing before one of the standing examiners of this court be had on or before 15 days from that date, but the official court stenographer is not available.

WHEREFORE the petitioner respectfully prays that Mrs. Dorothy Bird be appointed special stenographer in the taking of testimony in the above case.

Filed August 29, 1945

Linwood L. Clark
Attorney for Petitioner

ORDER

IT IS ORDERED by the Circuit Court for Anne Arundel County this 29 day of August, 1945, that the said Dorothy Bird be and she is hereby appointed special stenographer to take the testimony in the above case.

Filed August 29-1945

Judge

Ex Parte In the Matter of	*	In the Circuit Court for
Margarite Trappe (better	*	Anne Arundel County, Maryland
known as Marguerite Trappe)	*	Equity 8897

* * * * * * * * * * * * * * * * * *

TESTIMONY ON BEHALF OF THE PETITIONER

August 31, 1945

Present:

Mr. Linwood L. Clark, Solicitor for Petitioner

Mr. Noah A. Hillman, Guardian ad litem and Counsel for Defendant

Mrs. Dorothy Bird, Special Stenographer approved by the Court and duly sworn by the Clerk. John S. Strahorn Examiner.

Filed - September 6, 1945

Milton H. Trappe, petitioner, having been duly sworn, testified on his own behalf as follows:

(By Clark)

1. Mr. Trappe, please give me your full name.

A. Milton H. Trappe.

2. You are the petitioner in this case as next friend of Margarite Trappe, aren't you?

A. Yes, but her correct name is Marguerite Trappe. Petitioner by his counsel asks leave to make this correction in these proceedings.

3. What is your relation, if any, to Marguerite Trappe?

A. I am her ex-husband.

4. Are you living together now?

A. No. She became hopelessly insane in 1939 and has since been in the State hospital.

5. Has there been any legal separation?

A. Yes - divorce on the ground of incurable insanity.

6. Were any children born of that marriage?

A. Yes, a son, William Henry Anthony Trappe.

7. Is he still living?

A. No. He was killed in this war.

8. What evidence have you of that fact?

A. I have in my hand a letter dated July 25, 1945 from Edward F. Witsell, Major-General acting as the Adjutant General of the Army in which he gives us full information concerning the death of our son.

At the request of Counsel this letter is put in evidence as petitioner's Exhibit A.

9. Mr. Trappe, what necessitates this petition for the appointment of a trustee?

A. She has $315.00 insurance money coming to her - also $500.00 from the Government as back pay for our son.

10. So far as you know now, that is all the monies that belong to her?

A. Yes.

11. And this cannot be payable to anyone except to a guardian or trustee appointed by the court?

A. Yes.

12. Who are your ex-wife's closest relatives?

A. Her mother who resides in Red Hill, Pennsylvania.

13. Do you know her name?

A. Yes, Sally Harpel.

14. Has she blood relatives in Maryland?

A. No.

15. What suggestion have you to make to the court with respect to the appointment of a trustee for your ex-wife?

A. I would suggest that her mother be appointed her guardian, if possible.

16. Should the court find that this would be impossible or unsuitable, would you be willing to serve in that capacity?

A. Yes, but I am not seeking the appointment.

General question: Do you know or can you state any other facts pertinent to the issues in this case?

A. No.

Cross examination and signatures waived.

Mr. John H. Hopkins, III, Clerk of the Circuit Court, having been duly sworn, testified as follows:

1. Your name is John H. Hopkins, III?

A. Yes.

2. You are the Clerk of the Circuit Court of Anne Arundel County and as such charged with the safe keeping of the court records of this county?

A. That is correct.

3. Have you with you divorces No. 2385 Milton H. Trappe vs. Marguerite Trappe?

A. Yes.

4. I find in the proceedings in this case the depositions of Dr. Silas W. Weltmer, Superintendent of Spring Grove Hospital, and Dr. John G. Kunkel, Physician of Mental Diseases at Spring Grove State Hospital. Also, I show you what purports to be a complete and correct copy of these depositions together with the notary's certificate and return. Please state whether that is a full and correct copy.

A. That is correct.

5. Mr. Examiner, I file in these proceedings this copy of depositions as petitioner's Exhibit B.

General question: Do you know or can you state any other facts pertinent to the issues in this case?

A. No.

Cross examination and signatures waived.

There being no further testimony desired to be taken by the petitioner, and none offered on behalf of the defendant, the testimony is now closed and returned to this Court this 6 day of September, 1945.

Jno S Strahorn (Seal)
John S. Strahorn, Examiner

WAR DEPARTMENT

THE ADJUTANT GENERAL'S OFFICE

WASHINGTON 25, D. C.

IN REPLY REFER TO:

AGPC-G 201 Trappe, William H. A.
(5 Jul 45) 33552475

25 July 1945

Mr. Milton Trappe

Edgewater, Maryland

Dear Mr. Trappe:

At the request of the First Army Air Forces Base Unit, Bolling Field, D. C., I am writing you concerning your son, the late Sergeant William H. A. Trappe.

Your desire for all available information surrounding the death of your son is most understandable, and I regret that so much sorrow has come to you. Reports received in the War Department disclose that Sergeant Trappe was assistant engineer of a B-24H type aircraft which participated in a bombing mission over Brunswick, Germany on 19 May 1944. This plane was attacked by an enemy aircraft, and was last seen over the target area. All ten members of the crew were initially reported missing in action when their plane failed to return to its base, but subsequent official reports reached the War Department from the German Government, through the International Red Cross, stating that five members of this crew were killed in action. No definite details were received, however, regarding Sergeant Trappe and the other crew members.

Died - September 6, 1945

The circumstances as related above were such that there was some basis for hope of your son's survival at the time he disappeared, but after the lapse of twelve months these circumstances, when considered in connection with all other relevant factors, lost their significance. As you were previously informed, Sergeant Trappe's case was reviewed in accordance with the provisions of Public Law 490, 77th Congress, as amended, which resulted in official findings of death of your son and the four remaining members of his crew, showing 20 May 1945 as the presumed date of death. Based on the experience of the War Department, it is reasonably certain that if Sergeant Trappe were alive, he would have been so reported before twelve months' absence had elapsed. In this connection I wish to advise that the overseas authorities are constantly doing their utmost to secure information regarding our missing personnel, as well as those in whose cases presumptive findings of death were made. Captured enemy records are being carefully examined and verified, and details are obtained from men who were reported missing, but have returned to military control, including liberated prisoners of war. Since the surrender of

Germany, reports have been received which indicate recovery of the remains of many men who were originally recorded as missing in action for a period of twelve months and whose status it was later necessary to change to a finding of death in accordance with the provisions of the above cited law.

I am sorry that the conditions of warfare have denied to many families complete knowledge of the circumstances attending the fate of their loved ones, but it is hoped that satisfying information concerning your son's death will eventually become available. My deepest sympathy is with you in the great loss you have been called upon to bear.

Sincerely yours,

Edward F. Witsell

EDWARD F. WITSELL
Major General
Acting The Adjutant General of the Army

Milton H. Trappe	*	In the Circuit Court for
vs	*	Ann Arundel County
Margarite Trappe	*	Divorce No. 2385
COPY	*	COPY

* *

STIPULATIONS UNDER DEPOSITIONS RULE 4

It is stipulated by the plaintiff through his attorney, Linwood L. Clark, and the defendant by her Guardian ad Litem and the Counsel, Noah A. Hillman, appointed by the Court, that because of the unnecessary hardship and expense that would be entailed upon the hereinafter named physicians, by personal attendance in Annapolis, B. Compton Graham, Notary Public of the State of Maryland, in and for Baltimore County, shall proceed to the Spring Grove State Hospital, Catonsville, Maryland, where the defendant is confined, and there take the depositions of two physicians, competent in psychiatry, to answer the following interrogatories:

Filed - 6th September 1945

1. What is your name, location, business or profession?
2. Do you know Margarite Trappe, the defendant in the above entitled case?
3. Can you tell me where the defendant, Margarite Trappe is now?
4. How long has she been there?
5. Are you sufficiently competent in psychiatry to testify as to the mental condition of the defendant, Margarite Trappe?
6. What do you know about Margarite Trappe respecting her sanity, and if insane, state whether in your opinion, her case is curable or incurable.
7. Please state very briefly the reasons for your conclusion.

Linwood L. Clark
Linwood L. Clark, Attorney for Plaintiff

Noah A. Hillman
Noah A. Hillman, Attorney for Defendant

DEPOSITIONS

Dr. Silas W. Weltmer, a witness for the plaintiff, having been sworn to make true response to the following interrogatories, to the best of his knowledge and belief, deposed or answered as follows:

1. What is your name, location, business or profession?
A.
Silas W. Weltmer, M.D.
Superintendent
Spring Grove State Hospital
Catonsville 28, Maryland

2. Do you know Margarite Trappe, the defendant in the above entitled case?
A.
Yes.

3. Can you tell me where the defendant, Margarite Trappe is now?
A.
She is a patient in the Spring Grove State Hospital, Catonsville, Maryland.

4. How long has she been there?
A.
She has been a patient on our books continuously since May 17, 1940.

5. Are you sufficiently competent in psychiatry to testify to the mental condition of the defendant, Margarite Trappe?
A.
Yes.

6. What do you know about Margarite Trappe respecting her sanity, and if insane, state whether in your opinion her case is curable or incurable?
A.
My observation of Mrs. Margarite Trappe since the date of her admission convinces me that she is insane, and in my opinion she is incurable.

7. Please state very briefly the reasons for your conclusion.
A.
Mrs. Margarite Trappe is suffering from Schizophrenia which is a grave form of mental illness, and owing to the long duration and nature of her symptoms, which have failed to respond to any of our several forms of intensive treatment, it is my opinion that she is incurably insane.

Silas W. Weltmer
Deponent
Silas W. Weltmer, M.D.

Dr. John G. Runkel, a witness for the plaintiff, having been sworn to make true response to the following interrogatories, to the best of his knowledge and belief, deposed or answered as follows:

1. What is your name, location, business or profession?
A.
John G. Runkel, M.D.
Physician of Mental Diseases
Spring Grove State Hospital
Catonsville, 28, Maryland

2. Do you know Margarite Trappe, the defendant in the above entitled case?
A.
Yes.

3. Can you tell me where the defendant, Margarite Trappe is now?
A.
She is a patient in the Spring Grove State Hospital, Catonsville, Maryland.

4. How long has she been there?
A.
She has been a patient on our books continuously since May 17, 1940.

5. Are you sufficiently competent in psychiatry to testify to the mental condition of the defendant, Margarite Trappe?
A.
Yes.

6. What do you know about Margarite Trappe respecting her insanity, and if insane, state whether in your opinion, her case is curable or incurable?
A.
My observation of Mrs. Margarite Trappe since the date of her admission convinces me that she is insane, and in my opinion she is incurable.

7. Please state very briefly the reasons for your conclusion.
A.
Mrs. Margarite Trappe is suffering from Schizophrenia which is a grave form of mental illness, and owing to the long duration and nature of her symptoms, which have failed to respond to any of our several forms of intensive treatment, it is my opinion that she is incurably insane.

Deponent
John G. Runkel, M.D.

NOTARY'S RETURN TO COURT

State of Maryland
County of Baltimore to-wit:

I, B. Compton Graham a Notary Public of the State of Maryland, in and for Baltimore County, do hereby certify that the above transcribed depositions were taken before me at the Spring Grove State Hospital, Catonsville, Maryland, on the 31st day of July, 1944, in pursuance of the foregoing stipulations as provided by Rules of Court, and were taken upon written interrogatories; and that they were reduced to writing by me and were so taken to be used on behalf of the plaintiff, Milton H. Trappe in the action of Milton H. Trappe vs Margarite Trappe, now pending in the Circuit Court for Anne Arundel County, State of Maryland, and that said testimony was taken in pursuance of the stipulations of the parties hereto by and through their respective counsel; and that said deponents before examinations were sworn to testify to the truth, the whole truth and nothing but the truth, relative to said cause, and that said depositions were read to the deponents making same, and were then subscribed by them.

B. Compton Graham
B. Compton Graham
Notary Public
My commission expires May 1st, 1945

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

Ex Parte in the Matter of	*	In the Circuit Court For
Marguerite Trappe,	*	Anne Arundel County, Maryland
a Lunatic	*	Equity No 8897

* * * * * * * * * * * * * * * *

Filed - 13th Sept. 1945

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree and the 41st Equity Rule is hereby waived.

Linwood L. Clark
Solicitor for Petitioner

Noah A. Hillman
Guardian ad litem for
Marguerite Trappe

ORDER

This case standing ready for hearing, and being submitted, testimony was taken before an examiner, and the proceedings read and considered.

Filed - 13th Sept. 1945

It is thereupon this 13th day of September 1945, by the Circuit Court for Anne Arundel County, ~~Sitting~~ Sitting in Equity, Adjudged, Ordered and Decreed, that SALLY HARPER be, and she is hereby appointed trustee for Marguerite Trappe, a lunatic, and as such shall care for and manage the property of said incompetent, and may upon proper order of this court, spend cash for said incompetent's, support and maintenance.

Judge

LIBER 71 PAGE 287

Ex Parte in the Matter of	:	In the Circuit Court for
Marguerite Trappe,	:	Anne Arundel County, Maryland
a Lunatic	:	Equity No. 8897

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

The proceedings in this case having been read and considered, it is this 5th day of February, 1946, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, that Marguerite Trappe be and she is hereby declared incompetent by reason of a mental disability and that Sally Harpel be and she is hereby appointed Trustee to take charge and manage all property, real and personal, belonging to Marguerite Trappe and to receive any and all funds that may be due the said incompetent from any source what-so-ever and to execute receipts therefore, as may be necessary, from time to time.

It is further ADJUDGED, ORDERED AND DECREED that said Trustee before expending any sums for said incompetent's support and maintenance, shall obtain an Order of this Court therefor, and it is further ADJUDGED, ORDERED AND DECREED that before the said Sally Harpel shall proceed to act as such Trustee, she shall give bond in the penalty of Two Thousand Dollars to the State of Maryland, with a corporate surety to be approved by this Court for her faithful discharge of her duties as such Trustee.

And it is further ADJUDGED, ORDERED AND DECREED that the Order of this Court dated September 13th, 1945 be and the same is hereby stricken out.

JUDGE

Filed - 5th February, 1946.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, STATE OF MARYLAND

EX PARTE IN THE MATTER	:	EQUITY
OF MARGUERITE TRAPPE,	:	
A LUNATIC	:	NO. 8897.

BOND OF TRUSTEE

Filed March 19, 1946.

WHEREAS by decree and order dated 5th day of February, 1946, Marguerite Trappe was, by the above designated Court, declared incompetent by reason of mental disability, and Sally Harpel was appointed trustee to take charge and manage all property, real and personal, belonging to Marguerite Trappe as by reference to the above captioned cause will more fully appear; and

WHEREAS it was further provided by said decree that before the said Sally Harpel shall proceed to act as such trustee, she shall give bond in the penalty of TWO THOUSAND DOLLARS ($2000.) to the State of Maryland.

NOW KNOW ALL MEN BY THESE PRESENTS, That we Sally Harpel, as principal, and American Surety Company of New York as surety, are held and firmly bound unto the State of Maryland in the sum of $2000.00 for which payment well and truly to be made we have and do hereby firmly bind and oblige ourselves our heirs

9

executors, successors and assigns.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden Sally Harpel shall well and truly and faithfully do and perform all of her obligations as such trustee, and shall well and truly and faithfully account for all moneys or property of the said incompetent coming into her hands, and shall in all respects comply with law and the orders and decrees of said Court, then this obligation to be null and void; otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF the said Sally Harpel has hereunto set her hand and seal, and American Surety Company of New York has caused this obligation to be duly executed by and on its behalf the 23rd day of February A.D., 1946.

WITNESSES:

Jean W. Bonnard :

Geneva Freed :

Sally Harpel (SEAL)
Sally Harpel

AMERICAN SURETY COMPANY OF NEW YORK

BY [redacted]

ATTEST: R. K. Garrett
Resident Asst. Secretary

W. Sears Ring
Resident Vice-President

28-460-461

COUNTERSIGNED

By Thomas G. Gaines

At Annapolis, Maryland.

Registered Resident Agent

Form G 337

AUTHORITY OF SIGNERS FOR SURETY

LIBER 71 PAGE 290

Transcripts from the Record Book of the Board of Trustees

American Surety Company of New York

"A meeting of the Board of Trustees of AMERICAN SURETY COMPANY OF NEW YORK was held at the office of the Company, No. 100 Broadway, New York City, on Tuesday, January 16, 1945, at twelve o'clock noon.

* * * *

"Upon motion duly made, seconded and unanimously carried, the following Resident Officers were elected, to hold office until their respective successors shall have been duly chosen and shall qualify, or until they shall resign or be removed as provided in the By-Laws:

PLACE	RESIDENT VICE-PRESIDENTS	RESIDENT ASSISTANT SECRETARIES
PHILADELPHIA, PA.	R. E. BENHAM	R. E. BENHAM
	DAVID B. BUCK, JR.	DAVID B. BUCK, JR.
	M. BUSHA	M. BUSHA
	G. A. CAVANAUGH	G. A. CAVANAUGH
	B. M. FITZGERALD	B. M. FITZGERALD
	M. K. HODGSON	R. K. GARRETT
	R. A. HOWARD	M. E. HAGER
	W. G. KEATING	H. C. HANSEN
	JOS. A. MACKLE	M. K. HODGSON
	H. B. PHILLIPS	W. G. KEATING
	W. SCOTT REIG	JOS. A. MACKLE
	H. T. REYNOLDS	R. V. MILLER
		H. B. PHILLIPS
		W. SCOTT REIG
		H. T. REYNOLDS

* * * *

"The following resolution was duly adopted:

"RESOLVED, That the President, the Vice-Presidents and the Resident Vice-Presidents be, and they hereby are, and each of them is hereby authorized and empowered to execute and deliver any and all surety bonds and undertakings for or on behalf of the Company, in its business and in accordance with its Charter; such bonds and undertakings to have in every instance, however, the seal of the Company affixed thereto, and to be attested by the signature of the Secretary, an Assistant Secretary, or a Resident Assistant Secretary of this Company."

* * * *

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, H. J. FALLON Assistant Secretary of AMERICAN SURETY COMPANY OF NEW YORK, do hereby certify that the foregoing transcripts from the Record Book of the Board of Trustees of AMERICAN SURETY COMPANY OF NEW YORK are correct transcripts from said Record Book. I further certify that the foregoing transcript of resolution is a just, true, correct and complete copy of the original thereof.

Given under my hand and the seal of the Company, at New York, N. Y., this 23rd of February, 1946

ASSISTANT SECRETARY.

In the Matter of Marguerite Trappe, A Lunatic	:	In the Circuit Court for Anne Arundel County, Maryland Equity No. 8897

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Sally Harpel respectfully shows:

1. That by deed dated March 21, 1940 Warren Smadbeck and wife conveyed to Milton H. Trappe and Marge C. Trappe, as joint tenaants lots nos. 4880, 4881, and 4882, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H 215, folio 118; that by deed dated March 8, 1938, the said Smadbeck and wife conveyed to Margé C. Trappe and Milton H. Trappe, as joint tennants, lots nos. 4875, 4876, 4877, 4878, and 4879 which said deed is recorded in Liber F.A.M. 177, folio 182.

2. That said Lots are improved by a bungalow now being occupied by the said Milton H. Trappe.

3. That by proceedings filed July 14, 1944, in this Honorable Court known as number 2385 Divorces, the said Milton H. Trappe obtained an absolute Divorce from Marguerite Trappe, who is the same party as that mentioned in the said deed as Marge C. Trappe.

4. That the said Marguerite Trappe or her estate is receiving no benefit or income from the property whatsoever and that your petitioner believes that it would be to the best interest of her estate, that a proceeding be instituted for the purpose of obtaining a sale of the property and a division of the proceeds of the sale as well as an accounting from the said Milton H. Trappe.

Wherefore your petitioner prays the Honorable Court to pass an order authorizing her, as Trustee, to institute a partition case in the Circuit Court for Anne Arundel County on the Equity side of the Court for this purpose.

Filed-16th Sept. 1946

10

Sally Harpel
Trustee

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY TO WIT:

I hereby certify that on this SIXTH day of September, 1946, personally appeared before me, Sally Harpel and made oath in due form of law, that the matters and facts stated in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal ~~Notarial~~ OFFICIAL.

Forrest J. Henry
Notary Public

FORREST J. HENRY, JUSTICE OF THE PEACE
411 Main St., Red Hill, Montg. Co., Pa.
My Commission Expires 1st Monday Jan. 1950

ORDER OF COURT

ORDERED this 19th day of September 1946, by the Circuit Court for Anne Arundel County, that Sally Harpel, Trustee, in the above entitled case, be and she is hereby authorized and directed to institute a partition case for the sale of the property mentioned in this petition, and for such other relief as she may feel that the said Marguerite Trappe is entitled, said proceedings to be filed in the Equity Court of Anne Arundel County.

Filed - 16th September 1946

Judge

IN THE MATTER OF	:	No. 8897 EQUITY
MARGUERITE TRAPPE,	:	IN THE
A Lunatic	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

PETITION TO DISCHARGE TRUSTEE

To the Honorable, the Judges of said Court:

The petition of Marguerite Trappe, now Staub, respectfully shows:

1. That on the 5th day of February, 1946, she was declared to be incompetent and her mother, Sally Harpel, was appointed Trustee to take charge and manage her affairs.

2. That on the 13th day of February, 1947, this case was combined with No. 9123 Equity and the said Sally Harpel was appointed Trustee for the purposes of said case and to receive the funds from the sale of the real estate mentioned therein.

3. That on the 10th day of July, 1948, your petitioner, Marguerite Trappe was married to John A. Staub in Pennsylvania.

4. That on March 11, 1950, your petitioner submitted herself to H.C.Podall, M.D., 15 Jacoby Street, Norristown, Pennsylvania, a duly qualified psychiatrist and was found to be competent as will be seen by reference to his report attached hereto marked " Exhibit A" and prayed to be taken as a part hereof.

Wherefore your petitioner prays the Court to declare this petitioner now competent and that the Trustee be discharged and any funds in her hands be turned over to your petitioner.

Marguerite Trappe Staub
Marguerite Trappe Staub

Solicitors for Petitioner

Filed - 18th April 1950

11

State of Pennsylvania, County of Montgomery To Wit:

I hereby certify that on this 28th day of March in the year Nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Marguerite Trappe Staub, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial,

NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 1, 1953

Helen D. Glass
Notary Public

I hereby assent to the passage of an order as above prayed.

Sally Haffel
Sally Haffel, Trustee

ORDER OF COURT

Ordered this 19th day of April, 1950, by the Circuit Court for Anne Arundel County, in Equity, that Marguerite Trappe Staub be and she is hereby declared to be competent and the Trustee is hereby authorized and directed to submit all accounts in this case to the Court Auditor for the purpose of stating a final account and upon the statement of the final account and the payment of the funds to the said Marguerite Trappe Staub the Trustee be and she is hereby discharged.

Benjamin Wickard
Judge

Filed April 19" 1950

NERVOUS AND MENTAL DISEASES

H. C. PODALL, M. D.
15 JACOBY STREET
NORRISTOWN, PA.
PHONE 7924

QUALIFICATIONS OF DR. H. C. PODALL

Was graduated from Baltimore Medical College in 1908 (now University of Maryland)

Licensed to practise medicine and surgery in the State of Pennsylvania August 10, 1911.

Certified by the American Board of Psychiatry and Neurology as qualified to practise the specialty of Psychiatry and Neurology, December 1937 (Certificate #443)

Psychiatrist at Montgomery County Prison for past 20 years, at Norristown, Pa.

Formerly 1st Assistant Physician at Norristown State Hospital for Insane.

Consultant Neurologist at the Montgomery Hospital and Sacred Heart Hospital, Norristown, Pa.

Specializing in Psychiatry for the past 25 years, and have qualified as a Specialist in Psychiatry in Montgomery County Court and other County Courts in the State of Pennsylvania, etc. etc.

Am a Fellow Member, in good standing, of the American Psychiatric Society, American Medical Association, State and County Medical Societies in Pennsylvania.

At present on the staff of the Veterans Administration Facility at Coatesville, Chester County, Penna., and for the past 20 years as a Senior Medical Officer.

Exhibit "A"

NERVOUS AND MENTAL DISEASES

H. C. PODALL, M. D.
15 JACOBY STREET
NORRISTOWN, PA.
PHONE 7924

MARGE MARGUERITE C. TRAPPE (NOW STAUB)

Mrs. Staub was examined at my office on March 11,1950 to determine the advisability of having her Guardian discharged.

She gave the following information:

Was born in East Greenville, Pa. on August 30, 1904; received her schooling at East Greenville High School, and left school at about 16 years of age.

There is no history of serious injuries or illness during her early life.

After leaving school she worked in a Knitting Factory until she was married to a Mr. Trappe, at about 17 years of age. She was the mother of one boy, who lost his life during World War No.2.

She was divorced from her first husband, Mr. Trappe, in June, 1947.

States that she was a patient about 15 years ago in a Mental hospital at Catonsville, Md., and it was during the time she was a patient at that Mental Hospital a guardian was appointed for her.

She was discharged from Catonsville Mental Hospital on January 17, 1947, and since that time she has adjusted well, being employed at various places, among the places she has worked was the John Wanamaker Store, Philadelphia, Pa., and she did housework at different private homes.

She was lawfully married to John A. Staub on July 10, 1948; no children being born to this union, and she is still happily living with her present husband.

After her second marriage she worked, for a time, assisting her husband in his Meat market business. Then, in November, 1949, she opened a Gents Furnishing Store (including Children's wear) under the name of J.A.STaub Department Store, on Main Street, Spring Mount, Pennsylvania, where she is in charge of all the business transactions of the store, buying and selling merchandise, and has been doing financially well since she has opened the store, up to the present time.

MENTAL EXAMINATION

She is coherent and relevant in conversation; her memory is well retained for recent and remote events.

NERVOUS AND MENTAL DISEASES

H. C. PODALL, M. D.
15 JACOBY STREET
NORRISTOWN, PA.
PHONE 7924

No hallucinations or delusions elicited. There is no defect in her judgment, and she shows no evidence of becoming a victim of designing persons.

She describes to the Examiner that she has about $3000 coming to her, and if she would get the money from the guardian she would put it in the bank, and if necessary would use it to buy merchandise eto. for her store..

She shows no evidence at the present time of any definite psychosis.

EVALUATION OF MRS. STAUB'S MENTAL CONDITION

It is my opinion, after examining Mrs. Trappe (now Mrs. Staub), as to the advisability of having her guardian discharged, she has made a good social and economic adjustment since she left the Mental Hospital at Catonsville, Md., being steadily employed up to the time she remarried in June, 1948, and since her second marriage she has also been employed first for her husband at a Butcher Shop, and then, later in November, 1949, she opened a Gents Furnishing Store, selling Junior clothing etc., and is carrying on this business satisfactorily by herself, attending to all the buying and selling, etc.

She is happily married at the present time to her second husband, Mr. John A. Staub.

She has good judgment, at the present time; her memory shows no defect, and she shows no evidence of a psychosis at the present time.

It is reasonable to believe that her mental condition will continue favorably, and that she will be able to carry on her present business, and is not apt to become the victim of designing persons.

It is recommended that her guardian should be discharged.

H C Podall

H.C.PODALL

PSYCHIATRIST.

In the Case of

Ex Parte,
In the Matter of
Marguerite Trappe,
~~vs~~ a lunatic

In the
Circuit Court
For
Anne Arundel County
No. 8897 Equity

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, in accordance with the Order of Court dated April 19, 1950.

July 9, 1950

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

12

Dr. In the Matter of Marguerite Trappe, a lunatic In ac.

To Trustee for Commissions, viz:				
Commission on income (5% of $1,377.00)	68	85		
Commission on Corpus for 1947 and 1948 (1/8 of 1% of $3,155.00)	3	94		
Commission on Corpus for 1949 (1/8 of 1% of $2,065.00)	2	58	75	37
To Trustee for Court costs, viz:				
Clerk of Court - Costs of 7/23/46	44	30		
Clerk of Court - additional costs	6	80		
Auditor - stating this account and furnishing five copies	15	00	66	10
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct.)	5	00		
American Surety Co. of N.Y. - bond premiums for years 1946, 1947, 1948, 1949 and 1950	100	00		
Clerk of Court - certified copies of decree and Trustee's report	4	00		
Court Auditor - examining and verifying Trustee's annual reports for years 1946, 1947 and 1948	12	00		
Julian W. Barnard and Marvin I. Anderson - fees for legal services rendered from 10/14/47 to 5/1/50	125	00		
American Surety Co. of N. Y. - counter signature bond fee	1	00		
Montgomery Trust Co. - bank service charge		25	247	25
To Trustee for Support and Maintenance of Marguerite Trappe, viz:				
Theresa Rosenberger - maintenance from 1/15/47 to 6/15/48	510	00		
County Commissioners of Anne Arundel County - balance for maintenance at Spring Grove	43	00		
Sally Harpel - refunding amounts advanced for clothing, dental care, etc, as per various orders of Court	185	06		
Marguerite Trappe - spending money	30	00	768	08
To Trustee for Expenses in Connection with Corpus of Estate, viz:				
Julian W. Barnard and Marvin I. Anderson - legal services rendered in #8897 Equity as per Order of 10/22/45	200	00		
County Commissioners of Anne Arundel County - claims for support and maintenance at Spring Grove Hospital to 1/16/47, as per Order of 10/22/46	100	00		
Marvin I. Anderson and Julian E. Barnard - legal services rendered in connection with sale of real estate as per order of 10/14/47	250	00	550	00
Balance of income in hands of Trustee	220	22		
Balance of corpus in hands of Trustee	2,605	00	2,825	22
			4,532	00

with Sally Harpel, Trustee Cr.

INCOME RECEIPTS		
U. S. Veterans Administration - pension and compensation from 7/18/46 to 9/7/48	1,377 00	1,377 00
CORPUS RECEIPTS		
U. S. Veterans Administration - accrued pensions from 5/21/45 to 5/31/46	555 00	555 00
Proceeds of sale of one-half interest in Lots #4880, #4881 and 4882 at Woodland Beach, Anne Arundel County, asper Order of Court of 2/13/47 passed in #9123 Equity	2,250 00	2,250 00
Monumental Life Insurance Co. - proceeds of policy of insurance on life of son, William	315 00	315 00
Proceeds sale of Plymouth four door sedan, as per Order of 12/4/47	35 00	35 00
		4,532 00

ORDER NISI LIBER 71 PAGE 301

Ex Parte,

In the Matter of

Marguerite Trappe,

a lunatic

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 8897 Equity.

ORDERED, This 13th 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 17th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

John H Hopkins 3rd.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of August, 1950, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 13th July 1950

Filed 18 Aug., 1950.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8897 Equity

EX PARTE IN THE MATTER OF MARGUERITE TRAPPE, a lunatic

Ordered, this 13th 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 17th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-2

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1950

We hereby certify, that the annexed Order Nisi - Eq #8897

Marguerite Trappe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 1950 The first insertion being made the 19th day of July, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed 18 August 1950

No. MG. 1499

14

In the Case of

EX PARTE,	)	In the
In the matter of	)	CIRCUIT COURT
MARGUERITE TRAPPE,	)	for
a Lunatic	)	ANNE ARUNDEL COUNTY
	)	No. 8897 Equity

SATISFACTION OF AWARD, RECEIPT AND
FINAL RELEASE OF TRUSTEE

Filed - September 11, 1950.

KNOW ALL MEN BY THESE PRESENTS That I, Marguerite Trappe Staub, formerly Marguerite Trappe, the person for whose benefit the Trustee in the above captioned matter was constituted, do hereby acknowledge that I have this day received from Sally Harpel, the Trustee in the above captioned matter, the sum of TWENTY-EIGHT HUNDRED TWENTY-FOUR DOLLARS twenty-two cents ($2824.22) being the final balance in the hands of the Trustee after final accounting, and being the full and complete balance of the corpus and income constituting the assets of said trust, the balance thereof as shown by the final account being Twenty-eight Hundred Twenty-five Dollars twenty-two cents, being explained by the fact that after said accounting the Trustee was required to pay One additional dollar to cover the advertising thereof. IN CONSIDERATION WHEREOF I do hereby acknowledge that I have received full satisfaction of all awards or amounts due me as shown by said accounting, and I do further hereby for myself, my heirs

16

executors and assigns release, acquit and exonerate and forever discharge Sally Harpel, individually and as trustee of and from any claim, right of demand, cause or causes of action which I ever did have, might have had or could have had arising out of or by reason of the administration of said trust, and I do hereby forever acquit and discharge her and her surety.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 6th day of ~~August~~ September, A.D., 1950.

WITNESSES:

Robert W. Fredericks: Marguerite Trappe Staub (SEAL)
MARGUERITE TRAPPE STAUB

SALLY HARPEL, Trustee	:	NO. 9123 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILTON H. TRAPPE	:	ANNE ARUNDEL COUNTY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Sally Harpel, Trustee, complaining unto your Honors, shows:

(1) That on the fifth (5th) day of February 1946, she was duly appointed by this Honorable Court, Trustee to take charge and manage all property real and personal belonging to Marguerite Trappe, and has duly qualified by filing the stipulated bond; that by Order of this Honorable Court, dated September 19th, 1946, she was authorized and directed to institute this case.

(2) That by deed dated March 21, 1940, Warren Smadbeck and wife conveyed to Milton H. Trappe and Marge C. Trappe (the said Marge C. Trappe being the same person as Marguerite Trappe), as joint tenants, lots Nos. 4880, 4881, and 4882, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 215, folio 118; that by deed dated March 8, 1938, the said Warren Smadbeck and wife conveyed to Marge C. Trappe and Milton H. Trappe, as joint tenants, lots nos. 4875,4876,4877,4878, and 4879 which said deed is recorded in Liber F.A.M. 177, folio 182. Certified copies of said deed are filed herewith and prayed to be taken as a part hereof marked "Exhibit A" and "Exhibit B".

(3) That said lots are improved by a bungalow now being occupied by the said Milton H. Trappe.

(4) That by proceedings filed July 14, 1944 in this Honorable Court, known as number 2385 Divorces, the said Milton H. Trappe obtained an absolute divorce from Marguerite Trappe, who is the same party as that mentioned in the said deed as Marge C. Trappe. The said Divorce having been granted on August 16, 1944.

(5) That the said Marguerite Trappe or her estate is re-

Filed Oct. 2, 1946

-ceiving no benefit or income from the property whatsoever and said real estate is not susceptible of an advantageous partition among the parties interested and cannot be divided among them without loss or interest; that a sale is necessary and for the best interest and advantage of all the parties interested in order that the proceeds thereof may be divided between the said parties in proportion to their respective int rests, but none can be made without the aid and intervention of this Honorable Court.

To the end therefore:

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

2. That a Trustee may be appointed to convey the property to the purchaser of purchasers upon ratification of said sale.

3. That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix the Writ of Subpoena directed to the said Milton H. Trappe, Woodland Beach, Anne Arundel County, Maryland, commanding him to be and appear in this Court on some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed herein.

Marvin Anderson
Solicitor for Complainant

Sally Harpel
Complainant -- Trustee

STATE OF PENNSYLVANIA, COUNTY OF MONTG, TO WIT:

I hereby certify that on this 27th day of September, 1946, before me, the subscriber, a ~~Notary Public~~ JUSTICE OF THE PEACE, of the State of Pennsylvania, in and for the County aforesaid, personally appeared Sally Harpel, Trustee, as herein recited, and made oath in due form of law that the matters and things herein stated are true to the best of her knowledge and belief.

As witness my hand and seal ~~Notarial~~ OFFICIAL

Forrest J. Henry
~~Notary Public~~
FORREST J. HENRY, JUSTICE OF THE PEACE
411 Main St., Red Hill, Montg. Co., Pa.
My Commission Expires 1st Mon. in Jan. 1950

SALLY HARPEL, Trustee

vs.

MILTON H. TRAPPE

No. 9123 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Sally Harpel, Trustee, Complainant in this case, respectfully shows:

That on the 2nd. day of October, 1946, your petitioner filed a Bill of Complaint against the Respondent, Milton H. Trappe, amongst other things praying for a Decree for the sale of certain real estate.

That the Respondent in this case was duly summoned and has failed to file an Answer, although the time for doing so has expired.

Wherefore your petitioner prays:

That a Decree Pro Confesso may be passed by this Honorable Court and leave be granted to your petitioner to take testimony before one of the Standing Examiners of this Court.

And as in duty bound, etc.,

Marvin L. Anderson
Solicitor for Petitioner

Filed Oct. 24, 1946

Upon the aforegoing Petition, it is this 24 day of October, 1946, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the Bill of Complaint in this case be and the same is hereby taken Pro Confesso and leave is further granted to the Complainant in this cause to take testimony before any one of the Standing Examiners of this Court to substanitate the allegations of the Bill of Complaint.

[signature] A.J.

SALLY HARPEL, Trustee	:	NO. 9123 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILTON H. TRAPPE	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

MOTION TO STRIKE OUT DECREE "PRO CONFESSO" AND LEAVE TO FILE AMENDED BILL OF COMPLAINT

Filed January 31, 1947

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant and Respondent in the above case by their attorneys move that the decree "pro confesso" heretofore entered in this case be stricken out and leave be granted to file an amended Bill of Complaint.

Solicitor For Complainant

Solicitor for Respondent

ORDER OF COURT

Filed February 3 1947

ORDERED this 3rd day of ~~January~~ February, 1947 by the Circuit Court for Anne Arundel County that the decree "pro confesso" heretofore entered in this case be and the same is hereby stricken out and leave granted to file an amended Bill of Complaint.

Judge

3

SALLY HARPEL, Trustee : NO. 9123 EQUITY

: IN THE CIRCUIT COURT

vs. : FOR

MILTON H. TRAPPE : ANNE ARUNDEL COUNTY

: : : : : : : : : :

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Sally Harple, Trustee, complaining unto your Honors, shows:

(1) That on the fifth (5th) day of February 1946, she was duly appointed by this Honorable Court, Trustee to take charge and manage all property real and personal belonging to Marguerite Trappe, and has duly qualified by filing the stipulated bond; that by Order of this Honorable Court, dated September 19th, 1946, she was authorized and directed to institute this case.

(2) That by deed dated March 21, 1940, Warren Smadbeck and wife conveyed to Milton H. Trappe and Marge C. Trappe (the said Marge C. Trappe being the same person as Marguerite Trappe), as joint tenants, lots Nos. 4880, 4881, and 4882, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 215, folio 118; that by deed dated March 8, 1938, the said Warren Samdbeck and wife conveyed to Marge C. Trappe and Milton H. Trappe, as joint tenants, lots nos. 4875, 4876, 4877, 4878, and 4879 which said deed is recorded in Liber F.A.M. 177, folio 182. Certified copies of said deed are filed herewith and prayed to be taken as a part hereof marked "Exhibit A" and "Exhibit B".

(3) That said lots are improved by a bungalow now being occupied by the said Milton H. Trappe.

(4) That by proceedings filed July 14, 1944 in this Honorable Court, known as number 2385 Divorces, the said Milton H. Trappe obtained an obsolute divorce from Marguerite Trappe, who is the same party as that mentioned in the said deed as Marge C. Trappe. The said Divorce having been granted on August 16, 1944.

(5) That the said Sally Harpel, Trustee has entered into

Filed February 12, 1947

4

a Contract of Sale with Milton H. Trappe for a sale to him of the ½ undivided interest of Marguerite Trappe, subject to the ratification by this Honorable Court, in and to the hereinbefore described property for the sum of $2250.00 a copy of said Contract is filed herewith, marked Exhibit "C" and is prayed to be taken as a part hereof.

(6) That it is to the best interest and advantage of both parties concerned that said sale be ratified and confirmed. A sworn appraisal of two qualified realtors is filed herewith marked Exhibit "D" and is prayed to be taken as a part hereof.

To the end Therefore:

1. That a decree may be passed for the sale of the ½ interest contracted to be sold.

2. That the contract of sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of conveying the same and transferring the interest of the said Marguerite Trappe to the Vendeed.

3. That your Oratrix may have such other and further relief as her case may require.

May it please your Honors to grant unto your Oratrix the Writ of Subpoena directed to the said Milton H. Trappe, Woodland Beach, Anne Arundel County, Maryland, commanding him to be and appear in this Court on some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed herein.

Marvin Anderson
Solicitor for Complainant

Sally Harpel
Complainant -- Trustee

STATE OF PENNSYLVANIA, COUNTY OF , TO WIT:

I hereby certify that on this 21st day of January, 1947 before me, the subscriber, a ~~Notary Public~~ JUSTICE OF THE PEACE, of the State of Pennsylvania, in and for the County aforesaid, personally appeared Sally Harpel, Trustee, as herein recited, and made oath in due form of law that the matters and things herein stated are true to the best of her knowledge and belief.

As witness my hand and seal.

OFFICIAL ~~Notarial~~ Seal
FORREST J. HENRY, JUSTICE OF THE PEACE
411 Main St., Red Hill, Montg. Co., Pa.
My Commission Expires 1st Mon. in Jan. 1950

Forrest J. Henry
Notary Public

Int. Rev. Stamp $.50- Md. State Stamp $.10

THIS DEED, Made this 21st day of March, in the year One Thousand Nine Hundred and Forty, by and between WARREN SMADBECK AND DEVEREAUX E. SMADBECK, his wife, of the Borough of Manhattan City, County and State of New York, parties of the first part, and MILTON H. TRAPPE and MARGE C. TRAPPE, JOINT TENANTS, of Edgewater Post Office, State of Maryland, parties of the second part:

WITNESSETH: That in consideration of the sum of Five Dollars, and other valuable considerations paid, the receipt whereof is hereby acknowledged, the said parties of the first part, do hereby grant and convey unto said parties of the second part, their heirs and assigns in fee simple ALL that certain piece or parcel of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Lots Nos:- 4880- 4881 and 4882

Together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises, as designated and delineated on the plat entitled:"Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County, in Liber F.S.R. No. 3, folio 22.

TOGETHER with the rights, ways, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD as Joint Tenants and not as tenants in common, the said parcel of land unto and to the use of the said parties of the second part, their heirs and assigns, forever, in fee simple. Subject, however, to the restrictions, easement, and rights of way of record and the restrictions, conditions and covenants herein expressed, Subject also to taxes and assessments imposed, or levied on the above property after January 8, 1938.

The right, title and interest in the roads, streets or avenues is subject to the right of the parties of the first part, which

Filed Sept. 12, 1947

right is hereby reserved, to allow the erection, installation and maintenance within the beds or at the side of said streets, roads, or avenues of water, gas pipes, mains, valves, etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity.

SAID parties of the second part, for themselves, their heirs and assigns forever, by acceptance of this deed hereby covenants and agrees to observe the following covenants, which shall run with and bind said premises:- THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the parties of the first part, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides, or leather, or for carrying on any noxious, dangerous, or offensive trade; There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane inebriate or other asylum, or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose. No building shall be erected within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the parties of the first part for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS: Warren Smadbeck (SEAL)

M. Marquette Devereaux E. Smadbeck (SEAL)

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY, that on this 21st day of March, in the year One Thousand Nine Hundred and Forty, before me, the subscriber, a Notary Public in and for the County of New York aforesaid personally appeared WARREN SMADBECK and DEVEREAUX E. SMADBECK, the within named grantors, and acknowledged the aforegoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(NOTARIAL SEAL) Margaret Marquette

Margaret Marquette
Notary Public, Kings County
Kings Co. Clerk's No. 455, Register's No. 1044
Certificates filed in
New York Co. Clerk's No. 609 and Register's No. 1M399
Westchester, Albany, Erie, Madison
Putnam, Rensselear and Suffolk Counties
Commission expires March 30, 1941.

Recorded - 1st April, 1940, at 9:15 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing deed is truly taken and copied from Liber J.H.H. 215, folio 118, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of October, A. D. 1946.

John H. Hopkins, 3rd Clerk.

(INT. REV. STAMP 50¢) (MD. STATE STAMPS 30¢)

THIS DEED, made this 8th day of March, in the year One Thousand Nine Hundred and Thirty-eight, by and between WARREN SMADBECK and DEVEREAUX E. SMADBECK, his wife, of the Borough of Manhattan, City, County and State of New York, parties of the first part, and MARGE C. TRAPPE and MILTON H. TRAPPE, as Joint Tenants, of 1247 Kearny Street, North East, of Washington, District of Columbia, parties of the first part;

WITNESSETH: That in consideration of the sum of Five Dollars, and other considerations paid, 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, their heirs and assigns, in fee simple, All that certain piece or parcel of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:-

Lot No.s:-4875, 4876, 4877, 4878 and 4879

Together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled:- "Third Map of Woodland Beach, District Number One, Anne Arundel County, Maryland" and filed among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 22

TOGETHER with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD as joint tenants and not as tenants in common, the said parcel of land unto and to the use of the said parties of the second part, their heirs and assigns, forever, in fee simple; Subject however, to the restrictions, easements, and rights of way of record and the restrictions, conditions and covenants herein expressed. Subject also to taxes and assessments imposed, assessed or levied on the above property after April 27, 1938.

The right, title and interest in the roads, streets or avenues, is subject to the right of the parties of the first part ~~for use of water, gas pipes, mains, valves, etc. as well as telephone.~~

which right is hereby reserved to allow the erection installation and maintenance within the beds on the sides of said streets, roads, or avenues of water, gas pipes, mains, valves, etc., well as telephone - - - - - and telegraph poles, lines and necessary equipment for the transmission of electricity.

SAID parties of the second part, for themselves, their heirs and assigns forever, by acceptance of this deed hereby covenant and agree to observe the following covenants, which shall run with and bind said premises:- THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the parties of the first part, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol, or turpentine, or for the tanning, dressing or preparing of skins, hides or leather, or for carrying on any noxious, dangerous or offensive trade; There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tank; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose, nor within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the parties of the first part for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS: WARREN SMADBECK (SEAL)

M. MARQUETTE DEVEREAUX E. SMADBECK (SEAL)

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY that on this 8th day of March in the year

One Thousand Nine Hundred and Thirty-eight, before me, the subscriber, a Notary Public in and for the County of New York aforesaid, personally appeared WARREN SMADBECK and DEVEREAUX E. SMADBECK the within named grantors, and acknowledged the aforegoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(NOTARIAL SEAL)

MARGARET MARQUETTE

MARGARET MARQUETTE

NOTARY PUBLIC KINGS COUNTY

Kings Co. Clerk's No.437, Register's No. 2025

Certificates filed in

New York Co, Clerk's No. 51 and Registers' No. 9M42

Westchester Co - Clerk's and Register's, Albany, Erie

Madison, Putnam, Rensselaer and Suffolk Counties

Commission expires March 30, 1939

Recorded -March-31-1938-10:30-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY that the foregoing deed is truly taken and copied from Liber F.A.M. 177, folio 182, one of the Land Record Books for Anne Arundel County.

In Testimony, Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of October, , A. D. 1946.

John W. Hopkins 3rd Clerk.

LIBER 71 PAGE 316

CONTRACT OF SALE

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

THIS AGREEMENT, Made this 7 day of March 1947, by and between Sally Harpel, Trustee

of the first part, hereinafter called Vendor, and Milton H. Trappe

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 First Election District of Anne Arundel County, Maryland, and described as follows: ALL HER UNDIVIDED INTEREST IN AND TO All those Lots or parcels of ground known and designated as Lots Nos. 4875, 4876, 4877, 4878, 4879, 4880, 4881, 4882 WOODLAND BEACH and improvements, including all the right, title and interest of Marge C. Trappe also known as Marguerite Trappe in and to the aforesaid lots and improvements.

Filed February 12, 1947.

At and for the price of Twenty Two Hundred Fifty ---------- Dollars, of which One Hundred ---------- Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Balance to be paid upon final ratification of this sale by the Circuit Court For Anne Arundel County

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Earl Rosenberger
E. Geneva Freed

Sally Harpel Trustee (SEAL)
Milton H. Trappe (SEAL)
(SEAL)
(SEAL)

7

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit,

I HEREBY CERTIFY that on this 13 day of January, 1947, ~~1946~~ before me the subscriber, a Notary Public of the State and county aforesaid, personally appeared PATRICK J. WHITE , and first being duly sworn, deposed and says :

" I am a realtor engaged in the Real Estate business in Anne Arundel County, and have been so engaged for 15 years; that I am familiar with real estate values in Woodland Beach, that I have knowledge of recent sales of real estate and improvements in Woodland Beach, that I have personally inspected lots Nos. 4875 to 4882, both inclusive, and improvements, of Woodland Beach, now in the names of Milton Trappe and Margaret Trappe, his wife, and that in my opinion, the present, fair market price of an undivided one half interest of same is Two Thousand Two Hundred Fifty- - - - Dollars. "

Patrick J. White
Affiant

SUBSCRIBED and sworn to before me this 13 day of January , 1947.

Grace R. Hartge
NOTARY PUBLIC

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit,

I HEREBY CERTIFY that on this 14 day of January, 1947, before me the subscriber, a Notary Public of the Sate and county aforesaid, personally appeared W.H.M.Smith , and first being duly sworn, deposed and said :

" I am a realtor engaged in the Real Estate business in Anne Arundel County, and have been so engaged for 13 years; that I am familiar with real estate values in Woodland Beach, that I have knowledge of recent sales of real estate and improvements in Woodland Beach, that I have personally inspected lots Nos. 4875 to 4882, both inclusive, and improvements, of Woodland Beach now in the names of Milton Trappe and Margaret Trappe, his wife, and that in my opinion, the present, fair market value of an undivided one half interest of same is Twenty-Two Hundred Fifty Dollars."

W.H.M. Smith
Affiant

SUBSCRIBED and sworn to before me this 14 day of Jan. , 1946

Mary M. Mearns
NOTARY PUBLIC

Filed February 12, 1947

SALLY HARPEL, Trustee	:	NO. 9123 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
MILTON H. TRAPPE	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Milton H. Trappe, by his attorney Leon Boro, against him in this case exhibited.

This defendant answering says:

(1) That he admits all of the alegations of said Bill of Complaint and submits to such decree as to the court may seem proper under the circumstances.

And as in duty bound, etc.

Leon Boro

Solicitor for Defendant

Filed February 12, 1947

9

SALLY HARPEL, Trustee : NO. 9123 EQUITY

Vs : IN THE CIRCUIT COURT

: FOR

MILTON H. TRAPPE : ANNE ARUNDEL COUNTY

: : : : : : : : : : :

This cause standing ready for hearing and it appearing from the certificates of two competent real estate brokers that the price offered for the real estate is fair and reasonable, it is adjudged, ordered and decreed this 13" day of February, 1947 by the Circuit Court for Anne Arundel County sitting in Equity that this case be and it is hereby consolidated with No. 8897 Equity, ex parte, in the matter of Marguerite Trappe, a lunatic, and Sally Harpel be and she is hereby appointed Trustee to take charge of the one-half undivided interest of Marguerite Trappe, also known as Marge C. Trappe in the property described in the Amended Bill of Complaint or the fund arising therefrom and it is further adjudged, ordered and decreed that the said Trustee be and she is hereby authorized to sell the interest of Marguerite Trappe in the land mentioned and described in said Bill of Complaint and Agreement of sale and purchase and that the agreement of sale and purchase made by and between Sally Harpel, Trustee and Milton H. Trappe, filed in these proceedings be and the same is hereby ratified and confirmed and approved and the said Sally Harpel upon payment of the purchase price mentioned in said agreement, but not before, as Trustee aforesaid, shall convey to the said Milton H. Trappe the interest of Marguerite Trappe in the aforesaid property and land in accordance with the terms and conditions of said agreement of sale and purchase; and after receiving the same the said Trustee shall bring into Court the money arising from said sale to be administered under the direction of this Court: no further bond is required as said Trustee is already bonded in No. 8897 Equity, aforesaid.

Filed February 3, 1947

Judge

SALLY HARPEL, TRUSTEE	:	NO. 9123 EQUITY IN THE CIRCUIT COURT
VS.	:	FOR
MILTON H. TRAPPE	:	ANNE ARUNDEL COUNTY

::::::::::

TO THE HONORABLE, THE JUDGE OF SAID COURT :

The report of Sally Harpel, Trustee for Marguerite Trappe, also known as Marge C. Trappe, appointed by a decree of this court, passed in this cause, dated the 5th day of February 1946 to make sale of certain real estate therein mentioned, respectfully shows :

1. That the said Sally Harpel, Trustee, for Marguerite Trappe, Lunatic, reports she sold the property mentioned in these proceedings, and referred to in Plaintiffs Exhibits "A" and "B", to Milton H. Trappe at and for the sum of Two Thousand Two Hundred Fifty Dollars ($2,250.00); said property being located in Woodland Beach, Maryland.

Filed April 1, 1947

Respectfully submitted

X Sally Harpel (SEAL)
SALLY HARPEL

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, to wit:-

I HEREBY CERTIFY, that on this 27 day of March, 1947, before me, the subscriber, a ~~Notary Public,~~ JUSTICE OF THE PEACE of the state and county aforesaid, personally appeared Sally Harpel, Trustee for Marguerite Trappe, Lunatic, named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of her knowledge and belief and that the sale therein reported was fairly made.

WITNESS my hand and seal Notarial.

Forrest J. Henry
~~Notary Public~~
FORREST J. HENRY, JUSTICE OF THE PEACE
411 Main St., Red Hill, Montg. Co., Pa.
My Commission Expires 1st Mon. in Jan. 1950

LIBER 71 PAGE 321

Order Nisi

SALLY HARPEL, TRUSTEE

versus

MILTON H. TRAPPE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9123 Equity

Ordered, this 1st day of April, 1947, That the sale of the Real Estate mentioned in these proceedings made and reported by Sally Harpel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of May next.

The report states that the amount of sales to be $2,250.

John H. Hopkins, 3rd Clerk.

True Copy,

Filed April 1, 1947

12

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

Marvin Anderson
Attorney
Annapolis, Md.

ORDER NISI

Sally Harper, Trustee, versus Milton H. Trappe in the Circuit Court for Anne Arundel County No. 9123 Equity.

Ordered, this 1st day of April, 1947, That the sale of the real estate mentioned in these proceedings made and reported by Sally Hrapel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of May next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of May next.

The report states that the amount of sales to be $2,250.

JOHN H. HOPKINS, 3rd, Clerk.

TRUE COPY, TEST:
JOHN H. HOPKINS, 3rd, Clerk. 4/18

Filed April 23, 1947

THIS IS TO CERTIFY
That the annexed advertisement of
Order Nisi
was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 3rd day of May next

that is to say, the same was inserted in the issues of April 4, 11, 18, 1947.

THE
THE SOUTHERN MARYLAND TIMES

John Fulton Lewis, Editor ~~Business Manager~~

(Final Order)

LIBER 71 PAGE 322

SALLY HARPEL, TRUSTEE

versus

MILTON H. TRAPPE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5 day of May, 1947

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

Filed May 5, 1947

[signature] J. M. [signature] J.

14

SALLY HARPEL, Trustee	:	No. 9123 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	
	:	FOR
MILTON H. TRAPPE	:	ANNE ARUNDEL COUNTY

To the Honorable, the Judges of said Court:

The Report of Sally Harpel, Trustee, duly appointed by the Decree of this Court dated the 13th day of February, 1947, in these proceedings and it is hereby consolidated with No. 8897 Equity, ex parte, " In the Matter of Marguerite Trappe, a lunatic, to convey the one-half undivided interest of Marguerite Trappe in the property mentioned in these proceedings, to Milton H. Trappe, respectfully shows unto your Honors:

1. That in compliance with the Decree of this Court in these proceedings, dated the 13th day of February, 1947, appointing her Trustee to convey the property to the purchaser mentioned in these proceedings, the said Sally Harpel, Trustee, duly filed her bond, in accordance with the terms of the said Decree, conditioned for the faithful performance of her duties imposed upon her as such Trustee, in these prodeedings.

2. That on the day of , 1947, the said Sally Harpel, Trustee, executed and acknowledged and delivered to Milton H. Trappe, a deed conveying to him, the purchaser, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, and to his heirs and assigns, free and clear and discharged from all claims of the Incompetent hereto, and those claiming, by from or under her in accordance with the terms of said Agreement of Sale and Purchase, as directed this Court's decree; the said Sally Harpel/Trustee having received the full amount of Twenty two hundred and fifty dollars.

And as in duty etc.,

Solicitor for Complainant

Sally Harpel
Trustee

Filed June 20, 1947

14

LIBER 71 PAGE 324

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY TO WIT:

I hereby certify that on this 18th day of June in the year Nineteen hundred and forty seven, before me the subscriber, a ~~Notary Public~~ JUSTICE OF THE PEACE of the State of Pennsylvania, in and for the County aforesaid, personally appeared Sally Harpel, Trustee, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth.

Witness my hand and seal ~~Notarial~~ OFFICIAL

Forrest J. Henry

~~Notary Public~~

FORREST J. HENRY, JUSTICE OF THE PEACE
411 Main St., Red Hill, Montg. Co., Pa.
My Commission Expires 1st Mon. in Jan. 1950

FRANK L. WARFIELD :
Maryland Hotel
Annapolis, Maryland :

vs. :

LEONARD A. HURLEY :
915 Varnum Street N.E.
Washington, D.C. :
JAMES P. GEAGAN
915 Varnum Street N.E. :
Washington, D.C.
LIZZIE KOBRE :
Woodland Beach
Edgewater, Maryland :
WARREN SMADBECK c/o Lillian Hastings
5911 Wynnewood Avenue :
Georgetown, D.C.
17 West 56th Street :
New York, N. Y.
FRANCES BURNS c/o Catherine R. Crist :
1721 Evarts Street, N.E.
Washington 18, D.C. :
NELSON THOMPSON
1513 West Lanvale Street : IN THE CIRCUIT COURT FOR
Baltimore, Maryland
SAMUEL H. WILLIAMS :
Laurel, R.F.D., Maryland ANNE ARUNDEL COUNTY
GEORGE H. BUNTING :
2831 Northern Parkway
Baltimore, Maryland : No. 10,056 EQUITY.
ERNEST MEILE
MINNA MEILE, HIS WIFE :
1557 Homestead Street
Baltimore, Maryland :
P. J. MCDERMOTT
612 East 30th Street :
Baltimore, Maryland
JOHN T. MCDERMOTT :
425 West 23rd Street
Baltimore, Maryland :
JOHN PETERSON
MARY PETERSON, HIS WIFE :
c/o H. Peterson
604 Macon Street :
Baltimore, Maryland
LEONA A. REDUE ::
Arnold, Maryland
HOWARD H. HARMAN :
MARGARET HARMAN, HIS WIFE
1151 Washington Boulevard :
Baltimore, Maryland
SHIRLEY D. KIDWELL :
927 6th Street S.W.
Washington, D.C., and all persons :
having or claiming to have any
interest in any of the hereinafter :
described properties.

Filed 9 Oct, 1950

: :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. That on or about the 11th day of October, 1948, the Certificates of Tax Sale attached hereto were issued by Joseph

H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County. Said Certificates are prayed to be taken as a part hereof.

2. The properties mentioned in said Certificates are described as follows:

Certificate No. 843

All those lots of ground situate in the First Election District of Anne Arundel County, described as follows: Lots Nos. 2893 and 2894 as shown on the plat of Woodland Beach recorded among the plat records of Anne Arundel County in Cabinet 1 Rod Y Plat 10. Assessed on date of Collector's sale to Leonard A. Hurley and J. P. Geagan, whose last known address was 915 Varnum Street N.E., Washington, D.C. The amount due on the date of sale was Eleven Dollars and Fifty-four Cents ($11.54).

Certificate No. 844

All those lots of ground situate in the First Election District of Anne Arundel County described as follows: Lots Nos. 4394 and 4395 as shown on a plat of Woodland Beach duly recorded among the plat records of Anne Arundel County, Maryland. Assessed on the date of Collector's sale to Lizzie Kobre, whose last known address was 1738 - 33rd Place S.E., Washington, D.C. The amount due on date of sale was Ten Dollars and Sixty-nine Cents ($10.69).

Certificate No. 845

All those lots of ground situate in the First Election District of Anne Arundel County described as follows: Lots 1727 and 1728 as shown on the plat of Woodland Beach duly recorded among the plat records of said County in Cabinet 1 Rod Y Plat No. ___. Assessed on date of Collector's sale in the name Warren Smadbeck, c/o Lillian Hastings, Wynnewood Avenue, Georgetown, D.C. Warren Smadbeck, No. 17 West 56th Street, New York, New York.

Certificate No. 846

All those lots of ground situate on the Second Election District of Anne Arundel County described as follows: Lots Nos. 31 and 32, Block 10, Section A and Lot No. 35, Block 34 B, Section E and lots 28 and 29, Block 10, Section A, as shown on the plat of Herald Harbor duly recorded among the plat records of Anne Arundel County, Maryland. Assessed on the date of Collector's sale to Frances M. Burns, whose last known address was c/o Catherine R. Crist, 1721 Evarts Street N.E., Washington, D.C. The amount due on the date of sale was Twenty-six Dollars and Forty-five cents ($26.45).

Certificate No. 849

All that lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, described as follows: 1 acre of land fully described in a deed from George Sims and wife to Nelson T. Thompson and wife, dated October 15, 1946, and recorded among the land records of Anne Arundel County, in JHH 384, folio 394. Assessed on the date of Collector's sale to Nelson and Katherine Thompson, whose last known address was 1513 West Lanvale Street, Baltimore, Maryland. The amount due on date of sale was Six Dollars and Thirty-eight cents ($6.38).

Certificate No. 850

All that lot of ground situate in the Fourth Election District of Anne Arundel County described as follows: 2 1/4 acres near Laurel, Maryland, described in a deed from the County Commissioners of Anne Arundel County, Maryland, to Samuel H. Williams, dated November 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber JHH 390, folio 264. Assessed at the time of Collector's sale to Samuel H. Williams, whose last known address was Laurel, R.F.D., Maryland. The amount due on date of sale was Eight Dollars and Seventy-one Cents ($8.71).

Certificate No. 854

All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, designated as Lots Nos. 27 and 28, Section S, as shown on the plat of Glen Burnie Heights, described in deed WMB, Liber 29, folio 261, to George H. Bunting, whose last known address was 2831 Northern Parkway, Baltimore, Maryland, and assessed to George H. Bunting on date of Collector's sale. The amount due on date of sale was Ten Dollars and Seventy Cents ($10.70).

Certificate No. 857

All those lots of ground situate in the Third Election District of Anne Arundel County known as Lots 22 and 23, Section V.V., as shown on a plat of Glen Burnie Heights duly recorded among the plat records of Anne Arundel County, Maryland, in G.W., Section 3, folio 193. Assessed on date of sale to Ernest Meile and wife, whose last known address was 1557 Homestead Street, Baltimore, Maryland. The amount due on date of sale was Eight Dollars and Eighty-six Cents ($8.86).

Certificate No. 858

All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, known as Lots 7 and 8 Section NN, Glen Burnie Heights, assessed to P. J. McDermott, who is also known as John T. McDermott, whose last known addresses were: 425 West 23rd Street, Baltimore, Maryland and
612 East 30th Street, Baltimore, Maryland.
Amount due on date of sale was Six Dollars and Ninety-one Cents ($6.91).

Certificate No. 859

All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, known as Lots Nos. 44 and 45, Section SS, on Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet

2, Rod D-2, Plat 193. Assessed on date of sale to John Peterson and Mary Peterson, his wife, whose last known address was c/o H. Peterson, 604 Macon Street, Baltimore, Maryland. Amount due on date of sale was Eight Dollars and Eighty-six Cents ($8.86).

Certificate No. 861

All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, known as Lots 1-C and 1-D as appear on Plat of Pines on the Severn, dully recorded among the Plat Records of Anne Arundel County, Maryland. Assessed on date of Collector's sale to Leona A. Redue, whose last known place of address was Arnold, Maryland. The amount due on the date of sale was Eleven Dollars and Nine Cents ($11.09).

Certificate No. 863

All that lot of ground situate in the Fourth Election District of Anne Arundel County, Maryland, designated as Lot No. 12 on a plat of Thompson's Farms. Assessed to Howard H. Harman and Margaret Harman, his wife, who own the property by an unrecorded deed from Edward Cunningham, who obtained the property from David Scarlett Ross by deed, dated October 11, 1923, and recorded among the Land Records of Anne Arundel County in Liber WNW 68, folio 396. Assessed to Howard H. Harman and Margaret Harman, his wife, last known address: 2238 Edgewater Road, Dundalk, Maryland. Edward C. Cunningham, 1151 Washington Boulevard, Baltimore, Maryland.

Certificate No. 867

All that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, known as Lot No. 3, Block D, Plat No. 5, as shown on Plat of South Haven, as described in deed dated February 6, 1939, from Tidewater Shores, Incorporated, to Shirley Lock Kidwell, recorded among the Land Records of Anne Arundel County in Liber JHH 199, folio 217. Assessed at date of Collector's sale to Shirley L. Kidwell, whose last known address was 927 6th Street S.W., Washington, D.C. Amount due on date of sale was Six Dollars and Twenty-two Cents ($6.22).

3. Said properties have 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 Defendants whose last known addresses are set out with their names after the description of each property.

5. The Plaintiff prays for an order of publication directed to all parties in interest in the various properties.

6. Attached hereto as Exhibit "A" are the aforesaid Certificates of Tax Sale.

7. To redeem the properties it is necessary for the Defendants to pay the sums as set out after the descriptions of each property, with interest from October 11, 1948, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff under Sections 90-J and 90-K 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 properties described herein.

And, as in duty bound, etc.

Attest:

Tobias C. Phillips Frank L. Warfield
Frank L. Warfield

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify that on this 9 day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frank L. Warfield, 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.

Lenwood L. Clark
Notary Public

ORDER OF PUBLICATION

FRANK L. WARFIELD
Maryland Hotel
Annapolis, Maryland

vs.

LEONARD A. HURLEY
915 Varnum Street N.E.
Washington, D.C.
JAMES P. GEAGAN
915 Varnum Street N.E.
Washington, D.C.
LIZZIE KOBRE
Woodland Beach
Edgewater, Maryland
WARREN SWADBECK c/o Lillian Hastings
5911 Wynnewood Avenue
Georgetown, D.C.
17 West 56th Street
New York, N. Y.
FRANCES BURNS c/o Catherine R. Crist
1721 Evarts Street, N.E.
Washington 18, D.C.
NELSON THOMPSON
1513 West Lanvale Street
Baltimore, Maryland
SAMUEL H. WILLIAMS
Laurel, R.F.D., Maryland
GEORGE H. BUNTING
2831 Northern Parkway
Baltimore, Maryland
ERNEST MEILE
MINNA MEILE, HIS WIFE
1557 Homestead Street
Baltimore, Maryland
P. J. MCDERMOTT
612 East 30th Street
Baltimore, Maryland
JOHN T. MCDERMOTT
4[illegible]5 West 23rd Street
Baltimore, Maryland
JOHN PETERSON
MARY PETERSON, HIS WIFE
c/o H. Peterson
604 Macon Street
Baltimore, Maryland
LEONA A. REDUE
Arnold, Maryland
HOWARD H. HARMAN
MARGARET HARMAN, HIS WIFE
1151 Washington Boulevard
Baltimore, Maryland
SHIRLEY D. KIDWELL
927 6th Street S.W.
Washington, D.C., and all persons
having or claiming to have any
interest in any of the hereinafter
described properties.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,056 EQUITY.

Filed 9 Oct, 1950

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties, sold in

fee simple by the Treasurer of Anne Arundel County as Collector of Taxes for said County and the State of Maryland to Frank L. Warfield on October 11, 1948; certificates of sale having been duly issued, the properties being described on the Treasurer's Tax Roll, as follows:

First Election District
Leonard A. Hurley
and
J. P. Geagan
Lots 2893 and 2894
Woodland Beach

First Election District
Lizzie Kobre
Lots 4394 and 4395
Woodland Beach

Warren Smadbeck
First Election District
Lots 1727 and 1728
Woodland Beach

Second Election District
Frances M. Burns
Lots 31, 32, Block 10, Sec. A
Lot 35, Block 34B, Section E
Lots 28, 29, Block 10, Sec. A
Herald Harbor

Fourth Election District
Nelson and Katherine
Thompson
1 Acre being part of Lot 17
situated at Crain Highway,
Anne Arundel County

Fourth Election District
Samuel H. Williams
2 1/4 Acres near Laurel
Anne Arundel County

Third Election District
George H. Bunting
Lots 27, 28, Section S
Glen Burnie Heights

Third Election District
Ernest Meile
and
Minna Meile, His wife
Lots 22, 23, Section V.V.
Glen Burnie Heights

Third Election District
P. J. McDermott
J. T. McDermott
Lots 7, 8, Section NN
Glen Burnie Heights

Third Election District
John Peterson
Mary Peterson, his wife
Lots 44, 45, Section SS
Glen Burnie Heights

Third Election District
Leona A. Redue
Lots 1-C and 1-D
Pines on the Severn

Fourth Election District
Howard H. Harman
Margaret Harman, his wife
Lot 12 (2 Acres)
Thompson Farms

Second Election District
Shirley L. Kidwell
Lot 3, Block D, Plat 5
South Haven

A description, as above, appears on the several Certificates of Tax Sale filed with this proceeding.

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

It is thereupon, this 9 day of October, 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 12 day of Nov 1950, warning all persons having or claiming to have an interest in said properties to be and appear in this Court by the 12 day of December, 1950, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title in fee simple, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk

FRANK L. WARFIELD *
Maryland Hotel
Annapolis, Maryland *

VS. *

LEONARD A. HURLEY *
915 Varnum Street N.E.
Washington, D. C. *
JAMES P. GEAGAN
915 Varnum Street, N. E. * IN THE CIRCUIT COURT
Washington, D. C.
LIZZIE KOBRE *
Woodland Beach, Edgewater, Maryland FOR
WARREN SMADBECK % Lillian Hastings *
5911 Wynnewood Avenue
Georgetown, D. C. *
17 West 56th Street ANNE ARUNDEL COUNTY
New York, N. Y. *
FRANCES BURNS % Catherine R. Crist
1721 Evarts Street, N.E. *
Washington 18, D. C.
SAMUEL H. WILLIAMS *
Laurel, R.F.D., Maryland
ERNEST MEILE *
MINNA MEILE, his wife EQUITY # 10056
1557 Homestead Street *
Baltimore, Maryland
P.J. MCDERMOTT *
612 East 30th Street
Baltimore, Maryland *
JOHN T. MCDERMOTT
425 West 23rd Street *
Baltimore, Maryland
JOHN PETERSON *
MARY PETERSON, his wife
% H. Peterson *
604 Macon Street
Baltimore, Maryland *
LEONA A. REDUE
Arnold, Maryland *
HOWARD H. HARMAN
MARGARET HARMAN, his wife *
1151 Washington Boulevard
Baltimore, Maryland *
SHIRLEY D. KIDWELL
927 - 6th Street, S.W. *
Washington, D. C., and all
persons having or claiming to *
have any interest in any of the
properties described in the *
bill of complaint filed in
this case. *

****

AFFIDAVIT OF SERVICE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Frank L. Warfield, the plaintiff herein, does certify

Filed 13 Feb, 1951

that on the 24th day of October, 1950, he caused a copy of the Bill of Complaint and Order of Publication in the above entitled case to be mailed by Registered Mail, return receipt requested, to each of the defendants in this case at their last known Post Office addresses, according to the records of the Bureau of Assessments of Anne Arundel County.

He further certifies that the returns from the aforementioned Registered Letters were as follows:

1. The return receipt of the letter addressed to Leonard A. Hurley and/or James P. Geagan, at 915 Varnum Street, N. E., Washington, D. C., was returned with date of delivery marked October 25, 1950, and signed for James P. Geagan by Agnes Geagan.

2. The letter addressed to Lizzie Kobre, at Woodland Beach, Edgewater, Maryland, was returned October 30, 1950, marked "Unknown".

3. The letter addressed to Warren Smadbeck at 17 West 56th Street, New York, N. Y., was returned November 6, 1950, marked "Not at".

4. The letter addressed to Frances Burns, 1721 Everts Street, N. E., Washington 18, D. C., was returned November 7, 1950, marked "Not in directory".

5. The letter addressed to Samuel H. Williams, Laurel, R.F.D., Maryland, was returned November 9, 1950, marked "Unknown".

6. The return receipt of the letter addressed to Ernest Meile, Spring Grove State Hospital, Catonsville 28, Maryland, was returned with date of delivery marked October 25, 1950, and signed for Mr. Meile by Regina Olmer.

7. The letter addressed to P.J. McDermott, at 612 East 30th Street, Baltimore, Maryland, was returned October 26, 1950, marked "Deceased", but the return receipt of the letter addressed to John T. McDermott, 425 West 23rd Street, Baltimore, Maryland, was returned with date of delivery marked October 25, 1950, and was signed for by John T. McDermott.

8. The return receipt of the letter addressed to John Peterson, at 604 Macon Street, Baltimore, Maryland, was returned with date of delivery marked October 25, 1950, and signed for John Peterson by Mrs. Genevieve I. Pipperworth.

9. The letter addressed to Leona A. Redue, Arnold, Maryland, was returned October 28, 1950, marked "Unknown".

10. The letter addressed to Howard H. Harman, 1151 Washington Boulevard, Baltimore, Maryland, was returned November 4, 1950, marked "Unknown".

11. The return receipt of the letter addressed to Shirley D. Kidwell, 927 6th Street, S. W., Washington, D. C., was returned with date of delivery marked October 25, 1950, and signed for by Mrs. Shirley D. Kidwell.

He further certifies that he does not have any other addresses for the said defendants whose letters were not delivered, nor does he know the names or addresses of the heirs of the defendants who may be deceased, nor has he any way of ascertaining same.

Frank L. Warfield

Frank L. Warfield, plaintiff

Attest:

Clemence C. Burwell

Clemence C. Burwell

Subscribed and sworn to before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, this 13th day of February, 1951.

Witness my hand and Notarial Seal.

Clemence C. Burwell

Clemence C. Burwell
Notary Public

FRANK L. WARFIELD	No. 10056 ~~DIVORCE~~ - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
JOHN T. MCDERMOTT and MARY PETERSON	

DECREE PRO CONFESSO

Filed 13 Feb., 1951

The Defendants, John T. Mc Dermott and Mary Peterson, after ~~Order of Publication duly published~~ (~~or~~ being served) and (having been duly summoned) 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 13th day of February, 19 51, 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

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,056 Eq
ORDER OF PUBLICATION

FRANK L. WARFIELD, Maryland Hotel, Annapolis, Maryland.

Vs.

LEONARD A. HURLEY, 915 Varnum Street, N. E., Washington, D. C., JAMES P. GEAGAN, 915 Varnum Street, N. E., Washington, D. C., LIZZIE KOBRE, Woodland Beach, Edgewater, Maryland, WARREN SMADBECK c/o Lillian Hastings, 5011 Wynnewood Avenue, Georgetown, D. C., 17 West 56th Street, New York, N. Y. FRANCES BURNS c/o Catherine R. Crist, 1721 Evarts Street, N. E., Washington 18, D. C. NELSON THOMPSON, 1513 West Lanvale Street, Baltimore, Maryland, SAMUEL H. WILLIAMS, Laurel, R. F. D., Maryland, GEORGE H. BUNTING, 2831 Northern Parkway, Baltimore, Maryland, ERNEST MEILE, MINNA MEILE, HIS WIFE, 1557 Homestead Street, Baltimore, Maryland, P. J. McDERMOTT, 012 East 30th Street, Baltimore, Maryland, JOHN T. McDERMOTT, 425 West 23rd Street, Baltimore, Maryland, JOHN PETERSON, MARY PETERSON, HIS WIFE, c/o H. Peterson, 604 Macon Street, Baltimore, Maryland, LEONA A. REDUE, Arnold, Maryland, HOWARD H. HARMAN, HIS WIFE, 1151 Washington Boulevard, Baltimore, Maryland, SHIRLEY D. KIDWELL, 027 6th Street, S. W., Washington, D. C., and all persons having or claiming to have any interest in any of the hereinafter described properties.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties, sold in fee simple by the Treasurer of Anne Arundel County as Collector of Taxes for said County and the State of Maryland to Frank L. Warfield on October 11, 1948; certificates of sale having been duly issued, the properties being described on the Treasurer's Tax Roll, as follows:

First Election District, Leonard Hurley and J. P. Geagan. Lots 2803 and 2804, Woodland Beach. First Election District, Lizzie Kobre, Lots 4394 and 4395, Woodland Beach, Warren Smadbeck. First Election District. Lots 1727 and 1728, Woodland Beach. Second Election District, Frances W. Burns. Lots 31, 32, Block 10, Sec. A. Lot 35, Block 34B, Section E. Lots 28 29, Block 10, Sec. A, Herald Harbor. Fourth Election District Nelson and Katherine Thumpson. 1 Acre being part of Lot 17 situated at Crain Highway, Anne Arundel County. Fourth Election District, Samuel H. Williams, 2¼ Acres near Laurel, Anne Arundel County. Third Election District, George H. Bunting. Lots 27, 28, Section S, Glen Burnie Heights. Third Election District, Ernest Meile and Minna Meile, His wife, Lots 22, 23, Section V. Glen Burnie Heights. Third Election District, P. J. McDermott, J. T. McDermott. Lots 7, 8, Section NN, Glen Burnie Heights. Third Election District, John Peterson, Mary Peterson, his wife. Lots 44, 45, Section SS, Glen Burnie Heights. Third Election District, Leona A. Reduc. Lots 1-C and 1-D, Pines on the Severn. Fourth Election District, Howard H. Harman, Margaret Harman, his wife. Lot 12 (2 Acres), Thompson Farms. Second Election District, Shirley L. Kidwell. Lot 3, Block D, Plat 5, South Haven.

A description, as above, appears on the several Certificates of Tax Sale filed with this proceeding.

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

It is thereupon, this 9th day of October, 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 10th day of Nov., 1950, warning all persons having or claiming to have an interest in said properties to be and appear in this Court by the 12th day of December, 1950, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title in fee simple, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 15 Feb, 1951.

LIBER 71 PAGE 338

OFFICE OF
~~Maryland Gazette~~ Southern Times
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 20, 1950

We hereby certify, that the annexed Order of Publication Eq. # 10,056 Leonard A. Hurley

was published in ~~Maryland Gazette~~ Southern Times a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1950. The first insertion being made the 12th day of October, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

FRANK L. WARFIELD	*	
VS.	*	IN THE CIRCUIT COURT FOR
LEONARD A. HURLEY JAMES P. GEAGAN LIZZIE KOBRE WARREN SMADBECK FRANCES BURNS SAMUEL H. WILLIAMS ERNEST MEILE, MINNA MEILE, his wife P.J. MCDERMOTT JOHN PETERSON LEONA A. REDUE HOWARD H. HARMAN, MARGARET HARMAN, his wife SHIRLEY D. KIDWELL	* * * * * * * *	ANNE ARUNDEL COUNTY EQUITY # 10056

****

DECREE PRO CONFESSO

Filed 15th February 1951

The defendants, Leonard A. Hurley, James P. Geagan, Lizzie Kobre, Warren Smadbeck, Frances Burns, Samuel H. Williams, Ernest Meile, Minna Meile, his wife, P. J. Mc Dermott, John Peterson, Leona A. Redue, Howard H. Harman, Margaret Harman, his wife, and Shirley D. Kidwell, after Order of Publication, 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 15th day of February, 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 Ulrichson
Judge

6

FRANK L. WARFIELD	*	IN THE CIRCUIT COURT
VS.	*	FOR
	*	ANNE ARUNDEL COUNTY
LEONARD A. HURLEY JAMES P. GEAGAN LIZZIE KOBRE WARREN SMADBECK FRANCES BURNS	*	
SAMUEL H. WILLIAMS ERNEST MEILE and MINNA MEILE, his wife	*	
P. J. MC DERMOTT JOHN T. MC DERMOTT	*	EQUITY # 10056
JOHN PETERSON and MARY PETERSON, his wife	*	
LEONA A. REDUE HOWARD H. HARMAN and MARGARET HARMAN, his wife	*	
SHIRLEY D. KIDWELL		

****

Filed 26 Feb, 1951.

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

IT IS, thereupon, this 26th day of February, 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 any of them claiming by, from and under them, or any of them, to the property or properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the plaintiff on the 11th day of October, 1948, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee

simple, to said 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 is subject) is hereby vested in the plaintiff.

3. That upon the payment of any and all taxes, interest and penalties accruing subsequent to the date of said sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the plaintiff.

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

Benjamin Nicholson
JUDGE

IN THE MATTER OF THE SALE	:	No. 10,125 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD G. FEUZ AND EMMA A.	:	for
FEUZ, HIS WIFE.	:	Anne Arundel County

Mr. Clerk:

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

Filed 13 Dec., 1950.

Frederick Tullman
ATTORNEY NAMED IN MORTGAGE

No. 10,125 Equity

This Mortgage, Made this 7th day of November, in the year one thousand, nine hundred and forty-six, Between Edward G. Feuz and Emma A. Fuez, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

(1) WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of SEVEN THOUSAND ($7,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of EIGHTY-FIVE and no/100 ($85.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of December, 1946, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

Filed 13 Dec., 1950

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

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

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Eleven (11) and Twelve (12) in Block "B" Section 1 of LOCH HAVEN BEACH, as shown on a plat of LOCH HAVEN BEACH, made by J. Revell Carr, Surveyor, May, 1946, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat No. 11.

Being the same property which was conveyed to the above named Mortgagors by George E. Rullman, Trustee, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

Rec in J. A. 206 folio 385

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and

Provided, however, if the said Mortgagor s , 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 Mortgagor s , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s , their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s , their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

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

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

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

WITNESS the hand s and seal s of the said Mortgagor s .

Witness:

Ruby W. Chaney
Ruby W. Chaney

Edward G. Feuz (SEAL)
Edward G. Feuz

Emma A. Feuz (SEAL)
Emma A. Feuz

(SEAL)

LIBER 71 PAGE 345

INSPECTED
L. H. H.
L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of November, 1946, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Edward G. Feuz and Emma A. Feuz, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney Notary Public.

MORTGAGE

FROM

Edward G. Feuz

and

Emma A. Feuz, his wife,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record Nov. 8, 1946, at 11-25 o'clock A. M. Same day recorded in Liber No. 386 Folio 386 etc., one of the Land Records of County, and examined per

Cost of Record, $ 5.00

.50

5.50

GEORGE E. RULLMAN
Attorney-at-Law
Lee Building
Annapolis, Md.

$7.00 stamps

IN THE MATTER OF THE SALE	:	No. 10,125 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD G. FEUZ AND EMMA A. FEUZ,	:	for Anne Arundel County
HIS WIFE.	:	

Filed 13 Dec., 1950

STATEMENT OF MORTGAGE CLAIM

Balance due on principal		$6,003.80
Interest		75.37
	Total	$6,079.17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of December, 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, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL COUNTY

F. 21733 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

No. 10,125 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand ($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, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 21st - - - - - - - - - - day of December, - - - - - - - - - - -, in the year of our Lord 1950.

WHEREAS, the above bounden George E. Rullman, - - - - - - - - - - - - - - - - by virtue of the power contained in a mortgage from Edward G. Feuz and Emma A. Feuz, his wife, - - - - - - - - - - - - - - - - - - - to First Federal Savings and Loan Association of Annapolis, bearing date the 7th day of November, - - - - - - - - - - - 1946, - - - - and recorded among the Land records of Anne Arundel County - - - - - - in Liber J.H.H. No. 386 Folio 386 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 year first herein above written.

Signed, Sealed and Delivered in the Presence of

Janet Schaner — George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes
H. COOKMAN HINDES ATTORNEY-IN-FACT

Rose M. Bausch
ROSE M. BAUSCH

Attorney in fact

Filed 26 Dec., 1950

Approved this 26 day of December, 1950.
John H. Hopkins, 3rd, Clerk

4

PUBLIC SALE

— OF VALUABLE —

REAL ESTATE

SITUATE AT LOCH HAVEN BEACH, FIRST DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Edward G. Fuez and Emma A. Fuez, his wife, dated the 7th day of November, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 386, folio 386, 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, January 9th, 1951

AT ELEVEN O'CLOCK, A. M.,

the property described in said mortgage; namely:

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Eleven (11) and Twelve (12) in Block "B" Section 1 of LOCH HAVEN BEACH, as shown on plat of LOCH HAVEN BEACH, made by J. Revell Carr, Surveyor, May, 1946, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat No. 11. Being the same property which was conveyed to the said Edward G. Fuez and Emma A. Fuez, his wife, by George E. Rullman, Trustee, by deed dated the 7th day of November, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 386, folio 385.

Said lot of ground is improved by a modernistic bungalow with modern conveniences.

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,
Attorney Named in Mortgage,
Lee Building, Annapolis, Md.

Filed 10 Jan., 1951.

January 9, 1951

I hereby certify that I have this 9th day of January, 1951, sold the within described property to KATHLEEN E. COURTNEY - - - - - - - - - - - - - - - - - - at and for the sum of $6,700.00, she being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo. E. Rullman
AUCTIONEER

Filed 10 Jan., 1951

I hereby certify that I have this 9th day of January, 1951, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $6,700.00 , and I hereby agree to comply with the terms of sale, as set forth on the reverse side of this handbill.

Test:

Ruby W. Chaney

Kathleen E. Courtney
(Miss) Kathleen E. Courtney
1417 Park Road, N. W.,
Washington, D. C.

IN THE MATTER OF THE SALE	:	No. 10,125 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD G. FEUZ AND EMMA A.	:	for Anne Arundel County
FEUZ, HIS WIFE.	:	

(2)

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:

Filed 10 Jan., 1951.

That under and by virtue of the power of sale contained in a mortgage from Edward G. Feuz and Emma A. Feuz, his wife, dated the 7th day of November, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386 folio 386, 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 and the Maryland Gazette, daily and weekly newspapers, respectively, 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, January 9th, 1951, at eleven o'clock A. M., and then and there sold the said property to Kathleen E. Courtney at and for the sum of Six Thousand Seven Hundred Dollars ($6,700.00), she being then and there the highest bidder therefor, which property is as follows:

> All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Eleven (11) and Twelve (12) in Block "B" Section 1 of LOCH HAVEN BEACH, as shown on a plat of LOCH HAVEN BEACH, made by J. Revell Carr, Surveyor, May, 1946, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7. Plat No. 11. Being the same property which was conveyed to the said Edward G. Feuz and Emma A. Feuz, his wife, by George E. Rullman, Trustee, by deed dated November 7, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 386 folio 385.

The said lots of ground are improved by a modernistic bungalow with modern conveniences.

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser 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
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of January, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC

IN THE MATTER OF THE SALE	:	No. 10,125 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EDWARD G. FEUZ AND EMMA A.	:	for
FEUZ, HIS WIFE.	:	Anne Arundel County

Filed 10 Jan., 1951.

ORDER NISI

ORDERED, this 10 day of January, 1951, 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 19 day of February, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 19 day of February next.

The Report states the amount of sales to be Six Thousand Seven Hundred Dollars ($6,700.00).

John H. Hopkins, 3rd,
CLERK

IN THE CIRCUIT COURT FOR ANN ARUNDEL
COUNTY, STATE OF MARYLAND

Holding an Equity Court

In re:	)	
Foreclosure of Mortgage Edward G. Feuz et ux to First Federal Savings and Loan Association, etc., Lots 11 and 12, Block B, Section 1, Loch Haven Beach, Ann Arundel County, Maryland	)	Equity No. 10,125.

Filed 5 Feb., 1951. (5)

OBJECTIONS TO CONFIRMATION OF SALE

O. ELLSWORTH RUE, record of owner of the above described property, hereby objects to the confirmation by this Court of the sale of realty had in these proceedings on January 9, 1951, and for reasons therefor states as follows:

1. The publication advertising the premises for sale recited the legal description of the realty and then merely added one short sentence by way of description of the improvements as follows: " SAID LOT OF GROUND IS IMPROVED BY AMODERNISTIC BUNGALOW WITH MODERN CONVENIENCES."

2. The improvements on the other hand are very desirable, well constructed, all year round, mason construction, with large spacious rooms and very many features which would induce a field of prospects searching for suburban type housing not too far from the City of Annapolis. Reference is made to Exhibit's A and B for details showing the embellishments of the improvements.

3. As a direct result of the failure to fully publicize the attractive and very highly desirable features shown in said Exhibits, the sale was attended by only the parties directly

9

concerned in the proceedings and there was no bidding for the property by any disinterested parties. Upon the offering of the realty, after the sale was cried for approximately five minutes, the only offer other than that made on behalf of the holder of the first mortage, being foreclosed by these proceedings, was the successful offer of $6,700.00 made on behalf of the holder of the second mortgage on said property. Whereas, as a matter of fact, the realty in question has a fair market value of $ 14,000.00, as shown by the said Exhibits.

4. That if said realty were properly advertised in a newspaper of general circulation in Ann Arundel County showing the many features thereof, especially that it is a completely metropolitan-type, all year round, stone and brick house, with its many attractions as shown by the said Exhibits, considerable interest would be shown by private persons seeking housing of that type and location, and a far greater price will be realized upon re-advertising and resale.

The foregoing facts lead to the conclusion that the Court should not confirm this sale but should order the property re-advertised to include the features shown in the Exhibits so as to reach the largest population of prospects possible.

It is likewise respectfully submitted that the expenses of the improper sale hereof complained should be assessed against the holder of the trust being foreclosed, or their attorney, rather than against the mortgagors or their assignee, the objectant in these proceedings.

Ralph R. Sachs

Attorney for Objectant
Ralph R. Sachs
Dupont Circle Building
Washington, D. C.

Copy of foregoing Objections received this __day of Jan. 1951.

Attorney for Plaintiff

ORIGINAL

EXCEPTANT'S EXHIBIT "A"

State of Virginia,
County of Arlington, ss:

Personally appeared before me, Helen A. Heilman, a notary public in and for the State and County aforesaid, J. F. Hines, who, having been duly sworn according to law, deposed and said: that he ~~developed~~ IS A MEMBER OF THE DEVELOPING COMPANY OF Loch Haven Beach, Anne Arundel County, Maryland and that as such developer, he sold Lots numbered (11) and (12) in Block "B", Section (1) of Loch Haven Beach, being the property involved in these mortgage foreclosure proceedings, to Edward G. and Emma C. Feuz; that he observed the construction of the house which now improves said property and that said construction was of the best material and workmanship; that said property is a very desirable corner plot of ground measuring 170 feet by 135 feet, overlooking the South River and being on a slight rise of ground, giving an ideal overlook onto said South River and its beautiful landscaping there situate; that there are hard-surfaced roads all the way from the City of Annapolis to the property, a distance of about 8 miles, being within easy commuting distance to said City of Annapolis; that said improvement has all year construction, with oil automatic heating system, being as sound and durable as any property in said City of Annapolis, and, although being situate in a lovely resort setting, said property is metropolitan in its every aspect; that said improvement contains a large living room with stone fireplace, large scientific kitchen, roomy dinette with built-in dinette set; full sized modern bath with tiled wall and floor; two spacious bedrooms and a

Filed 5 Feb, 1951

very large glassed-in porch with picture window facing the said shorline of the South River, a utility room containing the heating plant and hot water tank, a spacious patio in the rear with fireplace and complete gardening and landscaping features of great value and beauty, and a sundeck over one wing of said improvement with floor and rails; that the present value of said improvement and property is in the amount of $14,000.00.

That he has examined the advertising filed in these proceedings of the notice of sale and that the only reference to the improvements on said property is in the following language "Said lot of ground is improved by a modernistic bungalow with modern conveniences."; that said advertisement is grossly insufficient in the following respects: that said advertisement fails to inform the public that the improvement is an all year round residence; that said advertisement fails to inform the public that the improvement contains five good sized rooms, that it has automatic oil heat, that it has a large living room with fireplace; that it has a large picture window overlooking beautifully landscaped shoreline of the South River, that it has a large scientific kitchen, that has a modern dinette set built-in, that it has a modern bath with tiled wall and floor, and two spacious bedrooms, that it has a spacious patio in the rear with luxurious landscaping surrounding the property, and a very desirable sundeck, and that the property is only approx. 8 miles from the City of Annapolis, a matter of hardly 15 minutes by automobile on hard surfaced, all-weather roads; that the said advertisement fails to inform the public that this was a resort estate, ideally located in a very desirable community, and metropolitan in every aspect except its luxurious surroundings.

That by reason of said defective advertisement, the property was sold for the very inadequate price of $6,700; that if the advertisement had been replete with at least a few of the enhancing features of said property, it would most likely have attracted prospects who have been searching for just this type of housing within reasonable commuting distance of the City of Annapolis, and that the presence of such prospects at a sale would have created healthy competition in the bidding and a much greater sum of money would have been accordingly realized at the sale; that there is a heavy demand in the City of Annapolis for properties having the features of the instant residence for the reasons hereinabove given.

That the failure of the advertisement to show, at least, that the property was an all-year-round property, undoubtedly stifled any interest that would ordinarily have been engendered by a proper and sufficient advertisement, and the affiant is confident that if he were given a reasonable length of time to advertise and show this property for sale, he would obtain not less than the sum of $12,250.00.

J. E. Hines
Affiant

Subscribed and sworn to before me this 30th day of January, 1951.

Helen A. Heilman
Notary Public, My Commission Expires on the 16th day of January 1954.

EXCEPTANT'S EXHIBIT "B"

State of Maryland,

County of Anne Arundel, ss:

Personally appeared before me, William P. Mayer, Jr. _____, a notary public in and for the State and County aforesaid, C. Albert Hodges, Sr. _____, who, having been duly sworn according to law, deposed and said: that he has been a duly licensed real estate broker with offices in the City of Annapolis, State of Maryland since 1932; that he has been actively engaged in the real estate brokerage business in both the City of Annapolis and the surrounding communities including the development known as Loch Haven Beach, Edgewater, Maryland, and that in conducting said real estate business, he has had occasion from time to time to make appraisals on properties in said Loch Haven Beach; that a couple of months ago, he was requested by the Jefferson Standard Life Insurance Company, of North Carolina, to appraise the property foreclosed in these proceedings; that he accordingly personally visited the property in question and examined the same very carefully, and that upon full consideration of all his findings, he evaluated the property to be worth the sum of $11500.00 for the purpose of said Jefferson Standard Life Insurance Company considering making a first mortgage loan thereupon, and that in his expert opinion, said property is presently valued at the sum of $14000.00, being the price the owner could obtain from a purchaser, if neither the owner were compelled to sell nor the purchaser compelled to buy.

That his examination of the property disclosed the following details: that it was located approximately 6 miles

Filed 5 Feb., 1951

from the City of Annapolis on a ~~hard surfaced~~ all-weather road, taking not more than 20 minutes running time; that it is a corner property containing 23000 square feet, with very beautiful landscaping and containing a outdoor fireplace and barbecue pit in the rear with a well desiged patio; that the property was located on a gentle rise giving same a fine overlook on the South River shoreline; that the entire community of Loch Haven Beach was comprised of similar satisfactory properties and of ideal constituency, being a very desirable development; that the property was improved with a large residence of Stucco on Block & frame construction, containing the following rooms and features: a living room 15 feet by 22 feet with stone fireplace; two good sized bed rooms with full modern bath, tiled wall and floor; large scientific kitchen with modern range and refrigerator and ample cubbard and closet space; generous sized built-in dinette set in dinette space off kitchen; large glassed-in porch with huge picture window looking out over the said South River Shore Line; sun deck over one wing of the house with good floor and rails; a utility room with automatic oil burner unit and ample hot-water storage boiler.

That he has examined the advertisement filed in these proceedings and found that the only reference in said publication to the residence above described was in the following words, "Said lot of ground is improved by a modernistic bungalow with modern conveniences."; that his immediate impression as gained from the reading of said advertisement was that said bungalow was merely a summer cottage and habitable for the summer months only.

That said advertisement has failed completely to inform the public of the very many enhancing features of this all year round home, having as many metropolitan characteristics as a person would desire in addition to the very desirable feature of being located in a beautiful exclusive community on the South River, only a few minutes from the City of Annapplis; that if a proper advertisement would be inserted in the Annapolis papers of general circulation showing the many features listed above, there would undoubtedly have been displayed considerable interest by people looking for homes of this type and the property accordingly would have been sold for a much greater price than the $6,700 for which it was sold in these proceedings.

That, again, the offering of such properties in the "dead of winter" is disadvantageous in itself, especially when the day of the sale hereinmentioned was very cold, registering about 20 degrees above zero, and that if this property were to be offered for sale in the Spring of the year, it would undoubtedly bring a much higher return, although, even at this time of the year, if the property is properly and sufficiently advertised, it would bring at least $ 14000.00 ., even at a mortgage sale.

C. Albert Hodges, Sr.
Affiant

Subscribed and sworn to before me this 30 day of January, 1951.

William P. Mayer, Jr.
My Commission Expires on the 7 day of May, 1951.

IN THE MATTER OF THE SALE	:	
OF THE	:	EQUITY NO. 10,125
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
EDWARD G. FEUZ AND EMMA A.	:	ANNE ARUNDEL COUNTY
FEUZ, HIS WIFE.	:	

: : : : : : : : : : :

ANSWER TO EXCEPTIONS FILED TO RATIFICATION OF SALE

(6)

Filed 9 Feb, 1951

The First Federal Savings and Loan Association of Annapolis, Maryland, a Federal corporation, by George E. Rullman, answering the Exceptions filed to the ratification of the sale respectfully shows unto your Honors:

First: That the advertisement of the sale was made in accordance with the provisions in said mortgage as to time, manner, place, and terms of sale, and the property was adequately described with the improvements thereon in the advertisement, and could have been seen and inspected by any person who might have been interested in purchasing the property or inspecting the same, and was made in accordance with the practice of foreclosure of mortgages in this Court.

Second: That a public sale was made at the Court House door in accordance with the practice in this Court; that the bidding was open to any and all persons interested in purchasing the same, and was fairly made; all of which is shown in the Report of Sale filed in this Court.

Third: That the statement of the Exceptant as to valuation of property is purely speculative, is not well founded, and the purchase price obtained at the sale was adequate; and, furthermore, that the title holder of the property was present at the sale and had his opportunity to bid for the property without hinderance from any person.

12

And, further, in answering the Exceptions, excepts and objects to the filing of Exceptant's Exhibit "A" and Exhibit "B" filed with the Exceptions, in that the exhibits are improper and inadmissible, being an attempt to furnish testimony which should be subject to cross examination.

And the Exceptee having answered the Exceptions in so far as it is advised is necessary so to do, prays that the Exceptions be dismissed.

AND, AS IN DUTY BOUND,

George E. Rullman,
Attorney for Exceptee

LAW OFFICES
RALPH R. SACHS
~~DUPONT CIRCLE BUILDING~~ 1308-19th Street, N. W.
WASHINGTON 6, D. C.

HUDSON 3393

March 23, 1951

Honorable James Boylan
Chief Judge of Circuit Court for
Anne Arundel County
Annapolis, Maryland

Dear Judge Boylan:

Please find herewith Exceptant's Memorandum in re: Foreclosure of property of Edward G. Feuz et us, Equity Number 10,125.

Your Honor's attention is invited to the Exceptant's request contained therein that the matter be re-opened for the purpose of taking Mr. O. Ellsworth Rue's testimony to negative the effect of the deed introduced by the Exceptee of July, 1950, showing a sale of the property for about $9,000.

The request is made with full realization that Mr. Rue should have made it his business to attend the hearing in the first instance. Delay he experienced in motoring back from Florida oacasioned his arriving after the hearing. This was not known to me until I saw Mr. Rue today.

Yours very respectfully,

Ralph R. Sachs

Ralph R. Sachs

RRS/s

13

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 10,125
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
EDWARD G. FEUZ AND WIFE	:	ANNE ARUNDEL COUNTY

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

MEMORANDUM OF AUTHORITIES SUBMITTED ON BEHALF OF THE EXCEPTEE TO THE EXCEPTIONS TO THE RATIFICATION OF THE SALE BY O. ELLSWORTH RUE

There are two points raised by the Exceptions to the ratification of this sale; namely: (1) That the sale was not properly advertised; and (2) That the price realized at the sale is inadequate.

The mortgage involved in this case is the County form which has been used and honored in this Court for a great number of years, and provides that in the event of a default and sale is made, the 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 shall be deemed expedient". The advertisement published in this foreclosure meets with these requirements, and in the advertisement the property was described as to location in this County, and advised any prospective purchaser as to the improvements erected thereon; namely: "a modernistic bungalow with modern conveniences".

The Court of Appeals of Maryland in ruling on the form and requisites of notice of sale has considered many cases, and on this point the Exceptee submits for your Honor's consideration the following cases:

> In Advertising, under S. T. 1826, Chapter 192 - describing the land by its general location and number of acres, and by reference to recorded deeds is sufficient. - White vs. Malcolm, 15th Maryland 529.
>
> Any description by the notice which informs the public of the property to be sold is sufficient. The authority by which the property is sold, the description thereof full enough to be understood by the public, its popular name, if any, its proximity to other known

property, the name of the occupant at the time, or any other characteristics, may all, or either of them afford means of informing the public and others concerned of the identity of the property was held to be sufficient. - Reeside vs. Peter, 33rd Maryland 120.

An advertisement of a sale in foreclosure is sufficient if the description enables the public to understand, by the exercise of ordinary intelligence, what property was offered for sale, and to identify the same by examination if a particular knowledge of the property is desired. - Stevens vs. Bond, 44 Maryland 506.

Mortgage sale by virtue and in pursuance of a mortgage made and delivered, dated, etc., the undersigned will sell, sufficiently indicates a foreclosure sale. - White vs. McClelan, 62 Maryland 347.

The objection that the premises sold upon mortgage foreclosure did not have the several lots thereof sufficiently marked out did not warrant setting the deed aside where the advertisement contained a full description to each lot and plat giving the numbers and the lines thereof. - Holton Park vs. Garry, 133 Maryland 509.

An advertisement of sale by Trustee under mortgage should so describe property as to enable the public to identify it and should point out facts increasing its value, but failure to site such facts will not defeat sale unless the price is inadequate. - Welch vs. Byerly, 150 Maryland 107.

Where the sale of property under a mortgage was advertised in a paper circulated throughout the County where the land was situated, the advertisement was sufficient to satisfy the legal requirements though the paper had but a limited circulation in that part of the County where the property was situated. - Shaw vs. Smith, 107 Maryland 523.

Failure to post notice of foreclosure sale upon mortgaged premises held not grounds for nulling ratification of foreclosure sale. - Clemens vs. Union Trust Company, 170 Maryland 520.

The description of property in a notice of sale under foreclosure proceeding should be sufficient to enable anyone, by the exercise of ordinary intelligence, to locate the property and to obtain more detailed information concerning it if desired. - Preske vs. Carroll, 178 Maryland 543.

Generally, any description that correctly informs the public of property to be sold at a foreclosure sale is sufficient, and a notice certainly identifies the property to be sold and is not vitiated by deficiencies or even inaccuracies in the description where they are not of a character to mislead anyone. - Ivrey vs. Carr, 182 Maryland 462.

As to the second exception, inadequacy of price, the following authorities are submitted for your Honor's consideration:

Inadequacy of price alone is not sufficient to vacate a sale unless it be so gross and inordinate as to indicate some mistake or unfairness in the sale, for which the purchaser is responsible, or misconduct or fraud on part of the Trustee. - Bank of Commerce vs. Lanahan, 45 Maryland 396.

A grossly inadequate price may be considered in connection with other facts in determining whether there has been a fair foreclosure sale; with the absence of circumstances indicating any unfairness in the sale, mere inadequacy in price is not sufficient to set aside the sale. - Shaw vs. Smith, 107 Maryland 523.

Also Holton Park Company vs. Garry - 133 Maryland 509.

Mere inadequacy of price is no reason for setting aside sale of mortgaged property as between an estimated value of $6,350.00 and $4,500.00. - Weber vs. Merowitz, 160 Maryland 674.

Louis vs. Beall - 162 Maryland 18.

Inadequacy of price alone is insufficient to authorize interference with the foreclosure sale unless inadequacy is so inordinate as to indicate some mistake or unfairness in the sale for which the purchaser is responsible, or misconduct or fraud in the Trustee to whom the management of the sale has been committed. - Writher vs. Clayton, 173 Maryland 138.

The land in this case sold for $12,422.25. Held that the Court would not be authorized to vacate the sale upon the single ground of inadequacy of price, even assuming the property to be worth $20,000.00, the estimate placed upon it by the Exceptant. - Johnson vs. Dorsey, 7 Gill 269.

"Public policy" requires that ratification of a lawful Judicial sale shall be conclusive unless purchaser was precluded by fraud from making reasonable objection to its ratification, and it requires substantial grounds to justify a Court in setting aside Judicial sale when lawfully made. - Bachrach vs. Washington United Co-op, 181 Maryland 315.

Also see Ivrey vs. Carr - 182 Maryland 463.

Where a Judicial sale has been regularly made in a manner prescribed by law upon due notice, to justify an Equity Court in setting aside such sale on the grounds of inadequate price, facts must have been shown from which the conclusion arises that the price is so inadequate as to shock the conscience of the Court and imply constructive fraud. - Lippold vs. White 181 Maryland 562.

Respectfully submitted,

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD G. FEUZ AND WIFE

EQUITY NO. 10, 125.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MEMORANDUM OF AUTHORITIES SUBMITTED ON BEHALF OF THE EXCEPTANT TO THE RATIFICATION OF THE SALE, etc.

The testimony of C. Albert Hodges, appearing at the hearing on the Exceptions filed in this cause as a witness for the Exceptant, was to the following effect:

That he was a duly licensed real estate broker of the State of Maryland and had conducted a real estate business, as well as insurance business, in the City of Annapolis for many years; that he had been Tax Assessor for the County of Anne Arundel, and in such capacity he had assessed the properties located in Loch Haven Beach, the situs of the foreclosed property; that he had made appraisals of the value of properties in and around Annapolis for several named lending institutions, including banks and building and loan associations over a period of many years; that he had specifically assessed the foreclosed property for Anne Arundel County about two years ago; that he had specifically inspected and appraised said property at the request of the Jefferson Standard Life Insurance Company of North Carolina, which said Life Insurance company desired to place a first mortgage on the same, and that his evaluation of said premises was $14,000, and that this inspection and appraisal took place about one year ago.

This his inspection of the property showed it was located in a very fine shore community on South River about

ten (10) miles from the Courthouse, within 20 minute driving distance on satisfactory roads; the property contained about 25,000 square feet being a good sized corner property very nicely landscaped; that the residence on same was of sound stucco and frame construction containing two-bedrooms; a roomy living room with stone fireplace; kitchen, heating plant in utility room; sun parlor; sun-deck over portion of premises; automatic oil heating system.

The testimony of the Auctioneer showed that the temperature on the day of the foreclosure sale "could have been as low as 20 degrees, although he didn't know what the exact temperature was, it was very cold."

It is thought desirable by the Exceptant's counsel to comment briefly upon the authorities controlling in matters of this kind.

The basis for the exception to confirmation of this sale is not merely inadequacy of price. It is conceded that mere inadequacy of price, unless violently depressed, is not sufficient ground for rejecting a foreclosure sale. Counsel for the Exceptee has given many Maryland authorities on this score with which the Exceptant finds no argument.

The gist of the exception is insufficient advertisement. It is submitted the advertisement is insufficient in two fatal respects: it fails to distinguish the foreclosed premises as an "all-year-round" residence, <u>especially since they are located in a summer resort</u>. It would be the normal and reasonable conclusion of anyone inspecting the advertisement shown in these proceedings that the premises offerred for sale was merely a "summer bungalow." It is believed that there can be no serious argument that if the large population of home-seekers in the Annapolis area had been fully informed of the fact that

the premises were "all-year-round" and so close to Annapolis in point of both distance and time, that there would indeed have been lively bidding accordingly. For, at this time, it is rather a rare thing that real estate brokers in Annapolis have such very desirable properties for sale within the purchasing power of many person needing housing.

The second fatal omission in said advertisement is the absence of any detail of description to show those very many features of this particular premises, both the grounds and the improvements, which enhance its value considerably. The mention of the sun-parlor with large picture window, of the sun-deck, of the barbecue pit on the grounds, of the beautiful landscaping embellishments, of the gentle rise to the grounds overlooking the South River, of the large, scientific kitchen, the breakfast nook, the spacious living room with stone fireplace, its sound, durable construction, that is to say the mention of even a few of the foregoing would have enlisted the interest of prospects and livened the bidding. The duty of the selling agent under mortgage foreclosure proceedings is in reality the very same as any fiduciary dealing with the property of his cestui que trust. He is expected to exercise the same degree of providence in attracting prospects as any provident owner who desires to market his realty at the best possible price. Could it be successfully contended by the Exceptee that if this property were being offerred for sale by him as owner, rather than as foreclosing agent, that he would have worded the advertisement as succinctly as he did in this case? On the contrary, in all likelihood, he would have "loaded" the advertisement with all those terms of real estate advertising that are known to attract the largest number of prospects.

It is thought by the Exceptant that the decision of the Court of Appeals in White v. Malcolm, 15 Maryland 529, is not pertinent for the reason that acreage was involved in that foreclosure, not residential improvements.

In Reeside v. Peter, 33 Maryland 120, the language of the Court of Appeals is far from limiting as to advertisement of property - it widens the scope of what might constitute sufficient advertising in any given case. The verbiage thought by the Exceptant to be indicative of this is as follows:"the description thereof full enought to be understood by the public." This would leave it entirely up to the Trial Court to determine whether advertising has been "full enough" in the case before him.

The Exceptant willingly adopts the ruling contained in Welch v. Byerly, 150 Maryland 523 in the following words: "An advertisement of sale by Trustee under mortgage should so describe property as to enable the public to identify it and should point out facts increasing its value, but failure to site such facts will not defeat sale unless the price is inadequate." It is believed that the conclusion of inadequacy of price is inescapable in these proceedings upon the uncontraverted testimony of the Exceptant's expert witness: that is $14,000 as opposed to $6700. That being so, the failure to "point out facts increasing its value" invalidates the sale.

The Exceptant does not complain of inaccuracies in the advertising: the complaint is based upon the omission of vital distinguishing information. Accordingly, the position of the Exceptant is in harmony with the decision of the Court of Appeals in Ivrey v. Carr, 182 Maryland 462 wherein the Court stated that: "Generally, any description that correctly informs

the public of property to be sold at a foreclosure sale is sufficient, and a notice certainly identifies the property to be sold and is not vitiated by deficiencies or even inaccuracies in the description where they are not of a character to mislead anyone." It is believed that the misleading factor of advertising as contemplated by this decision could very well consist of an omission as well as an error of commission. The effect is precisely the same.

It is felt that notwithstanding the small number of cases in which foreclosure sales are rejected in court, where, in a particular case there is any real question of whether or not a resale ordered by court with proper and sufficient advertising would bring a better price, then such resale should be so ordered. This seems to be the attitude of our Court of Appeals as expressed in Lippold v. White, 181 Maryland 562: "Where there appears any other just cause to doubt the propriety of mortgage foreclosure sale, inadequacy of price may be considered. Where there is great disparity of price, the court will be astute in extracting from the facts, evidence sufficient to justify it in annulling the mortgage foreclosure by reason of mistake, surprise or misconduct." In this case, that is the matter at bar, the mistake was one of omission.

In the matter of Ten Hills Company v. Tenn Hills Corporation, reported in 5 A 2d. 830, the court stated that any error or omission in advertisement of trustee's mortgage foreclosure sale substantial enough to mislead the mortgagor or possible bidders, vitiates the sale. This was a Maryland decision reached in 1939.

One of the earlier decisions of the Court of Appeals has signficantly laid down a yardstick to determine the sufficiency of advertising in foreclosure matters. Reference is

made to the case of Gould v. Chappell, 42 Maryland 466 in which the Court stated: "It is the duty of the trustee to bring the property to the hammer in a judicious and advantageous manner, and if he fail to exercise that caution and providence which may fairly and reasonably be expected from a provident owner in regard to the sale of his own property and in consequence thereof the property is sold at a depreciated price, a court of equity will not sanction such a sale, even though the conduct of the trustee may be untainted with fraud, and the purchaser be without fault."

The essential importance of sufficient advertising to entitle the foreclosing agent to ratification of his sale, is clearly demonstrated in the matter of Kres v. Hornstein, 161 Maryland 1: " Improved by a two story building with store front" was the descriptive portion of the advertisement, whereas in fact the premises were improved by a large brick warehouse, having a valuable long term lease. The Court stated, Page 6 of the Opinion: " The advertisement should direct the attention of the public to any important fact or facts connected therewith, having a tendency to increase the value of the property." It is believed by the Exceptant that the fact vel non of the premises being "all-year-round" is undeniably such an important fact. Further in the Court's Opinion, at Page 8, its is stated: "One of the grounds urged by appellee for refusing to set aside the sale is that no one is produced who would bid more at a relase. But it does not appear, from the opinion of this court in Robertson Mfg. Co. v. Chambers, that such an offer was a sine qua non."

The Exceptant takes the position that the testimony of his expert witness shows unquestionably that upon proper

advertising of the foreclosed premises, there would be lively bidding by persons in need of this type of housing, and the Exceptant further feels that such a resale would produce a much higher bid. Accordingly, if such premises of the Exceptant are well taken, the decision in Preske v. Carroll, 178 Maryland 543, would be applicable. At P. 543, the Court states: "Failure of notice of sale to mention or peroperly describe improgements on mortgaged premises may be sufficient ground for vacating the sale, if shown to be prejudicial to it but such a result will not follow where no evidence has been produced to show that the omission misled anyone or had any prejudicial effect."

Counsel for the Exceptant feels it is his duty to inform the Court of certain facts concerning the deed of record of July, 1950, received into evidence on behalf of the Exceptee. The Exceptant, on the day of the hearing on the exceptions, was en route from Tampa, Florida. He had planned to attend the hearing on advice of counsel in case his testimony became necessary.

If the Exceptant had testified, and this is given merely as a proffer of evidence to support a request for the re-opening of the matter to take his testimony, he would have stated: that although the deed in question recited about $9000, the fact of the matter was that he was merely taking legal title to the property from the grantors named therein for the sole purpose of obtaining refinancing therein to stave off foreclosure under the then existing 1st mortgage in favor of the Exceptee; that the amount of the consideration was only a recital given for the purpose of fixing the amount of revenue stamps to be affixed to the deed; that, on the contrary, the

property in question is worth at least $14,000 and this is so for the following reasons: that Mr. Hodges, an experienced real estate broker and appraiser had so appraised the same in the recent past for the Jefferson Standard Life Insurance Company of North Carolina; that there had been two mortgages on the property at the time of said deed, in the total amount of about $9,700.00; that the property contained a large quantity of valuable grounds, to-wit about 25,000 square feet, expensively landscaped and containing a barbecue-pit, and being a gently graded landscape with very desirable overlook onto the South River; that there is a sun-deck exposed to sun all day long; a large well-built sun parlor overlooking the river with picture window and asphalt tile flooring and knotty pine walls and trim, with high cathedral ceiling; a large, well-equipped kitchen with roomy breakfast nook; a spacious living room with stone fireplace; modern automatic oil-burning heating plant with conducting air system throughout; two large bedrooms with modern bath; that he has visited the property in all kinds of weather, including deep snowfalls, and had no trouble whatsoever either in getting to or away from the property.

It is sincerely felt that in the light of the evidence of the said deed showing a transfer for consideration of only $9000, the Exceptant's testimony should be received to negative the effedt thereof and to reestablish the correct valuation at $14,000.00. At least, it could be shown that $9000 was not in fact the real consideration for said deed.

However, if the Court should conclude that the opportunity for giving of evidence has been terminated, then it is respectfully submitted, there is ample evidence to show

both requisites for rejecting this sale: namely, that the advertising was insufficient and that such insufficient advertising led to the bringing of a depreciated sale.

Ralph R. Sachs
Attorney for Exceptant
1308-19th Street, N. W.
Washington, D. C.

A copy of the foregoing Memorandum was mailed this 23rd day of March, 1951, to George E. Rullman, Esquire, Lee Building, Annapolis, Maryland.

Attorney for Exceptant

In the matter of the sale of	(	No. 10125 Equity.
the mortgaged real estate of	(	In the Circuit Court for
Edward G. Feuz and wife.	(	Anne Arundel County.

O. Ellsworth Rue has excepted to the ratification of the sale made by George E. Rullman, Attorney named in the mortgage of Edward G. Feuz and wife to the First Federal Savings and Loan Association of Annapolis, dated November 7, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 386, folio 386 etc.

The exceptant contends (a) that the description of the improvements on the land was insufficient; and (b) that the price obtained was inadequate.

The advertisement described the premises to be sold, as follows:

> "All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Eleven (11) and Twelve (12) in Block "B" Section 1 of Loch Haven Beach, as shown on plat of Loch Haven Beach, made by J. Revell Carr, Surveyor, May, 1946, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-7, Plat No. 11. Being the same property which was conveyed to the said Edward G. Fuez and Emma A. Fuez, his wife, by George E. Rullman, Trustee, by deed dated the 7th day of November, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 386, folio 385.
>
> "Said lot of ground is improved by a modernistic bungalow with modern conveniences."

In the case of Preske v. Carroll, 178 Md. 543, the Court of Appeals said, at page 547: "It is now a familiar principle that the description of property in a notice of sale under foreclosure proceedings should be sufficient to enable anyone, <u>by the exercise of ordinary intelligence, to locate the property and to obtain more detailed information concerning it, if</u>

Filed 29 Mar., 1951

16

desired. Welch v. Byerly, 150 Md. 107, 112, 132 A. 616, 618. Failure of a notice of sale to mention or properly describe improvements on mortgaged premises may be sufficient ground for vacating the sale, if shown to be prejudicial to it, but such a result will not follow where no evidence has been produced to show that the omission misled any one or had any prejudicial effect." And at page 548, the Court said: "In the present case there is no evidence that any prospective purchasers were misled by the advertisement or had any doubt as to what was offered for sale. There is also no evidence that competition for the purchase of the property was diminished by the character of the advertisement. The advertisement contained the names of the parties to the mortgage, the date of the mortgage, and the reference to the exact page where it is recorded in the office of the Clerk of the Circuit Court for Howard County. It identified the property and also enabled any one interested in it to obtain more detailed information from the mortgage, the prior conveyances, and the plat on record in the office." (Italics supplied). See, also, Ivrey v. Karr, 182 Md. 463, 476.

The only testimony offered on the part of the exceptant was that of C. Albert Hodges, Jr., who testified that he is a real estate broker and also an assessor for Anne Arundel County; that he is familiar with values of property in the development known as Loch Haven Beach; that in his judgment the property is worth the sum of $14,000; that he does not know of any recent sales in the community. There was no testimony that any one had been misled by the advertisement or had any doubt as to what was offered for sale, and there is no evidence that competition was diminished by the character of the advertisement.

The proceedings do not show that the exceptant had suggested or complained to the Attorney named in the mortgage that the advertisement was insufficient.

But there is another reason urged and that is the insufficiency of the bid. The deed offered in evidence showed the property was purchased by the exceptant on July 20, 1950, for $9,749.76.

It was sold on January 9, 1951, to Kathleen E. Courtney for $6700.00, with taxes to be adjusted to the day of sale. No witness was

produced who would offer more for the property.

Again referring to Preske v. Carroll, supra, the Court of Appeals said: "The law has long been established in this State that mere inadequacy of price, standing by itself, is not sufficient to invalidate a sale, unless it be so gross and inadequate as to shock the conscience, and raise the presumption of unfairness, mistake, or fraud in the conduct of the sale." Bachrach v. Washington United Cooperative, Inc., 181 Md. 315, 322; Lippold v. White, 181 Md. 562, 569. In the last-mentioned case, the Court of Appeals said: "The purchaser has certain rights as are clearly set out in the case of Cook v. Safe Deposit & Trust Company, 172 Md. 398, at page 404, 191 A. 713, at page 716: 'Once having accepted a bid, the executor or trustee cannot reopen the sale to let in disappointed or rival bidders. They are right about an accepted bid being an offer, but the seller is bound to report such a bid, and on ratification it becomes an enforceable contract. As said in Whitely v. Whitely, 117 Md. 538, 544, 84 A. 68, 71, "The court should (not) * * * depart from the policy of encouraging purchasers at judicial sales by sustaining those fairly made in all respects, and for a full price, whether at public sale, or that failing, at private sale, and by refusing to strip a purchaser of a right fairly acquired, for a full consideration, merely because one who has had his day for free competition demands that he be given a second opportunity.'"

"Quoting from Boyd v. Smith, 127 Md. 359 at page 366, 96 A. 526, at page 528: 'It would also, we think, be a dangerous and unsafe practice, and one not to be tolerated, to reject sales so made and reported, merely to let in other and higher bidders, when no fraud, misrepresentation or unfairness is shown, by inadequacy of price or otherwise. Andrews v. Scotton, 2 Bland 629 (671);' Loft, Inc. v. Seymer, 148 Md. 638, 129 A. 911; Blank v. Frey, 165 Md. 647, 170 A. 156."

And, finally, under the maxim that "he who seeks equity, must do equity," no exceptant to a sale is entitled to obtain the aid of a court of equity unless he offers to pay a higher price for the property, or at least gives assurance that some other person would be likely to do so. Preske v. Carroll, supra. Likewise the court, in foreclosure proceedings, should not set

aside a reported sale and order a resale as a mere experiment, but only when it is reasonably proper that a better price could be obtained at another sale." Weber v. Merowitz, 160 Md. 674, 677, 155 A. 169.

In the notes filed with the Court by counsel for the exceptant, it is requested that the case be reopened to permit the exceptant to dispute the consideration set forth on the margin of the deed, and to show "that he was merely taking legal title to the property from the grantors named therein for the sole purpose of obtaining refinancing therein to stave off foreclosure under the then existing 1st mortgage in favor of the Exceptee." This raises the question whether or not the exceptant has any right to except to the sale. It is true that a grantee in a deed of mortgaged lands has a sufficient interest to give him a prima facie right to question the validity of a sale under a mortgage (Shaw v. Smith, 107 Md. 523), but in this case the exceptant claims he held the legal title "for the sole purpose of obtaining refinancing to stave off foreclosure proceedings." In the view the Court takes of this case it is not necessary to pass upon this question.

The exceptant has failed to show any reason which would justify the settingaside of the sale, and, therefore, the exceptions must be overruled.

Chief Judge.

For the reasons set forth in the aforegoing opinion, it is this twenty-ninth day of March, in the year nineteen hundred and fifty-one, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the exceptions filed herein on February 5, 1951, be, and they are hereby, overruled; and it is further ordered that the sale made and reported by George E. Rullman, the Attorney named in the mortgage, be, and the same is hereby, finally ratified and confirmed, no sufficient cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in this cause, and the said Attorney named in the mortgage

Filed 29 Mar, 1951

is allowed the commissions provided by the mortgage and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. E. Boyd Jr.
Chief Judge.

4/24/51 Bond for Appeal, $1000.
Judge Benjamin Wickhardt

LIBER 71 PAGE 381

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,125 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD G. FEUZ AND EMMA A. FEUZ, HIS WIFE.

Ordered, this 10th day of January, 1951, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE ATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of February, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 19th day of February next.

The Report states the amount of sales to be Six Thousand Seven Hundred Dollars ($6,700.00).

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

t-8

Filed 28 Mar., 1951.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1951

We hereby certify, that the annexed

Order Nisi - Sale
Eq. # 10,125
Edward G. Feuz

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 February, 1951. The first insertion being made the 18th day of January, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown 17

No. MG. 3565

IN THE CIRCUIT COURT FOR ANNE ARUNDEL
COUNTY, STATE OF MARYLAND

Sitting As A Coourt of Equity

In the matter of the sale of : No. 10125 Equity
the mortgaged real estate of
Edward G. Feuz and wife. :

:

BOND

Know all Men by these Presents, That We, O. Ellsworth Rue, as principal, of Washington, District of Columbia, and The Hartford Accident and Indemnity Company, as surety, are held and firmly bound unto George E. Rullman of Anne Arundel County, State of Maryland, in the sum of ONE THOUSAND DOLLARS , lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly, severally and firmly, by these presents.

Witness our hands and seals, this 25TH day of April, 1951.

The condition of the above obligation is such. That, whereas, the Circuit Court for Anne Arundel County, did on the 29th day of March, 1951, pass an order confirming sale of the mortgaged premises subject of these preceedings, thereby overruling the exceptions to such sale filed by O. Ellsworth Rue, from which said order of the said Circuit Court for Anne Arundel County, the above bounden O. Ellsworth Rue has ordered an appeal to the Court of Appeals of the State of Maryland,

Now, Therefore, if the said O. Ellsworth Rue shall not cause a transcript of the record and proceedings of said order to be transmitted to the said court of appeals within the time prescribed by law, and prosecute the said appeal, and also satisfy and pay to the said George E. Rullman, his executors,

Filed 27 Apr., 1951

17

administrators, or assigns, in case the said order shall be affirmed, as well the debt, damages and costs, or the damages or sum of money or other matter or thing, and costs adjudged in the court from which the appeal is taken, as also all damages and costs that may be awarded by the court of appeals, then the said bond to be and remain in full force and virtue, otherwise no effect.

Witnessed:

Jas. O. Wood

Beulah Hall

O. Ellsworth Rue (SEAL)

HARTFORD ACCIDENT AND INDEMNITY CO.

By _____ Agent- In - Fact

Approved this 27 Apr, 1951
John H. Hopkins, 3rd
Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Sitting as a Court of Equity

In the matter of the sale of :
the mortgaged real estate of :
Edward G. Feuz and wife :

No. 10125 Equity

ORDER FOR APPEAL

Mr. Clerk:

Please enter an appeal to the Court of Appeals of Maryland from the order in this case dated March 29, 1951.

O. Ellsworth Rue
Exceptant

Ralph R. Sachs
Attorney for Exceptant
1308-19th Street, N. W.
Washington, D. C.

Filed 27 Apr., 1951.

State of New York,

County of New York, ss:

I hereby certify that on this 25 day of April, 1951, before me, the subscriber, a notary public of the State of New York, County of New York, duly commissioned and qualified, and residing at 61-80-78 st. Elm. N.Y., personally appeared O. Ellsworth Rue, the Exceptant, in the above entitled case, and made oath in due form of law that the appeal prayed and taken in the above case is not taken for the purpose of delay.

JUSTO ORTIZ
Notary Public, State of New York
No. 41-8235500
Qualified in Queens County
Certs. filed with Queens & New York County Clerks & Registers
Commission Expires March 30, 1952

As witness my Hand & Noatarial Seal this 25 day of April, 1951.

Justo Ortiz

I hereby certify that a copy of the aforegoing Order of Appeal was this 24th day of April, 1951, mailed to George E. Rummel, Attorney named in said foreclosure.

Attorney for Exceptant

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Sitting as a Court of Equity

In the matter of the sale of the mortgaged real estate of Edward G. Feuz and wife	No. 10,125 Equity

STIPULATION AS TO PROCEEDINGS
TO BE INCLUDED IN RECORD ON
APPEAL TO COURT OF APPEALS

Filed June 15, 1951

It is hereby stipulated by and between George E. Rullman attorney for the party secured in above mentioned mortgage, and Ralph R. Sachs, attorney for the exceptant to ratification of sale made in these proceedings, O. Ellsworth Rue that the following shall be included in the Proceedings to be Included in Record on Appeal to the Court of Appeals of Maryland:

1. The mortgage mentioned in these proceedings.
2. The report of sale.
3. Proof of publication filed herein.
4. Exceptions to Ratification of said sale.
5. Answer to Exceptions.
6. Transcript of testimony taken thereon.
7. Opinion of Court.
8. Order of Confirmation of sale.
9. Certificate of auctioneer as to sale.
10. Memorandum of Purchase made at said sale.

George E. Rullman
George E. Rullman

Ralph R. Sachs
Ralph R. Sachs

6/14/51

Dear Mr. Hopkins:

Re: Equity No. 10,125

In reply to your letter of June 13th, I wish to state that matter will be settled and I shall forward Order Dismissing Appeal shortly.

Yours very truly,

Ralph R. Sachs

Filed June 17, 1951

20

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Edward G. Feuz
and
Emma A. Feuz, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,125 Equity

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.

Filed 3 Dec., 1951

November 30, 1951.

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edward G. Feuz and Emma A. Feuz, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	240	55	290	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	23	00		
Katharine H. McCutchan -stenographer's fee	5	00		
Auditor - stating this account	13	50		
			61	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	25		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	28	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal revenue stamps	3	85		
One-half State revenue stamps	3	85		
Ruby W. Chaney - notary fees	1	00		
			111	64
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim, viz:				
Amount of mortgage claim filed	6,079	17		
Interest on $6,003.80 from 1/9/51 to 11/17/51 - 312 days	312	20	6,391	37
To O. Ellsworth Rue, record owner of the property described in the mortgage filed herein - this balance	163	21	163	21
			7,018	27

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

1951						
Jan.	9	Proceeds of Sale	6,700	00		
		Interest on deferred payment from 1/9/51 to 11/17/51	318	27	7,018	27
					7,018	27

ORDER NISI

LIBER 71 PAGE 389

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Edward G. Feuz and Emma A. Feuz, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,125 Equity.

ORDERED, This 3 day of December, 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 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 7 day of January next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of January, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ 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 3 Dec., 1951.

Filed 8 Jan., 1952.

FICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1952

We hereby certify, that the annexed Order Nisi Auditors Account Edward G. Feuz 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 January, 1952 The first insertion being made the 6th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie S. Carlson

23

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,125 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EDWARD G. FUEZ And EMMA A. FUEZ, His Wife.

Ordered, this 3rd day of December, 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 7th 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 7th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-20

Filed 8 Jan., 1952.

No. MG 8783

LIBER 71 PAGE 390

IN THE MATTER OF THE MORTGAGED : IN THE CIRCUIT COURT FOR

REAL ESTATE OF AUBREY W. JONES : ANNE ARUNDEL COUNTY

AND IDA E. JONES, HIS WIFE : EQUITY NO. 10,158

Filed 2 Feb., 1951.

Mr. Clerk:

Please file the within assignment and docket the above case.

Eugene M. Childs

Eugene M. Childs, ~~Attorney~~ ASSIGNEE

COPY
PLAT
DEED
MORTGAGE
POWER OF ATTORNEY
RELEASE OF MORTGAGE (OVER)
LEASE
MAGISTRATE'S JUDGMENT
ASSIGNMENT
MECHANICS LIEN
CERTIFICATE OF INCORPORATION
AGREEMENT
CONTRACT OF SALE

J.H.H. 421 Job 114.

CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY, MARYLAND

No. A 44147

Annapolis, January 31 1951

RECEIVED OF E. M. Childs.

75/100 DOLLARS ($ 25)

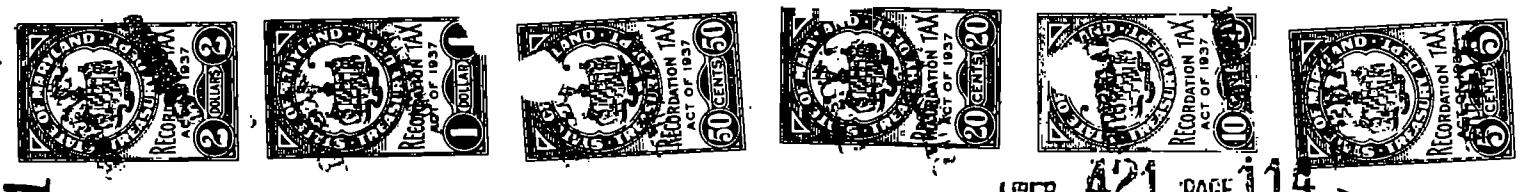
Farmers & Merchants Bank to Eugene M. Childs.

RETURN THIS RECEIPT IN THIRTY-FIVE DAYS WITH YOUR ADDRESS—PAPER WILL BE SENT. PLEASE SEND POSTAGE AT THE RATE OF 6 CENTS FOR EACH PAPER.

JOHN H. HOPKINS, III, CLERK

BY [illegible]

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND



LIBER 421 PAGE 114 No. 10,158 Equity

LIBER 71 PAGE 391

This Mortgage, Made this 25th day of July

in the year nineteen hundred and forty-seven, by and between AUBREY W. JONES, Sr., and IDA E. JONES, his wife,

Mortgagor s of Anne Arundel County in the State of Maryland, of the first part,

and FARMERS AND MERCHANTS BANK, Marlboro, Maryland

Mortgagee , of the second part.

WITNESSETH, WHEREAS the said Aubrey W. Jones, Sr., and Ida E. Jones, his wife, the said Mortgagors are indebted unto the said Farmers and Merchants Bank, the said Mortgagee, in the full and just sum of THREE THOUSAND EIGHT HUNDRED DOLLARS ($3,800.00) and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagee, 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.

THE SAID Mortgagors reserve the right to pay the entire mortgage debt at any interest bearing period.

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.

Filed 2 Feb., 1951

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s do grant and convey unto the said Mortgagee, its successors, and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in Eighth District of Anne Arundel County, aforesaid, and described as follows:

Lots One (1) and Two (2) in original block numbered Twenty-one (21) North Beach redivision of Holland Point as recorded on the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folios 30 and 70 and further described as situate on the West side of Walnut Avenue and fronting on same for a distance of 183.84 feet.

IT BEING the identical property which was granted and conveyed unto the said Aubrey W. Jones, Sr., and wife by Deed from Nick Basiliko and wife dated October 4, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213 folio 468.

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 s of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors, ~~xxxxxx~~ and assigns, forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three thousand eight hundred ($3,800.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, personal representatives or assigns, or Eugene P. Childs, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One hundred ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three thousand ($3,000.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

M. T. Wyvill

M. T. Wyvill

Aubrey W. Jones, Sr. (SEAL)

Ida E. Jones (SEAL)

(SEAL)

Ida E. Jones (SEAL)

LIBER 71 PAGE 394

LIBER 421 PAGE 117

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I Hereby Certify, that on this 25th day of July 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 Aubrey W. Jones, Sr., and Ida E. Jones, his wife, the Mortgagor s named in the aforegoing Mortgage and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Frank M. Hall, President of the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth., and that he was duly authorized to make this affidavit. WITNESS my hand and seal Notarial.

Michael T. Wyvill, Notary Public.

NOTARY PUBLIC PRINCE GEORGES CO. MD.

assign Recorded-29th-July-1947-at-11:20-A.M.

Received for Record 31 Day of Jany 1951 at 10 o'clock M. and the same day recorded in Liber J.H.H. No. 421 Fol 117, Land Records of Anne Arundel County.

John H Hopkins 2d Clerk

No. 10 158 Equity

MORTGAGE

FROM

Aubrey W. Jones, Sr., and

Ida E. Jones, his wife

TO

Farmers and Merchants Bank, Marlboro,

Maryland.

BLOCK NO.

Received for Record July 29, 1947, at 11:10 o'clock A M. Same day recorded in Liber J.H.H. No. 421 Folio 114 &c., one of the Land Records of Cal Co. examined per John H Hopkins 3rd, Clerk.

Cost of Record, $ 4.25

The Daily Record Company, Baltimore, Md.

ASSIGNMENT:

The Farmers & Merchants Bank hereby assigns the within Mortgage to Eugene M. Childs for the purposes of collection and forclosure, as witness the signature of Frank M. Hall, its President, attested to by Wm. H. Brooke, its Cashier and with its Corporate Seal affixed this 30th day of January, 1951.

Test: Wm. H. Brooke

Wm.H.Brooke Cashier

Farmers & Merchants Bank

By Frank M. Hall, President

LIBER 71 PAGE 395

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT FOR
	:	
REAL ESTATE OF AUBREY W. JONES		ANNE ARUNDEL COUNTY
	:	
AND IDA E. JONES, HIS WIFE	:	EQUITY NO. 10158
	:	

STATEMENT OF MORTGAGE CLAIM

Principal balance due as of January 25, 1950	$4,053.26
Plus interest at 6% from above date	
1950 Taxes	162.86

Filed 5 Feb., 1951

STATE OFMARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 31st day of January, 1951, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Eugene M. Childs, Attorney for the Farmers & Merchants Bank of Upper Marlboro, Maryland, and did make oath in due form that the statement above of the mortgage claim of the said Bank was true to the best of his knowledge and belief, and that he was authorized to make this affidavit.

Witness my hand and seal Notarial.

May F Brennan
May F Brennan Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT FOR
REAL ESTATE OF AUBREY W. JONES	:	ANNE ARUNDEL COUNTY
AND IDA E. JONES, HIS WIFE	:	EQUITY NO. 10158

Filed 5 Feb, 1951.

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act Art. 87A, Flack's Annotated Code of Maryland, 1947 Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Eugene M. Childs, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the Farmers and Merchants Bank of Upper Marlboro, Md., the plaintiff in the above entitled case, and makes this affidavit on its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act, Art. 87A Flack's Ann. Code of Md., 1947 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendants are not on active duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States, preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

Eugene M. Childs

Eugene M. Childs, ~~Attorney~~ ASSIGNEE and Agent, Affiant

Subscribed and sworn to before me this 31st day of January, 1951.

May F. Brennan

May F. Brennan Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4

LIBER 71 PAGE 397

No 10,158 Equity

(Mortgagee's or Attorney's Bond)

Bond #2571650

Know all Men by these Presents,

THAT WE Eugene M. Childs, Duke of Gloucester Street, Annapolis, Maryland, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand and 00/100 - - - - - - - - - - - - - ($5,000.00) - - - - - Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this Second day of March in the year nineteen hundred and fifty-one.

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Aubrey W. Jones and Ida E. Jones to Farmers and Merchants Bank of Upper Marlboro, Maryland, bearing date the 25th day of July nineteen hundred and forty seven and recorded among the land records of Anne Arundel County (.....) in Liber JHH No. 421 Folio 114 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 is such, that if the above bounden Eugene M. Childs

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 presence of

Eleanor G. Quiggs

Nellie F. Collison

Nellie F. Collison, Atty.-in-Fact

Eugene M. Childs [SEAL.]
Eugene M. Childs

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By [SEAL.]
Attorney-in-fact
Albert E. Trieschman, Atty.-in-Fact

Approved this 14 Mar., 1951.
John H. Hopkins, 3rd, Clerk.

Filed 14 Mar., 1951

Form J-3101 Printed in U. S. A.

5

IN THE MATTER OF MORTGAGED	:	No. 10158 EQUITY
REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
AUBREY W. JONES AND IDA E. JONES, his wife	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Eugene M. Childs, Assignee of the mortgage filed in these presents, respectfully shows -

That under and by virtue of power of sale contained in a mortgage from Aubrey W. Jones and Ida E. Jones, his wife, to the Farmers and Merchants Bank of Upper Marlboro, Md., a body corporate of the State of Maryland, default having occurred thereunder, the said ~~attorney~~ ASSIGNEE after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, 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 Saturday, May 12th at 3:00 o'clock, P.M., and then and there sold said property to the Farmers and Merchants Bank of Upper Marlboro, at and for the sum of Five Thousand Dollars ($5000.00), it being at that figure the highest bidder therefor, and the said property being the following: Lots Numbers One and Two in original Block Number Twenty-One, North Beach Redivision of Holland Point, as recorded in the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 Folios 30 and 70.

AND the said ~~Attorney~~ ASSIGNEE further reports that he has received from said purchaser a deposit as required by the terms of said sale and

Filed 14 May, 1951.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

6

has also received the purchaser's agreement to comply with the terms of sale which ~~was~~ ARE set forth in the handbill ~~previously~~ TO BE filed in these presents.

WITNESS my hand and seal this 14th day of May, 1951.

Eugene M. Childs (SEAL)
Eugene M. Childs, ~~Attorney~~ ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of May, 1951, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, ~~Attorney~~ ASSIGNEE, and did make oath and say that the matters and things set forth in the foregoing Report of Sale are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

May F. Brennan
May F. Brennan Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

EUGENE M. CHILDS, Attorney
192 Duke of Gloucester Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED AT NORTH BEACH PARK,
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Aubrey W. Jones and Ida E. Jones, his wife, to the Farmers & Merchants Bank of Upper Marlboro, Maryland, a body corporate of the State of Maryland, dated the 25th day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 421, Folio 114, default having occurred thereunder, the undersigned, by virtue of an assignment of said mortgage for purposes of foreclosure, will sell at public auction

ON PREMISES

Saturday, May 12th, 1951

AT 3:00 O'CLOCK P. M.

All that lot of ground situate in the Eighth Election District of Anne Arundel County, Maryland, and described more particularly as Lots No. 1 and No. 2 in original block No. 21, North Beach redivision of Holland Point as recorded on the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, Folio 30 and 70 and further described as set on the West side of Walnut Avenue and fronting on the same for a distance of 183.84 feet.

BEING the same property which was conveyed unto the said Aubrey W. Jones and wife by deed from Nick Basiliko and wife dated October 4, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213, Folio 468.

This property is improved by a frame semi-bungalow having a screened-in porch, large fireplace, running water and electricity. There is a two-car garage on the premises. The property is located one block from Chesapeake Bay and is within easy walking distance of the nearest shopping centers.

Terms of Sale: A deposit of 10% of highest bid will be required of the purchaser on the date of the sale, balance to be paid in cash upon ratification of sale, with interest at six percent from day of sale to date of settlement; taxes, insurance, and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Assignee

Filed 28 May, 1951

(over)

7

IN THE MATTER OF THE MORTGAGED	)	IN THE CIRCUIT COURT
REAL ESTATE OF AUBREY W. JONES	)	FOR
AND IDA E. JONES, his wife	)	ANNE ARUNDEL COUNTY
	)	EQUITY NO. 10158

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I ~~(we)~~ have purchased at public auction from Eugene M. Childs, ~~Attorney~~ ASSIGNEE, the property described in the advertisement attached hereto for the sum of FIVE THOUSAND DOLLARS, and I (we) agree to comply with the terms of the sale as set forth therein.

AS WITNESS my ~~(our)~~ hand ~~(s)~~ and seal ~~(s)~~ this 12th day of May, 1951.

Eugene M. Childs Trustee (SEAL)
for Farmers & Merchants Bank

WITNESS:

Elizabeth B. Childs

_____ (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, ~~Attorney~~ ASSIGNEE, the property described in the advertisement attached hereto to The Farmers & Merchants Bank, at and for the sum of $5000.00, ~~he~~ (they) being at that price the highest bidder (s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 12th day of May, 1951.

George W. Scible (SEAL)
George W. Scible

Filed 29 May, 1951

(over)

8

EUGENE M. CHILDS, ATTORNEY
102 Duke of Glou[illegible]r Street
Annapolis, [illegible]

ASSIGNEE'S SALE
OF
VALUABLE FEE SIMPLE PROPERTY
LOCATED AT NORTH BEACH PARK,
ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Aubrey W. Jones and Ida E. Jones, his wife, to the Farmers & Merchants Bank of Upper Marlboro, Maryland, a body corporate of the State of Maryland, dated the 25th day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 421, folio 114, default having occurred thereunder, the undersigned, by virtue of an assignment of said mortgage for purpose of foreclosure, will sell at public auction before the Court House door in the City of Annapolis, Maryland on

FRIDAY, MARCH 23RD, 1951
AT 11:00 O'CLOCK, A. M.

All that lot of ground situate in the Eighth Election District of Anne Arundel County, Maryland, and described more particularly as Lots No. 1 and No. 2 in original block No. 21, North Beach redivision of Holland Point as recorded on the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2 Folio 30 and 70 and further described as set on the West side of Walnut Avenue and fronting on same for a distance of 183.84 feet.

Being the same property which was conveyed unto the said Aubrey W. Jones and wife, by deed from Nick Basiliko and wife dated October 4, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 213 Folio 408.

This property is improved by a frame semi-bungalow 22' x 30', a kitchen, dining room, living room and two bedrooms on the first floor, glassed in porch, large fireplace, running water and electricity. The house commands an unobstructed view of Herring Bay.

Terms of Sale: A deposit of $1000 will be required of the purchaser on the date of the sale, balance to be paid in cash upon ratification of sale, with interest at six percent from day of sale to date of settlement; taxes, insurance, and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Assignee.

GEORGE W. SCIBLE,
Auctioneer. m-21

No. E. C. .....

Filed 19 July, 1951.

LIBER 71 PAGE 402 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 18, 1951

We hereby certify, that the annexed

Assignee's Sale -

Aubrey W. Jones

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 23rd day of March, 1951. The first insertion being made the 28th day of February, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

9

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
~~XXXXXXXX~~
AUBREY W. JONES AND
IDA E. JONES, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,158 Equity

Ordered, this 14 day of May, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Eugene M. Childs, ~~Attorney~~, ASSIGNEE ~~Trustee~~ XX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of June next.

The report states that the amount of sales to be $ 5000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 14 May, 1951

10

TEST:

Cl[illegible]

(Final Order)

LIBER 71 PAGE 403

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF

~~Versus~~

AUBREY W. JONES AND
IDA E. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of June, 1951, that the sale made and reported by the ~~Trustee~~ Attorney, Assignee aforesaid, be and the same is finally 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~~ Attorney, Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Ulmbeadson
Judge

Filed 19 June, 1951.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 19, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq - 10,158

Aubrey W. Jones

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of June, 1951. The first insertion being made the 15th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. E. C. 1404

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,158 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF AUBREY W. JONES AND IDA E. JONES, his wife.

Ordered, this 14th day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of June next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-5

Filed 19 June, 1951.

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT FOR
REAL ESTATE OF AUBREY W. JONES	:	ANNE ARUNDEL COUNTY
AND IDA E. JONES, HIS WIFE	:	EQUITY NO. 10158

AMENDED
STATEMENT OF MORTGAGE CLAIM

Principal balance due as of May 12, 1951	$4,053.26
Interest at 6% to May 12, 1951	315.18
1950 Taxes paid by Mortgagee	162.86
1951 Taxes adjusted to May 12, 1951	39.15
First Advertisement of Sale	44.79
Second " " "	46.69
	4661.93

Filed 21 June, 1951.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of June, 1951, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Eugene M. Childs, Attorney for the Farmers & Merchants Bank of Upper Marlboro, Maryland, and did make oath in due form that the statement above of the mortgage claim of the said Bank was true to the best of his knowledge and belief, and that he was authorized to make this affidavit.

Witness my hand and seal Notarial.

May F. Brennan
May F. Brennan Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

13

In the Case of

In the Matter of the
Mortgaged Real Estate
of
xxx
Aubrey W. Jones
and
Ida E. Jones, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,158 Equity

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.

Filed 3 July, 1951.

July 3, 1951

All of which is respectfully submitted.

Laura K. Nickling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Aubrey W. Jones and Ida B. Jones, his wife in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	180	00	280	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	25		
Auditor - stating this account	9	00	39	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - first advertisement of sale	35	00		
Capital-Gazette Press - first handbills	9	79		
Capital-Gazette Press - second advertisement of sale	26	25		
Capital-Gazette Press - second handbills	12	44		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
May F. Brennan - notary fees	2	00	150	73
To Assignee for Taxes, viz:				
1950 State and County taxes	162	86		
1951 State and County taxes ($132.18-adj)	47	52	210	38
To Farmers & Merchants Bank of Upper Marlboro, Maryland, mortgagee - this balance on account mortgage claim	4,319	64	4,319	64
			5,000	00

Amount of mortgage claim, viz:

Balance due on principal	$ 4,053.26
Interest to 5/12/51	315.18
	$ 4,368.44
Cr. Amount allowed above	4,319 64
Balance subject to decree in personam	48.80

with Eugene M. Childs, Assignee Cr.

1951				
May	12	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

ORDER NISI LIBER 71 PAGE 408

In the Matter of the Mortgaged Real Estate of ~~[illegible]~~ Aubrey W. Jones and Ida B. Jones, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,158 Equity.

ORDERED, This 3 day of July, 19 51, 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 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 7 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of August, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~trustee~~ assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 9 Aug., 1951. Filed 3 July, 1951.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,158 Equity

In The Matter Of The Mortgaged Real Estate Of AUBREY W. JONES And IDA B. JONES, His Wife.

Ordered, this 3rd day of July, 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 7th 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 7th day of August next.

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

Filed 8 Aug., 1951.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1951

We hereby certify, that the annexed Order Nisi - Auditor's Account Eq. 10,158 Aubrey W. Jones

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 7th day of August, 1951. The first insertion being made the 6th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 3445

By DBMacey

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
AUBREY W. JONES AND IDA E. JONES, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 10158

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Eugene M. Childs, Assignee, of the mortgage filed in these presents, respectfully represents unto Your Honors -

1. That he conducted the foreclosure proceedings in the above entitled case as will more fully appear by reference to the papers herein filed.

2. That the sale was made by him as Assignee. However, in various of the papers filed herewith your petitioner was referred to as Attorney rather than Assignee.

TO THE END THEREFORE, may it please Your Honors to pass an Order in these presents to the effect that wherever your petitioner was referred to as Eugene M. Childs, Attorney, that the proceedings may be altered to read Eugene M. Childs, Assignee.

2. And that the said alterations may be made nunc pro tunc.

Eugene M. Childs
Eugene M. Childs, Assignee

ORDER

ORDERED this 12th day of July, 1951, by the Circuit Court for Anne Arundel County in Equity, that wherever by reference to the papers filed herewith the said Assignee was referred to as Eugene M. Childs, Attorney, when said reference should have been made to Eugene M. Childs, Assignee, the said proceedings shall be altered to read Eugene M. Childs, Assignee, and said alteration shall apply nunc pro tunc.

Ben Michaelson
Benjamin Michaelson, Judge

Filed 12 July, 1951.

Filed 12 July, 1951.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

17

MARVIN I. ANDERSON, Trustee, Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER, Eastport, Maryland	*	ANNE ARUNDEL COUNTY

* * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGESOF SAID COURT:

The Bill of Complaint of Marvin I. Anderson, Trustee, complaining unto your Honors, shows:

1. That on September 6, 1950 John H. Bolcer obtained a divorce "a vinculo matrimonii" from Katherine A. Bolcer in the Circuit Court for Anne Arundel County, said proceedings being known as #3751 Divorces; that by said decree the defendant; John H. Bolcer was directed to pay Marvin I. Anderson Committee of Katherine A. Bolcer, the sum of $45.00 per month as permanent alimony, and it was further adjudged that the defendant herein pay said Committee $300.00 as a fund for necessary funeral expenses, and it was further adjudged that the defendant herein pay Marvin I. Anderson $75.00 as counsel fee for services rendered therein; that none of these items or any part thereof have been paid.

2. That on the 27th day of December 1950, he was duly appointed in #10,105 Equity, by this Honorable Court, Trustee to take charge and manage all property real and personal belonging to Katherine A. Bolcer, and he has qualified by filing the stipulated bond; that by Order of this Honorable Court dated December 28, 1950, he was authorized to institute this case.

3. That by deed dated September 21, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 227 folio 120, conveyed to John H. Bolcer and Katherine A. Bolcer

Filed 23 Feb, 1951

as tenants by the entireties, a property known as 1100 Van Buren Street, Eastport, Anne Arundel County, Maryland, the original of said deed is filed in No. 10,105 Equity heretofore mentioned; that said property is improved by a dwelling now unoccupied.

4. That the said Katherine A. Bolcer or her estate is receiving no benefit or income from the property whatsoever and said real estate is not susceptible of an advantageous partition among the parties interested and cannot be divided among them without loss or injury; that a sale thereof is necessary and for the best interest and advantage of all the parties interested, in order that the proceeds thereof may be divided among said parties in interest, but non can be made without the aid and intervention of this Honorable Court.

To the end therefore;

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

2. That a Trustee may be appointed to convey the property to the purchaser or purchasers upon ratification of said sale.

3. That the alimony, funeral fund and counsel fees, set forth in paragraph #1, be allowed out of the defendants portion of the proceeds.

4. That your Orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your Orator the Writ of Subpeona directed to the said John H. Bolcer, Eastport, Anne Arundel County, Maryland, commanding him to be and appear in this Court on some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed herein.

Marvin L. Anderson
Solicitor for Complainant

Marvin L. Anderson
Complainant -- Trustee

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

I hereby certify that on this 23rd day of February, 1951,

before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, as herein recited, and made oath in due form of law that the matters and things herein stated are true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Myrtle O. Hurme
Notary Public

Service admitted this 23rd day of February, 1951.

Anna E. Rane
Attorney for defendant,
John H. Bolcer

MARVIN I. ANDERSON, Trustee, Annapolis, Maryland	:	No. 10,169 Equity
	:	IN THE
vs.	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
JOHN H. BOLCER, Eastport, Maryland	:	

:::::::

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes John H. Bolcer, by his attorney, Roscoe C. Rowe, and for answer to the Bill of Complaint respectively states.

1. That he admits the allegations contained in paragraph number one.

2. That he admits the allegations contained in paragraph number two.

3. That he admits the allegations contained in paragraph number three.

4. That subsequent to September 1950 the defendant has endeavored to sell the property mentioned in paragraph three of the Bill of Complaint and within the past week through a real estate agent has entered into an Agreement of Sale for the property in question. He therefore believes that the proposed sale will be advantageous in this matter.

To the end therefore;

1. That your defendant be permitted to consumate the sale in question without the appointment of a Trustee.

And as in duty bound.

Roscoe C. Rowe, Atty. Defendant

John H. Bolcer, Defendant

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 County aforesaid, personally appeared John H. Bolcer, Defendant, herein recited, and made oath in due form of law that the matters and things herein

Filed 9 Mar., 1951.

stated are true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Alice L. Wood
Notary Public

MARVIN I. ANDERSON, Trustee	*	NO. 10169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT FOR
JOHN H. BOLCER	*	ANNE ARUNDEL COUNTY

* * *

PETITION TO TAKE TESTIMONY
AND ORDER OF COURT THEREON

To the Honorable, the Judges of said Court:

The Petition of Marvin I. Anderson, Trustee, respectfully shows:

That the above case is at issue and it becomes necessary to take testimony in support of the allegations of the Bill.

Your Petitioner therefore, prays the Court to pass an Order giving leave to the parties to the above case to take testimony before one of the Examiners of this Court, and that Virginia Hall be appointed special stenographer for this purpose.

And as in duty bound, etc.

Marvin I. Anderson
Trustee

Filed 16 Mar., 1951.

MARVIN I. ANDERSON, Trustee, Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY
	*	

* * *

PETITION FOR LEAVE TO
AMEND BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson, Trustee complainant in the above case, respectfully shows:

1. That heretofore he filed the Bill of Complaint in this case and failed to make the present wife of the said John H. Bolcer a party defendant.

2. That it is desirable, if not necessary, to have the wife of John H. Bolcer made a party defendent.

Wherefore your petitioner prays leave to file and amend the Bill of Complaint naming Holly M. Bolcer, wife of John H. Bolcer, a defendant herein.

Marvin I. Anderson
Petitioner

ORDER OF COURT

Ordered this 19th day of March, 1951, by the Circuit Court of Anne Arundel County that leave be and the same is hereby granted to the plaintiff to file an amended Bill of Complaint.

Benjamin Michaelson
Judge

Filed 19 Mar., 1951.

Filed 19 Mar., 1951.

4

MARVIN I. ANDERSON, Trustee Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY
	*	

* * *

AMENDED BILL OF COMPLAINT

Filed 20 Mar, 1951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The amended Bill of Complaint of Marvin I. Anderson, Trustee, complaining unto your Honors, shows:

1. That on September 6, 1950 John H. Bolcer obtained a divorce " a vinculo matrimonii" from Katherine A. Bolcer in the Circuit Court for Anne Arundel County, said proceedings being known as #3751 Divorces; that by said decree the defendant; John H. Bolcer was directed to pay Marvin I. Anderson Committee of Katherine A. Bolcer, the sum of $45.00 per month as permanent alimony, and it was further adjudged that the defendant herein pay said Committee $300.00 as a fund for necessary funeral expenses, and it was further adjudged that the defendant herein pay Marvin I. Anderson $75.00 as counsel fee for services rendered therein; that none of these items or any part thereof have been paid.

2. That on September 9, 1950 the said John H. Bolcer was married to the defendant, Holly M. Bolcer.

3. That on the 27th day of December 1950, he was duly appointed in #10,105 Equity, by this Honorable Court, Trustee to take charge and manage all property real and personal belonging to Katherine A. Bolcer, and he has qualified by filing the stipulated bond; that by Order of this Honorable Court dated December 28, 1950, he was authorized to institute this case.

4. That by deed dated September 21, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 227

folio 120, conveyed to John H. Bolcer and Katherine A. Bolcer as tenants by the entireties, a property known as 1100 Van Buren Street, Eastport, Anne Arundel County, Maryland, the original of said deed is filed in No. 10,105 Equity heretofore mentioned; that said property is improved by a dwelling now unoccupied.

5. That the said Katherine A. Bolcer or her estate is receiving no benefit or income from the property whatsoever and said real estate is not susceptible of an advantageous partition among the parties interested and cannot be divided among them without loss or injury; that a sale thereof is necessary and for the best interest and advantage of all the parties interested, in order that the proceeds thereof may be divided among said parties in interest, but none can be made without the aid and intervention of this Honorable Court:

To the end therefore;

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

2. That a Trustee may be appointed to convey the property to the purchaser or purchasers upon ratification of said sale.

3. That the alimony, funeral fund and counsel fees, set forth in paragraph #1, be allowed out of the defendants portion of the proceeds.

4. That your Orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your Orator the Writ of Subpeona directed to the said John H. Bolcer, Eastport, Anne Arundel County, Maryland, commanding him to be and appear in this Court on some certain day to be named therein and to answer the premises and abide by and perform such decree as may be passed herein.

Mason T. Anderson
Complainant--Trustee

Mason T. Anderson
Solicitor for Complainant

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

I hereby certify that on this 19 day of March, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, as herein recited, and made oath in due form of law that the matters and things herein stated are true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Myrtle Storm
Notary Public

Service admitted this 19 day of March, 1951.

Roscoe C. Rowe
Attorney for defendant,
John H. Bolcer

MARVIN I. ANDERSON, Trustee Annapolis, Maryland	*	NO. 10169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY
	*	

* * *

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John H. Bolcer and Holly M. Bolcer, his wife, by Roscoe C. Rowe, their Solicitor, to the Amended Bill of Complaint filed in this case, respectively shows.

1. That they admit the allegations of paragraphs One, Two, Three, Four and Five of said Amended Bill of Complaint and consent to the passage of such a decree as the Court may deem just and equitable.

And as in duty bound.

Roscoe C. Rowe
Solicitor for defendants

John H. Bolcer
John H. Bolcer.

Holly M. Bolcer
Holly M. Bolcer. Defendants

Filed 24 Apr., 1951

MARVIN I. ANDERSON, TRUSTEE,	:	IN
VS.	:	THE CIRCUIT COURT
JOHN H. BOLCER AND HOLLY M.	:	FOR
BOLCER, HIS WIFE	:	ANNE ARUNDEL COUNTY
	:	No. 10,169 Equity

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

TESTIMONY ON BEHALF OF THE

PLAINTIFF

May 2, 1951

Filed 4 May, 1951

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiff.

Mr. Roscoe C. Rowe, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Marvin I. Anderson, page 2

Cross-Examination Waived.

Equity Rule 41 Waived.

7

Marvin I. Anderson, a witness of lawful age, being first duly sworn, deposes and says:

I hereby offer in evidence the case of John H. Bolcer vs. Katherine A. Bolcer, No. 3751 Divorces, marked Examiner's Ex. A.

I hereby offer in evidence the case of No. 10,105 Equity, "In the Matter of Katherine A. Bolcer, Incompetent", marked Examiner's Ex. B.

I am the trustee appointed by the Court in case No. 10,169 Equity, "Marvin I. Anderson, Trustee, vs. John H. Bolcer and Holly M. Bolcer, his wife", and no funds have been paid to me under the decree in the divorce case offered in evidence as Examiner's Ex. A; that the deed to the property which is the subject of this case is filed as an exhibit in 10,105 Equity, before mentioned, and consists of a property known as 1100 Van Buren Street, Eastport; the property was appraised by Mr. Wilbur T. Shawn at $7000.00 and by Mrs. Annie Laurie Wiegard at $7000.00.

I hereby offer in evidence the two appraisals referred to, marked Examiner's Ex. C and D respectively.

I have also examined the property personally and it consists of a house and lot, 70 or 75 feet by 85 feet approximately, and is what is known as a Cape Cod cottage, consisting of four rooms, bath, with an expansion attic, frame construction. The property is not susceptible of a partition because of the size of the lot and the house would not permit of a partition and a sale is necessary in my opinion and to the best interests of the parties concerned, in order that the proceeds may be divided between them, after payment of proper charges, provided in the Court's decree for divorce. The incompetent is still confined, none of her expenses have been paid, and Mr. Bolcer is remarried and his present wife, Holly M. Bolcer, is one of the defendants in this case.

(Mr. Strahorn)

To the general question under the rule the witness answers, "No".

Marvin I. Anderson

Marvin I. Anderson

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

Witness my hand and seal this 4th day of May, 1951.

Jno. S. Graham (SEAL)
Examiner

J.S.S. $8.00
K.H.McC. $5.00

January , 1951

We the undersigned, licensed real estate brokers, do hereby certify that we are actively engaged in the real estate business in Anne Arundel County and are familiar with the value of real estate in and around Eastport and further we are familiar with the property known as #1100 Van Buren Street, Colony Hills, Eastport owned by John H. Bolcer and wife and in our opinion the fair market value of said property does not exceed Seven thousand ($7,000.00) dollars.

Filed 4 May, 1951.

Wilbur P. Sharon

Witness:

J P Sterling

Examiner's Ex C
10,169 Eq.
5/2/51

January , 1951

We the undersigned, licensed real estate brokers, do hereby certify that we are actively engaged in the real estate business in Anne Arundel County and are familiar with the value of real estate in and around Eastport and further we are familiar with the property known as #1100 Van Buren Street, Colony Hills, Eastport owned by John H. Bolcer and wife and in our opinion the fair market value of said property does not exceed Seven thousand ($7,000.00) dollars.

Annie Laurie Weigard

Witness:

Virginia L. Olney

Filed 4 May, 1951.

Examiner's Ex D
10,169 Eq.
1/2/51

9

MARVIN I. ANDERSON, Trustee Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY
	*	

* * *

This cause standing ready for hearing and being submitted, the Bill, Answers, and all the other proceedings were by the Court read, and considered.

It is thereupon this 7th day of May, 1951, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that there is due from John H. Bolcer to Marvin I. Anderson, Trustee of the Estate of Katherine A. Bolcer, under the decree of this Court in #3751 Divorces, the sum of Forty five ($45.00) dollars per month alimony accounting from September 6, 1950; that there is further due under said decree by John H. Bolcer, the defendant, the sum of Three hundred ($300.00) dollars for funeral expenses and the sum of Seventy five ($75.00) dollars counsel fee for services rendered therein.

It is further adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, that Marvin I. Anderson and Roscoe C. Rowe be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings to be as follows:

One-third of the purchase money to be paid in cash on the day of the sale, balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale at six (6%) per cent, and to be secured to the satisfaction of the Trustees; and if not sold at public sale on the day so advertised,

Filed 7 May, 1951

10

having first given at least three weeks previous notice, inserted in some newspaper published in Anne Arundel County or such other notice as they may think proper; of the time, place, manner and terms of sale, which terms shall be as follows:

One-third of the purchase money to be paid in cash on the day of the sale, balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale at six (6%) per cent, and to be secured to the satisfaction of the Trustees; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale at either public or private sale to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them, sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale, or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorney's fees and commissions to the said Trustees as the Court shall think proper to allow inconsideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust and the amounts herein before found to be due the said Katherine A. Bolcer, or her Trustee.

Benjamin Richardson
JUDGE

No. 10,169 Equity

Filed 16 May, 1951.

KNOW ALL MEN BY THESE PRESENTS, That we, Marvin I. Anderson and Roscoe C. Rowe, of Annapolis, Anne Arundel County, Maryland and The National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand ($7000.00) Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals this 15th day of May in the year Nineteen hundred and fifty one.

WHEREAS, the above bounden Marvin I. Anderson and Roscoe C. Rowe were appointed Trustees by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County dated the 12th day of May in the year Nineteen hundred and fifty one, mentioned in the proceedings in the case of Marvin I. Anderson, Trustee versus John H. Bolcer and Holly M. Bolcer, his wife, known as No. 10,169 Equity, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Roscoe C. Rowe 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 & delivered
in the presence of

Virginia C. Hall

Marvin I. Anderson (SEAL)

Roscoe C. Rowe (SEAL)

(SEAL)

NATIONAL SURETY CORPORATION
BY: Marvin I. Anderson
Attorney-in-fact

approved this 16 May, 1951
John H. Hopkins, Cir. Clerk

12

 Bolcer- Mac Rae

Purchase Price			$5500.00
Interest			50.00
Refund 1951 State & Co. taxes 6 months			12.83
			$5562.83
Less:			
Federal Stamps	6.05		
State stamps	6.05		
1/2	$12.10	6.05	
Water rent - July Aug. & Sept.		6.51	12.56
			5550.27
By Checks			5550.00
balance due			$ .27
Notary Public fee			.75
			$1.02

1951 City taxes due by Mr. MacRae
July 1, 1951 to
July 1, 1952 $43.75

13

MARVIN I. ANDERSON, TRUSTEE

versus

JOHN H. BOLCER and
HOLLY M. BOLCER, his wife

NO. 10,169 EQUITY

IN

THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

* * * * * * * * *

PETITION FOR ALLOWANCE OF MORTGAGE CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of The Annapolis Banking and Trust Company, a body corporate, respectfully shows:

1. That it is the holder of a mortgage from A. E. Landvoight, Incorporated, dated June 26, 1940, recorded among the land records of Anne Arundel County in Liber J. H. H. No. 218, folio 323, covering the property mentioned and described in these proceedings, on which there is due a balance of $741.37 with daily interest at the rate of .103 from June 25, 1951, attached herewith marked Exhibit A.

2. That John H. Bolcer and Katherine Bolcer purchased the said property subject to the said mortgage, as will be seen by reference to their deed filed in these proceedings.

3. That the said mortgage is a first lien on the said property for the balance herein set forth, and your petitioner is advised that there will be sufficient funds in the hands of the trustees with which to pay the said mortgage indebtedness.

Your petitioner therefore prays your honors to pass an order therein directing the auditor in stating his account in this case to allow the claim of the petitioner herein.

And, as in duty bound, etc.

THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate

by George W. Wilmowsky
Vice-President

William W. Trimble Jr.
Solicitor for Petitioner

Filed 25 June, 1951.

14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GEORGE W. VELENOVSKY, vice-president of THE ANNAPOLIS BANKING AND TRUST COMPANY, a body corporate, and made oath in due form of law that the matters and facts stated in the within petition are true and correct.

AS WITNESS my hand and seal notarial.

EDITH C. WOLFANGLE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Edith C. Wolfangle
Notary Public
My commission expires May 4, 1953

O R D E R

Upon the aforegoing petition, it is this 26th day of June, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the auditor of the Court be and he is hereby directed in stating his account in this cause to allow the claim of The Annapolis Banking and Trust Company, a body corporate, according to its legal priority, subject to proper exceptions.

Benjamin Nicholson
JUDGE

Filed 26 June, 1951.

FHA Form No. 7
(For use under Title
(Class 3 loans)

MORTGAGE

THIS MORTGAGE, Made this 26th day of June, A. D. 19 40, by and between A. E. LANDVOIGT, INC., a Maryland corporation

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING & TRUST COMPANY

a corporation organized and existing under the laws of the State of , hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($xxxxxxxxxxxx) x the due execution of this mortgage having been a condition precedent to the granting of said advance, it x 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 Two Thousand and Five Hundred Dollars ($ 2,500.00), 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 Annapolis Banking & Trust Company, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Nineteen Dollars and Thirteen Cents ~~Dollars~~ ($ 19.13), commencing on ~~the first day of~~ June 29th, 19 40, 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~~ May 29th, 19 55. 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 without premium or penalty on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the date any such additional payment is made.

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:

16—11799

BEGINNING for the same at an iron pipe set at the Northwesterly corner formed by the intersection of President Street and Van Buren Street, and running thence from said point of beginning, and with the Northerly side of said Van Buren Street, North 75 degrees, 18 minutes West 85 feet to a point on the divisional line between lots numbers 1 and 8; running thence from said last mentioned point and along said divisional line North 14 degrees, 42 minutes East 70 feet to a point, said last mentioned point marking the divisional line between lots numbers 1 and 2; thence along said last mentioned divisional line South 75 degrees, 18 minutes East 85 feet to a point on the Westerly side of President Street; thence along the said side of President Street South 14 degrees, 42 minutes West 70 feet to the place of beginning. Containing 5,950 sq uare feet of land. Being lot No. 1 in Block #1 as shown on a plat prepared by Clarence F. Shelly and Company Surveyors and Civil Engineers and entitled, "COLONY HILLS-PLAT NO. 1."

BEING a part of the property which was conveyed to the Mortgagor herein by Annapolis Acres, Inc., by deed dated February 13, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #210, folio #408.

EXHIBIT "A"

Filed 25 June, 1951

Together with all rents and other revenues thereof and all tenements, hereditaments and appurtenances thereunto belonging and all buildings and improvements thereon and all plumbing, heating and lighting fixtures and equipment now or hereafter installed by Mortgagor and all of the property hereinbefore mentioned is hereinafter referred to as "mortgaged property";

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, Mortgagee will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage at the expense of the Mortgagor, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee; 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. Mortgagor will repay to Mortgagee, immediately and without demand, all funds hereafter advanced by Mortgagee pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon from date of advance until repaid, at the rate of Four and one-half per centum (%) per annum, and will pay promptly when due and payable all indebtedness evidenced by the mortgage debt secured hereby.

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

(*a*) If this mortgage and the mortgage debt secured hereby are reported for insurance under the provisions of Title I of the National Housing Act, one-twelfth (1/12) of one-half of one per centum (1/2%) of the original principal amount of the said mortgage debt for the purpose of putting the Mortgagee in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title I 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 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*) A sum equal to one-twelfth (1/12) of one-half of one per centum (1/2%) of the amount of principal then remaining unpaid under the mortgage debt as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this mortgage and the said mortgage debt secured hereby.

(*d*) All payments mentioned in the three preceding subsections of this paragraph and all payments to be made under the mortgage debt secured hereby 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) Insurance charges due the Federal Housing Administrator;
(II) Service charge as set forth in subsection (*c*) above;
(III) Ground rents, taxes, special assessments, fire and other hazard insurance premiums;
(IV) Interest on the mortgage debt secured hereby; and
(V) Amortization of the principal of said debt.

Any deficiency in the amount of any 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 Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total payments made by the Mortgagor under (*b*) of paragraph 2 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 2 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums, as the case may be, 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 represented thereby, 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 (*b*) of paragraph 2 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 commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt.

4. Mortgagor will pay, when due and payable, all taxes, assessments and other governmental charges, fines or impositions, 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 Mortgagor, the Mortgagee may pay the same and Mortgagor hereby waives any irregularities or defects in the levy or assessment and agrees that a receipt by the proper officer shall be conclusive evidence both as to the amount and validity of taxes or other governmental charges paid by Mortgagee.

5. Mortgagor 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 Mortgagee, and will pay promptly, when due, any premiums on such insurance for payment of which provision has not been made hereinbefore. All insurance shall be carried in companies approved by Mortgagee and the policies and renewals thereof shall be held by 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 Mortgagee, and Mortgagee 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 Mortgagee instead of to Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by 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. Mortgagor will permit Mortgagee, its agents or representatives, to inspect the mortgaged property at any time; will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations and all covenants, conditions and restrictions of any kind, affecting said property or its use; will not alter, destroy or remove any of the buildings, improvements, fixtures or other property covered by this mortgage, or permit the same to be altered, destroyed, removed or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Mortgagee; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or material men to attach to mortgaged property.

7. All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Mortgagee, who may apply the same to the indebtedness secured hereby in such manner as it may elect.

8. Every right and remedy provided in this mortgage shall be cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

9. 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.

10. 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.

11. 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 (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 William J. McWilliams, 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.

Mortgagor hereby waives, to the extent permitted by law, the benefits of all valuation, appraisement, dower, homestead, exemption, stay, redemption and moratorium laws of the State of Maryland, now in force or which may hereafter become laws.

The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs hereof shall not render any other provisions, clauses, sentences and/or paragraphs herein contained unenforceable or invalid.

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: Attest:

(SEAL)

R. K. Gad, Jr. Secretary.

A. E. LANDVOIGT, INC. [SEAL]

By: [SEAL]

A. E. Landvoigt, President

[SEAL]

[SEAL]

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit:

I HEREBY CERTIFY, That on this 26 day of June, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared A. E. LANDVOIGT, President of A. E. Landvoigt, Inc. the above named Mortgagors, and he acknowledged the foregoing mortgage to be the act of said body corporate, and at the same time he also made oath that he is the agent of said body corporate and is duly authorized to make this acknowledgment.

At the same time also personally appeared WILLIAM J. McWILLIAMS, the Attorney 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.

Elisabeth S. Ridgely

Elisabeth S. Ridgely Notary Public.

STATE OF MARYLAND

Loan No.

County Mortgage

A. E. LANDVOIGT, INC.

TO

THE ANNAPOLIS BANKING & TRUST COMPANY

Received for Record , 19 ,

at o'clock M.

Same day recorded in Liber No.

Folio , etc., one of the Mortgage Records of County and examiner per

Cost of Records, $, Clerk.

Lot

Received for Record 12 day of July 1940, at 12 o'clock M. Same day recorded in Liber No. 218, Fol. 323, Land Records of Anne Arundel County.

John H. Hopkins Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—11799

TRUSTEES' SALE

of

VALUABLE RESIDENTIAL PROPERTY

1100 Van Buren Street
Colony Hills, Eastport

Sixth District

Anne Arundel County, Maryland

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the 12th day of May, 1951 and passed in a cause therein pending wherein Marvin I. Anderson, Trustee, is plaintiff and John H. Bolcer and Holly M. Bolcer, his wife, are defendants, being No. 10,169 Equity, we, the undersigned Trustees, will sell the real estate in said proceedings mentioned at public auction at the Court House Door, in Annapolis, Md. on

TUESDAY, JUNE 19, 1951
at 11 o'clock a. m.

Filed 9 July, 1951

All that lot of ground located at the northwest corner of President Street and Van Buren Street, said lot having a frontage on Van Buren Street of 85 feet and 70 feet on President Street and being the same property which was conveyed by A. E. Landvoight, Incorporated to John H. Bolcer and wife by deed dated September 9, 1940 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 227, folio 120.

This property is conveniently located and is improved by a four room frame dwelling, with bath and unfinished attic and porch.

TERMS OF SALE: A deposit of $500.00 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 the undersigned.

MARVIN I. ANDERSON
20 West Street, Annapolis, Md.

George W. Scible, Auctioneer

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

16

EXHIBIT "A"

June 19, 1951

I HEREBY CERTIFY that I have this day sold the within described property to John H. Bolen Jr. for the sum of Fifty five hundred dollars.

Auctioneer

Filed 9 July, 1951

June 19, 1951

I/We hereby certify that I/we have purchased the within described property for the sum of Fifty five hundred dollars and agree to comply with the terms of sale.

WITNESS:

John H Bolen Jr. (SEAL)

(SEAL)

MARVIN I. ANDERSON, TRUSTEE Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN
versus	*	THE CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson and Roscoe C. Rowe, trustees appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree and after giving notice of the time, place, manner, and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills posted at the Court House door in the City of Annapolis, Maryland, and on the property, and circulated in said Anne Arundel County, the 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 on Tuesday, June 19, 1951, at eleven o'clock a. m., the time and place so advertised, and then and there proceeded to sell the said real estate as follows, to wit:

All that lot of ground located at the northwest corner of President Street and Van Buren Street, said lot having a frontage on Van Buren Street of 85 feet and 70 feet on President Street, and being the same property which was conveyed by A. E. Landvoight, Incorporated, to John H. Bolcer and wife by deed dated September 9, 1940, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 227, folio 120.

That after the sale had been cried for some time, your trustees received a bid of fifty-five hundred ($5,500.00) dollars from John H. Bolcer, Jr., he being the highest bidder for the said property.

Filed 9 July, 1951

Your trustees, therefore, now report to the Court the sale of the said property as aforesaid at a total of fifty-five hundred ($5,500.00) dollars, of which amount they have received on account the sum of five hundred ($500.00) dollars.

And your trustees file herewith the auctioneer's certificate and the purchaser's agreement, marked "Exhibit 'A'" with the report of sale.

The price obtained for the property is a fair and reasonable one, and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson
Roscoe C. Rowe
TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of July, in the year 1951, Before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Marvin I. Anderson and Roscoe C. Rowe, trustees, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that the said sale was fairly made.

AS WITNESS my hand and seal Notarial.

Mildred F. Bean
Mildred F. Bean Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ORDER NISI

MARVIN I. ANDERSON, TRUSTEE

versus

JOHN H. BOLCER and
HOLLY M. BOLCER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,169 Equity

Filed 9 July, 1951

Ordered, this 9 day of July, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson and Roscoe C. Rowe, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of August next.

The report states that the amount of sales to be $ 5,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,169 Equity
MARVIN I. ANDERSON, TRUSTEE
Vs.
JOHN H. BOLCER and HOLLY M. BOLCER, his wife.

Ordered, this 9th day of July, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson and Roscoe C. Rowe, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of August next.

The report states that the amount of sales to be $5,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-2

Filed 1 Sept., 1951

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 13, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity 10,169 John H. Bolcer

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of August, 1951. The first insertion being made the 12th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 3981

By D B Macey

20

(Final Order)

LIBER 71 PAGE 441

MARVIN I. ANDERSON, TRUSTEE

versus

JOHN H. BOLCER and
HOLLY M. BOLCER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 1 Sept. 1951

ORDERED BY THE COURT, This 1st day of September, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

21

Marvin I. Anderson, Trustee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
John Bolcer and Holly M. Bolcer, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,169

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

Petition to Substitute Purchasers

To The Honorable, the Judge of said Court:

The petition of John H. Bolcer, Jr., purchaser of the property herein reported and sold in these proceedings, and Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, represents:

1. That on June 19th, 1951, he bid on and was the highest bidder for the property sold in these proceedings by Marvin I. Anderson and Roscoe C. Rowe, Trustees, under authority of a decree passed in these proceedings, and that his bid of Fifty-Five Hundred ($5,500.00) Dollars, was the highest bid therefor, and that he paid in accordance with the terms of the sale the sum of Five Hundred ($500.00) Dollars to the Trustee, as aforesaid.

2. That the said sale has been duly reported to, and not ratified by this Court as by the said report and proceedings thereon, now remaining in this Court, and appear. That your petitioner, John H. Bolcer, Jr. because of his employment out of the State and because of other inconveniences is unable to complete the purchase of this property and has assigned all his right, title and interest to and unto Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, who are ready, willing and able to appear and become substitute purchasers of the property sold, in furtherance of the decree and terms of sale under which this property was sold.

Wherefore your Petitioner prays:

1. That Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, be reported as substitute purchasers of the property sold in these proceedings and that the Trustee be, and they are hereby authorized and directed to convey the real estate herein reported and sold to and unto Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, upon compliance of the decree and terms of sale of these proceedings.

Robert Bruce Mac Rae
Robert Bruce Mac Rae

John H. Bolcer, Jr.
John H. Bolcer, Jr.

Mary Elizabeth Mac Rae
Mary Elizabeth Mac Rae

Filed 28 Aug., 1951.

NOTARY PUBLIC
My Commission Expires April 8, 1953
R. LEE KASS
41ST & CHESTER AVE.

22

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, TO WIT:

I hereby certify, that on this 18 day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John H. Bolcer, Jr., and made oath in due form of law, that the matters and facts in the aforegoing petition is true to the best of his knowledge and belief.

R. Lee Kass
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18 day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, and made oath in due form of law, that the matters and facts in the aforegoing petition are true to the best of their knowledge.

R. Lee Kass
Notary Public

NOTARY PUBLIC
My Commission Expires April 8, 1953
R. LEE KASS
41ST & CHESTER AVE
PHILADELPHIA

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, and made oath in due form of law, that the matters and facts in the aforegoing petition are true to the best of their knowledge.

Mildred F. Bean
Mildred F. Bean Notary Public

Filed 28 Aug., 1951.

CONSENT

The Trustees consent to the passage of a decree in accordance with the relief above prayed.

Roscoe C. Rowe, Trustee

Marvin I. Anderson, Trustee

Marvin I. Anderson, Trustee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
John Bolcer and Holly M. Bolcer, his wife	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,169

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

Filed 31 Aug., 1951.

ORDER OF COURT

On the aforegoing Petition, as ordered this 31st day of August, 1951, by the Circuit Court for Anne Arundel County, Maryland, that Robert Bruce Mac Rae and Mary Elizabeth Mac Rae, his wife, be substituted purchasers for the property mentioned and sold in these proceedings, in lieu of John H. Bolcer, Jr., upon payment to the Trustees of the purchase money mentioned and sold by the said Trustees, with interest, in a manner directed by the original decree.

Benjamin Michaelson
Judge

MARVIN I. ANDERSON, TRUSTEE	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT FOR
JOHN H. BOLCER, et al.	*	ANNE ARUNDEL COUNTY

* * *

PETITION FOR ALLOWANCE OF COUNSEL FEE
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson respectfully shows:

1. That he is not only one of the trustees and plaintiff in the above case but that he has rendered considerable legal services in connection with the proceedings in this case.

2. That he prepared the Bill of Complaint, appeared at the taking of testimony, prepared the advertisement of sale, report of sale and rendered other legal services usual in partition cases.

3. That in addition to the above mentioned services it was necessary for him to examine title to the property so as to determine the status of liens and other matters pertaining thereto.

4. That the property sold for $5500.00.

5. That in view of the services rendered by your petitioner, all of which has inured to the benefit of the parties to the case, he feels that he is entitled to a reasonable fee and, therefore, requests your Honors to pass an order authorizing the payment of same.

AND AS IN DUTY BOUND, ETC.

Marvin I. Anderson
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 $350.00

Filed 13 Sept. 70

24

would be a fair and reasonable fee to be allowed Marvin I. Anderson for services rendered.

C. Osborne Duvall

Edward G. Davey

John H. Hopkins III

ORDER OF COURT

Upon the aforegoing petition of Marvin I. Anderson and the certificate of the members of the Bar of Anne Arundel County, it is thereupon this 13th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity ordered that Marvin I. Anderson, solicitor for the complainant in the above-entitled cause, be allowed the sum of $ 275.00 as a fee for services rendered, subject to proper exceptions.

Benjamin Michaelson
Judge

Filed 13 Sept., 1951.

I hereby certify that I mailed a copy of the foregoing petition and order to Roscoe C. Rowe, solicitor for defendants, Annapolis, Maryland, this 12th day of September, 1951.

Marvin I. Anderson
Solicitor for Complainant

MARVIN I. ANDERSON, TRUSTEE Roscoe C. Rowe, Trustee	*	NO. 10,169 EQUITY
	*	IN THE
vs	*	CIRCUIT COURT FOR
JOHN H. BOLCER, et al.	*	ANNE ARUNDEL COUNTY

* * *

PETITION FOR ALLOWANCE OF COUNSEL FEE
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Roscoe C. Rowe respectfully shows:

1. That he is not only one of the Trustees and defendant's Counsel in the above case but that he has rendered considerable legal services in connection with the proceedings in this case.

2. That he appeared at the taking of testimony, assisted plaintiff's Counsel in the advertisement of sale, etc. and rendered other legal services usual in partition cases.

3. That the property was sold for $5,500.00.

4. That in view of the services rendered by your petitioner, all of which has inured to the benefit of the parties to the case, he feels that he is entitled to a reasonable fee and, therefore, requests your Honors to pass an order authorizing the payment of same.

AND AS IN DUTY BOUND, ETC.

Roscoe C. Rowe Petitioner.

Filed 21 Sept., 1951

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 $ 200.00 would be a fair and reasonable

25

fee to be allowed Roscoe C. Rowe for services rendered.

William W. Townshend

William W. Townshend

John Demyan, Jr

John Demyan, Jr

In the Case of

Marvin I. Anderson,
Trustee
vs.
John H. Bolcer
and
Holly M. Bolcer, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,169 Equity

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.

Filed 3 Oct., 1951.

September 29, 1951

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

26

To Trustees for Commissions, viz;		196	50	196	50
To Trustees for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Defendants' Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		41	75		
Jos. W. Alton - Sheriff's costs		1	45		
John S. Strahorn - Examiner's fee		8	00		
Katharine H. McCutchan - stenographer's fee		5	00		
Auditor - stating this account		18	00	94	20
To Trustees for Expenses, viz:					
Capital-Gazette Press - advertising sale		20	64		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
Barrett Printing Co. - handbills		9	69		
National Surety Corporation -bond premium		28	00		
George W. Scible - auctioneer's fee		25	00		
One-half Federal revenue stamps		3	03		
One-half State revenue stamps		3	02		
Myrtle Sturm - notary fees		1	00		
Mildred F. Bean - notary fees			75		
Martin I. Anderson - fee for legal services (Order of 9/13/51)		275	00	380	13
To Trustees for Benefit Charges, viz:					
Annapolis Water Co. - water rent for July, August and September, 1951		6	51	6	51
To Trustees for Claims filed, viz:					
Annapolis Banking & Trust Company - in full for mortgage claim:					
Principal	$741.37				
Interest from 6/25/51 to 10/25/51 @ .103 per diem	12.57				
Recording release	1.00	754	94	754	94
BALANCE FOR DISTRIBUTION	$ 4,130.55				
Distributed as follows:					
To John H. Bolcer -one-half	$ 2,065.28				
LESS:					
Amount due Marvin I. Anderson, Committee of Katharine A. Bolcer, under Decree of 9/6/50 in #3751 Divorces, being $45.00 per month for 12 months		540	00		
Amount due Marvin I. Anderson, Committee of Katharine A. Bolcer, etc, as fund for funeral expenses, as provided in said decree		300	00		
Amount due Marvin I. Anderson as fee for legal services rendered in #3751 Divorces, as provided in said decree		75	00		
To John H. Bolcer - this balance		1,150	28	2,065	28
To Marvin I. Anderson, Trustee of Katharine A. Bolcer (Equity #10,105) - one-half		2,065	27	2,065	27
				5,562	83

with Marvin I. Anderson and Roscoe C. Rowe, Trustees Cr.

1951				
June	19	Proceeds of Sale	5,500 00	
		Interest on deferred payment	50 00	5,550 00
		Refund 1951 State and County taxes 6 mos. 11 days	12 83	12 83
				5,562 83

ORDER NISI

LIBER 71 PAGE 452

Marvin I. Anderson,
Trustee
VERSUS
John H. Bolcer
and
Holly M. Bolcer, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,169 Equity.

ORDERED, This 3 day of October, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause, 27

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5 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 5 day of November next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of November, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received. 29

Benjamin Machado
A.J.

Filed Nov. 13 1951 Filed 3 Oct., 1951.

OFFICE C

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 10, 1951

We hereby certify, that the annexed Order Nisi Equity No. 10,169 John H. Bolcer Auditor's Account

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 November, 1951. The first insertion being made the 4th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Falls 28

No. MG.....

Real Estate

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 10,169 Equity
MARVIN I. ANDERSON, Trustee
Vs.
JOHN H. BOLCER and HOLLY M. BOLCER, his wife.

Ordered, this 3rd day of October, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cuase BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 5th 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 5th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

True copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
o-81

Filed Nov. 13 1951

In the Matter of the Sale of	*	IN THE CIRCUIT COURT
the Mortgaged Real Estate of	*	FOR ANNE ARUNDEL COUNTY
Hazel R. Stifler and Harry D.	*	Equity No. 10,200
Stifler, her husband.	*	

* * * * * * * * * * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Irving H. Mezger
Attorney named in Mortgage

Filed 7 Apr., 1951

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

No Stamps

1427 mel or.

LIBER 71 PAGE 454

mdSt $3.70

No. 10,200 Equity

THIS MORTGAGE, Made this 10th day of February , in the year one thousand nine hundred and forty-seven, between Hazel R. Stifler and Harry D. Stifler, her husband - - - - - -, of the County of Anne Arundel - , in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-seven Hundred and Fifty ($3750.00) - Dollars; ~~including part of the purchase price of the land hereinafter described property~~ the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty-one Dollars and Sixty-three Cents ($41.63) - - - commencing on the first - - - day of March - -,1947, and on the first day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

Filed 7 Apr., 1951

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those three lots of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid - - - - - - - - - - - - - , and described as follows:

BEGINNING for the first thereof at an iron pipe situated at the intersection of the west side of a Thirty (30) foot road bounding the Craig Baugus property on the east and the end of the third line of the said Craig Baugus property described in a deed dated March 4th, 1939, from M. J. Swift & Company, Incorporated, to Craig V. Baugus and recorded on or about March 21st, 1939, in the Land Records of Anne Arundel County; and running thence binding on the western outline of said Thirty (30) foot road north One (10) degree Thirty-two (32) minutes west Seventy (70) feet; thence north Thirty-one (31) degrees Twelve (12) minutes west One hundred and Sixty-four (164) feet; thence north Fifteen (15) degrees Two (2) minutes east Eighty-six (86) feet; thence north Twenty-seven (27) degrees Forty-eight (48) minutes east One hundred and sixty-four and five-tenths (164.5) feet; thence

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

north Nineteen (19) degrees Fifty-five (55) minutes east One hundred and sixty (160) feet; thence north One (1) degree Five (5) minutes west One hundred and twelve (112) feet to the southern outline of a proposed Thirty (30) foot road; thence south Fifty-nine (59) degrees Twenty-eight (28) minutes west Seven hundred and fourteen (714) feet; thence south Forty-five (45) degrees Two (2) minutes east Three hundred and twenty (320) feet to intersect the second or north Seventeen (17) degrees Thirty-two (32) minutes east Four hundred and twenty-four and six-tenths (424.6) foot line of the aforementioned Craig Baugus property; thence running with and bounding on the said second line of the said Craig Baugus property north Seventeen (17) degrees Thirty-two (32) minutes east One hundred and eighty-two and five-tenths (182.5) feet to the beginning of the aforementioned third line of the said Craig Baugus property; thence running with and bounding on the said third line of said Craig Baugus property south Forty-five (45) degrees Two (2) minutes east Four hundred (400) feet, more or less, to the place of beginning. Conteining Four (4) acres of land, more or less, according to survey made by Keller & Keller, Civil Engineers and Surveyors, on or about April 12th, 1941.

BEGINNING for the second thereof at the southwest corner of Craig V. Baugus's land (See deed of first conveyance of Four and one one-hundredths (4.01) acres of land, dated March 4th, 1939, from M. J. Swift & Co., Inc., to Craig V. Baugus and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 197, folio 186); thence north Forty-four (44) degrees Thirty (30) minutes west Four hundred and ninety-one and four-tenths (491.4) feet to the side of a proposed Thirty-(30) foot road, at present known as Bussenius proposed roadway, said proposed Thirty (30) foot roadway to be used in common with others thereto; thence binding on the side of said Bussenius proposed roadway the following two courses and distances: north Seventy-two (72) degrees Twenty-eight (28) minutes east Thirty-two and one-tenths (32.1) feet to a pipe; thence north Fifty-nine (59) degrees Twenty-eight (28) minutes east One hundred and ninety-one and seven-tenths (191.7) feet to the corner of E. Sharkey, et al, land, thence bounding E. Sharkey, et al, land south Forty-five (45) degrees Two (2) minutes east Three hundred and twenty (320) feet to the land first conveyed to Craig Baugus on March 4th, 1939, thence bounding said Craig V. Baugus's land south Seventeen (17) de-

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grees Thirty-two (32) minutes west Two hundred and forty-two and one-tenths (242.1) feet to the point of beginning. Containing Two and thirteen one-hundredths (2.13) acres of land, more or less, as per survey dated October 1st, 1942, by Herman H. Roemer, C. E. and surveyor.

BEGINNING for the third thereof on the north side of a Thirty (30) foot road known as Luke Swift's Bodkin Creek road and at the southeast corner of Albert Yonson's land; thence bounding Albert Yonson's land north Forty-four (44) degrees Thirty (30) minutes west Four hundred (400) feet; thence north Seventeen (17) degrees Thirty-two (32) minutes east Four hundred and twenty-four and six-tenths (424.6) feet; thence south Forty-five (45) degrees Two (2) minutes east Four hundred (400) feet to the said Thirty (30) foot road; thence bounding said Thirty (30) foot road the four following courses and distances to the point of beginning: South One (1) degree Thirty-two (32) minutes east Forty-nine (49) feet. South Twenty-five (25) degrees Twenty-one (21) minutes west One hundred and twenty-five (125) feet. South Thirty (30) degrees Thirty-five (35) minutes west One hundred and one (101) feet. South Nine (9) degrees Thirty-nine (39) minutes west One hundred and sixty (160) feet. Containing Four (4) acres of land, more or less.

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BEING the same lots of ground which by deed dated November 21st, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 346, folio 165, etc., were granted and conveyed by Craig V. Baugus and Eva Baugus, his wife, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee-simple.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its sucoessors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the first - - - day of each and every month the sum of Six ($6.00) - - - - - - - - - - - - - - for the payment of all taxes, insuranoe, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so muoh additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the forecloseure of the same; (3) To permit, oommit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby seoured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its suooessors or assigns, for a period of thirty days shall oonstitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire prinoipal and interest hereby seoured, and the mortgagee, its suooessors or assigns, may without notice, institute prooeedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreolose it, shall be entitled (without regard to the adequacy of any seourity

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COUNSELLOR AT LAW
BALTIMORE 2, MD.

for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, consent that a decree may be passed for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 - or any supplement thereto - or this mortgage may be foreclosed by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers therein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

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:

H. Allen Mezger

Hazel R. Stifler (SEAL)
Hazel R. Stifler

Harry D. Stifler (SEAL)
Harry D. Stifler

STATE OF MARYLAND, County OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of February ,1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Hazel R. Stifler and Harry D. Stifler, her husband,

- -

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
H. Allen Mezger Notary Public

My Commission Expires May 5th, 1947.

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE 2, MD.

the said Trustees shall proceed to make sale at either public or private sale to the best advantage and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustees, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them, sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale, or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorney's fees and commissions to the said Trustees as the Court shall think proper to allow inconsideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust and the amounts herein before found to be due the said Katherine A. Bolcer or her Trustee.

Benjamin Michaelson
Judge

ORDER OF COURT

AN ERROR OR OMISSION HAVING BEEN DISCOVERED IN THE FOREGOING DECREE, IT IS THEREUPON ORDERED THIS 12th DAY OF MAY, 1951, BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY THAT THE FOREGOING DECREE BE, AND THE SAME IS HEREBY RESCINDED.

Benjamin Michaelson
Judge

MARVIN I. ANDERSON, Trustee Annapolis, Maryland	*	NO. 10,169 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
JOHN H. BOLCER and HOLLY M. BOLCER, his wife Eastport, Maryland	*	ANNE ARUNDEL COUNTY
	*	

* * *

This cause standing ready for hearing and being submitted, the Bill, Answers, and all the other proceedings were by the Court read, and considered.

It is thereupon this 12th day of May, 1951, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that there is due from John H. Bolcer to Marvin I. Anderson, Trustee of the Estate of Katherine A. Bolcer, under the decree of this Court in #3751 Divorces, the sum of Forty five ($45.00) dollars per month alimony accounting from September 6, 1950; that there is further due under said decree by John H. Bolcer, the defendant, the sum of Three hundred ($300.00) dollars for funeral expenses and the sum of Seventy five ($75.00) dollars counsel fee for services rendered therein.

It is further adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, that Marvin I. Anderson and Roscoe C. Rowe be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings to be as follows:

They shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Seven Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree, in the premises; they shall then proceed to make the said sale;

Filed 12 May, 1951

11

In the Matter of the Sale of	: :	IN THE CIRCUIT COURT
the Mortgaged Real Estate of	: :	FOR
Hazel R. Stifler and Harry D.	: :	ANNE ARUNDEL COUNTY
Stifler, her husband.	: :	Equity No. 10200

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

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Hazel R. Stifler and Harry D. Stifler, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, dated February 10th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 394, folio 483, etc.

Original Amount of Mortgage - - - - - - - - - - - - - - - - - -		-$3,750.00
Less - Total amount paid on account of Principal-	-$759.40	
Less - Credit Expense Account - - - - - - - - - - - -	46.73	$ 806.13
Net Balance -		-$2,943.87
Plus Interest to April 30th, 1951 - - - - - - - - - - - - - - -		-$ 14.92
Total Balance Due-Account of Mortgage Indebtedness- - - - -		-$2,958.79

Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer
Arundel Federal Savings and Loan
Association of Baltimore City

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the said Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and notarial seal.

Janet C. Maisel
Janet C. Maisel Notary Public

My Commission Expires May 7th, 1951.

Filed 26 Apr., 1951.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Foreclosure
~~Trustee's~~ Bond

LIBER 71 PAGE 462

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Irving H. Mezger, Park Avenue Building, Park Avenue and Saratoga Street, Baltimore, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and no/100ths ($3,000.00) 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 17th day of April in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden Irving H. Mezger by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the ~~case of~~ matter of the sale of mortgaged real estate of Hazel R. Stifler and Harry D. Stifler, Equity No. 10200.

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Irving H. Mezger do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet C. Maisel
Janet C. Maisel

Elizabeth J. Pitt
Elizabeth J. Pitt

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

Maryland Casualty Company [SEAL]

By Vandervoort Rand [SEAL]
Vandervoort Rand, Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint W. Steuart Anderson, A. F. Stoebener, Lee H. Seltzer or Vandervoort Rand its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of ~~any kind, character~~ and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 5th day of January, 1949.

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

Lillian A. Algie
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

April 17, 1951

MARYLAND CASUALTY COMPANY

Joseph D'A. McGrath, *Assistant Secretary*

Filed 26 Apr., 1951.

approved this 26 Apr., 1951.
John H. Hopkins, 3rd, Clerk

4

In the Matter of the Sale of	: :	IN THE CIRCUIT COURT
the Mortgaged Real Estate of	: :	FOR
Hazel R. Stifler and Harry D.	: :	ANNE ARUNDEL COUNTY
Stifler, her husband.	: :	Equity No. 10200

: : : : : : : : : :

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared John J. Lyons, Sr.

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.

John J. Lyons Sr
John J. Lyons, Sr. Affiant

Subscribed and sworn to before me this 14th day of May, 1951.

H. Allen Mezger
H. Allen Mezger Notary Public

Filed 22 May, 1951

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

5

Filed 27 June, 1951.

MEZGER and MEZGER
ATTORNEYS
Park Avenue Building,
Baltimore 1, Maryland.

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

NEAR LAKE SHORE, Improved with a frame dwelling.

Under and by virtue of the power and authority contained in a mortgage from Hazel R. Stifler and Harry D. Stifler, her husband, dated February 10th, 1947, and duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 394, Folio 483, (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at Public Auction on the premises on

MONDAY, MAY 14TH, 1951,
AT 2:30 O'CLOCK P. M.

ALL THOSE THREE TRACTS OF LAND AND IMPROVEMENTS situate in the Third Election District, Anne Arundel County and being and comprising three (3) tracts of land containing Four (4), Two and Thirteen One Hundredths (2.13), and Four (4), acres of land, more or less, respectively, with a total acreage of Ten and Thirteen One Hundredths (10.13) acres of land abutting on the Southerly side of a Thirty (30) foot County Road leading from Mountain Road to Lake Shore and also abutting on a Thirty (30) foot road known as Luke Swift's Bodkin Creek Road, as more fully described in the mortgage hereinbefore referred to.

Terms of Sale: Cash upon ratification of sale. Expense to be adjusted to date of sale. A deposit of Three Hundred Fifty ($350.00) Dollars will be required of the purchaser at the time of sale.

IRVING H. MEZGER,
Attorney named in Mortgage.

m-10

No. MG 9480

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1951

We hereby certify, that the annexed

Mortgage Sale -

Hazel R. Stifler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of May, 1951 The first insertion being made the 3rd day of April, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

6

In the Matter of the Sale of	::	IN THE CIRCUIT COURT
the Mortgaged Real Estate of	::	FOR
Hazel R. Stifler and Harry D.	::	ANNE ARUNDEL COUNTY
Stifler, her husband	::	Equity No. 10200

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the Mortgage from Hazel R. Stifler and Harry D. Stifler, her husband, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette" a newspaper published in Anne Arundel County, Maryland said Irving H. Mezger, Attorney named in Mortgage, did pursuant of said notice on Monday, May 14th, 1951, at 2:30 o'clock p.m. attend on the premises and then and there sold at public auction all that lot of ground located in the Third Election District, Anne Arundel County, and more particularly described in said Mortgage, together with the improvements thereon in fee simple, to John J. Lyons, Sr., at and for the sum of Thirty-five Hundred Fifty ($3550.00) Dollars, a deposit of Five Hundred ($500.00) Dollars having been made at the time of sale, the balance of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 21st day of May, in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct to the best of his knowledge and belief as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Janet C. Maisel

Janet C. Maisel Notary Public

My Commission Expires May 4th, 1953

Filed 22 May, 1951

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 71 PAGE 466

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~XXXXXXX~~

Hazel R. Stifler and
Harry D. Stifler, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,200 Equity

Ordered, this 22 day of May, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~XXXXXXX~~ Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 3550.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 22 May, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,200 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of HAZEL R. STIFLER And HARRY D. STIFLER, Her Husband.

Ordered, this 22nd day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 25th day of June next. The report states that the amount of sales to be $3,550.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jn-7

Filed 27 June, 1951.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1951

We hereby certify, that the annexed

Order Nisi - Equity 10,200

Hazel R. Stifler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of June, 1951. The first insertion being made the 24th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1743

By D B Macey

9

(Final Order)

Filed 27 June, 1951.

In the Matter of the Sale of the
Mortgaged Real Estate of

~~versus~~

Hazel R. Stifler and
Harry D. Stifler, her husband

LIBER 71 PAGE 467

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of June, 1951, that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 7 Aug., 1951.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
Hazel R. Stifler
and
Harry D. Stifler, her husband

In the

Circuit Court

For

Anne Arundel County

No. 10,200 Equity

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 25, 1951

All of which is respectfully submitted.

Laura R. Jicklings
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Hazel R. Stifler and Harry D. Stifler, her husband in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	136	50	186	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	27	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	12	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal revenue stamps	2	20		
One-half State revenue stamps	2	20		
Janet C. Maisel - notary fees	1	00	108	92
To Attorney for Taxes, viz:				
1951 State and County taxes ($35.42-adj)	13	13	13	13
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed	2,958	79	2,958	79
To Hazel R. Stifler and Harry D. Stifler her husband, mortgagors - this balance	244	91	244	91
			3,550	00

with Irving H. Mezger, Attorney named in Mortgage Cr.

1951				
May	14	Proceeds of Sale	3,550 00	3,550 00
				3,550 00

Filed 7 Aug. 1951.

Filed 18 Sept., 1951.

ORDER NISI LIBER 71 PAGE 470

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Hazel R. Stifler
and
Harry D. Stifler, her husband

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,200 Equity.

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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1951, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 14 Sept., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,200 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of HAZEL R. STIFLER And HARRY D. STIFLER, Her Husband.

Ordered, this 7th 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 17th 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 17th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-30

Maryland Gazette & Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 14, 1951

We hereby certify, that the annexed Order Nisi No. 10,200 Equity Hazel R. Stifler

was published in

Maryland Gazette & Evening Capital

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 Betti L. Fell

13

George K.C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant, 507-70th Pl., Seat Pleasant, Md.	:	No. 9954 Equity In the Circuit Court
vs.	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant 507-70th Pl., Seat Pleasant, Md.	:	Anne Arundel County

: : : : : : : : : :

PETITION OF GUARDIAN

Filed May 16, 1950

To the Honorable, the Judge of said Court:

The petition of George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, respectfully shows:

1.

That Marilyn Hardesty, an infant, was seized and possessed of Lot No. 43 on a plat of "Cloverlea", which said lot was awarded her in a partition proceedings in the Circuit Court for Anne Arundel County, the same being No. 7157 Equity, wherein Emanuel E. Collison, et al, were plaintiffs, and Thomas K. Hardesty, et al, were defendants, a certified copy of said decree being filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein at length.

2.

That being so seized and possessed of Lot No. 43 as aforesaid, the said Marilyn Hardesty married one Charles Thomas Stommel, also an infant.

3.

That on the first day of May, 1950, George K. Hardesty as father and next of friend of Marilyn Hardesty Stommel and next of friend of Charles Thomas Stommel, her husband, executed a contract

with Thelma L. Voight to sell the aforesaid Lot No. 43 at Cloverlea to her for the sum of Twelve Hundred ($1200) Dollars, the sum of One Hundred ($100) Dollars in cash being paid upon the signing of the contract and the balance of Eleven Hundred ($1100) Dollars to be paid in cash upon the confirmation and ratification of the contract of sale by the Circuit Court for Anne Arundel County as will more fully appear by reference to the original contract filed herewith as Petitioner's Exhibit No. 2.

4.

That the contract price is fair and reasonable and it would be for the benefit and advantage of the infants in this cause that a decree for the ratification of the sale should be passed as the lot in question is unimproved.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court confirming and ratifying the contract mentioned in this petition.
2. And for such other and further relief as this case may require.

May it please your Honor to grant unto your Petitioner the writ of subpoena, directed to the said Defendants and the father George K. Hardesty, commanding said infants 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.

George B. Woelfel

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

Emanuel E. Collison, et al.,	:	No. 7157 Equity
	:	In the Circuit Court
Vs.	:	For
Thomas K. Hardesty, et al.	:	Anne Arundel County

.....

This cause standing ready for hearing and being submitted and no exceptions having been taken to the return of the commissioners appointed to make partition of the real estate mentioned in this cause as allowed by the rules of court, the proceedings were read and considered.

And it further appearing to the Court that the contract for the sale of Lot No. 31 with John W. Schofield is a fair and reasonable one and that it would be for the benefit and advantage of all parties concerned including the infants in these proceedings, that the said contract should be ratified and confirmed and that a trustee should be appointed to collect the balance of the purchase price thereon as well as the balance of the money due on Lots Nos. 18, 19, 20 and 30 and that the contracts for the sale of these four last mentioned lots should likewise be ratified and confirmed especially in view of the fact that the contracts for the last four mentioned lots as shown on a Plat of Cloverlea, Anne Arundel County, Maryland, dated June 28th, 1926 by Bacharach and Tapkin, Civil Engineers, Baltimore, Maryland, were entered into during the lifetime of Sarah S. Hardesty, when all the parties in interest were adults of full and legal age.

It is thereupon this 23" day of January, in the year 1937, by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the return of the Commissioners appointed to make partition of the real estate in the proceedings mentioned and the partition thereof by them made, be and the same is hereby finally ratified and confirmed.

And it is further Adjudged, Ordered and Decreed that the

Petitioner's Exhibit No. 1

plaintiff Emanuel E. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "A", and so allotted in said return, and in the return of the Commissioners described according to a plat of "Cloverlea" made by Bachrach and Tapking, dated June 28th, 1926, a copy of which is filed in these proceedings, as follows:

Lots numbered 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 73,78, 79, 80, 81, 82,83, 84, 4, 8, 10 and 11 as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff John N. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "B", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 123, 124, 125, 126, 127, 138, 139, 140, 141, 142, 143, 144, 145, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 16, 17, 25 as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff Thomas E. Collison shall hold in fee simple in severalty and not jointly or in common with the other parties of this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "C", and so allotted in said return, being described therein according to, the plat aforesaid, as follows:

Lots Numbered 85, 86, 87, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 118, 119, 120, 121, 122, 152, 153, 154, 26, 27, 33, 34, 35, as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff Eva Carr Suite shall hold in fee simple in severalty

and not jointly or in common with other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "D" and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 146, 147, 148, 149, 150, 151, 155, 156, 157, 158, 159, 160, 161, 162, 163, 175, 176, 177, 178, 179, 180, 181,182, 183, 12, 14, 15, 32, as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff George K. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "E" and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 36, 48, 49, 50, 51, 52, 54, 55, 88, 89, 90, 129, 130 and 131 as laid out in the aforementioned plat.

And it is further Adjudged, Ordered and Decreed that the plaintiff George K. C. Hardesty, shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of the said Commissioners in Exhibit "F", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots Numbered 37, 40, 53, and 137 as laid out in the plat,

And it is further Adjudged, Ordered and Decreed that the plaintiff Vernon W. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "G", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots Numbered 41, 42, 132, 133, as laid out in the plat

And it is further Adjudged, Ordered and Decreed that the defendant Thomas K. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "H", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 38, 39, 91, 93, 94, 95, and 96 as laid out in the plat aforementioned.

And it is further Adjudged, Ordered and Decreed that the defendant Marilyn C. Hardesty shall hold in fee simple in severalty and not jointly or in common with the other parties to this suit, all those lots or parcels of ground in these proceedings mentioned which are described in the return of said Commissioners in Exhibit "I", and so allotted in said return, being described therein according to the plat aforesaid, as follows:

Lots numbered 43, 44, 92, 128, 134, 135 and 136 as laid out in the plat aforementioned.

And it is further Adjudged, Ordered and Decreed that the contract of sale with Wesley L. Schofield and wife dated May 8th,1934, for the sale of Lot No. 30 as shown on the Plat of Cloverlea, Anne Arundel County, Maryland, dated June 28th, 1926, by Bacharach and Tapking, Civil Engineers, Baltimore, Maryland, be and the same is hereby finally ratified and confirmed and that George B. Woelfel be and he is hereby appointed trustee in this cause to collect from Thomas E. Collison, the sum of $219.47 on account of the purchase price of Lot No. 30 in accordance with the statement of said Thomas E. Collison and upon the payment of the balance of the purchase price, to wit: $157.20 to the Trustee with the interest at the rate of 6% on the balance due and not before, the said Trustee shall execute and deliver to the said purchaser Wesley L. Schofield and wife a good and sufficient deed for the said Lot No. 30 as shown on the plat of Cloverlea as aforesaid conveying to them all the right, title, interest and estate to the parties to this cause or of those

claiming by, from or under them or either of them in said lot.

And it is further Adjudged, Ordered and Decreed that the contract for the sale of Lot No. 31 as shown on the plat of Cloverlea as aforesaid with John W. Schofield be and the same is hereby finally ratified and confirmed and that George B. Woelfel, Trustee as aforesaid shall collect from Thomas E. Collison, the sum of $45 on account of the purchase price of said Lot No. 31 in accordance with the statement of said Thomas E. Collison and upon the payment of the balance of the purchase price, to wit: $257.40 to the Trustee with interest at the rate of 6% on the balance due and not before, the said Trustee shall execute and deliver to the said purchaser John W. Schofield a good and sufficient deed for the said Lot No. 31 as shown on the plat of Cloverlea as aforesaid conveying to him all the right, title, interest and estate to the parties to this cause or of those claiming by, from or under them or either of them in said lot.

And it is further Adjudged, Ordered and Decreed that the contract for the sale of Lots Nos. 18, 19 and 20 as shown on the Plat of Cloverlea made with Edwin P. and Donald Pitts be, and the same is hereby finally ratified and confirmed and that George B. Woelfel, Trustee as aforesaid be and he is hereby authorized and directed to collect from Emanuel Collison the sum of $236.81 in accordance with his statement and he is to collect the sum of $1552.50 with interest thereon at the rate of 6% from September 15th 1936, and upon payment of this balance and not before, the said Trustee shall execute and deliver to the said purchasers Edwin P. Pitts and Donald Pitts, his son, a good and sufficient deed for the said Lots Nos. 18, 19 and 20 as shown on the plat of Cloverlea as aforesaid conveying to them all the right, title, interest and estate of the parties to this cause or of those claiming by, from or under them or either of them in the said lots.

But before the said George B. Woelfel shall proceed to act as such trustee under this decree he shall first file with the

Clerk of this Court a good and sufficient bond in the penal sum of two ($2000.00) thousand dollars with surety or sureties to be approved by this Honorable Court of the Clerk thereof conditioned that he shall faithfully perform and execute the trust reposed in him by any future decree or order in the premises and the said Trustee shall immediately pay to the Clerk of this Honorable Court the total amount he has collected on account of the costs hereof and after the payment of all the costs in this proceedings the Trustee shall report the same to this Court and receive further instructions as to further disbursements of the funds he shall receive.

And it is further Ordered that the Clerk of this Court be, and he is hereby authorized and directed to enter in this case as a part of the costs and so tax the same, the sum of $70.00 for the payment of the commissioners together with the additional sum of $363.00 as counsel fees.

Linwood L. Clark A.J.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy Final Decree filed in No. 7157 Equity in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of May, A.D. 1950.

John H. Hopkins 3rd Clerk.

This Agreement, made this May 1st day of May, in the year 1950, by and between George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, for and on behalf of Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, and Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, all of whom are hereinafter designated as the parties of the first part, and ~~William C.~~ Mrs Thelma L. Voight, hereinafter designated as the party of the second part.

Witnesseth, that the said parties of the first part do herby bargain and sell unto the said party of the second part, and the latter does hereby purchase from the former the following described property, situate, lying and being in the First Election District of Anne Arundel County and more particularly described as being Lot No. 43 of Cloverlea, at and for the price of Twelve Hundred ($1200) Dollars, of which One Hundred ($100) Dollars has been paid prior to the signing hereof and the balance is to be paid as follows: Eleven Hundred ($1100) Dollars in cash upon the confirmation and ratification of this sale by the Circuit Court for Anne Arundel County. And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the vendee's expense by the vendor, which shall convey the property by a good and merchantable title to the vendee, being the aforesaid party of the second part, ~~William C.~~ Mrs Thelma L. Voight.

Taxes and other expenses to be paid by the vendor, being the aforesaid parties of the first part, to the day of sale, and the cost of United States Revenue stamps of the State of Maryland revenue stamps to be equally divided between the parties.

Witness the hands and seals of the parties hereto.

Witness:
Walter A Stommel

George K. Hardesty (Seal)
George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, for and on behlaf of Marilyn Hardesty Stommel and Charles Thomas Stommel

Marilyn Hardesty Stommel (Seal)
Marilyn Hardesty Stommel

Charles T. Stommel (Seal)
Charles Thomas Stommel

Thelma L Voight (Seal)

Petitioners' Exhibit No 2

3

GEORGE K.C. HARDESTY, etc.	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

. . . . . .

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

To the Honorable, the Judge of said Court:

The petition of the plaintiff, George K.C. Hardesty, respectfully shows:

1.

That on May 16th, 1950, the Sheriff of Anne Arundel County summoned the defendant, Marilyn Hardesty Stommel, by reading and delivering a copy of the summons and the original petition filed in this cause to the said Marilyn Hardesty Stommel, an infant, and in addition thereto a copy of the process was left with George K. Hardesty, her father.

That on May 16th, 1950, the Sheriff of Anne Arundel County summoned the defendant, Charles Thomas Stommel, an infant, husband of Marilyn Hardesty Stommel, by reading and delivering a copy of the summons and the original petition filed in this cause to the said Charles Thomas Stommel, and in addition thereto a copy of the process was left with the father-in-law and Guardian of Charles Thomas Stommel, George K. Hardesty.

2.

That said defendants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, being infants cannot answer or defend themselves in this case.

Wherefore, your petitioner prays:

1/ That a Guardian ad litem may be appointed to appear and answer on behalf of the said Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants.

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

Filed May 23, 1950

4

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel,
Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 19th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared George B. Woelfel, 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.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff, Notary Public.

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 23d day of May, 1950, by the Circuit Court for Anne Arundel County, in equity, ADJUDGED, ORDERED and DECREED that George Crowley be, and he is hereby appointed Guardian ad litem in this cause for Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants.

Benjamin Michaelson
Judge.

Filed May 25th 1950

GEORGE K.C. HARDESTY, etc.	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

. . . . . .

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judge of said Court:

The answer of Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, both infants, by George Crowley, their guardian ad litem, respectfully shows:

1.

That the defendants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband, being infants, they can neither admit nor deny the allegations of the Bill of Complaint and, therefore, pray the Court to protect their interests.

George Crowley
George Crowley,
Guardian ad litem.

Filed May 27, 1950

GEORGE K.C. HARDESTY, etc.	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
	:	for
MARILYN HARDESTY STOMMEL, etc.	:	Anne Arundel County

. . . . . .

PETITION TO TAKE TESTIMONY AND FOR THE APPOINTMENT OF SPECIAL STENOGRAPHER AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of George K.C. Hardesty respectfully shows:

1.

That heretofore your petitioner has filed his petition as brother and prochein ami of Marilyn Hardesty Stommel and prochein ami of Charles Thomas Stommel, her husband, both infants, seeking the confirmation and ratification of a contract for the sale of a certain Lot No. 43 on a plat of "Cloverlea", which contract was entered into by the said infants as vendors and Thelma L. Voight as vendee.

2.

That J. Henry Zeller, acting in his capacity as Guardian ad litem, has filed an answer to the original petition in this cause for and on behalf of the said infants, Marilyn Hardesty Stommel and Charles Thomas Stommel, her husband.

Wherefore your petitioner prays:

(1) That leave may be granted the parties to this cause to take down 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
George B. Woelfel,
Solicitor for Petitioner.

Filed May 31, 1950

6

ORDER OF COURT

Upon the foregoing petition it is this 1st day of June, 1950, by the Circuit Court for Anne Arundel County 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 Mary M. Hoff be and she is hereby appointed special stenographer to take down and transcribe the testimony to be given in this cause without fear, favor or prejudice.

Benjamin Uhlhorn
Judge.

Filed June 1, 1950

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant,	:	No. 9954 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant	:	Anne Arundel County

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

TESTIMONY ON BEHALF OF PLAINTIFF

Filed July 11 1950

Present:

George B. Woelfel, Solicitor for Plaintiff

Mr. Emanuel Klawans, Examiner

Mary M. Hoff, Special Stenographer, appointed by order of Court dated June 1st, 1950.

George Crowley, Guardian ad litem

Witnesses:

T. C. Worthington,..... 2

George K. Hardesty,..... 3 to 4

Marilyn Hardesty Stommel,..... 5 to 6

Charles Thomas Stommel,..... 7

Mr. Clerk:

Please file, etc.

Emanuel Klawans
Examiner

E.K. $4.00
MMH $5.00

T. Carroll Worthington, a witness of lawful age, next being called on behalf of the Plaintiff, deposes and says:

(Mr. Woelfel)

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. Yes 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. 43 on the Plat of Cloverlea?

A. Yes, Lot No. 43 is approximately 71 x 150 on high land and runs to the cove of Cadle's Creek.

7. Are there any improvements on this lot?

A. No it is a vacant lot.

8. What, in your opinion, is the fair market value of this lot?

A. $1,000.

TCW T. Carroll Worthington

George K. Hardesty, a witness of lawful age, next being called on behalf of the Plaintiff, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. George K. Hardesty, 507-70th Place, Seat Pleasant, Md.

2. What relationship exist between you and Marilyn Haredsty Stommel?

A. Father and daughter, I am her father.

3. Do you know of the lots that are owned by Marilyn Hardesty Stommel at Cloverlea?

A. Yes she inherited those lots from her mother's estate.

4. Do you know how many lots she has at Cloverlea?

A. Seven in all.

5. Who is the owner of Lot No. 43?

A. Marilyn Hardesty Stommel, my daughter.

6. Are you familiar with the lots at Cloverlea?

A. Very familiar.

7. State its description?

A. It is a lot that fronts on Cadle's Creek with a frontage of approximately 70 feet with a depth of 118 feet on one side and 114 on the other side and 72 feet in the rear on the road. This lot is up on high land and overlooks the waters of Cadle's Creek. It is a nice lot.

8. Are you familiar with the price of real estate at Cloverlea?

A. Yes, very much. In view of the fact that all of my children and myself have lots there and we have made sales there and I am familiar with the sales made by my sisters and brothers-in-law who own the rest of the tract at Cloverlea so I think I am in a position to give the fair market value of the lots in this development.

9. Do you think $1200 is a fair price to pay for Lot No. 43?

A. I do beyond any shadow of a doubt.

10. Do you think it would be for the benefit and advantage of your infant daughter and her infant husband that this sale should be ratified by the Court?

A. I do.

11. Why do you think it would be for the benefit and advantage of the infants?

A. The couple have just recently become married and my daughter and her husband are living with her husband's father. She has a sufficient amount of lots to sell at Cloverlea which will enable her to buy a decent home and live in the same without any interference from any individuals and I would therefore suggest that the sale as made be approved by this Court.

To the general question under the rule the witness says:

A. My daughter has seven lots at Cloverlea and she plans on keeping two on which to build a home and liquidate the other five.

GKH George K. Hardesty

Marilyn Hardesty Stommel, next being called, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Marilyn Hardesty Stommel, 407-59th Ave., Capitol Hgts., Md.

2. You are the owner of the lot mentioned in this suit?

A. Yes.

3. From whom did you procure this lot?

A. I inherited it from my mother's estate and my mother in turn acquired them from her parents.

4. How many lots do you have at Cloverlea?

A. I have seven.

5. This is the first lot to be sold out of the seven?

A. Yes.

6. How old are you at present?

A. Nineteen.

7. When were you born?

A. September 5th, 1930.

8. How old is your husband at present?

A. Nineteen.

9. When was he born?

A. March 16th, 1931.

10. Do you two desire to sell Lot No. 43 for the sum of $1200 to Mrs. Thelma L. Voight?

A. Yes.

11. Do you think it would be to your advantage to sell that lot?

A. I do.

12. Do you think it would be to your husband's advantage to sell that lot?

A. Yes I do.

13. Why do you think it would be to your advantage?

A. It would enable us to buy a home of our own so we could live together away from our in-laws. Whatever rights my husband would have in my lots he would have in my home so none of us would suffer any loss.

14. Are you satisfied to join in a deed with a trustee for this property?

A. Yes.

To the general question under the rule the witness says:

A. No.

MHS Marilyn Hardesty Howard

Charles Thomas Stommel, next being called, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Charles Thomas Stommel, 407-59th Ave., Capitol Hgts., Md.

2. Do you know Marilyn Hardesty Stommel?

A. Yes she is my wife.

3. State when and where you were married?

A. We were married on May 5th, 1950, in Washington, D.C.

4. Are you and your wife living together?

A. Yes.

5. Where?

A. At my father's residence 407-59th Ave., Capitol Hgts., Md.

6. Are both of you anxious to get a home of your own?

A. Yes.

7. Do you have any means of procuring a home at present ?

A. Only by the sale of the lots and use that money toward the payment of a home.

8. Do you think the sale of these lots would be advantageous to your wife and to you both?

A. Yes I do.

9. Why do you say that?

A. Because as stated before the lots, in the present condition are of no value to us whereas we could buy a home with the money to a much greater advantage.

10. Are you satisfied to join in the deed with your wife and a trustee appointed by the Court?

A. Yes.

11. Do you think $1200 is a fair and reasonable price for Lot 43?

A. Yes.

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

A. No.

CTS Charles T. Stommel

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

Witness my hand and seal this 11th day of July, 1950.

Emanuel Klawans (Seal)
Examiner

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant,	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant	:	Anne Arundel County

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

DECREE OF COURT

Filed 25 July, 1950.

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

And it appearing to the Court that the contract for the sale of Lot No. 43 as shown on the Plat of Cloverlea with Thelma L. Voight is a fair and reasonable one and that it would be for the benefit and advantage of the said infants that the said contract should be ratified and confirmed and that a trustee should be appointed to collect the balance of the purchase price thereon and execute the deed.

It is thereupon this 25th day of July, in the year 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the contract of sale with Thelma L. Voight dated the first day of May, 1950, for the sale of Lot No. 43 as shown on a plat of Cloverlea made by Bacharach and Tapking, Civil Engineers, Baltimore, Maryland, dated June 28th, 1926, and filed July 13th, 1929, among the Land Records of Anne Arundel County in Plat Cab. No. 1, Rod U, Plat No. 6, be, and the same is hereby finally ratified and confirmed and that George B. Woelfel be, and he is hereby appointed trustee in this cause to collect the balance of Eleven Hundred Dollars due on account of said contract and upon the payment of said balance by the purchaser Thelma L. Voight, the said Trustee shall execute and deliver to the said Thelma L. Voight

a good and sufficient deed for said Lot No. 43 of Cloverlea conveying to her all the right, title, interest and estate of the parties to this cause or of those claiming by, from or under them or either of them in said lot.

But before the said George B. Woelfel shall proceed to act as such trustee under this decree he shall first file with the Clerk of this Court a good and sufficient bond in the penal sum of Twelve Hundred ~~Thousand~~ Dollars, with surety or sureties to be approved by this Court or the Clerk thereof, conditioned that he shall faithfully perform and execute the trust reposed in him by this decree or to be reposed in him by any future decree or order passed in the premises and the said Trustee, upon receipt of the purchase price, shall immediately report the same to this Court and produce his vouchers to the auditor thereof and shall be allowed such commissions as the Court may deem proper after considering the skill, attention and fidelity wherewith he has discharged his trust.

Benjamin Michaelson
Judge

9454
✓ Equity

LIBER 71 PAGE 495

TRUSTEE'S BOND

#346077

Filed and approved this 8th day of August, 1950.
John H. Hopkins, 3rd, Clerk

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 Twelve Hundred ($1200.00) 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 7th day of August, 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 25th, 1950, in a cause therein pending, wherein George K.C. Hardesty is complainant, and Marilyn Hardesty Stommel et al. defendants, it was among other things ordered, that the contract of sale with Thelma L. Voight dated May 1st, 1950, for the sale of Lot No. 43 as shown on a Plat of Cloverlea filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod U, Folio 6, be finally ratified and confirmed and that the above bounden George B. Woelfel be appointed Trustee in this cause to collect the balance of Eleven Hundred ($1100.00) Dollars due on account of said contract and upon the payment of said balance by the purchaser Thelma L. Voight, the said Trustee to execute and deliver to the said Thelma L. Voight a good and sufficient deed for said Lot No. 43 of Cloverlea conveying to her all the right, title and interest of the parties to this cause or of those claiming by, from or under them or either of them in said lot. 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 order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue of law.

George B. Woelfel (SEAL)
George B. Woelfel

Globe Indemnity Company
By John H. Hopkins IV
John H. Hopkins IV, Agent
Attorney-in-fact

George K. C. Hardesty, brother and prochein ami of his sister Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, also an infant,	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant	:	for Anne Arundel County

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

PETITION FOR A FEE AND ORDER OF COURT THEREON

Filed 8 May, 1951

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner, on behalf of George K. Hardesty, father and next friend of Marilyn Hardesty Stommel, a married infant, prepared a petition to sell a certain lot of ground therein described to Thelma L. Voight for the sum of Twelve Hundred ($1200) Dollars and he prepared the petition for the appointment of a guardian ad litem, the answer of guardian ad litem, the petition to take testimony, prepared the petition for the appointment of a special stenographer and order of Court thereon, examined the witnesses in the taking of the testimony, prepared the decree and the bond.

That the said sale has now been consummated and it was understood between the parties that your Petitioner was to receive a fee of one hundred dollars for his services rendered, no other fee being paid.

Wherefore your Petitioner prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner a fee commensurate with his labors, the amount of money

10

involved and the understanding of the parties.

And as in duty bound, etc.

George B. Naelfel
Petitioner

We, the undersigned, practicing members of the Anne Arundel County Bar, do hereby certify that we have examined the proceedings in this cause and believe one hundred dollars to be a fair and reasonable fee to allow the Petitioner in the premises.

Wm W. Tomahen Jr
John H Hopkins IV

ORDER OF COURT

Upon the aforegoing petition and certificate, it is this 8th day of May, in the year 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Auditor in stating the account in this cause allow the Petitioner the sum of One Hundred Dollars for his services rendered herein subject to the usual exceptions.

Benjamin Michaelson
Judge

Filed 8 May, 1951.

In the Case of

George K. C. Hardesty,
brother and prochein ami of his sister,
Marilyn Hardesty Stommel, an infant,
vs. et al

Marilyn Hardesty Stommel, an infant,
and
Charles Thomas Stonnel, her husband
an infant

In the
Circuit Court
For
Anne Arundel County

No. 9954 Equity

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.

Filed 8 Aug., 1951

August 6, 1951

All of which is respectfully submitted.

Laura R. Jicklings
Auditor.

11
12
14

Dr. in ac.

George K. C. Hardesty, brother and prochein ami of his sister, Marilyn H. Stommel, an infant, and husband vs. Marily H. Stommel, an infant and Charles Thomas Stommel, her husband, an infant.

To Trustee for Fee in lieu of commissions (Order 5/8/51)	100	00	100	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	27	95		
Chas. M. Russell - Sheriff's costs	5	80		
George J. Crowley - Guardian an litem's fee	4	00		
Emanuel Klawans - examiner's fee	4	00		
Mary M. Hoff - stenographer's fee	5	00		
Auditor - stating this account	9	00	65	75
To Trustee for Expenses, viz:				
Capital-Gazette Press -order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
T. Carroll Worthington - appraiser's fee	12	50		
J. R. McCrone, Jr. - one-half cost survey	37	50		
Clerk of Court - certified copy	1	50		
Mary M. Hoff - notary fee		50	68	00
To Marilyn Hardesty Stommel, infant - this balance	966	25	966	25
			1,200	00

with George B. Woelfel, Trustee Cr.

1950				
July	25	Proceeds of Sale (Contract dated 5/1/50)	1,200 00	1,200 00
				1,200 00

LIBER 71 PAGE 501

ORDER NISI

George K. C. Hardesty, brother and prochein ami of his sister, Marilyn Hardesty Stommel, an infant, et al

VERSUS

Marilyn Hardesty Stommel, an infant, and Charles Thomas Stommel, her husband, an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9954 Equity.

ORDERED, This 8 day of August, 19 51, 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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1951, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge.

Filed 18 Sept., 1951. Filed 8 Aug., 1951.

FFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1951

We hereby certify, that the annexed Order Nisi Equity No. 9,954 And Ace Hardesty vs Stommel

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 Betty Fowler

No. MG

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,954 Equity
GEORGE K. C. HARDESTY, brother and prochein ami of his sister, MARILYN HARDESTY STOMMEL, an infant, et al.
Vs.
MARILYN HARDESTY STOMMEL, an infant, and CHARLES THOMAS STOMMEL, her husband, an infant.
Ordered, this 8th 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 17th 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 17th day of September next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-30

Filed 18 Sept., 1951.

George K. C. Hardesty, etc.	:	No. 9954 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Marilyn Hardesty Stommel, etc, et al.	:	Anne Arundel County
	:	

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

PETITION TO TURN FUNDS OVER TO MARILYN HARDESTY STOMMEL AND ORDER OF COURT THEREON

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

Petition filed Sept. 27 1957

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That by decree of this Honorable Court dated July 25th, 1950, your Petitioner was duly appointed trustee to make sale of the real estate in these proceedings mentioned.

2.

That the said property was sold and the account finally ratified showing a balance of Nine Hundred Sixty-Six Dollars and Twenty-Five Cents ($966.25) being due to Marilyn Hardesty Stommel, an infant.

3.

That Marilyn Hardesty Stommel reached her majority on September 5th, 1951, as his disclosed by a certified copy of her birth certificate filed in No. 9953 Equity and is entitled to receive her money.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court directing your Petitioner to pay unto Marilyn Hardesty Stommel the balance in this estate.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Petitioner,
9-11 School Street,
Annapolis, Md.

ORDER OF COURT

Upon the aforegoing petition it is this 27th day of September, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said George B. Woelfel, Trustee, is hereby directed to pay unto Marilyn Hardesty Stommel the sum of Nine Hundred Sixty-Six Dollars and Twenty-Five Cents ($966.25) and close the estate.

Benjamin Michaelson
Judge

Filed Sept. 27, 1951

339

LIBER 71 PAGE 504

IN THE MATTER OF THE DEED OF TRUST	*	
FROM	*	IN THE CIRCUIT COURT
THE WILLIAM H. BELLIS COMPANY	*	FOR
TO	*	ANNE ARUNDEL COUNTY
O. BOWIE DUCKETT, TRUSTEE.	*	No. 9653 Equity
	*	

* * * * * * * * * * *

PETITION, AFFIDAVIT & ORDER

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of O. Bowie Duckett, respectfully represents unto your Honor:

(1) That by Deed of Trust dated the 8th day of March, 1949, a certified copy being filed herewith as Petitioner's Exhibit "A", The William H. Bellis Company, a body corporate, granted, conveyed and assigned unto O. Bowie Duckett, Trustee, all of its estate and property of every nature, kind and description in trust for the benefit of the creditors of said Grantor.

(2) That the said O. Bowie Duckett accepted the said trust as fully set forth in the aforesaid Deed of Trust and desires to administer the same under the jurisdiction of this Honorable Court.

(3) That your Petitioner files herewith his bond as Trustee for the faithful performance of this trust in the amount of Thirty Thousand Dollars ($30,000) marked Petitioner's Exhibit "B".

(4) That the estate and property of the said trust estate amount to approximately Thirty Thousand Dollars ($30,000).

(5) That your Petitioner desires to employ John G. Rouse, Jr. as counsel.

TO THE END, THEREFORE:

(a) That this Court assume jurisdiction over the estate and property mentioned in said Deed of Trust and over the trust thereby created.

(b) Fix and approve the amount of bond which the said O. Bowie Duckett is to give as Trustee under the Deed of Trust.

Filed March 11, 1949

(c) Authorize the employment of John G. Rouse, Jr. as counsel to the Trustee and for such other and further relief as his case may require.

And as in duty bound, etc.

O Bowie Duckett

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 10th day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. BOWIE DUCKETT, and made oath in due form of law that the matters and facts as above set forth are true and correct to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

ORDER

Upon the aforegoing Petition, Affidavit and Exhibits, it is this 11th day of March, 1949, by the Circuit Court for Anne Arundel County ORDERED that said Court assume jurisdiction over the estate and property mentioned in the Deed of Trust from The William H. Bellis Company to O. Bowie Duckett, Trustee, and the trust created thereby for the benefit of creditors of the said Grantor, and it is further ORDERED that John G. Rouse, Jr. be appointed counsel to the Trustee to perform such services as he may be called upon to do. Trustee's bond in the amount of Thirty Thousand Dollars ($30,000) is hereby approved. The County Treasurer and the Clerk of the Circuit Court are directed to record the within Deed of Trust before payment of taxes.

Benjamin Michaelson
Judge

THIS DEED, MADE this 8th day of March, 1949, by The William H. Bellis Company of Annapolis, Anne Arundel County, State of Maryland.

WHEREAS, The William H. Bellis Company is indebted unto sundry persons and corporations in various sums of money which it is unable to pay in full, and desires to convey and assign all its property and estate to O. Bowie Duckett in trust for the benefit of its creditors as hereinafter set forth.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and of the sum of Five ($5.00) Dollars The William H. Bellis Company does grant, convey and assign unto the said O. Bowie Duckett, all its estate and property of every nature, kind and description, real and personal in possession or in expectancy, wheresoever situate.

TO HAVE AND TO HOLD the same unto the said O. Bowie Duckett, his heirs, personal representatives and assigns, in trust and confidence, nevertheless, for the following purposes, to wit:

First, to take possession of the said estate and property, and, without unnecessary delay, to convert the same into money by the sale of so much thereof as is salable, and the collection of so much thereof as is collectible, and to apply the proceeds, after the payment of the expenses of this trust, including a reasonable commission to the trustee for his services according to the law in such cases, to the payment in full of all the debts due and owing by the said The William H. Bellis Company, without preference or priority, except as by law provided, if the net proceeds shall be sufficient therefor, and, if insufficient, then to the payment of the aforesaid debts pro rata, without preference or priority, except as aforesaid.

Secondly, after the payment in full of all debts aforesaid, and all claims and demands whatsoever against the said The William H. Bellis Company, for which he may be liable, in trust to pay the surplus, if any there be, to the said The William H. Bellis Company, its successors or assigns.

No. 7653 Equity

Filed March 11, 1949

Petitioner's Exhibit A

2

And the said The William H. Bellis Company for the purposes aforesaid does hereby make, constitute and appoint the said O. Bowie Duckett, its true and lawful attorney, irrevocable, in its name or otherwise to ask, demand, sue for, recover and receive of and from all and every person or persons all the property, goods, chattels, wares, merchandise, debts or sums of money due, owing or belnging to the said The William H. Bellis Company and for all receipts and deliveries to make, execute and acknowledge due acquittances, and to compound for any doubtful debts; and further to do all other acts required to be done in the premises as fully and effectually as the said The William H. Bellis Company might or could have done if these premises had not been executed.

And O. Bowie Duckett, hereinbefore appointed trustee and attorney for The William H. Bellis Company, as aforesaid, in consideration of the premises and of the commission hereinbefore mentioned, does hereby accept the appointment of said trustee and attorney, and does hereby agree and consent to assume and perform the trusts hereinabove provided for.

As Witness the hands and seals of the said The William H. Bellis Company by C. Oliver Smith, President, and O. Bowie Duckett, the day and year first above written.

TEST:

William A. Strohm,
Secretary

Virginia Tilghman

THE WILLIAM H. BELLIS COMPANY

BY C. Oliver Smith (SEAL)
President

O. Bowie Duckett (SEAL)
O. Bowie Duckett

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify that on this 8th day of March, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared C. Oliver Smith, President of The William H. Bellis Company, which executed the foregoing instrument, and acknowledged the same to be the corporate act and deed of said The William H. Bellis Company.

As Witness my hand and Notarial Seal.

Robert L. Sears, Jr.
Notary Public

Notary Seal

TRUE COPY TEST: John H. Hopkins, 3rd. Clerk

TRUSTEE'S BOND. LIBER 71 PAGE 509

Know all Men by these Presents,

THAT WE, O. Bowie Duckett of 1208 Munsey Building, Baltimore, Maryland, and New Amsterdam Casualty Company, a corporation of the State of New York, with ~~its~~ its executive offices at 227 St. Paul Street, Baltimore, Maryland,

are held and firmly bound unto the State of Maryland in the full and just sum of THIRTY THOUSAND AND 00/100 - - - - - - - - - - - - - - - ($30,000.00) dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents, sealed with our seals and dated this 11th day of March, in the year of our Lord one thousand nine hundred and ~~thirty~~ forty-nine.

WHEREAS, BY DEED OF TRUST, dated the 8th day of March, nineteen hundred and forty-nine, and left to be recorded among the Land Records of ~~Baltimore City~~ Anne Arundel County, on the 11th day of March, ~~193x~~ 1949, The William H. Bellis Company

did grant, bargain and sell, assign and transfer unto O. Bowie Duckett,

Trustee , as therein named his (personal representatives), heirs, executors, administrators and assigns, all the property therein described or referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound O. Bowie Duckett

do and shall well and faithfully perform the trust reposed in him in and by the above Deed of Trust mentioned and declared; and also, do, and shall well and faithfully perform the trust reposed in h i m by said deed, and observe the provisions of the Maryland Code of Public General Laws relating to Trustees and Receivers, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Jane A. Bagwell

Witness as to Surety:

Leslie Rawls

O. Bowie Duckett (SEAL)
O. Bowie Duckett

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

BY: G. Lee Burgess (SEAL)
Vice-President - G. Lee Burgess

Attest: Jos. T. Kozlosky (SEAL)
Assistant Secretary - Jos. T. Kozlosky

STATE OF MARYLAND, Baltimore City, Sct.

I HEREBY CERTIFY, That on this day of , 193 , personally appeared before me, the subscriber, in and for said City, the above named sureties, and made oath on the Holy Evangely of Almighty God, that they are each worth $, the amount of penalty set forth in the within bond, over and above their just debts and liabilities.

Exhibit B

No. 9653 Equity

Filed & affirmed this 11th day of March 1949.

468

30

IN THE MATTER OF THE DEED OF TRUST FROM WILLIAM H. BELLIS COMPANY TO O. BOWIE DUCKETT, TRUSTEE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 9653

Filed June 12 1949

PETITION FOR ALLOWANCE OF MORTGAGE OF
THE ANNAPOLIS BANKING AND TRUST COMPANY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Annapolis Banking & Trust Company, a body corporate of the State of Maryland, by William W. Townshend, Jr., its Solicitor, respectfully represents:

1. That it is the holder of a first mortgage against William H. Bellis Company in the principal sum of Nine Thousand Dollars ($9,000.00), dated August 14, 1946, and as will more fully appear by reference to said mortgage duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 374, folio 356, the original of which mortgage is filed herewith and is prayed to be taken as a part hereof.

2. That the principal amount due under said mortgage is now $8,500.00, with interest from August 14, 1948, as will more fully appear by attached statement which is prayed to be taken as a part hereof.

3. That on March 8, 1949, The William H. Bellis Company executed a deed of trust to O. Bowie Duckett, for the benefit of creditors and on March 11, 1949, a petition was filed requesting this Honorable Court to assume jurisdiction which was accordingly done on March 11, 1949, that thereafter notice to creditors was directed by Order of this Court dated March 11, 1949.

4. That your Petitioner is informed that the assets or a part of them have been sold pursuant to an order of this Court.

5. That after the expenses of the case and payment of prior liens, if any, your Petitioner is informed that there will be a net surplus standing for the distribution to creditors in accordance to their proper priority.

Your Petitioner, therefore, prays your Honor to pass an Order herein directing the auditor in stating his account in this cause to allow the claim of your Petitioner.

As in duty bound, etc.

ANNAPOLIS BANKING & TRUST COMPANY

By Andrew A. Kramer
Andrew A. Kramer, President

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of April, 1949, personally appeared before me, Andrew A. Kramer, President of The Annapolis Banking & Trust Company, and made oath in due form of law that the matter set forth in the aforegoing petition is true and correct to the best of his knowledge, information and belief.

Witness my hand and seal Notarial

Mary G. Herold
Mary G. Herold Notary Public

LIBER 71 PAGE 512

ORDER OF COURT

Upon the aforegoing Petition, it is this 12th day of April, 1949, ORDERED by the Circuit Court for Anne Arundel County in Equity, that the auditor of this Court, be and he is hereby directed in stating his account in this cause to allow the claim of the said Annapolis Banking & Trust Company, a body corporate, according to its legal priority, and subject to proper exceptions.

Benjamin Hildebrandt
Judge

Filed April. 12" 1949

O. BOWIE DUCKETT,
JOHN G. ROUSE, Jr., Attorneys
Annapolis, Md.

NOTICE TO CREDITORS

In The Matter Of The Deed Of Trust From THE WILLIAM H. BELLIS COMPANY To O. BOWIE DUCKETT, Trustee.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

THIS is to give notice that the subscriber has been appointed trustee for The William H. Bellis Company by the Circuit Court of Anne Arundel County. All persons having claims against The William H. Bellis Company are notified to file their claims properly authenticated with the Clerk of the Circuit Court for Anne Arundel County on or before the 20th day of May, 1949; they may be otherwise, by law, be excluded from all benefit of said estate.

All persons indebted to the said The William H. Bellis Company are notified to make immediate payment to the aforesaid trustee.

O. BOWIE DUCKETT, Trustee

No. 9653 Equity

Filed June 1, 1949

No. E. C. 4283

OFFIC OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1, 1949

We hereby certify, that the annexed Notice to Creditors William H. Bellis, Co.

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 20th day of May, 1949 The first insertion being made the 17th day of March, 1949

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

5

MORTGAGE

LIBER 71 PAGE 513

THIS MORTGAGE, Made this 14th day of August, A. D. 1946, by and between THE WILLIAM H. BELLIS COMPANY, a corporation of the State of Maryland of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the above named Mortgagor has this day received by way of loan from the above named Mortgagee the sum of Nine Thousand Dollars ($9,000.00), as evidence of which it has passed to the said Mortgagee its promissory note for said sum, of even date herewith, and payable six months after date, with interest thereon at the rate of five (5) per centum per annum, said principal being payable in semi-annual installments of Five Hundred Dollars ($500.00) each; and

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the sum of Ten Dollars ($10.00), the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of ground situate in the City of Annapolis, Maryland, on the North side of Main Street, which is described as follows:

BEGINNING for the same on the North line of Main Street at the West corner of the late Thomas Franklin's lot, and running thence North 25½ degrees East, 27 feet 4 inches; thence South 74½ degrees East, 2 feet 4 inches; thence North 41 degrees East, 30 feet 3 inches; thence North 43½ degrees West, 18 feet 6 inches to a point in the rear of a brick storehouse; thence North 64 degrees 30 minutes West, and parallel with said brick store, 27 feet 6 inches; thence South 29 degrees West, 61 feet to the line of Main Street; thence with the line of Main Street, 34 feet 9 inches to the place of beginning.

BEING the same property which was conveyed to the above named Mortgagor from Joseph H. Bellis, single, by deed dated May 7, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 6 folio 402.

Filed April 12 1949

$9.00

6

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Nine Thousand ($9,000.00)----------Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($ 100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

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

IN TESTIMONY WHEREOF, the Mortgagor has caused these presents to be executed by C. Oliver Smith, its President, with its corporate seal hereto affixed, duly attested by its Secretary.

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

Witness:

William A. Strohm, Secretary

THE WILLIAM H. BELLIS COMPANY [SEAL]

By C. Oliver Smith [SEAL]
C. Oliver Smith, President

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 14th day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. OLIVER SMITH, President of THE WILLIAM H. BELLIS COMPANY, the Mortgagor named in the aforegoing Mortgage and duly acknowledged the aforegoing Mortgage to be the corporate act of said THE WILLIAM H. BELLIS COMPANY.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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.

Gloria N. Bates
Gloria N. Bates, Notary Public.

MORTGAGE

THE WILLIAM H. BELLIS COMPANY, a corporation of the State of Maryland

...TO...

The Annapolis Banking & Trust Company

Aug 14 46 10.50 A
374 356
Wm H Hopkins Sec

Lat 5.00
Ext .50
5.50

WM. W. TOWNSHEND, JR.
ATTORNEY AT LAW
ANNAPOLIS, MD.

For value received, The Riggs National Bank of Washington, D. C. does hereby assign without recourse, the within mortgage and debt thereby secured unto The Annapolis Banking & Trust Company.

In witness whereof, The Riggs National Bank of Washington, D. C. has caused this instrument to be executed by J. R. McMullan, its Vice-President and its seal affixed and duly attested by H. P. Bergmann its Assistant Cashier, this 1st day of March, 1949.

The Riggs National Bank of Washington, D. C.

J. R. McMullan
Vice President

ATTEST:
H. P. Bergmann
Assistant Cashier

For value received, The Annapolis Banking & Trust Company does hereby assign without recourse, the within mortgage and debt thereby secured unto The Riggs National Bank.

In witness whereof, The Annapolis Banking & Trust Company has caused this instrument to be executed by Andrew A. Kramer, its President, and its seal affixed and duly attested by G. W. Velenovsky, its Secretary, this 18th day of June, 1947.

The Annapolis Banking & Trust Company

Andrew A. Kramer
President.

G. W. Velenovsky
Secretary.

Assignment
June 19 47 12.00
374 359
Wm H Hopkins Sec
Fwd Rd.

I received for Record 24 Day of March 1949 at 9 o'clock A.M. and the same day recorded in Liber J.H.H., No. 324 Folio 359 Land Records of Anne Arundel County.
Wm H Hopkins Clerk

IN THE MATTER OF THE DEED OF TRUST : IN THE CIRCUIT COURT FOR

FROM THE WILLIAM H. BELLIS CO. :

TO :

O. BOWIE DUCKETT, TRUSTEE. : ANNE ARUNDEL COUNTY

::::::::::::::::::::::: No. 9653 Equity

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of O. Bowie Duckett, Trustee, respectfully represents:

1. That by Deed of Trust dated the 8th day of March, 1949, The William H. Bellis Company, a body corporate, granted, conveyed and assigned unto O. Bowie Duckett, Trustee, all of its estate and property, of every nature, kind and description, real and personal, in possession or in expectancy, with authority to convert the same into money by sale without unnecessary delay for the benefit of creditors of the said grantor.

2. That your Trustee accepted the said trust and gave bond with security for the faithful performance of his trust, whereafter on March 11, 1949, this Honorable Court assumed jurisdiction over the estate and property mentioned in said Deed of Trust and the trust created thereby for the benefit of creditors.

3. That the principal asset of the said The William H. Bellis Company consists of a lot of ground with a frontage of approximately 34 feet on Main Street and a depth of 61 feet, said lot being improved by a 2 story brick building erected thereon and known as 216 Main Street, Annapolis, Maryland.

4. That in order to obtain the highest price possible for said property your Trustee posted "For Sale" signs on said premises and listed the property with numerous real estate agents in the Cities of Annapolis, Baltimore and Washington, and has also contacted many other persons whom he thought might be interested in purchasing said property.

Filed June 2nd 1949

5. That after several months of negotiations your Trustee obtained an offer and executed a Contract of Sale for said premises to Karlton F. Morris and wife for the price of Thirty-one Thousand Dollars ($31,000.00), One Thousand Dollars ($1,000.00) of which has been paid on account with the balance payable in cash on or before June 16, 1949.

6. That your Trustee believes that the price for which the property was sold is fair and adequate and the highest offer he can obtain for said property.

WHEREFORE, your Trustee prays that the sale made and reported herein be finally ratified and confirmed.

Respectfully Submitted,

O Bowie Duckett
Trustee

STATE OF MARYLAND,
CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 31st day of ~~June~~ May 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. BOWIE DUCKETT, Trustee, named in the above Report of Sale and made oath in due form of law that the matters and things stated in the aforegoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

As Withess my hand and Notarial Seal.

Elaine McLendon
Notary Public

ELAINE C. CLENDON NOTARY PUBLIC BALTIMORE, MD.

IN THE MATTER OF THE DEED OF TRUST FROM THE WILLIAM H. BELLIS CO. TO O. BOWIE DUCKETT, TRUSTEE. : : : : : : : :

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

No. 9653 Equity

ORDER

ORDERED this 2nd day of June 1949, by the Circuit Court for Anne Arundel County that the sale of the property mentioned in these proceedings made and reported by O. Bowie Duckett, Trustee, be ratified and confirmed; unless cause to the contrary thereof be shown on or before the 30th day of June, 1949, provided copy of this Order be inserted in some newspaper published in the City of Annapolis once in each of three successive weeks before the 30th day of June, 1949. The report states the amount of the sale to be Thirty-one Thousand ($31,000.00) Dollars.

Benjamin Michaelson
Judge

Filed June 2nd 1949

6/2/49 Copy of the above Received
Evening Capital
Per. Bernard Heinz

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9653 Equity

In The Matter Of The Deed Of Trust From The WILLIAM H. BELLIS CO To O. BOWIE DUCKETT, Trustee.

ORDER

ORDERED this 2nd day of June, 1949 by the Circuit Court for Anne Arundel County that the sale of the property mentioned in these proceedings made and reported by O. Bowie Duckett, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th day of June, 1949, provided copy of this Order be inserted in some newspaper published in the City of Annapolis once in each of three successive weeks before the 30th day of June, 1949. The report states the amount of the sale to be Thirty-one Thousand ($31,000.00) Dollars.

BENJAMIN MICHAELSON,
Judge.

True Copy, TEST:
JOHN H. HOPKINS, 3rd. Clerk.
Jn-17

Filed July 5, 1949.

OFFICE OF LIBER 71 PAGE 520

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 5, 1949

We hereby certify, that the annexed Notice of Sale - Eq. #9653 Wm. H. Bellis Co. by Trustee O. Bowie Duckett

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 June, 1949. The first insertion being made the 3rd day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

8

IN THE MATTER OF THE DEED OF TRUST	:	IN THE CIRCUIT COURT
FROM THE WILLIAM H. BELLIS	:	FOR
COMPANY TO O. BOWIE DUCKETT, TRUSTEE	:	ANNE ARUNDEL COUNTY
		# 9653

FINAL ORDER OF RATIFICATION

ORDERED by the Circuit Court for Anne Arundel County this 5th day of July, 1949, that the sale made and reported by the Trustee aforesaid be, and 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 is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the auditor.

Benjamin Nicholson
Judge

Filed July 5th 1949.

In the Matter of the	*	IN THE CIRCUIT COURT
Deed of Trust from		FOR
	*	
William H. Bellis & Co.		ANNE ARUNDEL COUNTY
to	*	No. 9653 Equity
O. Bowie Duckett, Trustee		
	*	

***

CLAIM OF VANGUARD MILITARY
EQUIPMENT COMPANY OF N.Y.

To the Honorable, the Judges of said Court:

Vanguard Military Equipment Company, by Noah A. Hillman its Solicitor, herewith files its claim, as unsecured creditor of The William H. Bellis Company, and prays that the same be allowed in order of its priority:

Invoice #	31480	9/29/48	$ 15.35
"	33044	11/12	32.19
"	33328	11/22	2.67
"	33584	11/30	26.44
"	33631	12/1	16.74
		Total	$ 93.39

Noah A. Hillman
Solicitor for Claimant

ORDER OF COURT

Ordered, this 14th day of July, 1949 by the Circuit Court for Anne Arundel County, that the Claim of Vanguard Military Equipment Company be allowed by the Auditor of this Court, in order of legal priority and subject to usual exceptions.

Benjamin Michaelson
Judge

Filed July 14, 1949.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

DOUBLE PROBATE—NOTARY.—38 LIBER 71 PAGE 523 The Daily Record Co. Print, Baltimore, Md.

STATE OF ~~MARYLAND~~ NEW YORK, County of Bronx, to wit:

On this 11 day of July, A. D. 19 , before me the subscriber, a Notary Public of the State of Maryland, in and for said Samuel Weisberg, personally appeared ✓ member of the firm of Vanguard Military Equipment Company consisting of himself and Abe Gershen - Bernard Gershen and made oath in due form of law, that he believe the money, goods, merchandise, effects or chattels, charged in the annexed itemized account, were bona fide delivered as charged, and that to the best of his knowledge and belief the amount charged is due; and that he keeps regular books of account and the keeping of such books of account is under the supervision of the affiant, and that entries in such books of account made in the regular course of business show that the defendant is indebted for $ 93.39 , and that the firm has not, to the best of 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

; nor has it received any security for the same; and that the amount charged and claimed is justly due according to the best of his knowledge and belief. And further the affiant states that the defendant is not in the Military Service as defined in the Soldiers and Sailors Relief Act of 1940.

And on the 11 day of July, A. D. 19 , also personally appeared Jeanette Busman, ~~Clerk~~ Bookkeeper of Vanguard Military Equipment Company, 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 The Wm. H. Bellis Company and at the prices therein charged and that the said The Wm. H. Bellis Company assumed to pay for the same.

WITNESS my hand and official seal.

MANNIE KLEIN
Notary Public in the State of New York
Residing in Bronx County
Bronx Co. Cl's No. 207, P.O. No. 355-K
N.Y. Co. Cl's No. 1001, Reg. No. 889-K
Commission Expires Mar. 30, 1950

Notary Public.

Affidavit of Vanguard Military Equipment Company of New York

IN THE MATTER OF THE DEED OF TRUST * IN THE CIRCUIT COURT FOR

FROM THE WILLIAM H. BELLIS COMPANY *

TO *

O. BOWIE DUCKETT, TRUSTEE * ANNE ARUNDEL COUNTY

* * * * * * * * #9653 Equity

TRUSTEE'S PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of O. Bowie Duckett, Trustee, respectfully represents:

1. That by Deed of Trust dated the 8th day of March, 1949, The William H. Bellis Company, a body corporate, granted, conveyed and assigned unto O. Bowie Duckett, Trustee, all of its estate and property, of every nature, kind and description, real and personal, in possession or in expectancy, with authority to convert the same into money by sale without unnecessary delay for the benefit of creditors of the said grantor.

2. That your Trustee accepted the said trust and gave bond with security for the faithful performance of his trust, whereafter on March 11, 1949, this Honorable Court assumed jurisdiction over the estate and property mentioned in said Deed of Trust and the trust created thereby for the benefit of creditors.

3. That the principal assets of the said The William H. Bellis Company consists of a lot of ground with a frontage of approximately 34 feet on Main Street and a depth of 61 feet, said lot being improved by a 2 story brick building erected thereon and known as 216 Main Street, Annapolis, Maryland.

4. That in order to obtain the highest price possible for said property your Trustee posted "For Sale" signs on said premises and listed the property with numerous realestate agents in the Cities of Annapolis, Baltimore, and Washington, and has also contacted many other persons whom he thought might be interested in purchasing said property.

5. After several months of negotiations your Trustee obtained an offer and executed a contract of sale to Karlton F. Morris and wife

Filed July 21st. 1949.

11

for the price of Thirty-one Thousand ($31,000.00) Dollars which sale has been duly ratified by this Honorable Court. That said sale was effected by your Trustee by reason of a favorable financial contract arranged by him between the Annapolis Banking & Trust Company and the purchaser Morris. That by reason of your Trustee's services the estate was saved the expenses of the customary real estate agent's commission.

6. That in addition to consummating the aforesaid sale of real estate your Trustee has sold the furniture, office equipment, materials, uniforms, etc. of the debtor amounting to approximately Twenty-five Hundred ($2500.00) Dollars and has advised the debtor on various tax and insurance matters, located a large number of customers of the debtor formerly in the naval service and now living in various parts of the country, after which he collected their accounts, returned their uniforms, etc.

7. That your Trustee has performed all legal services related to this proceeding with the exception of the services rendered by John G. Rouse, Jr. for which he was charged a nominal fee of One Hundred ($100.00) Dollars.

8. That the Annapolis Banking and Trust Company, the largest creditor herein, as agreed to the Trustee's commission of five percent (5%) in this case plus a counsel fee of One Hundred ($100.00) Dollars to John G. Rouse, Jr.

WHEREFORE, your Trustee prays that he be allowed a commission of 5% on sales and collections in lieu of all other commissions and that John G. Rouse, Jr., Esq. be allowed a counsel fee of One Hundred ($100.00) Dollars subject to the usual exceptions.

AND, as in duty bound, etc.

O Bowie Duckett

O. Bowie Duckett, Trustee

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 20th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. BOWIE DUCKETT, Trustee and made oath in due form of law that the matters and facts set forth in the aforegoing Trustee's Petition are true and correct to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

CERTIFICATE OF COUNSEL

We, the undersigned, Members of Anne Arundel County Bar, hereby certify that we have read and considered the aforegoing Petition and are of the opinion that O. Bowie Duckett, Trustee, should be allowed commissions of 5% and that John G. Rouse, Jr., attorney for Trustee, counsel fee of $100.00 which in our opionion is fair and reasonable for the services herein mentioned.

Richard E. Lankford

Matthew S. Crane

IN THE MATTER OF THE DEED OF TRUST	*	IN THE CIRCUIT COURT FOR
FROM THE WILLIAM H. BELLIS COMPANY	*	
TO	*	
O. BOWIE DUCKETT, TRUSTEE	*	ANNE ARUNDEL COUNTY.

* * * * * * No. 9653 Equity

O R D E R

Upon the aforegoing Petition and Affidavit and Consent of the Annapolis Banking & Trust Co., it is this 28th day of July, 1949 ORDERED by the Circuit Court of Anne Arundel County that O. Bowie Duckett, Trustee, be and he is hereby allowed a commission of 5% on all sales and collections in lieu of all other commissions in the above entitled cause, and that John G. Rouse, Jr., be allowed a counsel fee of $100.00 for services rendered to the Trustee, subject to the usual exceptions.

Benjamin Michaelson
Judge

Filed July 28th 1949.

12

IN THE MATTER OF THE DEED OF TRUST	*	IN THE CIRCUIT COURT FOR
FROM THE WILLIAM H. BELLIS COMPANY	*	ANNE ARUNDEL COUNTY
TO	*	
O. BOWIE DUCKETT, TRUSTEE.	*	9653 EQUITY

* * * * * * *

TRUSTEE'S REPORT OF SALE OF PERSONALTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The report of O. Bowie Duckett, Trustee, appointed by a Decree of this Court passed in the above entitled cause dated the 11th day of March, 1949, of the sales of personal property and collections made by him from March 11, 1949 to July 15, 1949, respectfully represents:

1. Your Trustee reports that he has sold the following property at private sale as follows, which amounts were the highest offer he could obtain for said property, terms of said sale being cash:

3-24-49	uniform	Commander Court	$49.29	$49.29
3-25-49	two suits	Boyd Farenholt	229.50	229.50
4-8-49	coat	Robert M. Eggleston	15.00	15.00
4-15-49	3 yds. of goods		16.09	16.09
4-18-49	material	George W. Baker, Jr.	66.00	66.00
4-30-49	material	T. Rawlings	12.00	
	deposit on table	E. Johnson	10.00	
	material	St. Clare Ellis	20.00	
	material	M. E. Smith	10.00	
	material	M. E. Smith	8.00	
	2 coat hooks		1.50	
	suit	M. C. Stockwell	82 .00	
	trousers	William Clark	21.00	164.50
5-5-49	material	Harry Parkhurst	12.24	
	material	Captain Martin	9.00	21.24
5-14-49	3 bolts of goods		30.00	
	marks and buttons		5.25	
	Lucky Bags	Captain P. V. Weems	50.00	
	steel file	C. G. Halpine	15.00	
	deposit on mirror	M. Steel	6.00	106.25
5-21-49	table and chair	C. G. Halpine	5.00	
	1 pr. marks		3.00	
	bal. on mirror	M. Steel	6.00	
	belt		.50	
	typewriter	Shawn	25.00	
	2 prs. trousers	Miller	7.00	
	white trousers	Baker	2.00	48.50

Filed July 28, 1949.

13

5-21-49 (con't)	belt		1.00	
	shirt		1.50	
	coat		9.00	
	glass cabinet	Annapolis Yacht Club	20.00	
	1 bolt cloth		10.00	
	adding machine		20.00	61.50
5-27-49	trousers		5.75	
	belt		.50	
	uniform	Captain Rice	103.00	
	coat	William Strohm	23.00	132.25
6-4-49	merchandise		4.75	
	belt		.50	
	cloth	Mrs. French	16.00	
	suit	Admiral H. Hill	89.00	110.25
6-11-49	table	K. F. Morris	40.00	
	side cabinet	"	20.00	
	flat top desk	"	20.00	80.00
6-18-49	cap and device	Baker	6.75	
	cloth		6.00	
	1-3/4 yds flannel		4.00	
	cloth		39.00	
	cloth		95.00	
	merchandise		3.50	
	merchandise		7.00	
	rain coat		41.00	
	coat	O'Donnell	43.00	
	merchandise		7.50	252.75
6-28-49	1 roll top desk	Morris Mogul	10.00	
	8 chairs	"	15.50	
	1 oak bench	"	5.00	
	9 jumbo steel files	"	135.00	
	5 d.d. steel cabinets	"	40.00	
	1 coat tree	"	1.00	
	1 large wall case	"	15.00	
	1 old sewing machine	"	5.00	
	1 wall case	"	10.00	
	1 safe	K. F. Morris	25.00	
	3 paper racks	"	5.00	
	2 old electric fans	"	5.00	
	1 water cooler	"	1.00	
	1 hand vacuum cleaner	"	2.00	
	trimming	Beaufort	100.00	
	2 pr. khaki trousers		6.00	
	1 chair		2.50	
	merchandise		3.00	
	1 pr. white trousers		6.00	
	1 white blouse and trousers		9.00	
	merchandise		2.50	
	1 raincoat	Overman	10.00	
	1 hat cover		1.00	
	1 collar bars	Phoebus	.70	
	90 yds. cloth) @ $1.15)	Morris Mogul	103.50	
	linings		60.00	578.70

7-6-49	uniform	Henry Chicronne	12.00		
	uniform	Myers	35.00		
	white blouse and) trousers)		8.00		
	merchandise		5 .00		
	merchandise		17.00		
	mirror		10.00		
	merchandise		3.00		
	merchandise		2.00		
	table and mirror	Housely	25.00		
	table		20.00		
	merchandise		6.00		
	buttons		.25	143.25	2,075.07

2. And that he has made the following collections:

3-24-49	Commander Henry	70.00	70.00	
3-25-49	Frank Baker	25.00	25.00	
4-15-49	E. D. Rollins	12.26		
	V. D. French	2.00		
	Trail Fowble	3.00	17.26	
5-5-49	Frank Baker	25.00		
	C. M. Hubbard	20.00	45.00	161.63
6-11-49	Ulle	4.37	4.37	

3. And that he has received the following income from repairs and alterations:

3-25-49	Jean Lane	5.50	5.50	
4-5-49	M. Miller	2.50		
	Rita F. Kite	12.45		
	L. A. Fleet	7.50	22.45	
4-18-49	C. C. Hoffner	7.34		
	C. Morris	2.00		
		7.56	16.90	
5-5-49		2.00	2.00	
5-14-49	C. Halpine	8.00		
		2.00		
		2.50	12.50	
5-21-49		3.00		
		.80		
		3.30		
		12.50	19.60	
6-4-49	Carter	6.00	6.00	
6-18-49		4.00		
		11.50		
		1.00	16.50	101.45

4. And that he has collected the following tax:

4-30-49	sales tax	2.30	2.30	
6-18-49	federal tax and social security	47.59	47.59	
6-28-49	sales tax	.76	.76	50.65

5. And the following monies were collected for postage and packing:

5-14-49	Captain Robert Morris	2.00		
	J. M. Matterson	1.00	3.00	
5-21-49	Madison	1.00		
		3.00	4.00	
6-11-49	Cobb	1.00	1.00	
7-6-49	Lind	1.00	1.00	9.00
			TOTAL:	2397.80

Respectfully Submitted,

O. Bowie Duckett

O. Bowie Duckett, Trustee

STATE OF MARYLAND,

CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 27th day of July, 1949, before me, the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared O. BOWIE DUCKETT, TRUSTEE, named in the above report of sale and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief and that the property therein mentioned was sold for the highest offer he could obtain and that he believes that the price for which same was sold was a fair and adequate one.

As Witness my hand and Notarial Seal.

Elaine McLendon

Notary Public

In the Case of

In the Matter of the Deed of Trust
from
The William H. Bellis Company
to ~~vs~~

O. Bowie Duckett,
Trustee

In the
Circuit Court
For
Anne Arundel County
No. 9653 Equity

To the Honorable, the Judges of said Court:

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

August 8, 1949

All of which is respectfully submitted.

Laura R. Jackling
Auditor

Dr. In the Matter of the Deed of Trust from The William H. Bellis Company to O. Bowie Duckett, Trustee — in ac.

To Trustee for Commissions - 5% of $33,397.80, as per order of 7/28/49, viz:	1,669	89	1,669	89
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	75		
Jos. C. Deegan - Sheriff's costs		75		
Auditor - stating this account	67	50	105	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - notice to creditors	5	00		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	5	00		
New Amsterdam Casualty Co. - bond premium	300	00		
John G. Rouse, Jr. - fee for legal services (Order of 7/28/49)	100	00		
One-half Federal revenue stamps	17	05		
One-half State revenue stamps	17	05		
Elaine McLendon - notary fees	2	00		
Clerk of Court - recording deed of trust	2	50	453	60
To Trustee for Taxes, viz:				
1948 State & County taxes (real estate)	145	51		
1949 State & County taxes (real estate)	154	07		
1947 State & County taxes (personal)	43	45		
1948 State & County taxes (personal)	37	89	380	92
1947 City of Annapolis taxes (real estate)	141	37		
1948 City of Annapolis taxes (real estate)	133	73		
1947 City of Annapolis taxes (corporation)	80	76	462	27
1948 City of Annapolis taxes (corporation)	95	82	451	68
			1061	
To Trustee for Benefit Charges, viz:				
Annapolis Water Co. - water to 3/31/49	10	60		
Annapolis Water Co. - water to 6/30/49	5	03	15	63
To Trustee for Expense of Operation, viz:				
Mary E. Housely - services as seamstress	359	74		
Isaac Johnson - janitor service	118	80		
Materials purchased	209	48		
Collector of Internal Revenue - social security	4	49		
State Comptroller - Maryland sales tax	1	76	694	27
To Annapolis Banking & Trust Co., mortgagee, in full for mortgage claim filed, viz:				
Principal -	8,500	00		
Interest from 8/14/48 to 7/5/49	380	10		
Recording release		75	8,880	85
To Annapolis Banking & Trust Co., judgment creditor - proceeds of sale of personalty levied on in #35 Judicials, April Term, 1949 (Report of Sale of personalty filed 7/28/49)	2,075	07	2,075	07

To Annapolis Banking & Trust Co., judgment creditor, in full for claim filed in #1534 Law, viz:				
Debt	3,000	00		
Interest from 10/19/48 to 7/5/49 @ 5%	108	19		
Court costs	14	50		
Attorney's collection fee	300	00		
Clerk - entering satisfied		50	3,423	19 ✓
To Annapolis Banking & Trust Co., judgment creditor, in full for claim filed in #1535 Law, viz:				
Debt	12,000	00		
Interest from 9/30/48 to 7/5/49 @ 5%	463	61		
Court costs	14	50		
Clerk - additional costs - fi. fa.	2	50		
Attorney's collection fee	1,200	00		
Sheriff's costs (levy)	361	20		
Clerk - entering satisfied		50		
	14,042	31		
CR. Proceeds of sale of personalty heretofore allowed on account	2,075	07		
Balance due			11,967	24 ✓
To Annapolis Banking & Trust Co., judgment creditor - on account claim filed in #1536 Law, viz:				
Debt	7,000	00		
Interest from 10/13/48 to 7/5/49 @ 5%	258	38		
Court costs	14	50		
Attorney's collection fee	700	00		
	7,972	88		
Balance in hands of Trustee	3,357	85	3,357	85 ✓
			33,475	19

with O. Bowie Duckett, Trustee Cr.

1949						
July	5	Proceeds of Sale of Real Estate	31,000	00	31,000	00
		Refund 1949 State and County taxes ($154.07 - adj. to 7/5/49)	77	39	77	39
		Proceeds of Sale of Personalty, as shown by Report filed 7/28/49	2,075	07	2,075	07
		Open accounts collected by Trustee as shown by Report filed 7/28/49	161	63	161	63
		Income received by Trustee from operation of business (repairs and alterations, as shown by Report filed 7/28/49	101	45	101	45
		Amount collected by Trustee for Federal, Social security and withholding taxes	47	59		
		Amount collected by Trustee for Maryland sales taxes	3	06	50	65
		Amount collected by Trustee for postage and packing	9	00	9	00
					33,475	19

ORDER NISI

In the Matter of the Deed of Trust from The William H. Bellis Company to ~~VERSUS~~ O. Bowie Duckett, Trustee

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9653 Equity.

Filed August 16, 1949

ORDERED, This 16 day of August, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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. 15

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this ..... day of ....., 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

IN THE MATTER OF THE DEED OF TRUST FROM THE WILLIAM H. BELLIS COMPANY TO O. BOWIE DUCKETT, TRUSTEE.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND. IN EQUITY NO. 9653 DOCKET NO. 13 FOLIO NO. 339

Exceptions To Ratification of Auditor's Account By The Safe Deposit And Trust Company of Baltimore, Trustee Under The Will of Nicholas H. Green.

The Safe Deposit And Trust Company, of Baltimore, Trustee Under The Will of Nicholas H. Green, a judgment creditor of The William H. Bellis Company, whose claim was filed in this cause on May 13th, 1949, by James G. Woodward, its Attorney, excepts to the ratification of the Auditor's Account heretofore filed in this cause, for the reasons following:

First: That in stating the Account in this cause, the Auditor has allowed as prior claims and for prior payment three claims of the Annapolis Banking and Trust Company which claims arise respectively on three judgments this creditor had recovered against the insolvent debtor corporation, one having been recovered in a law case filed in the Circuit Court of Anne Arundel County and known as No. 1534 Law, one having been recovered in a case filed in said Court and known as No. 1535 Law, and the third having been recovered in a case filed in the said Court and known as No. 1536 Law, all three judgment claims having been filed herein as shown by the proceedings in this cause, the allowance by the Auditor of the aforesaid three judgment claims as prior claims having resulted in full payment being allowed to the judgment claims of this creditor as to the two judgments entered in Law Case No. 1534 and Law Case No. 1535, and having resulted in part payment being allowed to the judg=

Filed Sept. 15, 1949.

16

ment entered in favor of this creditor in Law Case No. 1536, with the result that no payment whatsoever is allowed to the claims, as filed herein, of other creditors, whereas, as a matter of law and equity, the aforesaid three judgment claims of The Annapolis Banking and Trust Company were not and are not entitled to any priority in payment whatsoever to and over the claims, filed herein, of other creditors, for the reason that the aforesaid three judgments were not entered more than three (3) months before the date on which the insolvent corporation executed a Deed of all of its property and assets to the Trustee for the benefit of its creditors, the said insolvent corporation having executed the said Deed to the Trustee, for the benefit of its creditors, on the 8th day of March, 1949, and each of the aforesaid law cases in which the respective judgments of The Annapolis Banking and Trust Company were obtained having been filed on February the 10th, 1949.

Second: That the aforesaid three judgment claims of The Annapolis Banking and Trust Company have been allowed by the Auditor for prior payment, when all of the said three judgments are, respectively, invalid, as the same are not entered in a manner which is legally correct, and are for an incorrect amount, in that each of the said three judgments are entered to carry interest on the principal debt of each from a day prior to the day on which said judgments are entered.

Three: And for other reasons to be assigned at the hearing of this cause.

James L. Woodward,
Attorney for the Safe Deposit And Trust Company of Baltimore, Trustee Under The Will of Nicholas H. Green.

I hereby certify that on this 15th day of September, 1949, I mailed a copy of the aforegoing Exceptions to the Trustee in this Cause, O. Bowie Duckett, Esquire, at his office in the Munsey Building, Baltimore 2, Maryland; and that on the same day I mailed a copy of the aforegoing Exceptions to William W. Townshend, Esquire, at his offices in the Towns-Worth Building, South Street, Annapolis, Maryland, he being the counsel to The Annapolis Banking And Trust Company.

James H. Woodward
Attorney for the Safe Deposit
And Trust Company of Baltimore,
Trustee Under The Will of Nicholas H. Green.

IN THE MATTER OF	*	IN THE
THE DEED OF TRUST	*	CIRCUIT COURT
FROM	*	FOR
THE WM. H. BELLIS COMPANY	*	ANNE ARUNDEL COUNTY
TO	*	
O. BOWIE DUCKETT, TRUSTEE	*	No. 9653 Equity

* *

EXCEPTIONS TO AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

C. Oliver Smith, Claimant and Petitioner in this cause, respectfully prays leave to except to the ratification of the Auditor's Account stated and filed herein:

1. For that the said C. Oliver Smith has filed in this cause a petition for the allowance of compensation for his services to the Trustee herein upon which petition this Honorable Court has been prayed to pass an Order to show cause.

2. For that the said C. Oliver Smith might have the protection of his interests to the fullest extent, if the ratification of the said account is held in abeyance pending the determination of the matters set forth in his said petition.

AND as in duty bound, etc.

Edward G. Kemp

Solicitor for the Petitioner
The Townsworth Building
Annapolis, Maryland

Filed Sept. 17, 1949.

17

I hereby certify that on this 17th day of September, 1949, I mailed a copy of the aforegoing Exceptions to the Trustee in this Cause, O. Bowie Duckett, Esquire, at his office in the Munsey Building, Baltimore 2, Maryland; and that on the same day I mailed a copy of the aforegoing Exceptions to William W. Townshend, Esquire, at his offices in the Townsworth Building, South Street, Annapolis, Maryland, he being the counsel to the Annapolis Banking and Trust Company.

Edward G. Raney
Solicitor for the Petitioner
The Townsworth Building
Annapolis, Maryland

ORDER NISI
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 9653 Equity
In The Matter Of The Deed Of Trust From The WILLIAM H. BELLIS COMPANY To O. BOWIE DUCKETT, Trustee.

Ordered, this 10th day of August, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17th 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 17th day of September next.

JOHN H. HOPKINS, 3rd. Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd. Clerk.
a-31

OFFICE (

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 20, 1949

We hereby certify, that the annexed
Order Nisi Eq #9653
Auditors Account

Wm. H. Bellis Co.

was published in

Evening Capital 1

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

THE CAPITAL-GAZETTE PRESS, INC.
By R. L. Brown 18

Filed Nov. 18, 1949.

No. E. C. 1604

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the	)(	No. 9653	Equity
Deed of Trust from	)(		
The William H. Bellis Co.,	)(		
to	)(		
O. Bowie Duckett,	)(		
Trustee	)(		

ORDER OVERRULING EXCEPTIONS AND RATIFYING AUDITOR'S ACCOUNT

Filed Nov. 18 - 1949

The exceptions of C. Oliver Smith and of the Safe Deposit and Trust Company of Baltimore, Trustee under the Will of Nicholas H. Green, deceased, to the ratification of the Auditor's Account filed herein on August 16, 1949, coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this seventeenth day of November, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said exceptions be, and the same are hereby, overruled, and that said Auditor's Account be, and the same is hereby, finally ratified and confirmed, no good cause to the contrary having been shown although the order nisi heretofore passed thereon appears to have been duly published.

JUDGE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IN THE MATTER OF THE DEED OF TRUST FROM THE WILLIAM H. BELLIS COMPANY TO O. BOWIE DUCKETT, TRUSTEE.	:	NO. 9656 EQUITY

:::::::

M E M O R A N D U M

On March 8, 1949, The William H. Bellis Company, a corporation which had for many years conducted a tailoring business in Annapolis, hereinafter called the "Corporation", executed a deed of trust to O. Bowie Duckett for the benefit of its creditors. This deed was recorded and Mr. Duckett filed his bond as required by law on March 11, 1949, and this court, thereupon, assumed jurisdiction of the administration of said trust. At this time, the Corporation's real estate was subject to a mortgage held by the Annapolis Banking and Trust Company, hereinafter called the "Trust Company", dated August 14, 1946, originally given for nine thousand dollars ($9000.00), but reduced to eighty-five hundred dollars ($8500.00), and three judgments by confession entered by said Trust Company against it February 10, 1949, for three thousand dollars ($3000.00), twelve thousand dollars ($12000.00), and seven thousand dollars ($7000.00), respectively, with interest, costs, attorney fees, etc. A writ of fieri facias had, on March 6, 1949, been issued on the judgment for twelve thousand dollars ($12000.00), and placed in the hands of the Sheriff of Anne Arundel County, who had, in virtue thereof, levied on all the Corporation's fixtures, furniture, stock of goods and other personal effects.

The trustee took possession of the Corporation's property and business, and proceeded to liquidate it, and realized thirty-three thousand four hundred seventy-five and 19/100ths dollars ($33,475.19) therefrom. The auditor, in

Filed Dec. 1 1949

20

stating her account, after charging the trustee with this and allowing him for his commissions, expenses and so forth, distributed the net balance to the Trust Company, first, in satisfaction of its mortgage, and, then, on account of its judgments. Two of the judgments were paid in full, but there remains a balance of about forty-six hundred dollars ($4600.00) on the judgment for seven thousand dollars ($7000.00). The Safe Deposit and Trust Company of Baltimore, as trustee under the last will and testament of Nicholas H. Green, deceased, and C. Oliver Smith, excepted to the ratification of this account. The other creditors are, apparently, satisfied. After a hearing had on November 17, 1949, I overruled the exceptions filed as aforesaid and ratified said account. I, now, record my reasons.

(1) First, as to the exceptions filed by the Safe Deposit and Trust Company of Baltimore, trustee as aforesaid. The claim of this creditor is based on a judgment by confession entered by it against the Corporation April 11, 1949, for eighteen hundred fourteen and 07/100ths dollars ($1814.07), with interest from date and so forth. As this judgment was not entered until after the deed of trust had been recorded, and the bond given, it was not a lien on the Corporation's real estate. The date when the debt was incurred does not appear, but, as it was evidently being carried as an asset of Judge Green's estate, I presume it was of long standing. The grounds assigned in its exceptions are (1) that the three judgments of the Trust Company entered February 10, 1949, were unlawful preferences under the State's Insolvent Laws, and (2) that said judgments were not entered for the correct amounts.

The difficulty about declaring said judgments unlawful preferences is that neither the exceptant, nor any

other creditor, proceeded against the Corporation as an insolvent debtor under either the Federal Bankruptcy Law or the provisions of Article 23, sections 97 to 99, both inclusive, of Flack's Annotated Code, so that this court lacks the power to declare said judgments unlawful preferences. There is no allegation here that there was any actual fraud in the making of the deed of trust, or in the entry of said judgments by confession, nor any attempts made to establish any such actual fraud. I am, accordingly, not concerned with the Statute of Elizabeth or the Uniform Fraudulent Conveyances Act. I am only concerned with the legal effect of that deed of trust and those judgments as they appear on the record. Apart from the provisions of the insolvent laws, and the terms of Article 23, section 99, the mere fact that a corporation debtor is insolvent will not prevent it from securing a preexisting creditor by giving to the latter a priority over other creditors, if the transaction be made in good faith, upon a valid consideration and without a fraudulent intent (Poe's Practice, Fourth Edition, § 807, and the authorities there cited). But, here, as heretofore stated, no fraud, in fact, is even alleged nor attempted to be proved. If this exceptant wished to attack these judgments as unlawful preferences, it should have filed a petition against the Corporation under the provision of Article 23, § 97 and had it determined "to be insolvent" either on its own admission or on proof. In no other way, as I read the authorities, can it hope, in the State courts, to set aside or avoid a prohibited preference (Hughes vs. Hall, 118 Maryland 673, 680; Mowen vs. Nitch, 82 Maryland 685, 687). While deeds of trust for the benefit of creditors may become unlawful when they, on their face, disclose a fraudulent intent, or when facts are established which show that they are,

in fact, fraudulent, there is nothing before me, in this case, indicating anything like that.

This exceptant did not, at the argument, press its second ground, but, in any event, I do not see anything therein. The Trust Company, when entering its judgments, did not calculate interest to the date of entry, and add that to the principal of the notes, and enter judgment for the total with interest from the date of judgment, as it had the right to do and as the Code prescribes shall be done (Article 26, Section 22), but entered the judgments for the face amount of the notes with interest from the time they began to bear interest. This was nothing but an irregularity which the court would, on motion, have corrected. (Anders vs. Devries, 26 Maryland 222, 227; Article 26, § 15). It does not render the judgments void. No one was hurt by the method of entry except the Trust Company. If it had computed interest to the date of the judgments, and added that to the principal, and had the judgments entered for the total, it would have been able to charge interest on the total, thus, in a small way, compounding interest.

(2) Mr. Smith, the other exceptant, had, for some years, prior to the making of the deed of trust, been the president and manager of the Corporation. His claim is in the amount of twenty-eight hundred sixty-six and 81/100ths dollars ($2866.81) based on (a) a note for fifteen hundred dollars ($1500.00) with interest from March 2, 1945, (b) money alleged to have been paid by him for the Corporation at its request in the amount of six hundred ninety-one and 81/100ths dollars ($691.81), and (c) his salary as manager for fifteen weeks at forty-five dollars ($45.00) a week. In his exceptions, he seems to have abandoned this claim, but asserts that between March 11, 1949, and August 11, 1949, he performed certain services for the benefit of the trust

estate, and thinks he should be paid therefor. What I have already said, in connection with the claim of the other exceptant, disposes of the first two items of his claim. He was the president and manager of the Corporation, and so his claim for services rendered prior to the making of the deed of trust does not come within the purview and meaning of section 15 of Article 47 of the Code, and cannot be allowed. (See Perkins vs. Barr, 126 Maryland 94). That disposes of the third item.

Any allowance to Mr. Smith out of this trust fund for services rendered by him after the making of the deed of trust would depend on whether his services were necessary, and a number of other things. This trust was being administered under the supervision of this court, and, if the trustee felt that Mr. Smith's services were necessary, he should have filed a petition setting up the necessity and procured an order authorizing the employment. He did not do that. I understand from the letters produced and read at the hearing that Mr. Duckett did take up the matter with Judge Michaelson, informally, and was advised by him that he would not authorize the employment of Mr. Smith without the consent of the principal creditor, namely, the Trust Company. Nothing more was done. In view of that, I do not feel that I should, now, make any allowance to Mr. Smith. In any event, there is nothing before me indicating the necessity for, nor the extent of, his services.

It was, also, suggested that the trustee had, since the statement of the account now under consideration, taken in a little more money, and that Mr. Smith might be compensated out of that. That is not before me at this time, and I cannot, and do not, pass thereon.

1 December 1949

Jon Cook

Judge.

IN THE MATTER OF THE DEED OF TRUST	*	IN THE CIRCUIT COURT FOR
FROM THE WILLIAM H. BELLIS CO.	*	
TO.	*	ANNE ARUNDEL COUNTY
O. BOWIE DUCKETT, TRUSTEE.	*	9653 - EQUITY

* * * *

TRUSTEE'S PETITION TO RELEASE BOND

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of O. Bowie Duckett, Trustee, respectfully represents:

1. That on March 11, 1949, your Trustee accepted the above trust and gave bond for Thirty Thousand ($30,000) Dollars with the New Amsterdam Casualty Company for the faithful performance of his trust.

2. That on August 8, 1949, the Auditor of this Court submitted her account showing collections and disbursements of $33,475.19. Said account was duly ratified and confirmed and your Petitioner has distributed the proceeds as set forth in said account.

3. That your Petitioner since the stating of said account has made a number of small collections totaling approximately Four Hundred ($400.00) Dollars for which he is now ready to state a final account.

4. Your Petitioner believes that due to the small amount of additional assets collected that it is unnecessary to continue his bond in force which would necessitate payment of an additional annual premium of $300.00.

WHEREFORE, your Petitioner prays that the within bond be released.

AND, as in duty bound, etc.

O Bowie Duckett
O. Bowie Duckett, Trustee

Filed March 10, 1950.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 8th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared O. BOWIE DUCKETT, TRUSTEE, and made oath in due form of law that the matters and facts as above set forth are true and correct to the best of his knowledge, information and belief.

As Witness my hand and Notarial Seal.

Elaine McLendon
Notary Public

NOTARY PUBLIC BALTIMORE, MD.

ORDER

Upon the aforegoing Petition and Affidavit it is this 10th day of March, 1950, ORDERED by the Circuit Court of Anne Arundel County that O. Bowie Duckett, Trustee, be and he is hereby authorized not to renew the bond mentioned in the aforegoing Petition and that said bond is hereby released.

Benjamin Michaelson
Judge

Filed March 10th 1950.

IN THE MATTER OF THE DEED OF TRUST	*	IN THE CIRCUIT COURT FOR
FROM THE WILLIAM H. BELLIS CO.	*	ANNE ARUNDEL COUNTY
TO.	*	
O. BOWIE DUCKETT, TRUSTEE	*	9653 - EQUITY

* * * * * * *

FINAL REPORT OF O. BOWIE DUCKETT, TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

O. Bowie Duckett, Trustee, appointed by a Decree of this Court on March 11, 1949 herewith submits his final report showing collections and disbursements since his original report of July 28, 1949:

RECEIPTS

8/8/49	Stowe-Miller	5.00	
	Bencher-Miller	11.00	
	2 Rugs	4.00	
	Bowers suit	16.00	
	Marker	1.00	
	Uniform	28.00	
	Fauble	3.00	
	White blouse	3.00	
	Hanger	.25	
	Baker, on account	25.00	
	Jacobs & Sons	6.42	
	Coat & trousers	10.00	
	Hafferman, on account	39.94	
	Miscellaneous	8.50	
	Table	5.00	
	Buffman (in full)	38.87	
	J. W. Graham	19.00	
	Sales Tax Collected	13.20	$237.18
8/25/49	Annapolis Banking & Trust Co. (cabinets)	60.00	
	Annapolis Banking & Trust Co. (coat tree)	5.00	
	Glickman, repairs	31.29	
	A. H. Allen, blouse	10.00	
	Repairs	1.00	
	Markers	1.00	
	Old uniforms to Paul Edel, costumer	50.00	158.29
8/30/49	Uniforms	40.00	40.00
1/5/50	Lt. G.W.Baker, uniform	10.00	
	Cpt. Groseclose, trousers	4.00	
	Francis Brewster, suit & trousers	12.00	
	Cpt. J.D. Whitfield, on account	50.00	76.00
1/17/50	J. D. Whitfield, in full	125.04	
	Baker	10.00	135.04
			$ 646.51

Filed March 27, 1950

22

DISBURSEMENTS

7/5/49	Mary E. Housely, wages	10.24	
7/26/49	Charles F. Lee, insurance due under trusteeship	35.41	
8/5/49	State Tax Commission, franchise tax	22.50	
8/5/49	Comptroller of the Treasury, sales tax	28.98	
2/20/49	Refund to Admiral Felix Johnson, money on deposit	44.32	
2/20/49	Consolidated Gas, Electric, Light & Power Company, incurred during trusteeship	32.45	$173.90

Respectfully submitted,

O Bowie Duckett

In the Case of

In the Matter of the Deed of Trust
from
The William H. Bellis Company
vs.
to
O. Bowie Duckett, Trustee

In the
Circuit Court
For
Anne Arundel County
No. 9653 Equity

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 29, 1950

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Dr. In the Matter of the Deed of Trust from The William H. Bellis Company to O. Bowie Duckett, Trustee in ac.

To Trustee for Commissions, - 5% of $646.51, as per Order of 7/28/49, viz:	32	33	32	33
To Trustee for Court costs, viz:				
Auditor - stating final account	13	50	13	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - Order nisi (acct)	5	00	5	00
To Trustee for Expense of Operation, viz:				
Mary E. Housely - services to 7/5/49	10	24		
Chas. F. Lee & Co. - fire insurance premium due 7/28/49	35	41		
State Tax Commission - franchise tax	22	50		
Comptroller of the Treasury - Maryland sales tax collected	28	98		
Collector of Internal Revenue - withholding and social security taxes	54	48		
Admiral Felix Johnson - refunding money on deposit	44	32		
Annapolis Banking & Trust Co. - service charge on checking account	2	48		
C. & P. Telephone Co. - service during operation of business	34	17		
Cons. Gas, Electric Light & Power Co. - service during operation of business	32	45		
Elaine McLendon - notary fee		50	265	53
To Annapolis Banking & Trust Co., judgment creditor - to apply on account of balance due on claim filed in #1536 Law, - this balance in hands of Trustee	330	15	330	15
			646	51
Claim Filed in #1536 Law, as follows:				
Debt	7,000	00		
Interest from 10/13/48 to 7/5/49 @ 5%	258	38		
Court costs	14	50		
Attorney's collection fee	700	00		
Total claim	7,972	88		
Cr. Amount allowed in Audit of 8/8/49	3,357	85		
Balance	4,615	03		
Cr. Amount allowed above	330	15		
Balance due	4,284	88		

with O. Bowie Duckett, Trustee Cr.

1949 July 28 to 1950 March 28		Total collections made by Trustee since Report filed July 28, 1949, viz:		
		Accounts receivable collected	307 85	307 85
		Proceeds of sale of furnishings, material, uniforms, blouses, suits, etc	293 17	293 17
		Income received from operation of business (repairs and alterations)	32 29	32 29
		Amount collected by Trustee for Maryland Sales tax	13 20	13 20
				646 51

LIBER 71 PAGE 555

ORDER NISI

In the Matter of the Deed of Trust
from
~~VERSUS~~
The William H. Bellis Company
to
O. Bowie Duckett, Trustee

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 9653 Equity.

Filed April 19, 1950

ORDERED, This 19th day of ~~March~~ April, 19 50, That the Second and Final ~~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 ~~April~~ May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22" day of April next.

John H. Hopkins, 3rd. Clerk

Filed 5 Mar., 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of March, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

ORD NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9653 Equity
In The Matter Of The Deed Of Trust
from The William H. Bellis Company
To
O. Bowies Duckett, Trustee.

Ordered, this 19th day of April, 1950, That the Second and Final 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 22nd 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 22nd day of May next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy: TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-5

Filed 4 Mar., 1952.

OFFICE OF
Evening Capital
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 23, 1950

We hereby certify, that the annexed
Order Nisi - Eq #9653
Second & Final Notice
Wm H. Bellis Company
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 22nd day of May, 1950. The first insertion being made the 21st day of April, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. J. Brown

No. E. C. 524

HARRY E. KOENIG AND MARIE KOENIG, his wife

VS.

WARREN SMADBECK
Former owner of Lots #357 to 359, inclusive, 381 to 392 inclusive, and 509 to 521 inclusive, Woodland Beach, First Election District of Anne Arundel County, Maryland; and all persons having or claiming to have any interest in the aforesaid lots.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY # 10,260

Filed 3 July, 1951

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

First: That on the 26th day of June, 1951, the certificate of sale attached hereto was issued by Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County, Maryland, to the said Harry E. Koenig and Marie Koenig, his wife, for the purpose of foreclosing said certificate of sale, and clearing the title to the 35 lots therein mentioned, as provided by statute.

Second: That the property in said certificate of sale is described as follows:

Lots # 357, 358, 359, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, and 521, Woodland Beach, in the First Election District of Anne Arundel County, Maryland.

Third: That on October 13, 1942, when said property was sold by James A. Walton, Treasurer for Anne Arundel County, to the Board of County Commissioners of said County, it was assessed to the said Warren Smadbeck.

Fourth: That said sale was finally ratified to the said Board of County Commissioners January 19, 1944, as shown by the tax book records in J.H.H. 33, folio 27, and on the 20th of July, 1944, the County Commissioners of Anne Arundel County, and the County Treasurer joining, sold and conveyed said lots to T. Carroll Worthington and Patrick J. White, who in turn conveyed said lots to these plaintiffs, Harry E. Koenig and Marie Koenig, his wife, by deed dated June 26, 1945 and recorded among the Land Records in Liber J.H.H. 333, folio 431, a certified copy of which is filed herewith.

Fifth: That according to the equity laws and Land

Records of Anne Arundel County and the records of the Register of Wills, the title to the property is still vested in the name of Warren Smadbeck, subject to the lien of tax sale mentioned in said certificate.

Sixth: That said property has not been redeemed by any party in interest although more than one year and a day from the date of said sale has expired.

Seventh: That your petitioners pray for process directed to the above named respondent, Warren Smadbeck, whose last known address was in care of D. Dudley King, 302 West 109th Street, New York, N. Y.

Eighth: That your petitioners pray for an order of publication directed to all parties interested in said property.

Ninth: To redeem said lots of land it is necessary for the respondent to pay the sum of $43.93, the selling price to the Board of County Commissioners, with interest from October 13, 1942, and all taxes, interest and penalties accruing subsequent to the day of sale, which have actually been paid by the plaintiffs and are now due to the plaintiffs under Section 90J and 90K of Article 81 of the Annotated Code of Maryland.

WHEREFORE, your petitioners pray that the Court pass a final decree foreclosing all rights of redemption of the respondent and all parties in interest in and to the property described herein.

AND, as in duty bound, etc.

Linwood L. Clark
Attorney for petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5 day of July, 1951, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry E. Koenig and Marie Koenig, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Linwood L. Clark
Notary Public

1115

CERTIFICATE OF TAX SALE

LIBER 71 PAGE 558

I, Joseph H. Griscom Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13-1942, James & Walton Treas- sold to County Comm of A.A.C. at public auction for the sum of $43.93 Dollars and — Cents, of which $43.93 Dollars has been paid as a deposit on the property in 1st Dist described as Lots 357 to 359 —
" 381 to 399
" 509 to 521

and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14-1943, 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.

Filed 3 July, 1951

Witness my hand and seal, this 26th day of June 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 26th day of October, June, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires May 4, 1953.

2

NO TITLE EXAMINATION MADE.

INT. REV. STAMPS ($1.10) STATE OF MARYLAND STAMPS ($.70)

THIS QUIT CLAIM DEED made this 26th day of June, 1945, by and between T. Carroll Worthington and Lucille Worthington, his wife, and Patrick J. White and Almira White, his wife, all of Anne Arundel County, parties of the first part, hereinafter referred to as "GRANTORS"; and Harry E. Koenig and Marie Koenig, his wife, of Woodland Beach, Anne Arundel County, Maryland, parties of the second part, hereinafter referred to as "GRANTEES",

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Grantors do hereby grant, convey, assign, release and quit claim unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple absolute, all those lots or parcels of ground lying and being in the first Election District of Anne Arundel County, Maryland.

Filed 6 July, 1951

BEING Lots Nos. 357, 358, 359, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, and 521, together with the right, title and interest of the said Grantors, if any, in and to that portion of the road or roads, streets, or avenues, immediately adjoining the said premises, as designated on the Plat of Woodland Beach, and more particularly described in a Deed from James T. Walton, etc.,et al., to T. Carroll Worthington and Patrick J. White, dated July 21, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 480.

TOGETHER WITH the buildings and improvements thereon, and all the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD to and unto the said Grantees, as

tenants by the entireties, their heirs and assigns, in fee simple, absolute, free and clear of all claims of the said Grantors.

AS WITNESS the hands and seals of the said Grantors.

T. CARROLL WORTHINGTON (SEAL)

LUCILLE WORTHINGTON (SEAL)

PATRICK J. WHITE (SEAL)

ALMIRA WHITE (SEAL)

Annie L. Bates

WITNESS.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 26th day of June, 1945, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Carroll Worthington, and Lucille Worthington, his wife, and Patrick J. White and Almira White, his wife, and acknowledged the foregoing Deed to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Annie L. Bates,

(NOTARIAL SEAL) Notary Public

Recorded July 3, 1945, at 1:50 P. M..

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 333, folio 431, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of July, A. D., 1951.

Ann F. Osborne, 3rd,

CLERK.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
EQUITY No.)

HARRY E. KOENIG AND MARIE KOENIG, his wife

VS.

WARREN SMADBECK, Former owner of Lots No. 357 to 359, inclusive, 381 to 389, inclusive, and 509 to 521, inclusive, Woodland Beach, First Election District of Anne Arundel County, Maryland; and all persons having or claiming to have any interest in the aforesaid lots.

ORDER OF PUBLICATION

The object of this proceeding is to foreclose all rights of redemption in the following property in the First Election District of Anne Arundel County, Maryland, sold by James A. Walton, Collector of Taxes for Anne Arundel County, to the Board of County Commissioners of said County on October 13, 1942:

All those 35 lots of ground situate in Woodland Beach, First Election District of Anne Arundel County and known as Lots No. 357, 358, 359, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, and 521, assessed on October 13, 1942, to Warren Smadbeck, for State and County taxes in arrears as described on the tax roll, namely, assessed to Warren Smadbeck, which sale was finally ratified by the Circuit Court for Anne Arundel County on the 19th day of January, 1944, and as again described and referred to in a deed from the Board of County Commissioners of Anne Arundel County and James A. Walton, Treasurer of the aforesaid County to T. C. Worthington and P. J. White, dated July 21, 1944, and recorded in Liber J. H. H. 310, folio 480, and transferred by quit-claim deed dated June 26, 1945, and recorded in Liber J. H. H. 333, folio 431, from the said T. C. Worthington, et al. to the said Harry E. Koenig and Marie Koenig, his wife.

The Bill states, among other things, that the amount necessary for redemption has not been paid, although more than a year and a day from the date of the sale and final ratification, January 19, 1944, has expired.

To redeem the property it would be necessary for the respondent to pay the sum of $43.93, with interest from October 13, 1942, and all taxes, interest and penalties accruing subsequent to the date of sale.

It is thereupon this 6th day of July, ORDERED by the Circuit Court for Anne Arundel County in Equity, 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 4 successive weeks, and warning all parties interested in said property to be and appear in this Court by the 8th day of September, 1951, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the plaintiffs a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-30

Filed 10 aug 1951

OFFICE OF

Evening Capital

Published by

LIBER 71 PAGE 561

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 10, 1951

We hereby certify, that the annexed Order of Publication - Eq. 10,260 Harry E. Koenig

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 September, 1951. The first insertion being made the 9th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

LIBER 71 PAGE 562

HARRY E. KOENIG AND
MARIE KOENIG, his wife
VS.
WARREN SMADBECK
Former owner of Lots #357 to 359, inclusive, 381 to 399, inclusive, and 509 to 521, inclusive, Woodland Beach, First Election District of Anne Arundel County, Maryland; and all persons having or claiming to have any interest in the aforesaid lots.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY # 10,260

****

ORDER OF PUBLICATION

The object of this proceeding is to foreclose all rights of redemption in the following property in the First Election District of Anne Arundel County, Maryland, sold by James A. Walton, Collector of Taxes for Anne Arundel County, to the Board of County Commissioners of said County on October 13, 1942:

All those 55 lots of ground situate in Woodland Beach, First Election District of Anne Arundel County and known as Lots # 357, 358, 359, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, and 521, assessed on October 13, 1942, to Warren Smadbeck, for State and County taxes in arrears as described on the tax roll, namely, assessed to Warren Smadbeck, which sale was finally ratified by the Circuit Court for Anne Arundel County on the 19th day of January, 1944, and as again described and referred to in a deed from the Board of County Commissioners of Anne Arundel County and James A. Walton, Treasurer of the aforesaid County, to T. C. Worthington and P. J. White, dated July 21, 1944, and recorded in Liber J.H.H. 310, folio 480, and transferred by quit-claim deed dated June 26, 1945, and recorded in Liber J.H.H. 332, folio 431, from the said T. C. Worthington, et al, to the said Harry E. Koenig and Marie Koenig, his wife,

The Bill states, among other things, that the amount necessary for redemption has not been paid, although more than a year and a day from the date of the sale and final ratification, January 19, 1944, has expired.

To redeem the property it would be necessary for the respondent to pay the sum of $45.93, with interest from October 13, 1942, and all taxes, interest andpenalties accruing subsequent to the date of sale.

It is thereupon this 6 day of July, ORDERED by the Circuit Court for Anne Arundel County in Equity, 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 4 successive weeks, and warning all parties interested in said property to be and appear in this Court by the 8 day of September, 1951, and redeem the property and answer the Bill, or thereafter a final decree will be rendered, foreclosing all rights of redemption in the property and vesting in the plaintiffs a title free and clear of all encumbrances.

True copy test:

John H. Hopkins, 3rd, Clerk

Clerk

Filed 6 July, 1951

4

HARRY E. KOENIG AND MARIE KOENIG, his wife	:	IN THE CIRCUIT COURT
vs.	:	FOR
WARREN SMADBECK, et al	:	ANNE ARUNDEL COUNTY
		EQUITY #10,260

: : : : :

AFFIDAVIT OF SEARCH

The plaintiffs after the purchase of the 35 lots named in the Bill of Complaint in this case, caused the title to said 35 lots to be examined; that their attorney, Linwood L. Clark, experienced in the examination of titles to real estate, did examine the land records, equity records, and register of wills records of Anne Arundel County, which examination disclosed that the said 35 lots were sold October 13, 1942, by James A. Walton, Treasurer of Anne Arundel County, for taxes in default, as shown by the tax sale certificate filed in this case, and were purchased by the Board of County Commissioners of Anne Arundel County at said sale; that said sale was finally ratified to the said Board of County Commissioners, January 19, 1944, as shown by the tax records as alleged in said Bill of Complaint; that in turn, said lots were later sold and transferred as alleged in said Bill to T. Carroll Worthington and Patrick J. White, who, thereafter, sold and conveyed said lots to Harry E. Koenig and Marie Koenig, his wife, by deed dated June 26, 1945, and recorded among the land records of Anne Arundel County in Liber J. J. H. 333, folio 431, a certified copy of which is filed with said Bill; that said Harry E. Koenig and Marie Koenig, his wife, are now foreclosing said certificates; that the land records back for a period of 40 years or longer show that the present title is vested in the said Harry E. Koenig and Marie Koenig, his wife; that the address of Warren Smadbeck at the time this suit was filed was unknown but the name and address of his last known agent or representative was D.

Dudley King, 302 West 109th Street, New York, New York; that a letter was sent to Warren Smadbeck c/o said agent or representative at said address enclosing the Bill of Complaint and Order in this cause; that said letter with enclosures was returned with a message on the envelope that Mr. Smadbeck's present address is unknown as shown on said envelope filed herewith; that your affiant is informed that a long while ago Mr. Smadbeck abandoned whatever remaining lots he had at Woodland Beach, and it is a matter of record that they have since been sold to the County Treasurer and others for taxes in arrears, and that many of the certificates of sale issued thereon have been foreclosed.

Linwood L. Clark
Attorney for Plaintiffs

Subscribed and sworn to before me, a Notary Public of the State of Maryland in and for Anne Arundel County this 10 day of August, 1951.

Noah A. Hillman
Notary Public

HARRY E. KOENIG AND
MARIE KOENIG, his wife

VS.

WARREN SMADBECK, et al

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY #10,260

***

FINAL 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 10th day of September, 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, properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Board of County Commissioners of said County for the non-payment of taxes, and by mesne conveyances now vested in the plaintiffs, Harry E. Koenig and Marie Koenig, his wife, by deed dated June 26, 1945 and recorded among the Land Records of the aforesaid County in Liber J.H.H. 333, folio 431, 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 occuring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject) is hereby vested in the plaintiffs.

3. That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiffs.

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

Benjamin Michaelson
JUDGE

Filed 10 Sept. 1951

IN THE MATTER OF THE	:	No. 10,206 Equity
SALE OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
LOYD W. WILLIAMS and MARY GERTRUDE WILLIAMS, his wife,	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please enter my appearance, docket the above case and file original mortgage.

Mary L. Anderson
Attorney named in the Mortgage

Filed 13 Apr., 1951

MORTGAGE FEE—COUNTY—34.

No. 10,206 Equity.

Purchase Money
This Mortgage, Made this 11th day of April - - - - -

in the year nineteen hundred and forty nine, by and between Loyd W. Williams and Mary Gertrude Williams, his wife, -

Mortgagors of the City of Washington in the District of Columbia ~~in the State of Maryland~~, of the first part,

and Francis D. Kinnear, Jr., of Jamestown, in the State of New York, - - - - - -

- -

Mortgagee , of the second part.

Whereas, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Five thousand dollars, being the balance of the purchase money for the hereinafter described property, for the proper payment whereof the said Mortgagors have passed to the said Mortgagee their joint promissory note of even date herewith for the sum of Five thousand dollars, with interest thereon at the rate of six per centum per annum, payable $50.00 monthly on the 27" day of each succeeding month until the full amount is paid, said payments to be applied first to the payment of interest at the rate of 6% per annum and the balance on account of the unpaid principal sum. The said mortgagors to have the right and privilege of making larger payments on account of said principal sum or pay all of said indebtedness at any interest due date.

And Whereas the execution of these presents to secure the payment of the aforesaid promossry note was a condition precedent to said indebtedness.

Filed 13 Apr., 1951.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s Loyd W. Williams Mary Gertrude Williams, his wife, - do - grant and convey unto the said Mortgagee Francis D. Kinnear, Jr.,- - - his - heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in the First Election District of Anne Arundel County, State of Maryland, designated as Lots 11, 12, 13, 14 and 15 of Section EE of Beverley Beach, Anne Arundel County, Maryland, said Plat Recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 4 folio 31, now filed in Cabinet 1 Rod A5, plat 16. Lots 11, 12 and 13 of Section "" having a frontage on Spruce Avenue of 80 feet with a depth thereffom of 150 feet. Lots 14 and 15 having a frontage on Spruce Avenue of 50 feet with a depth therefrom of 150 feet.

Being the same property which was conveyed to the said Loyd W. Williams and Mary Gertrude Williams, his wife, by Francis D. Kinnear, Jr., single, by deed dated April 11, 1949, and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

2

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 s of ground and premises unto and to the proper use and benefit of said Mortgagee his - heirs and assigns, forever.

PROVIDED, that if the said Mortgagors for themselves and - - - - - - - - - - - - - -

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

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

gage debt and interest, the said Mortgagors for themselves and - - - - - - - - - - - for - - -their - - - - -heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee - his - personal representatives or assigns, or Marvin I. Anderson his or - - - - - - - - - their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel - - - county, and such other notice as by the said Mortgagee his - - - - personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Seventy five - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 Mortgagor s 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 Mortgagor s for their - - - heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his - - personal representatives or assigns, or Marvin I. Anderson his, or - - -their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Myrtle Sturm
Myrtle Sturm

Loyd W. Williams (SEAL)
Loyd W. Williams

Mary Gertrude Williams (SEAL)
Mary Gertrude Williams

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 27 day of April - - - - in the year nineteen hundred and forty nine before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Loyd W. Williams and Mary Gertrude Williams, his wife, - the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Marvin I. Anderson, Agent and Attorney for said Mortgagee - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and as such Agent and Attorney duly authorized to make this affidavit.

Witness my hand and seal Notarial,

Myrtle Sturm

Myrtle Sturm Notary Public

Recorded April 28th. 1949 at 12:00 M.

P.M.

MORTGAGE

FROM

Loyd W. Williams

Mary Gertrude Williams, his wife

TO

Francis D. Kinnear, Jr.

BLOCK NO.

Received for Record April 28, 1949, at 12 o'clock M. Same day recorded in Liber No. 579 Folio 406 &c., one of the Land Records of examined per Clerk.

Cost of Record, $

The Daily Record-Company, Baltimore, Md.

In the Matter of the	:	No. 10,206 Equity
Sale of the	:	In the
Mortgaged Real Estate	:	CIRCUIT COURT
of	:	FOR
Loyd W. Williams and Mary Gertude Williams, his wife,	:	ANNE ARUNDEL COUNTY

Filed 18 Apr. 1951

B O N D

KNOW ALL MEN BY THESE PRESENTS, That I, Marvin I. Anderson of Anne Arundel County, Maryland, and the National Surety Corporation, organized and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Five thousand dollars, current money to be paid to the said State or its certain Attorney to which payment well and truly to be pade 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 deals and dated this 18th day of April, 1951,

WHEREAS by Deed of Mortgage from Loyd W. Williams and Mary Gertrude Williams to Francis D. Kinnear, Jr., dated April 11, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 519 folio 406, power was given to the said Mortgagee in case of default being made in the payment of the money secured thereby or the interest thereon to accrue, or in any part of either of them at the time limited for the payment of same or in any agreement, covenant or condition of said mortgage, for him the said Mortgagee his heirs or assigns or Marvin I. Anderson his or their Attorney to sell the property in said mortgage described.

And Whereas the said Marvin I. Anderson was named in said mortgage as Attorney to make sale in case of default therein.

And Whereas default has been made in the payment of the said mortgage debt and interest and the said Marvin I. Anderson under said power is about to sell said property.

NOW THE CONDITION OF THE ABOVE OBLIGATION is such that if

the above bounded Marvin I. Anderson does and shall abide by and fulfill any order or decree which shall be passed by any Court in Equity in relation to the sale of said property or the proceeds thereof then the above obligation to be void otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in presence of
Myrtle Sturm

As to Surety
Myrtle Sturm

Marvin I. Anderson,
Marvin I. Anderson

National Surety Corporation
By: Marvin I. Anderson
Attorney in Fact

Mr. Clerk:

Please file and approve.

Approved this 18 April, 1951.
John H. Hopkins, 3rd,
Clerk.

LIBER 71 PAGE 573

In the Matter of the	:	No. 10,206 Equity
Sale of the	:	IN THE
Mortgaged Real Estate	:	CIRCUIT COURT
of	:	FOR
Loyd W. Williams and Mary Gertrude Williams, his wife,	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGEE'S CLAIM.

Mortgage from Loyd W. Williams and Mary Gertrude Williams to Francis D. Kinnear, Jr., dated April 11, 1949 recorded in Liber J.H.H.No. 519 folio 406 - - - - - - - - - - - - - - - - - -	$5,000.00
Amount paid on account	388.01
Unpaid balance	$4611.99
Interest from August 9, 1950 to May 9, 1951	207.54
Total amount	$4819.53

Francis D. Kinnear
Francis D. Kinnear

State of New York, County of Chautauqua

I hereby certify that on this 19th day of April in the year Nineteen hundred and fifty one, before me, the subscriber, a Notary Public of the State of New York in and for the County aforesaid, personally appeared Francis D. Kinnear and made oath in due form of law that no payments have been made on account of the above mentioned mortgage since August 9, 1950 and that there is now due the affiant the sum of $4819.53, principal and interest and that no part has been paid other than credit given and said note and mortgage are in default as aforesaid.

Witness my hand and seal Notarial,

Gertrude E. Moran
Notary Public

GERTRUDE E. MORAN, NOTARY PUBLIC
IN AND FOR THE STATE OF NEW YORK
RESIDING IN CHAUTAUQUA COUNTY, NO. 771
MY COMMISSION EXPIRES MARCH 30, 1953.

Filed 23 Apr., 1951

4

In the Matter of the Sale of the Mortgaged Real Estate of Loyd W. Williams and Mary Gertrude Williams, his wife	:	NO. 10,206 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : :

REPORT OF SALE

To the Honorable, the Judges of said Court;

The Report of Sale of Marvin I. Anderson, the Attorney named in the Mortgage in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than twenty (20) days before the day of sale and by hand bill set up on the premises and distributed throughout the County, he did pursuant to said notice, attend at the Court House Door in the City of Annapolis on Tuesday, May 15, 1951 at eleven o'clock, a.m. the time and place so advertised, and then and there proceeded to sell said real estate, being all of the property in said mortgage described and being known and designated as Lots Numbers 11, 12, 13, 14 and 15, Section EE of Beverley Beach, Anne Arundel County, Maryland as shown on plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 16. The improvements thereon consist of a livingroom, two bedrooms, kitchen, bath, and enclosed porch, stucco frame cottage and tool shed, to Myrtle F. Rothgeb, for the sum of Fifty-six hundred ($5600.00) dollars, she being the highest bidder for the property. A copy of the handbill, auctioneers certificate and purchasers agreement is attached

Filed 18 May, 1951

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hereto marked "Exhibit A" and is prayed to be taken as a part hereof.

Marvin I. Anderson
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 15 day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the Mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

Myrtle Thorn
Notary Public

NOTARY PUBLIC

MORTGAGEE'S SALE

OF

VALUABLE IMPROVED REAL ESTATE, at Beverly Beach, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in a mortgage from Loyd W. Williams and wife to Francis D. Kinnear, Jr. dated April 11, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 519, folio 406, default having occured under said mortgage, the undersigned attorney named therein will sell at public auction at the Court House Door, Annapolis, Maryland on

TUESDAY, MAY 15, 1951
AT 11:00 O'CLOCK, A. M.

all of the property in said mortgage described and being known and designated as Lots Number 11, 12, 13, 14, and 15, Section EE of Beverly Beach, Anne Arundel County, Maryland as shown on plat recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, plat 16. The improvements thereon consist of a living-room, two bedrooms, kitchen bath, and enclosed porch, stucco frame cottage and tool shed. This property is occupied by Frank W. Skinner and wife.

TERMS OF SALE:- Cash upon ratification by the Circuit Court of Anne Arundel County. A deposit of (10%) percent of the purchase price will be required of the purchaser at the time and place of sale; balance of purchase price to bear interest at Six (6%) percent from the day of sale.

Taxes and other expenses to be adjusted to the day of sale.

GEORGE W. SCIBLE
Auctioneer

MARVIN I. ANDERSON, Attorney
20 West Street
Annapolis, Maryland

This is to certify that we I have this purchased from Marvin I. Anderson, Attorney named in the mortgage, the property hereby described at and for the sum of Fifty six hundred dollars and I ~~we~~ hereby agree to comply with the terms of sale, this 15th day of May ~~I~~ 1951.

Witness our hand ~~s~~ and seals this 15th day of May, 1951.
my

Witness:

Marvin I. Anderson

Myrtle F. Rothgeb (Seal)
for W E Crisler (SEAL)

Filed 18 May, 1951.

This is to certify that I have this day sold for Marvin I. Anderson, Attorney named in the mortgage the property herein described to Myrtle F. Rothgeb at and for the sum of Fifty-six hundred dollars he being at that price the highest bidder thereof.
they

Witness my hand and seal this 15th day of May, 1951.

Geo M Sibbo
Auctioneer.

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~Versus~~

Loyd W. Williams and Mary Gertrude Williams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,206 Equity

Ordered, this 18 day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in the Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 5600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 18 May, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,206 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LOYD W. WILLIAMS and MARY GERTRUDE WILLIAMS, his wife.

Ordered, this 18th day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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 25th day of June next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-14

Filed 26 June, 1951

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 26, 1951

We hereby certify, that the annexed Order Nisi - Mortgage Sale Equity 10,206 Loyd W. Williams and Mary Gertrude Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of June, 1951. The first insertion being made the 24th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D.B. Macey

No. MG 1730

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of

~~XXXXXX~~ versus

Loyd W. Williams and Mary Gertrude Williams, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of June, 1951 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same finally 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~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Uhlhorn
Judge

Filed 27 June, 1951

IN THE MATTER OF THE SALE OF	*	NO. 10,206 EQUITY
THE MORTGAGED REAL ESTATE OF	*	IN THE
LOYD W. WILLIAMS AND MARY	*	CIRCUIT COURT
GERTRUDE WILLIAMS, his wife	*	FOR
* * *		ANNE ARUNDEL COUNTY

PETITION TO ALLOW CLAIM OF
LOYD W. WILLIAMS and MARY GERTRUDE WILLIAMS

To the Honorable, the Judges of said Court:

The Petition of Loyd W. Williams and Mary Gertrude Williams, his wife, respectfully shows:

1. That they are the holders of a judgment against Frank W. Skinner and Maude E. Skinner, in the amount of $242.30 with interest from October 15, 1950, 10% attorney's collection fee and $15.25 cost, all of which will fully appear by reference to #2506 Law, a certified copy of which is attached hereto.

2. That the real estate mentioned in these proceedings was conveyed by your petitioners to Frank W. Skinner and Maude Evelyn Skinner, his wife, by deed dated April 17, 1950, subject to the mortgage to Francis D. Kinnear.

3. That after the payment of the mortgage debt and expenses of the foreclosure and all prior liens satisfied, your petitioner is informed that there will be net surplus standing to the credit of Frank W. Skinner and Maude E.Skinner, the owners of the property at the time of the foreclosure.

Your Petitioner, therefore, prays your Honors to pass an Order herein directing the Auditor in stating her account in the cause to allow the claim of said Petitioner.

And as in duty bound, etc.

Loyd W. Williams
Mary Gertrude Williams

Filed 5 July, 1951

Filed 5 July, 1951

ORDER OF COURT

Upon the aforegoing Petition, it is this 5th day of

1951, ordered by the Circuit Court for Anne Arundel County, In Equity, that the Auditor of this Court, be and she is hereby directed in stating her account, in this cause to allow the claim of Loyd W. Williams and Mary Gertrude Williams according to its legal priority, subject to proper exceptions.

Benjamin Nicholson
Judge

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Lloyd W. Williams
and
Mary Gertrude Williams, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,206 Equity

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.

Filed 14 July, 1951.

July 13, 1951

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Lloyd W. Williams and Mary Gertrude Williams, his wife

			in ac.	
To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	189	13	264	13
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	19	68		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	9	69		
National Surety Corporation - bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
Jos. D. Lazenby, Agent - insurance premium 4/14/51-6/29/51	8	94		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Myrtle Sturm - notary fee		50	104	41
To Attorney for Taxes, viz: 1951 State and County taxes ($58.88 - adjusted to 5/15/51)	22	09	22	09
To Francis D. Kinnear, mortgagee - in full for mortgage claim, viz: Claim filed $4,819.53; Interest on $4611.99 from 5/9/51 to 5/15/51 4.61	4,824	14	4,824	14
To Lloyd W. Williams and Mary Gertrude Williams, his wife, judgment creditors - in full for judgment claim, viz: Debt $ 242.30; Interest from 10/15/50 to 5/15/51 8.48; Court costs 15.25; Attorney's fee (10%) 24.23	290	26	290	26
To Frank W. Skinner and Maude E. Skinner, his wife, present owners, this balance	90	52	90	52
			5,637	80

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1951						
May	15	Proceeds of Sale	5,600	00		
		Interest on deferred payment ($5,040.) to 7/1/51	37	80	5,637	80
					5,637	80

ORDER NISI

LIBER 71 PAGE 583

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Lloyd W. Williams and Mary Gertrude Williams, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,206 Equity.

ORDERED, This 14 day of July, 19 51, 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 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 20 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of August, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Claimants apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 21 Aug., 1951.

Filed 14 July, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,206 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LLOYD W. WILLIAMS and MARY GERTRUDE WILLIAMS, his wife.

Ordered, this 14th day of July, 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 20th 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 20th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-2

Filed 20 Aug., 1951.

OFFICE OF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 19 51

We hereby certify, that the annexed

Order Nisi - Auditor's Account

Equity - 10,206

Lloyd W. Williams

was published in

Maryland Gazette & Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of August, 19 51. The first insertion being made the 19th day of July, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

G 2957

14

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ROLLA D. JONES AND BETTIE L. JONES, his wife	:	Equity No. 10,055

Filed 7 Oct., 1950.

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 Rolla D. Jones and Bettie L. Jones, his wife to The County Trust Company, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483 folio 158.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

T. Worthington Brundige III

T. Worthington Brundige -
Solicitor for Plaintiff

LIBER 71 PAGE 585 #13715

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

No. 10,055 Equity.

MORTGAGE

THIS MORTGAGE, Made this 3rd. day of August, A. D. 19 48, by and between ROLLA D. JONES and BETTIE L. JONES, 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.

[redacted]

(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 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, NEW YORK, 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 October, 19 48, 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, 19 68. 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.

Recd 7 Oct. 1901

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: 16—4130

BEING known and designated as Lot No. 405 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 5205 (formerly 405) Brookwood Road.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

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

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in 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 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 ~~and one-half~~ per centum (4½%) per annum and shall be secured by this mortgage.

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

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

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or 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 mort-

gage 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
J. HODGE SMITH

Rolla D. Jones [SEAL]
ROLLA D. JONES

Bettie L. Jones [SEAL]
BETTIE L. JONES

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 3rd. day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the City~~ BALTIMORE COUNTY ~~aforesaid~~, personally appeared Rolla D. Jones and Bettie L. Jones, 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
J. HODGE SMITH Notary Public.

Recorded- 9th- August, 1948- at 10-30 A.M.

FORM APPROVED JEH
READY FOR RECORD JEH

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
ROLLA D. JONES AND
BETTIE L. JONES, his wife

Plaintiff's EXHIBIT "A"

LIBER 71 PAGE 589

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE ANNE ARUNDEL Circuit Court for ~~Baltimore~~ County
VS.	
ROLLA D. JONES AND BETTIE L. JONES, his wife	IN EQUITY. No. 10055

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Rolla D. Jones and Bettie L. Jones, his wife

to The County Trust Company

dated the 3rd day of August 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 483 Folio 158

Amount of Loan	$7600.00
Less - amount paid in principal	405.86
	7194.14
Plus - unpaid interest from 4/15/1950 to 11/14/1950	167.06
	7361.20
Less - balance in expense account	13.33
	$ 7347.87

Filed 14 Nov, 1950

STATE OF MARYLAND, ~~COUNTY~~ 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 said ~~county~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company

~~the plaintiff in the above entitled cause~~, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

3

Mortgagee and Attorney's Bond. No. 10055 1-369 1m-12-32

LIBER 71 PAGE 590

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10055 Equity ✓

Know All Men by These Presents:

That we Walter S. Calwell - 7 St. Paul Street - Baltimore, Maryland, - - - - - - - - - - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED and 00/100 - - - - - - - - ($7500.00) 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.

Filed 14 Nov., 1950

Sealed with our seals, and dated this 14th - - - - - - day of November - - - in the year nineteen hundred and fifty.

Whereas, the above bounden Walter S. Calwell, Attorney

by virtue of the power contained in a Mortgage from Rolla D. Jones and Bettie L. Jones to The County Trust Company, - - - - - - - - bearing date the 3rd - - - day of August nineteen hundred and forty-eight, and recorded among the Mortgage Records of Baltimore City County, in Liber J.H.H. No. 483, Folio 158, 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
in the presence of

Clara M. Link

Attest: as to all

Walter Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY
By [signature]
Vice-President J. A. Eierman
Attest: Earl Davault
Assistant Secretary Earl Davault

Approved 14 Nov., 1950
John H. Hopkins, 3rd,
Clerk

4

LIBER 71 PAGE 591

MILITARY AFFIDAVIT

Docket 14 folio 136
No. 10055

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 Defendants Rolla D. Jones and Bettie L. Jones, his wife against whom foreclosure proceedings were instituted are ~~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 does~~ they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~he is not a member~~ they are not members of the Enlisted Reserve Corps, and ~~has~~ have not been ordered to report for service therein, ~~that~~ ~~is about~~ ~~xxxxxxxxx~~, and that the Affiant's sources of information was the family of the Defendants

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 16 Nov. 1950

CALLAHAN and CALWELL
Solicitors
7 St. Paul Street,
Baltimore 2, Maryland
Attorney's Sale of
VALUABLE FEE SIMPLE PROPERTY

No. 5205 (formerly 405) Brookwood Road Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Rolla D. Jones and Bettie L. Jones, his wife to The County Trust Company, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 483 folio 158 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis on

TUESDAY, NOVEMBER 14TH, 1950
AT 3 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 405 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. 5205 (formerly 405) Brookwood Road. In fee simple.

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

TERMS OF SALE:- A cash deposit of $500 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

Attorney Named In Mortgage.
WALTER S. CALWELL,
SAM W. PATTISON & CO., Auctioneer.

n-S

Filed 16 Nov., 1950

LIBER 71 PAGE 592

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
ROLLA D. JONES AND BETTIE L. JONES, his wife	:	No. 10055

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483 folio 158 from said Rolla D. Jones and Bettie L. Jones, his wife to The County Trust Company ~~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" ~~"The Jeffersonian"~~ a newspaper published in Anne Arundel ~~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 14th day of November, 1950 at 3.15 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel ~~Baltimore~~ County

Being known and designated as Lot No. 405 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 Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5205 (formerly 405) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five ~~Three~~ 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 Sixty-five Hundred ($6500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

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, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link - Notary Public

LIBER 71 PAGE 594

ORDER NISI

WALTER S. CALWELL,
Attorney named in Mortgage

versus

ROLLA D. JONES and
BETTIE L. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,055 Equity

Ordered, this 16 day of November, 19 50, That the sale of the Real Estate in these proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of December next.

The report states that the amount of sales to be $ 6500.00.

Clerk.

True Copy,

TEST: John F. Hopkins, 3rd Clerk.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,055 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
ROLLA D. JONES and BETTIE L. JONES, his wife.

Ordered, this 16th day of November, 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 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 26th day of December next.

The report states that the amount of sales to be $6500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-13

Filed 29 dec., 1950

No. MG 3653

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1950

We hereby certify, that the annexed

Order Nisi Sale
Eq. # 10,055
Rolla D. Jones

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.

By F. L. Brown

(Final Order)

LIBER 71 PAGE 596

Walter S. Calwell,
Attorney named in Mortgage

versus

ROLLA B. JONES and
BETTIE L. JONES, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,055 Equity ~~Term, 19~~

Filed 30 dec., 1950

ORDERED BY THE COURT, This 30th day of December, 1950 that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge

LIBER 71 PAGE 597

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Rolla D. Jones
and
Bettie L. Jones, his wife

In the
Circuit Court
For
Anne Arundel County

No. 10,055 Equity

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.

Filed 31 Jan. 1951.

January 27, 1951

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Rolla D. Jones and Bettie L. Jones, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Assignee for Commissions, viz:	225	00	275	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	39	05		
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		
One-half Federal revenue stamps	3	85		
One-half State revenue stamps	3	85		
Clara M. Link - notary fee	1	20	111	95
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,088	04	6,088	04
			6,512	74
Amount of mortgage claim filed	7,347	87		
Cr. Amount allowed as above	6,088	04		
Balance subject to decree in personam	1,259	83		

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

1950						
Nov.	14	Proceeds of Sale	6,500	00	6,500	00
		Refund 1950 State and County taxes - 1 month 16 days	11	80		
		Refund 1950 water and sewer benefit charge - 1 month 16 days		94	12	74
					6,512	74

ORDER NISI

LIBER 71 PAGE 600

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Rolla D. Jones

and

Bettie L. Jones, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,055 Equity.

ORDERED, This 31 day of January, 19 51, 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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of March, 19 51, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

C. J.

Filed 14 Mar., 1951. Filed 31 Jan., 1951.

Filed 13 Mar., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,055 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
ROLLA D. JONES and BETTIE L. JONES, his wife.

Ordered, this 31st 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 12th 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 12th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 13, 19 51

We hereby certify, that the annexed

Order Nisi - Eq. No. 10,055

Auditors Account

Rolla D. Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of March, 19 51. The first insertion being made the 8th day of February, 19 51

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

No. MG 3634

13

14