LIBER 72 PAGE 1

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF WALTER M. FRYE and	:	FOR
KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,107

Filed 28 Nov, 1950

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause.

Eugene M. Childs

Eugene M. Childs, Attorney named in mortgage

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

County Form.

LIBER 547 PAGE 31 LIBER 72 PAGE 2

PURCHASE MONEY

This Mortgage, Made this 12th day of November, in the year one thousand, nine hundred and forty-nine, between WALTER M. FRYE and KATHERINE E. FRYE, his wife

of ANNE ARUNDEL COUNTY, in the State of Maryland, Mortgagors, and WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIX HUNDRED FIFTY & no/100 Dollars, being part of the purchase money for the property hereinafter described; WHEREAS, this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of 6 per cent (6%) per annum in the manner following:

By the payment of TWO & no/100 Dollars, on or before the first day of each and every week from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all of that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows: Being all of LOT NUMBERED THIRTY-THREE (33) of ELVATON ACRES, Third Election District, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet #3, Rod E-4, Plat 15, and being the identical property conveyed unto the said Mortgagors by Charles L. Pumphrey and Edna F. Pumphrey and Margaret Gleason, widow, by Deed dated November 12, 1949, and intended to be recorded immediately prior hereto.

Filed 28 Nov. 1950

Plaintiffs Ex 3

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

(V.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make, or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a bonus of Six Dollars ($6.00) per share upon each unredeemed share and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the members shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for E. M. Childs, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Eugene M. Childs (SEAL)
Eugene M. Childs

Walter M. Frye (SEAL)
Walter M. Frye

(SEAL)

Katherine E. Frye (SEAL)
Katherine E. Frye

(SEAL)

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

I HEREBY CERTIFY that on this 12th day of November, 19 49, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Walter M. Frye and Katherine E. Frye, his wife,

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Charles M. Carlson, 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.

Eugene M. Childs

Eugene M. Childs Notary Public.

Recorded- 17th November, 1949, at 11 A.M.

LIBER 72 PAGE 6

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF WALTER M. FRYE and	:	FOR
KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,107

Filed Dec., 1950

STATEMENT OF MORTGAGE CLAIM

Principal Balance due	$613.03
Interest through Dec. 2, 1950	18.13
Penalty Charges through Dec. 2, 1950	14.50
Advance Payment 4 Shares at $6.00	24.00
TOTAL	$ 669.66

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of November 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Linthicum, III, Secretary of the Workingmen's Building & Loan Association and did make oath in due form that the statement above of the mortgage claim of the Workingmen's Building & Loan Association 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 the day and month aforesaid.

Eugene M. Childs
Eugene M. Childs Notary Public

EUGENE M. CHILDS
NOTARY PUBLIC
EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

(Mortgagee's or Attorney's Bond)

LIBER 72 PAGE 7

No. 2541878

No. 10,107 Equity

Know all Men by these Presents,

THAT WE Eugene M. Childs, 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 Two thousand and 00/100 - - - - - - - - - ($2000.00) - - - - - 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 30th day of November in the year nineteen hundred and fifty

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Walter M. Frye and Catharine Frye, his Wife to Workingmen's Building and Loan Association bearing date the 12th day of November nineteen hundred and fifty and recorded among the land records of Anne Arundel County (.....) in Liber JHH No. 547 Folio 31 and

Filed 7 Dec., 1950.

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

Nellie F. Collison

Nellie F. Collison, Atty.-in-Fact

Eugene M. Childs [SEAL.]
Eugene M. Childs.

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Albert E. Trieschman [SEAL.]
Attorney-in-fact
Albert E. Trieschman

Approved this 7 day of December, 1950.
John H. Hopkins, 3rd, Clerk.

Form J-3101 Printed in U. S. A.

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ROBERT H. CAMPBELL : LIBER 72 PAGE 8 : : : : : : : : : : : Auctioneer.

EUGENE M. CHILDS, ATTORNEY
192 Duke of Gloucester Street
Annapolis, Md.

MORTGAGEE'S SALE

— OF VALUABLE —

FEE SIMPLE PROPERTY

LOCATED AT ELVATON ACRES, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, to the Workingmen's Building & Loan Association of Annapolis, a body corporate of the State of Maryland, dated November 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 547, Folio 31, default having occurred thereunder, the undersigned, Attorney named in said mortgage, will sell at public auction before the Court House door in the City of Annapolis, Maryland, on

Filed 21 Dec, 1950

Thursday, December 21st, 1950

AT 11:00 O'CLOCK A. M.

All that lot or parcel of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 33 of Elvaton Acres, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 15.

BEING the same property conveyed unto the said Walter M. Frye and Katherine E. Frye by Charles L. Pumphrey and others by deed dated the 12th day of November, 1949, and recorded in the Land Records aforesaid in Liber J. H. H. No. 547, Folio 29.

This property consists of a lot containing 2.7 acres, more or less, and is improved by a three-room frame dwelling.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the date of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from date of sale to dote of settlement; taxes, insurance and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Attorney named in Mortgage.

over 6

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF WALTER M. FRYE	:	FOR
AND KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10107

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that ~~I (we)~~ have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of $400.00/100 _____, 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 21st day of December, 1950.

[illegible] (SEAL)

Witness:

Eugene M. Childs _____ (SEAL)

Filed 21 Dec, 1950

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to Donato Floresland at and for the sum of $900.00/100 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 21st day of December, 1950.

Robt. H. Campbell (SEAL)
Robert H. Campbell, Auctioneer

over

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF WALTER M. FRYE	:	FOR
AND KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 10107

REPORT OF SALE

To the Honorable, the Judges of said Court.

The Report of Sale of Eugene M. Childs, Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, dated the 12th day of November, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 547 Folio 31, to the Workingmen's Building & Loan Association of Annapolis, a body corporate of the State of Maryland, default having occurred thereunder, the said attorney 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, at the Court House door in the City of Annapolis, Maryland, on Thursday, December 21st, 1950, at 11:00 o'clock A.M. and then and there sold the said property to Donato Florestano at and for the sum of Nine Hundred Dollars ($900.00), he being at that figure the highest bidder therefor, said property being the following: Lot No. 33 of Elvaton Acres as shown on plat recorded in Cabinet 3, Rod E-4, Plat 15, Third Election District of Anne Arundel Co., Maryland.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale

Filed 28th Dec., 1950

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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and has also received the purchaser's agreement to comply with the terms of sale which were set forth in the hand bill previously filed in these presents.

Witness my hand and seal this 28th day of December, 1950.

Eugene M. Childs

Eugene M. Childs, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of December, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, Attorney, 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

JGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

EUGENE M. CHILDS, ATTORNEY
192 Duke of Gloucester Street
Annapolis, Md.

MORTGAGE SALE

— OF —

MORTGAGEE'S SALE
SIMPLE PROPERTY
LOCATED AT ELVATON ACRES, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, to the Workingmen's Building & Loan Association of Annapolis, a body corporate of the State of Maryland, dated November 12, 1940, and recorded among the Land Records of Anne Arundel County in Liber . H. H. No. 547 Folio 31, default having occurred thereundor, the undersigned, Attorney named in said mortgage, will sell at public auction before the Court House door in the City of Annapolis, Maryland, on

THURSDAY, DECEMBER 21, 1950
AT 11:00 O'CLOCK A. M.

All that lot or parcel of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 33 of Elvaton Acres, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet 3 Rod E-4 Plat 16.

BEING the same property conveyed unto the said Walter M. Frye and Katherine E. Frye by Charles L. Pumphrey and others by deed dated the 12th day of November, 1940, and recorded in the Land Records aforesaid in Liber . H. H. No. 547 Folio 29.

This property consists of a lot containing 2.7 acres more or less and is improved by a 3 room frame dwelling.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the date of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from day of sale to date of settlement; taxes, insurance and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Attorney named in Mortgage.
ROBERT H. CAMPBELL,
Auctioneer. d-18

Filed 3 Jan., 1951.

EQUITY NO. 10107

Plaintiff's Exhibit

No. E. C. 8095

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 29, 1950

We hereby certify, that the annexed

Mortgagee's Sale

Walter M. Frye

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 20th day of December, 1950. The first insertion being made the 1st day of December, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

ORDER NISI

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WALTER M. FRYE ~~XXXXXX~~ AND KATHERINE E. FRYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,107 Equity

Ordered, this 28 day of December, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of February next.

Filed 28 dec., 1950.

The report states that the amount of sales to be $ 900.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
WALTER M. FRYE and KATHERINE E.	:	ANNE ARUNDEL COUNTY
FRYE, his wife	:	EQUITY No. 10107

Filed 3 Jan., 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 Workingmen's Building & Loan Association of Annapolis, 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 Black'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 & Agent,
Affiant

Subscribed and sworn to before me this 3rd day of January, 1951.

May F. Brennan

Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

IN THE MATTER OF	:	No. 10,107 Equity
THE MORTGAGED REAL ESTATE		In The Circuit Court For
OF WALTER M. FRYE, AND	:	Anne Arundel County.
KATHERINE E. FRYE, HIS WIFE.		

EXCEPTIONS AGAINST RATIFICATION OF MORTGAGE FORECLOSURE SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioner, Donato Florestano, respectfully shows:-

1. That on December 21, 1950, at about 11 A.M., realty in this County, known as lot 33 Elvation Acres as shown on a plat recorded in Cabinet 3, Rod E4, plat 15, was being sold at public auction at the door of this Court House on Church Circle, under the power of sale in the mortgage filed in this proceeding, by Eugene M. Childs as the attorney named in said mortgage and by Robert H. Campbell as auctioneer, both acting in course and scope of the mortgagee's employment.

Filed 11 Jan., 1951.

2. That the petitioner was then and there passing by along the pavement, and had no prior knowledge of the sale or of the property being sold, and had no intention of bidding for the property.

3. That there were no bidders for the property other than the attorney named in the mortgage, on behalf of the mortgagee; and Robert H. Campbell stopped the petitioner and told him that the amount of the mortgage debt was $850, and that if he could get this property for $1,500 it would be a great bargain as it had a dwelling on it and was worth much more, and requested petitioner to bid. That Robert H. Campbell had no knowledge of the property upon which to base said representations. That Robert H. Campbell had been a neighbor of petitioner since boyhood and petitioner had trust and confidence in him. That petitioner then read the handbill of sale in which said premises were stated to be "improved by a three room frame dwelling". That the petitioner was induced by said representations and advertisement to bid up to $900 in reliance upon the same and on the faith thereof, and he became the purchaser at that price.

4. That before the petitioner signed any memorandum of sale, he made inquiry of Eugene M. Childs whether or not the premises had a water supply, and was told by him that water was supplied by a pump; and petitioner signed the memorandum of sale in reliance thereon.

5. That the petitioner inspected the premises on the same day and found that the alleged dwelling is an untenantable shed built of odd small bits of broken and decrepit boards, and tar paper, with no foundation, no windows, no chimney, no heating system, or lighting system, or plumbing, or any water supply of any kind, with many holes in roof and walls, with no interior plaster or other walls, or interior doors, and no flooring other than sub-flooring; that said shed is not habitable, and in fact no persons have ever lived in it except that the mortgagors occupied it for a month or so during one Summer.

6. That on the following day the petitioner notified Eugene M. Childs that he desired to withdraw from the sale and would except to its ratification, and was told that the question of withdrawal would be submitted to the mortgagee at its next meeting.

7. That title to the premises is defective in the following ways:-

(a) That at a time when Charles L. Pumphrey owned the subdivision and lot 33, he and his wife executed a deed to Arthur L. Chillicott in fee simple, dated November 15, 1943, recorded J.H.H. 291 folio 346, containing restrictions, and with the provision that the said "covenants, conditions, and restrictions are entered into by the parties of the first and second part hereto, for themselves, their heirs and assigns, and the same shall run with and bind not only the land hereby conveyed but also all the remaining land shown on the Plats of Elvaton Acres as aforesaid belonging to the parties of the first part hereto." That the covenants, conditions and restrictions set forth in said deed thereby became imposed upon the lot 33 now in question. That the third of those restrictions provides that "No dwelling shall be erected upon said lot the reasonable cost of which shall be less than one thousand dollars", and the reasonable cost of the alleged dwelling now on the lot is much less than said sum and does not exceed $100. That the fourth of those restrictions provides that "Only one dwelling or building for dwelling purposes shall be erected on any one lot", so

that not only has petitioner not received the dwelling upon which the parties based the bidding and sale, but he must tear down and remove the existing structure before he can even build a dwelling on the lot. That the eighth of said restrictions provides that any violation of the restrictions shall constitute a nuisance and ~~by it~~ it is agreed that an injunction shall ~~may~~ issue. That the restrictions in said deed further provide that the premises may not be occupied by other than white persons; may not be used for numerous specified commercial and non-commercial uses; may not be used for any purpose that the developer or his successors regard as offensive; that no wooden fences may be erected; that buildings shall be set back seventy-five feet from the front line of the lot, and stated distances from side lines; and other restrictions.

(b) By deed dated February 21, 1917, recorded G.W. 137 folio 48, a former owner of the tract including lot 33 conveyed to Chesapeake and Patomac Telephone Company, its successors and assigns, for valuable consideration, the right to construct, operate and maintain its lines of telephone and telegraph, including poles, cables, wires and fixtures, upon, over, and across this property, and to permit others to attach wires, and to trim and top any trees to provide three foot clearance of wires, and to erect and set guy poles and anchors and to attach thereto and to trees the necessary guy wires.

(c) By deed dated December 18, 1945, recorded J.H.H. 350 folio 402, a former owner of the subdivision including lot 33, conveyed to Consolidated Gas, Electric Light and Power Company of Baltimore, its successors and assigns, the right to construct electric lines including poles, cross arms, electric and other wires, anchors, guys, conduits and equipment, and gas lines including mains, service pipes and equipment in, over, under and through this property; and where necessary anchors may be placed not more than ten feet inside lot lines; together with right of access at all times; and to trim, top, cut down trees adjacent to electric wires; and to make excavations and openings.

(d) That the mortgage foreclosure proceedings are defective in that by the terms of the mortgage twenty days' notice of

sale must be given by advertisement before exercise of the power of sale, and the advertisement was published for the first time on/afternoon of December 1, 1950, and sale held December 21, 1951 at 11 A.M., and twenty clear days had not elapsed when sale was made; and in that sale was made for illegal charges included in the statement of mortgage claim filed in this proceeding; and for other reasons.

8. That the bidding and sale was made upon a mutual mistake of fact on the part of seller and purchaser, that the premises were improved by a habitable dwelling, and had a water supply from a pump, when in fact there is no habitable dwelling, or pump or other water supply, and the existing structure violates the existing restrictions,and must be torn down before a dwelling can be erected on the premises; and there is a substantially total failure of the consideration upon which the vendor offered the property for sale and induced the petitioner to bid and upon which petitioner became purchaser.

To The End Therefore:

(1) That the sale be set aside.

(2) That the petitioner's deposit be refunded.

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

And as in duty bound, etc.

Donato Florestano Petitioner

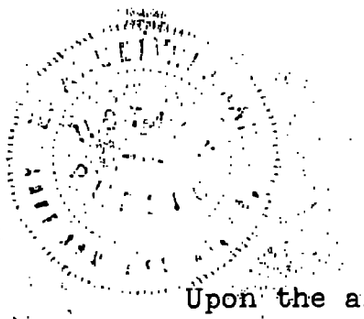
Donato Florestano
124 Prince George Street
Annapolis, Maryland.

Emanuel Klawans Solicitor for Petitioner

Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 11th day of January, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Donato Florestano, and made oath in due form of law, that the matters and facts set forth in the aforegoing petition are true and bonafide as there stated, to the best of his information, knowledge and belief. Witness my hand and notarial seal.



Emanuel Klawans Notary Public
Emanuel Klawans

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 12th day of January, 1951, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered, and decreed, that the mortgage foreclosure sale in this proceeding be and it is hereby set aside, and that the deposit of the purchaser be refunded, unless cause to the contrary be shown within ten days after a copy of the petition and order is served upon the mortgagee or the attorney named in the mortgage and who made sale on behalf of the mortgagee.

Filed 12 Jan., 1951

Benjamin Michaelson Judge
Benjamin Michaelson

A copy of the petition to vacate sale and of the above Court Order were served upon me on January _____, 1951.

_____
Attorney for mortgagee

IN THE MATTER OF THE MORTGAGED	:	NO. 10107 EQUITY
REAL ESTATE OF WALTER M. FRYE	:	IN THE CIRCUIT COURT FOR
AND KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY

ANSWERS TO EXCEPTIONS AGAINST RATIFICATION
OF MORTGAGE FORECLOSURE SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Eugene M. Childs, Solicitor for the Workingmen's Building & Loan Association, in answer to the exceptions filed in these presents by Donato Florestano, respectfully shows:

First: He admits the sale of Lot #33 of Elvaton Acres by him at the Court House door on December 21, 1950, at 11 A.M. He also admits that he was acting in the course and scope of the mortgagee's employment, and that he had retained Robert H. Campbell as Auctioneer to make said sale.

Second: He admits that the Exceptant, Donato Florestano, was then and there passing by, but he has no personal knowledge of the Exceptant's prior knowledge of the sale or of the property being sold nor of said Exceptant's intention.

Third: He admits that there were no bidders for the property other than the Exceptant and the respondent on behalf of the mortgagee, but he denies that Robert H. Campbell made any such statements to the Exceptant as alleged in Paragraph 3 of the Bill of Exceptions, other than the normal "dealers" talk which is usual to auctioneers in attempting to incite prospective purchasers and general public to bid. If, in fact, said Auctioneer made the statements alleged, it was without the knowledge or approval of your Respondent or the Workingmen's Building & Loan Association, and therefore beyond the scope of said Auctioneer's authority.

Filed 18 Jan., 1951.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Your Respondent admits that the handbill describing the property stated it to be improved by a three room frame dwelling, and further admits that the Exceptant became purchaser of the property for Nine Hundred Dollars, but has no knowledge of the Exceptant's statements of his reliance on said description or his personal trust and confidence in the said Auctioneer, nor of said Auctioneer's knowledge of said property.

FOURTH: That he denies stating to the Exceptant categorically that the premises had a pump, but avers that after the bidding was over he first told the Exceptant that he had never seen the property, the subject of the sale; he had no knowledge of the improvements thereon other than that contained in an application for a loan to the Workingmen's Building & Loan Association by Walter M. Frye and wife. But he did state that he believed the property had a well or a pump because he recalled some mention of same when he handled the settlement between Charles L. Pumphrey et al and Walter M. Frye and wife. He further stated that he believed there was no heat or chimney, lights or plumbing.

FIFTH: That he has no knowledge of the condition in which the Exceptant found the dwelling, but he has knowledge to the fact that the dwelling was in fact inhabited by Walter M. Frye and wife from December, 1949 until November of 1950, at which time the said Walter M. Frye and wife abandoned the property and moved to another State.

SIXTH: He admits the allegations of the Exceptant's Sixth Paragraph and avers that he brought up the question of withdrawal on Wednesday, December 27, 1950, at a regular meeting of the Workingmen's Building & Loan Association, but said Association did not authorize your Respondent to permit the Exceptant to withdraw.

SEVENTH: (a) He admits the existence of restrictive covenants applying to Lot #33, but states that the character of the neighborhood does not justify any such conclusion as drawn by the Exceptant, and avers that for a small expenditure the building can be made to be worth at least $1000.00.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

(b) Your Respondent admits said Lot #33 is subject to a pole agreement with the Chesapeake & Potomac Telephone Company, but avers that said agreement is beneficial to the lot in question and is a frivolous reason for excepting to the title.

(c) Your Respondent admits the existence of a pole agreement with the Consolidated Gas, Electric Light & Power Company, and also avers that said agreement is beneficial to Lot #33 and is also a frivolous exception.

(d) Your Respondent admits the advertisement as stated by the Exceptant, but avers that the Exceptant is not the proper party to raise this objection. Your Respondent further avers that there were no illegal charges included in the statement of mortgage claim, and that even if said charges were illegal, the Exceptant is not the proper party to raise this objection.

EIGHTH: Your Respondent avers that there is no substantial failure of consideration nor mutual mistake of fact on the part of seller and purchaser, and states that the sole reason for the exceptions being filed in this case is that the Exceptant was indiscreet in bidding on property he knew nothing of, and finding that he had not purchased the bargain for which he hoped, is seeking to have the sale set aside because of his disappointment. He further states that the Exceptant told him he would have bid up to $1500.00 for the property had the bidding gone so high. That regardless of the condition of the house, the Exceptant is getting a 2.7 acre lot with valuable timber thereon and said lot is located near a flourishing community where land values are constantly increasing.

AND having answered the exceptions against ratification of the mortgage foreclosure sale, your Respondent, for the Workingmen's

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Building & Loan Association, requests that said exceptions be overruled and the sale to said Donato Florestano ratified.

Respectfully submitted,

WORKINGMEN'S BUILDING & LOAN ASSOCIATION

By Eugene M. Childs
Eugene M. Childs, Solicitor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of January, 1951, before me, the subscriber, a notary public of the State of Maryland, in and for the County aforesaid, personally appeared Eugene M. Childs, Solicitor for Workingmen's Building & Loan Association, and made oath in due form of law that the matters and facts set forth in the aforegoing are true and bonafide as there stated, to the best of his information, knowledge and belief.

Witness my hand and seal Notarial.

May F Brennan
May F. Brennan Notary Public

I hereby certify that a copy of the above answers was left this date with Emanuel Zimmerman, Attorney for Donato Florestano.

Eugene M. Childs

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

In The Matter Of	:	No. 10,107 Equity
The Mortgaged Real Estate		In The Circuit Court For
Of Walter M. Frye and		Anne Arundel County
Katherine E. Frye, His Wife.	:	

ORDER TO ISSUE SUBPOENA

Mr. Clerk:

Please issue a subpoena for the following witnesses to be in this Court on Thursday, April 19, 1951, at 2.00 P.M., to testify on behalf of the exceptant, Donato Florestano:-

Hiram L. Pratt, 932 Francis Street, Eastport, Md.
James Brashears, 413 Chester Ave., Eastport, Md.

Filed 16 Apr., 1951

E. Klawans His Solicitor
Emanuel Klawans

IN THE MATTER OF THE	:	No. 10107 Equity
MORTGAGED REAL ESTATE OF		in the
WALTER M. FRYE AND WIFE	:	Circuit Court for Anne Arundel
		County
	:	

Filed 17 Apr., 1951

Mr. Clerk:

Please issue summonses for the following to appear and testify on behalf of the Mortgagee in the hearing on the exceptions filed in the above entitled cause, Thursday, April 19th, 1951 at 2:00 PM in the Court Room .

1. Robert H. Campbell, 121 Prince George St. Annapolis, Md.
2. Samuel Wilkinson, Janwal Street, Eastport, Md.

Eugene M. Childs
Eugene M. Childs, Soliciter for Mortgagee

In The Matter Of The Mortgaged Real Estate Of Walter M. Frye And Katherine E. Frye, His Wife.	:	No. 10,107 Equity In The Circuit Court For Anne Arundel County.

ORDER TO ISSUE SUBPOENAS

Mr. Clerk:

Please issue subpoenas for the following witnesses and records to be in this Court on Thursday, April 26, 1951, at 10.00 A.M., on behalf of Donato Florestano:

Hiram L. Pratt, 932 Francis Street, Eastport, Md.

Benjamin Brashears, 413 Chester Ave., Eastport, Md.

Grover Grimes, Chinquepin Round Road near Fairfax Road, Anne Arundel County, Md. (2nd District near Parole).

Mr. Bradley, of the tax assessor's office, Circuit Court House, Annapolis, Md, to produce record of assessment of Walter M. Frye and Katherine E. Frye for lot 33 Elvaton Acres, 3rd Election District, Anne Arundel County, Md.

Mrs. Bulbik, building permits section, Circuit Court House, Annapolis Md., to produce records of any building permits issued for lot 33 Elvaton Acres, third election ~~xxxxxx~~ District of Anne Arundel County, Md., for years 1950 and 1951, issued to Walter M. Frye, Katherine E. Frye, Charles L. Pumphrey, or Edna Pumphrey, for said lot.

Clerks of Zoning Commissioner of Anne Arundel County, County Commissioners of Anne Arundel County, and of County Manager of Anne Arundel County, to produce records of any building permits issue to Walter M. Frye or Katherine E. Frye, for lot 33 Elvaton Acres, 3rd Election District, Anne Arundel County, Maryland, in November or December 1949; and to produce records of any building permits issued to Charles L. Pumphrey or Edna Pumphrey, for said lot, from July 22, 1942 to November 12, 1949.

Emanuel J. Lowers Solicitor

Filed 20 Apr., 1951

16

(INT. REV. STAMP $1.10)(MD. STATE STAMP $ .30)

THIS DEED, Made this 5th day of November,1943, by and between CHARLES L. PUMPHREY and EDNA C. PUMPHREY, his wife, of the City of the City of Baltimore, State of Maryland, of the first part, and ARTHUR L. CHILLCOTT, of the same place, of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns in fee simple, subject however, to the covenants, conditions, and restrictions hereinafter set forth, all that lot of ground situate in Anne Arundel County, State of Maryland, more particularly described as follows, that is to say:

Filed 26 Apr, 1951

BEING known as lot number 31 designated on the Plats of Elvaton Acres, said Plats being recorded in the Plat Records of Anne Arundel County in Cabinet number 3,rod E-4, page 15.

BEING part of the property which by deed dated July 22,1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 264,folio 157, was granted and conveyed by Jacob F. Obrecht, Sr.,Widower to the aforesaid Grantors.

The mention or indication of roads,avenues, streets, alleys, lanes, etc., in this deed or upon the plats hereinabove referred to is for the purpose of description only and is not intended as a dedication of the same to public use, and the Grantors herein expressly reserve unto themselves,their heirs and assigns in fee simple, all of their right,title and interest in and to any roads, avenues, streets,alleys, lanes,etc., on which the lot herein conveyed binds, or which are designated and laid out on the aforesaid plats,or which are to be hereafter laid out.

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

TO HAVE AND TO HOLD the said described lot of ground and

premises unto and to the use of the party of the second part, his heirs and assigns forever; subject however, to the following covenants, conditions,and restrictions which are entered into by the parties of the first and second part hereto, for thelselves, their respective heirs and assigns, and the same shall run with and bind not only the land hereby conveyed, but also all the remaining Land shown on the Plats of Elvaton Acres as aforesaid belonging ot the parties of the first part hereto;

1. Neither said land, nor any part thereof, nor any structure that may be erected thereon,shall ever be sold, conveyed, leased, rented or otherwise disposed of to any other than white persons as the owners or tenants thereof.

2. For the purpose of preserving the character of the development of said "ELVATON ACRES" as residential, no part of said lot, or any building now or hereafter erected thereon shall be used for the sale or manufacture of malt or spirtuous liquors, bone-boiling establishment, tannery, slaughter house, glue,soap,candle, starch or gunpowder factory; for burial purposes, or for anyuse or purpose which may be offensive or dangerous, or which the Seller may deem injurious to the general character of the development; no stores or business place, or places of amusement, or for public use shall be erected established or conducted thereon except with the consent in writing of the Seller, his successors, heirs and assigns.

3. No dwelling shall be erected upon said lot, the reasonable cost of which shall be less than one thousand dollars ($1,000.00).

4. Only one dwelling or building for dwelling purposes shall be erected on each lot shown on the aforesaid plat of said development. No part of any dwelling or other building erected upon any lot shall be erected within seventy-five (75) feet of the road or avenue upon which the lot fronts; no barn,stable,garage or other outbuildings shall be erected upon any lot, except between the rear of the dwelling thereon and the rear line of said lot, and no part of any building shall be erected on any lot within ten feet of

either the side or rear lines of said lot.

5. Toilets must be installed in either the dwelling or out buildings.

6. No wooden or other solid fences shall be erected, except by the written consent of the Seller.

7. The indication of roads, avenues, streets, or alleys upon said plat of "Elvaton Acres", or the mention or reference to the same in any deed, contract or other instrument shall not be taken or considered in anyway as a dedication of the same to public use, but the Seller expressly reserves all title to the same in fee simple unto himself for any and all uses as the Seller may see fit, or to close the same absolutely, except as to the use of the same by the owners and occupants of lots abutting thereon for purposes of ingress and egress.

8. The provisions herein contained shall run with and bind the land and be enforceable by the the Grantor, his successor or successors and assigns. The violation of any of the provisions herein contained is hereby declared and agreed to be a nuisance which provisions may be enforced by the Grantor, his successors and assigns, by appropriate legal proceedings.

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

WITNESS the hands and seals of the said Grantors.

TEST: CHARLES L. PUMPHREY, (SEAL)

ALBERT H. MOMBERGER EDNA G. PUMPHREY , (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of November, 1943, before me, the subscriber, a Notary Public of the State of Maryland,

in and for the City of Baltimore aforesaid, personally appeared CHARLES L. PUMPHREY and ENDA G. PUMPHREY, his wife, Grantors named in the above Deed, and they acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

ALBERT H. MONBERGER

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded-8th-November-1943-at 1:15-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. 291, folio 346, 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 16th day of April, A. D., 1951.

John W. Hopkins 3rd
Clerk.

AGREEMENT , made this 18th day of December, 1945, by and between Charles L. Pumphrey and Edna G. Pumphrey, his wife, herein called the "GRANTORS" and CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, a Maryland corporation, herein called the "GRANTEE":

The Grantor hereby grants to the Grantee, its successors, licensees, and Assigns, for value received, the right to construct, operate and maintain electric lines, including the necessary poles, crossarms, electric and other wires, anchors, guys, conduits and equipment and gas lines, including mains, service pipes and equipment in, over, under and through the land of the Grantor acquired from Jacob F. Obrecht, Sr., by deed dated July 22, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 264 folio 157 which said land is situated in Anne Arundel County and described as follows: That tract of land situated approximanely ½ mile southwest of Ritchie Highway northwest of Magothy Branch, containing the beds of Elvaton Avenue, Severn Road, Woodland Road, a 20-foot right-of-way and an unnamed 30 foot road, all as more particularly shown on two plats prepared by J. Revell Carr, Surveyor, Annapolis, Maryland, the first being entitled ""ELVATON ACRES""ELVATON" 3rd DIST. A. A. COUNTY, MD." dated October 1942; the second being entitled,"ELVATON ACRES" "ELVATON" 3rd DIST. A. A. COUNTY, MD. April 1943."'

The electric lines and gas lines shall be located along and in the beds of streets, roads, alleys, and other highways and paths and reservations and may be extended to properties adjacent to the above land of the Grantors; electric lines may also be located along rear boundary lines of lots and dividing lines between lots, and wires may be strung between the above mentioned poles and to any building from the nearest pole thereto, all as the property extension of the service of the Grantee may require and all as

Filed 26 Apr., 1951

said highways, reservations and lots are or hereafter laid out. Where necessary, anchors may be placed not more than ten feet inside of lot lines.

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

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

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

WITNESS: CHARLES L. PUMPHREY (SEAL)

ANDREW D. PERRINE EDNA G. PUMPHREY (SEAL)

AS TO BOTH

STATE OF MARYLAND CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, THAT on this 18th day of December, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County personally appeared Charles L. Pumphrey and Edna G. Pumphrey, (his wife) and acknowledged the foregoing agreement to be their act and deed.

WITNESS my hand and Notarial Seal.

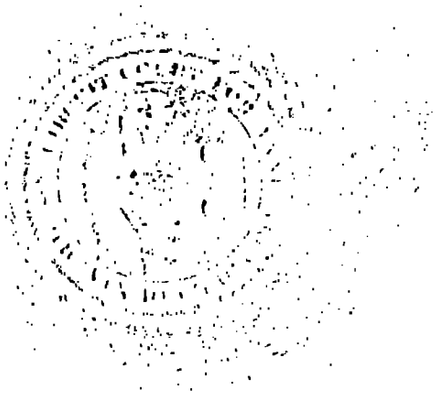
(NOTARIAL SEAL) MILTON H. ARTHER

Recorded-18th-March-1946-at-12-M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the aforegoing AGREEMENT is truly taken

and copied from Liber J.H.H. No. 350, folio 402, 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 16th day of April, A. D., 1951.

John H. Hopkins 3rd, CLERK.

ROBERT H. CAMPBELL : : : : : : : : : : : : : Auctioneer.

LIBER 72 PAGE 32

EUGENE M. CHILDS, ATTORNEY
192 Duke of Gloucester Street
Annapolis, Md.

MORTGAGEE'S SALE

— OF VALUABLE —

FEE SIMPLE PROPERTY

LOCATED AT ELVATON ACRES, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, to the Workingmen's Building & Loan Association of Annapolis, a body corporate of the State of Maryland, dated November 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 547, Folio 31, default having occurred thereunder, the undersigned, Attorney named in said mortgage, will sell at public auction before the Court House door in the City of Annapolis, Maryland, on

Thursday, December 21st, 1950

AT 11:00 O'CLOCK A. M.

All that lot or parcel of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 33 of Elvaton Acres, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 15.

BEING the same property conveyed unto the said Walter M. Frye and Katherine E. Frye by Charles L. Pumphrey and others by deed dated the 12th day of November, 1949, and recorded in the Land Records afcresaid in Liber J. H. H. No. 547, Folio 29.

This property consists of a lot containing 2.7 acres, more or less, and is improved by a three-room frame dwelling.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the date of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from date of sale to dote of settlement; taxes, insurance and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Attorney named in Mortgage.

Plaintiffs Exhibit 26 Apr. 1951

Received this date from Mr. Donato Florentano deposit of $150.00 as required on account of $3300 purchase price for above property.

Eugene M. Childs Atty.

$5.00

13599

Received of THE CHESPAEAKE AND PATOMAC TELEPHONE COMPANY OF BALTIMORE CITY, Five Dollars, in consideration of which we hereby grant unto the said company, its successors and assigns, the right to construct, operate and maintain its lines of telephone and telegraph, including the necessary poles, cables, wires, and fixtures upon,over and across the property which we own, or in which we have an interest, in the 3rd and 5th Districts, County of Anne Arundel, and State of Maryland, and upon and along the roads and streets or highways adjoining the said property, to permit the attachment of wires of any other Company or person- to trim any trees along said lines so as to keep the wires cleared at least 3 feet; to erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy-wires and brace poles and anchors and to attach thereto and to trees the necessary guy wires, said sum being received in full payment therefor.

Filed 26 Apr., 1951 Plaintiff's Ex 2

This agreement covers line abutting my property from Glen Burnie to Marley Bridge also line from Marley Bridge to Furnace Branch.

P. O. 1121 Light Street, Baltimore, Md.

Witness our hands and seals this 13th day of January,A. D. 1917.

Witness: Jacob F. Obrecht (Seal)

F.A.Graham. H. F. Meister. Amelia Obrecht (Seal)

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby certify that on this 14th day of February, in the year 1917, before the subscriber,a Notary Public of the State of Maryland, in and for the City of Baltimore,aforesaid,personally appeared Jacob F. Obrecht and Amelia Obrecht, his wife, and did severally acknowledge the within instrument to be their respective act and deed.

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

Harry F. Meister,

(Notary Seal) Notary Public

My Commission expires 6th May 1918.

Recorded 21 February 1917.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G. W. No. 137, folio 48, one of the Land Record Books for Anne Arundel County,

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 16th day of April A. D., 1951.

John H. Hopkins 3rd.
CLERK.

In The Matter Of : No. 10,107 Equity
The Mortgaged Real Estate In The Circuit Court For
Of Walter M. Frye And : Anne Arundel County.
Katherine E. Frye, His Wife.

PETITION FOR LEAVE TO AMEND EXCEPTIONS AGAINST RATIFICATION OF SALE.

Recd. 26 Apr., 1950

To The Honorable, The Judges of said Court:

Donato Florestano, by his solicitor, respectfully requests leave to amend his exceptions against ratification of the sale, by adding the additional ground that the alleged dwelling violates irremediably the building code of the county, and was erected without a building permit, and he is subjected to risk thereby.

And as in duty bound, etc.

E. Klawans solicitor
Emanuel Klawans

O R D E R O F C O U R T

Ordered by the Circuit Court sitting in Equity this 26th day of April, 1951, that leave is hereby granted to the exceptant to amend his exceptions against ratification of the sale.

Judge

IN THE MATTER OF	:	NO. 10.107 Equity
THE MORTGAGED REAL ESTATE	:	In The Circuit Court For
OF WALTER A. FRYE, AND	:	Anne Arundel County.
KATHERINE E. FRYE, HIS WIFE.	:	

AMENDED EXCEPTIONS AGAINST RATIFICATION OF MORTGAGE FORECLOSURE SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioner, Donato Florestano, respectfully shows:-

1. That on December 21, 1950 , at about 11 A.M., realty in this County, known as lot 37 Elvation Acres as shown on a plat recorded in Cabinet 3, Rod E4, plat 15, was being sold at public auction at the door of this Court House on Church Circle, under the power of sale in the mortgage filed in this proceeding, by Eugene M. Childs as the attorney named in said mortgage and by Robert H. Campbell as auctioneer, both acting in course and scope of the mortgagee's employment.

Filed 26 Apr., 1951.

2. That the petitioner was then and there passing by along the pavement, and had no prior knowledge of the sale or of the property being sold, and had no intention of bidding for the property.

3. That there were no bidders for the property other than the attorney named in the mortgage on behalf of the mortgagee; and Robert H. Campbell stopped the petitioner and told him that the amount of the mortgage debt was $850, and that if he could get this property for $1,500 it would be a great bargain as it had a dwelling on it and was worth much more, and requested petitioner to bid. That Robert H. Campbell had no knowledge of the property upon which to base said representations. That Robert H. Campbell had been a neighbor of petitioner since boyhood and petitioner had trust and confidence in him. The petitioner then read the handbill of sale in which said premises were stated to be "improved by a three room dwelling". That the petitioner was induced by said representations and advertisement to bid

up to $900 in reliance upon the same and on the faith thereof, and he became the purchaser at that price.

4. That before the petitioner signed any memorandum of sale, he made inquiry of Eugene M. Childs whether or not the premises had a water supply, and was told by him that water was supplied by a pump; and petitioner signed the memorandum of sale in reliance thereon.

5. That the petitioner inspected the premises on the same day and found that the alleged dwelling is an untenantable shed built of odd small bits of broken and decrepit boards, and tar paper, with no foundation, no windows, no chimney, no heating system, or lighting system, or plumbing, or any water supply of any kind, with many holes in roof and walls, with no interior plaster or other walls or doors, and no flooring other than sub-flooring; that said shed is not habitable, and in fact no persons have ever lived in it except that the mortgagors occupied it for a month or so during one Summer.

6. That on the following day the petitioner notified Eugene M. Childs that he desired to withdraw from the sale and would except to its ratification, and was told that the question of withdrawal would be submitted to the mortgagee at its next meeting.

7. That title to the premises is defective in the following ways:

(a) That at a time when Charles L. Pumphrey owned the subdivision and lot 33, he and his wife executed a deed to Arthur L. Chillicott in fee simple, dated November 15, 1943, recorded JHH 291, folio 346, containing restrictions, and with the provision that the said "covenants, conditions, and restrictions are entered into by the parties of the first and second part hereto, for themselves, their heirs and assigns, and the same shall run with and bind not only the land hereby conveyed but also all the remaining land shown on the Plats of Elvation Acres as aforesaid belonging to the parties of the first part hereto." That the covenants, conditions and restrictions set forth in said deed thereby became imposed upon the lot 33 now in question. That the third of those restrictions provides that "No dwelling shall be erected upon said lot the reasonable cost of with shallbe less than one thousand dollars",

and the reasonable cost of the alleged swelling now on the lot is much less than said sum and does not exceed $100. That the fourth of those restrictions provides that "Only one dwelling or building for dwelling purposes shall be erected on any one lot", so that not only has petitioner not received the dwelling upon which the parties based the bidding and sale, but he must tear down and remove the existing structure before he can even build a dwelling on the lot. That the eighth of said restrictions provides that any violation of the restrictions shall constitute a nuisance and by agreement an injunction may issue. That the restrictions in said deed further provide that the premises may not be occupied by other than white persons: may not be used for numerous specified commercial and non-commercial uses; may not be used for any purpose that the developer or his successors regard as offensive; that no wooden fences may be erected; that buildings shall be set back seventy-five feet from the front line of the lot, and stated distances from side lines: and other restrictions.

(b) By deed dated February 21, 1917, recorded G.W. 137 folio 48, a former owner of the tract including lot 33 conveyed to Chesapeake and Potomac Telephone Company, its successors and assigns, for valuable consideration, the right to construct, operate and maintain its lines of telephone and telegraph, including poles, cables, wires and fixtures, upon, over, and across this property, and to permit others to attach wires, and to trim and top any trees to provide three foot clearance of wires, and to erect and set guy poles and anchors and to attach thereto and to trees the necessary guy wires.

(c) By deed dated December 18, 1945, recorded JHH 350 folio 402, a former owner of the subdivision including lot 33, conveyed to Consolidated Gas, Electric Light and Power Company of Baltimore, its successors and assigns, the right to construct electric lines including poles, cross arms, electric and other wires, anchors, guys, conduits and equipment, and gas lines including mains, service pipes and equipment in, over, under and through this property; and where

necessary anchors may be placed not more than ten feet inside lot lines; together with right of access at all times; and to trim, top, cut down trees adjacent to electric wires; and to make excavations and openings.

(d) That the mortgage foreclosure proceedings are defective in that by the terms of the mortgage twenty days' notice of sale must be given by advertisement before exercise of the power of sale, and the advertisement was published for the first time on the afternoon of December 1, 1950, and sale held December 21, 1951 at 11 A.M. and twenty days had not elapsed when sale was made; and in that sale was made for illegal charges included in the statement of mortgage claim filed in this proceeding; and for other reasons.

(e) That said structure was erected without obtaining a building permit; and it violates the county's building code in all particulars of its size, cost, and construction, irremediably. Under the Acts of 1947, chapter 788 Sec. 522 (Code of Public Local Laws of Anne Arundel County, 1947 edition, sec. 617) it constitutes a new misdemeanor every day, and equitable relief against it may be had.

8. That the bidding and sale was made upon a mutual mistake of fact on the part of seller and purchaser, that the premises were improved by a habitable dwelling, and had a water supply from a pump; when in fact there is no habitable dwelling, or pump or other water supply, and the existing structure violates the existing restrictions, and must be torn down before a dwelling can be erected on the premises; and there is a substantially total failure of the consideration upon whic which the vender offered the property for sale and induced the petitioner to bid and upon which petitioner became purchaser.

To The End Therefore:

(1) That the sale be set aside.

(2) That the petitioner's deposit be refunded.

(3) And for such other and further relief as the

nature of the case may require.

And as in duty bound, etc.

Donato Florestano Petitioner

Donato Florestano
124 Prince George Street
Annapolis, Maryland.

Emanuel Klawans Solicitor for Petitioner

Emanuel Klawans
Maryland Hotel Bldg.
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, that on this 24th day of April, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Donato Florestano, and made oath in due form of law, that the matters and facts set forth in the aforegoing petition are true and bonafide as there stated, to the best of his information, knowledge and belief. Witness my hand and notarial seal.

Emanuel Klawans NOTARY PUBLIC

Emanuel Klawans

Copy served April 24, 1951.

Eugene M. Christhilf

Attorney for mortgagee

IN THE MATTER OF	:	No. 10.107 Equity
THE MORTGAGED REAL ESTATE	:	In the Circuit Court for
OF WALTER M. FRYE, AND	:	Anne Arundel County
KATHERINE E. FRYE, HIS WIFE	:	

DEMURRER AND ANSWER TO AMENDED EXCEPTIONS AGAINST RATIFICATION OF FORECLOSURE SALE.

Filed 26 Apr. 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of the Workingmen's Building and Loan Association, by Eugene M. Childs, its Solicitor, to the Amended Exceptions filed in the aforegoing cause, respectfully shows:

1. That he answers all parts of the Amended Exceptions with the exception of Paragraph 7 (e) in the same manner as heretofore filed by the original Answer.

2. To Paragraph 7 (e) he demurrs and assigns as his reason therefore, that the Exceptant does not allege that he is in immediate danger of prosecution as the result of violation of said Code. And for other good and sufficient causes to be shown at the hearing.

And Reserving Rights under the Demurrer, he Answers denying the allegations of Paragraph 7 (e).

Respectfully submitted,

Eugene M. Childs

Eugene M. Childs, Solicitor for
Workingmen's Building and Loan Asso.

State of Maryland,
County of Anne Aruhdel, Sct:

On this 26th day of April, 1951, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Eugene M. Childs, Solicitor for Workingmen's Building and Loan Asso. and made oath in due form of law that above Demurrer was not made for purposes of delay.

Witness my hand and Notarial Seal.

Clemence C. Burwell

Clemence C. Burwell, Notary Publi

In The Matter Of	:	No. 10,107 Equity
The Mortgaged Real Estate		In The Circuit Court For
Of Walter M. Frye and		Anne Arundel County.
Katherine E. Frye, his wife.	:	

STIPULATION OF CERTAIN FACTS CONCERNING CHAIN OF TITLE.

To The Honorable, The Judges of said Court:

The solicitors for the respective parties respectfully stipulate as to the following matters concerning the chain of title to the lot mentioned in these proceedings, reserving the right to offer evidence of other matters:-

1. That the lot mentioned in these proceedings (lot 33 of Elvaton Acres subdivision, as shown on a plat recorded among the plat records of Anne Arundel County, Maryland, in cabinet 3 Rod E4 plat 5) was part of a tract of 176 acres in said County that was conveyed to Jacob F. Obrecht by deed from Bernard Baker et al dated January 6, 1908, recorded among the land records of said County in liber G.W. 57 folio 395.

2. That Jacob Obrecht still owned said tract including said lot when he executed a deed of an easement to Chesapeake & Patomac Telephone Company of Baltimore, dated February 21, 1927, recorded among said land records in liber G.W. 137 folio 48.

3. That said lot was included in the tract of 173 acres that Jacob F. Obrecht and wife conveyed to Charles L. Pumphrey and Edna G. Pumphrey, his wife, in fee simple, by deed dated July 22, 1942, recorded among said land records in liber J.H.H. 264 folio 157.

4. That Charles L. Pumphrey and Edna G. Pumphrey still owned said lot when they conveyed lot 31 Elvaton Acres to Arthur L. Chillicott by deed dated November 5, 1943 recorded

Filed 26 Apr., 1951.

Plaintiff's #1

among said land records in liber J.H.H. 291 folio 346.

5. That Charles L. Pumphrey and Edna Pumphrey still owned said lot 33 when they conveyed an easement to Consolidated Gas, Electric Light and Power Company, dated December 18, 1945, recorded J.H.H. 350 folio 402.

6. That Charles L. Pumphrey and Edna Pumphrey conveyed said lot 33 to Walter K. Frye and Katherine Frye, his wife, by deed dated November 12, 1949, recorded J.H.H. 547 folio 29.

Emmanuel Clarence
Solicitor

Eugene W. Childs
Solicitor

In the matter of the mortgaged		No. 10107 Equity.
real estate of Walter M. Frye		In the Circuit Court for
and Katherine E. Frye, his		Anne Arundel County.
wife.		

Donato Florestano has filed exceptions to the ratification of the sale made to him by Eugene M. Childs, Esq., the attorney named in the mortgage. The grounds are: (1) misrepresentation of the premises and (2) defects in the title; (3) insufficient notice; (4) violation of the county building code, and (5) mutual mistake of fact.

The mortgagee demurred to paragraph 7 (e) on the ground that the exceptant does not allege that he is in immediate danger of prosecution as the result of the alleged violation of the building code provisions.

The Court announced that it would withhold ruling on the demurrer and would proceed with the taking of the evidence.

The testimony showed that on November 12, 1949, Walter M. Frye and Katherine E. Frye, his wife, executed a purchase money mortgage to the Workingmen's Building and Loan Association, a body corporate, to secure a loan or advance of $650.00. The mortgage was duly executed and was recorded on November 17, 1949, among the Land Records of Anne Arundel County in Liber J.H.H. No. 547, folio 29 etc. The mortgage covered Lot No. 33 on the plat of Elvaton Acres in Cabinet #3, Rod E-4, plat 15, and the mortgage contained a provision that after default, it would be lawful for E. M. Childs, the attorney or agent of the mortgagee to sell the property, or so much thereof as may be necessary, 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 the mortgagee may deem expedient. As of December 2, 1950, there was due the sum of $669.66. The attorney named in the mortgage docketed foreclosure proceedings on November 28, 1950, and on December 7, 1950, filed his bond, with corporate surety, which was approved. On December 1, 1950, the first publication of the advertisement appeared in the Evening Capital,

Filed 10 May, 1951

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and the sale was set for Thursday, December 21, 1950, at eleven o'clock, A.M. The advertisement described the property, and then stated:

> "This property consists of a lot containing 2.7 acres, more or less, and is improved by a 3 room frame dwelling."

The certificate of publication recites that the advertisement was published in the Evening Capital, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 20th day of December, 1950. The first insertion being made the 1st day of December, 1950. This certificate is clearly in error for, if the first insertion appeared December 1, 1950, it could not have been published once a week for three successive weeks prior to December 20, 1950. A publication for three successive weeks would require four insertions, namely, December 1st, December 8th, December 15th and December 22nd. However, the mortgage does not say for three successive weeks, it says "upon giving twenty days' notice."

The Evening Capital, as its name implies, is an evening newspaper. The exceptant charges that the advertisement appearing in the evening edition of December 1, 1950, and the sale taking place at eleven o'clock in the morning of December 21, 1950, does not give twenty days' notice as is required by the mortgage.

Before continuing with a resume of the testimony, we must consider this question for, if the advertisement was not for the requisite period, the sale must be set aside.

In the case of Owens v. Graetzel, 146 Md. 361, the Court of Appeals said, at page 373, that, in determining what space of time constitutes three clear weeks, the date of the first publication of the advertisement and the day of the sale shall both be excluded. When we exclude December 1, 1950, the date of the first publication, and exclude December 21, 1950, the date of the sale, there are not twenty clear days, and hence the advertisement was not for the requisite period. This requires that the exceptions be sustained.

The purchaser testified that on December 21, 1950, he observed that Robert H. Campbell, the auctioneer, was conducting an auction at the door of

the Court House, in the City of Annapolis; that the auction was then in progress and he inquired of the auctioneer what was being offered for sale. The auctioneer pointed to a hand bill impaled on the fence and Florestano proceeded to read it. When he observed that it was a lot improved by a three room dwelling, he began to bid and eventually bid the price of $900.00. There was no further bidding and the property was knocked down at that price. He did not know the property and neither did the auctioneer nor the Attorney. He asked the attorney whether or not there were electricity and water in the house, and the Attorney said his information was that there were no electricity or water in the house, but that water was supplied by a pump. Thereupon he paid the deposit of $150.00 and signed the certificate of purchase. Following the sale he started out to see the property and after driving fifty or sixty miles he returned home. A friend of his finally located it and then Mr. Florestano visited the property. What he found was a building built of scrap lumber and covered with tar paper. There was no foundation, no windows, no chimney and no water supply of any kind. There were holes in the roof and walls, and no interior plaster. The wall paper had been pasted directly on the boards, and there was no flooring unless a sub-flooring could be classed as such. In his judgment the building was not habitable. There was further testimony that the building was constructed without a building permit and was not built in accordance with the building code of Anne Arundel County and also violated restrictions contained in a former deed for said Lot No. 33.

Samuel Wilkerson is a brother-in-law of Walter M. Frye and he is familiar with the property. He testified that he went with Frye in November, 1949, to see about the property. It was then inhabited, and Frye lived in the house until November, 1950. He also testified that there was a well there and a "pitcher mouthed pump" had been installed by Frye within a couple of weeks after he acquired the property.

In Mayor and City Council of Baltimore v. Hampton Court, 126 Md. 341, the Court of Appeals said: "Many definitions have been given in adjudicated cases of a dwelling, and they are not entirely harmonious. The usual line of demarcation has been the use to which the building is devoted as a habitation for man." p. 348

A quarter boat used by government employees while engaged in river improvement as a place of abode, where they slept and ate was a "dwelling house". Inter-ocean Casualty Co. v. Warfield, 173 Ark. 287, 292 S.W. 129; Aetna Life Ins. Co. v. Aird, 108 Fed. 2d 136, 138. In Phelps v. Rooney, 9 Wis. 70, 76 Am. Dec. 244, it was held that a "dwelling house" means the habitation or abode of the owner thereof and his family, and does not require that it should be constructed in any particular style or built in any prescribed manner. In a certain sense any house in which people dwell might be considered a dwelling. Glover v. National Fire Ins. Co. 85 Fed. 125, 130, 30 C.C.A. 95. In State v. Weber, 156 Mo. 257, 56 S.W. 893, 894, a loghouse without a fire or fireplace, and with its single window boarded up, built for the use of wood-choppers when working nearby, in which several persons were staying temporarily, with the consent of the owner, sleeping and eating there, is a "dwelling house". See, also, Hawley v. Arnold, 137 Neb. 238, 288 N.W. 823. As the proof showed it had been inhabited by Frye until November, 1950, in which month the foreclosure proceedings were instituted, it must be held that the building was a dwelling.

The next question concerns the alleged defects in the title. On November 15, 1943, Charles L. Pumphrey and wife conveyed to Arthur L. Chillcott Lot No. 31 on the plat of Elvaton Acres subject to a number of restrictions which were intended to bind not only the land conveyed but the land retained. The deed of Charles L. Pumphrey and wife dated November 12, 1949, conveyed Lot No. 33 to Walter M. Frye and wife. Lot No. 33 is also subject to an easement granted to the Chesapeake & Potomac Telephone Company of Baltimore City on January 13, 1917, and a further easement to the Consolidated Gas, Electric Light & Power Company of Baltimore dated December 18, 1945.

"It is well understood that a bidder at a mortgage sale bids on the assumption that he will receive a marketable title. A title, to be marketable, need not be free from every conceivable technical criticism; objections which are merely captious, although within the range of possibility, should be disregarded by the Court. The test for determining the marketability of a title is whether there is any color of outstanding title or any doubt sufficient

to raise a reasonable probability that the purchaser may be subjected to the hazard of litigation to defend his title. A purchaser of real estate should not be compelled to accept a deed with a defective title, but he has the right to demand a title which will give him reasonably safe possession, and protect him from the anxiety that annoying suits may be brought against him, and, if he wishes to sell the property, to make him reasonably sure that no flaw or doubt will appear to affect its value. In other words, to be marketable, a title must be one which a reasonably intelligent purchaser, who is well informed as to the facts, would be willing to accept in the exercise of ordinary business prudence." Zepp v. Darnall, (Md.) 59 A. 2d 774, 776-7.

The easements to the Telephone Company and to the Gas and Electric Company were granted prior to the execution of the mortgage and they are not affected by these proceedings. The easement of the Gas & Electric Company is confined principally to the streets, although there is also the right to trim trees, etc. These easements are not uncommon and practically all properties supplied by electricity and gas are burdened with gas pipes, electric lines and telephone wires. In the opinion of the Court "a reasonably intelligent purchaser, who is well informed as to the facts, would be willing to accept, in the exercise of ordinary business prudence" the title.

There remains one other question and that concerns the restrictions set out in the deed from Charles L. Pumphrey and wife to Arthur Chillcott, dated November 5, 1943. The deed recites that the restrictions "shall run with and bind not only the land hereby conveyed (Lot 31) but also all the remaining land shown on the Plats of Elvaton Acres as aforesaid, belonging to the parties of the first part," so a subsequent grantee taking title from the Pumphreys, covenantors, is charged with constructive notice of such restrictions and is bound thereby. Lowes v. Carter, 124 Md. 678, 683.

The building erected on the land violates the restrictions in that its reasonable cost is much less than one thousand dollars. The testimony is to the effect that it would cost approximately $150.00 to construct it.

Judge Offutt, speaking for the Court of Appeals, in Bealmear v. James, 147 Md. 274, at page 277 said: "It cannot be said, therefore, beyond a

reasonable doubt, that this property may not be subject to the restrictions, nor can it be said that other persons owning other lots affected by the restrictions, who are not before the court in this case will not be permitted to enforce it." And on page 278, Judge Offutt continued: "Whether this restriction has been waived or abandoned generally is a matter of fact depending upon acts and conduct, and we would not attempt in this proceeding to determine the rights of lot holders, which might be very seriously affected by such a decision, because such persons are neither before the court or represented. * * * If there be any reasonable chance that some third person may raise a question against the owner of the estate after the completion of the contract, the court considers this to be a circumstance which renders the bargain a hard one for the purchaser, and one which in the exercise of its discretion will not compel him to execute."

Under the facts in this case it cannot be said that the title is good and marketable, and the exceptions must be sustained and the sale set aside.

Chief Judge.

For the reasons set forth in the aforegoing opinion, it is ordered this tenth day of May, in the year nineteen hundred and fifty-one, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, that the exceptions to the ratification of the sale made and reported by Eugene M. Childs, Attorney named in the mortgage, be, and they are hereby sustained; and it is further ordered that the said Attorney named in the mortgage return the deposit of $150.00 to the said Donato Florestano.

Chief Judge.

Filed 10 May, 1951.

LIBER 72 PAGE 50

GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

EUGENE M. CHILDS, Attorney
192 Duke of Gloucester Street
Annapolis, Maryland

MORTGAGEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED AT ELVATON ACRES,
ANNE ARUNDEL COUNTY, MARYLAND

Filed 8 June, 1951

By virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, to the Workingmen's Building and Loan Association of Annapolis, a body corporate of the State of Maryland, dated November 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 547, Folio 31, default having occurred thereunder, the undersigned, Attorney named in said mortgage, will sell at public auction before the Court House door in the City of Annapolis, Maryland, on

Friday, June 8, 1951

AT 11:00 O'CLOCK, A. M.

All that lot or parcel of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 33 of Elvaton Acres, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 15.

Being the same property conveyed unto the said Walter M. Frye and Katherine E. Frye by Charles L Pumphrey and others by deed dated the 12th day of November, 1949, and recorded in the Land Records aforesaid in Liber J. H. H. No. 547, Folio 29. Subject to restrictions of record.

This property consists of a lot containing 2.7 acres, more or less.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the date of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from date of sale to date of settlement; taxes, insurance and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Attorney Named In Mortgage

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LIBER 72 PAGE 51

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF WALTER M. FRYE	:	FOR
and KATHERINE E. FRYE, his wife	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 13,107

Filed 8 June, 1951.

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I ~~(we)~~ have purchased at public auction from Eugene M. Childs, Attorney, the property described in the advertisement attached hereto for the sum of FIVE HUNDRED FIFTY, 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 8th day of June, 1951.

Test:
Eugene M. Childs

Workingmens B&L Assn (SEAL)
Walter H. Myers Agent (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement attached hereto to WALTER H. MYERS, AGENT FOR WORKINGMENS B&L ASSN, at and for the sum of FIVE HUNDRED FIFTY DOLLARS, 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 8th day of June, 1951.

George W. Scible (SEAL)
George W. Scible

LIBER 72 PAGE 52

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT
	:	FOR
REAL ESTATE OF WALTER M. FRYE	:	ANNE ARUNDEL COUNTY
AND KATHERINE E. FRYE, his wife	:	EQUITY No. 10107

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Report of Sale of Eugene M. Childs, Attorney, named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, dated the 12th day of November, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 547 folio 31, to the Workingmen's Building and Loan Association of Annapolis, a body corporate of the State of Maryland, default having occurred thereunder, the said attorney 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, at the Court House door in the City of Annapolis, Md., on Friday, June 8, 1951, at 11:00 o'clock A.M. and then and there sold the said property to the Workingmen's Building & Loan Association at and for the sum of Five Hundred Fifty Dollars ($550.00), they being at that figure the highest bidder therefor, said property being the following: Lot No. 33 of Elvaton Acres as shown on plat recorded in Cabinet 3, Rod E-4, Plat 15, Third Election District of Anne Arundel County, Maryland.

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

Filed 13 June, 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

of sale which were set forth in the hand bill previously filed in these presents.

Witness my hand and seal this 13th day of June, 1951.

Eugene M. Childs (SEAL)
Eugene M. Childs, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of June, 1951, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, Attorney, 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

LIBER 72 PAGE 54 OFFICE OF

GEORGE W. SCIBLE Auctioneer
EUGENE M. CHILDS, ATTORNEY
192 Duke Of Gloucester Street
Annapolis, Md.

MORTGAGEE'S SALE
—OF VALUABLE—
FEE SIMPLE PROPERTY
LOCATED AT ELVATON ACRES, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Walter M. Frye and Katherine E. Frye, his wife, to the Workingmen's Building and Loan Association of Annapolis, a body corporate of the State of Maryland, dated November 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 547, Folio 31, default having occurred thereunder, the undersigned, Attorney named in said mortgage, will sell at public auction before the Court House door in the City of Annapolis, Maryland, on

FRIDAY, JUNE 8, 1951
AT 11:00 O'CLOCK, A. M.

All that lot or parcel of ground situate in the Third Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 33 of Elvaton Acres, as shown on a plat recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat 15.

BEING the same property conveyed unto the said Walter M. Frye and Katherine E. Frye by Charles L. Pumphrey and others by deed dated the 12th day of November, 1949, and recorded in the Land Records aforesaid in Liber J. H. H. No. 547, Folio 29. Subject to restrictions of record.

This property consists of a lot containing 2.7 acres, more or less.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the date of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from date of sale to date of settlement; taxes, insurance and other expenses to be adjusted to date of sale.

EUGENE M. CHILDS,
Attorney named in Mortgage.
Jn-6

Filed 14 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., July 20, 1951

We hereby certify, that the annexed

Mortgagee's Sale -

Walter M. Frye

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 June, 1951. The first insertion being made the 16th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By R B Macey

No. E. C. .....

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~versus~~
WALTER M. FRYE AND
KATHERINE E. FRYE, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,107 Equity

Ordered, this 13 day of June, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of July next.

The report states that the amount of sales to be $ 550.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

Filed 13 June, 1951.

LIBER 72 PAGE 55 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANE ARUNDEL COUNTY
No. 10,107 Equity
IN TH EMATTER OF THE MORTGAGED REAL ESTATE OF WALTER M. FRYE AND KATHERINE E. FRYE, HIS WIFE.

Order, this 13 day of June, 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 16 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of July next.

The report states that the amount of sales to be $550.00.

JOHN H. HOPKINS, 3rd. Clerk.

True copy, TEST:

JOHN H. HOPKINS, 3rd. Clerk.

Jy 5

Filed 16 July 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 16, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Equity 10,107

Walter M. Frye

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 16th day of July, 1951. The first insertion being made the 14th day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. .....

By D B Macey

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~WALTER~~

WALTER M. FRYE AND
KATHERINE E. FRYE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 17 July 1951.

ORDERED BY THE COURT, This 17th day of July, 1951, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT FOR
REAL ESTATE OF WALTER M. FRYE	:	ANNE ARUNDEL COUNTY
AND KATHERINE E. FRYE, HIS WIFE	:	EQUITY NO. 10107

AMENDED STATEMENT OF MORTGAGE CLAIM

Principal balance due as of June 8, 1951	$613.03
Interest to June 8, 1951	31.63
Penalties	31.38
1950 Taxes paid by Mortgagee	3.69
1951 Taxes adjusted to June 8, 1951	1.58
First Advertisement Costs	45.76
Second Advertisement Costs	48.93
	$776.00

676.74

Filed 23 July 1951

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23rd day of July, 1951, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Linthicum, Secretary for the Workingmen's Building and Loan Association, and did make oath in due form that the statement above of the Mortgage claim of the said Association 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.

Eugene M. Childs Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

In the Case of

In the Matter of the
Mortgaged Real Estate

of vs.

Walter M. Frye
and
Katherine E. Frye, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,107 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 7 Aug. '51

August 7, 1951

All of which is respectfully submitted.

Laura K. Hicklin
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Walter M. Frye and Katherine E. Frye, his wife — in ac.

To Attorney for Fee, viz:		25	00	
To Attorney for Commissions, viz:		33	00	58 00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Defendant's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		35	25	
Jos. W. Alton - Sheriff's Costs		15	00	
Katharine H. McCutchan - stenographer's fee		5	00	
Auditor - stating this account		9	00	84 25
To Attorney for Expenses, viz:				
Capital-Gazette Press-advertising 1st sale		25	32	
Capital-Gazette Press - handbills " "		12	44	
Capital-Gazette Press - order nisi " "		8	00	
Capital-Gazette Press-advertising- 2nd sale		31	24	
Capital-Gazette Press - handbills " "		9	69	
Capital-Gazette Press - order nisi " "		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Hartford Accident & Indemnity Co.- bond		10	00	
Robert H. Campbell -auctioneer's fee (1st)		10	00	
Geo. W. Scible - auctioneer's fee (2nd sale)		10	00	
One-half Federal revenue stamps			28	
One-half State revenue stamps			27	
May F. Brennan - notary fees		2	00	133 24
To Attorney for Taxes, viz:				
1950 State and County taxes		3	69	
1951 State and County taxes ($3,63,adj.)		1	58	5 27
To Workingmen's Building & Loan Ass'n, mortgagee - this balance on account mortgage claim		219	24	219 24
				500 00
Amount of amended mortgage claim filed		676	04	
Cr. Amount allowed as above		219	24	
Balance subject to decree in personam		456	80	

with Eugene M. Childs, Attorney named in Mortgage Cr.

1951				
June	8	Proceeds of Sale	500 00	500 00
				500 00

Filed 7 Aug., 1951

ORDER NISI

LIBER 72 PAGE 60

In the Matter of the Mortgaged Real Estate of

Walter M. Frye

and

Katherine E. Frye, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,107 Equity.

ORDERED, This 9 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 13 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 13 day of September next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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. 10,107 Equity

In The Matter Of The Mortgaged Real Estate of WALTER M. FRYE and KATHERINE E. FRYE, his wife.

Ordered, this 9th 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 13th 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 13th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-24

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1951

We hereby certify, that the annexed Order Nisi

No. 10,107 equity

Walter M. Frye

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of September, 1951. The first insertion being made the 10th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Julia L. Tull

No. E. C. 1757

36

IN THE MATTER OF THE MORTGAGED : IN THE CIRCUIT COURT FOR

REAL ESTATE OF ELIZABETH : ANNE ARUNDEL COUNTY

BLAKE. : EQUITY NO. 10,211

Mr. Clerk:

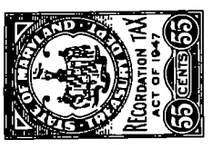
Please file the within assignment approve bond and docket the above case.

Eugene M. Childs

Eugene M. Childs, Solicitor for
Workingmen's Building and Loan Association.

Filed 24 Nov., 1931

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND



LIBER 72 PAGE 62

No. 10,211 Equity.

This Mortgage, Made this ..... day of June ....., in the year one thousand, nine hundred and forty-nine ....., between ELIZABETH BLAKE .....

.....

.....

of Anne Arundel County ....., in the State of Maryland, Mortgagor , and WORKINGMEN'S BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor , being a member of said body corporate, has received therefrom an advance of Two thousand six hundred ($2,600.00) ..... Dollars,

WHEREAS this mortgage shall also secure for future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto.

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of 6 per cent (6 %) per annum in the manner following:

By the payment of thirty-five ($35.00) ..... Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor do es grant, convey and assign unto the said Mortgagee, its successors and assigns, all ..... that ..... lot of ground situate and lying in Anne Arundel ..... County, in said State, and described as follows:

Fwd. 2 T. Spry, 1951

BEGINNING for the same at a point on the West side of Calvert Street distant 30 feet from the point of intersection of said Calvert Street and Feldmeyer Court and running thence in a Northwesterly direction and with the divisional line of Lot No. 31 on said Plat 69 feet to a 5 foot alley lying on the West of the lot hereby conveyed, thence binding on the East side of said alley 15 feet 6 inches, thence in an Easterly direction and parallel to the divisional line between the lot hereby conveyed and Lot No. 31 on said plat 64.9 feet to the West line of Calvert Street, thence running and binding on the West line of Calvert Street 14 feet 5 inches to the point of beginning. Being lot number twenty nine as laid down on aforesaid plat, together with the right of way over the aforesaid alley to Feldmeyer's Court. The improvements thereon being known as No. 27 Calvert Street.

IT BEING the firstly described property in the Deed from Noah A. Hillman, Trustee to the said Elizabeth Blake, dated December 21, 1948 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns.

Provided, however, if the said Mortgagor , her 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 her part to be made and done, then this mortgage shall be void.

And the said Mortgagor , for herself, her heirs, personal representatives and assigns, covenants with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor , her 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 6 per cent (6 %) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , her heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , her heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenants with the said Mortgagee to pay the difference between the installments of dues paid and the amount borrowed, together with a bonus of Six Dollars ($6.00) per share upon each unredeemed share and in case any calamity has involved the Mortgagee in loss during the period through which such shares have run, before a release is executed the member shall be required to pay his proportion of such loss subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Workingmen's Building and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor , her 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 Wm. W. Townshend, Jr. its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , her heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor covenants that she will warrant specially the property hereby conveyed, and that she will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor .

WITNESS:

Wilhelmina P. Hopkins

Elizabeth Blake (SEAL)
Elizabeth Blake

(SEAL)

(SEAL)

(SEAL)

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

I HEREBY CERTIFY that on this 7th day of June, 1949, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Elizabeth Blake

and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared Charles M. Carlson, 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.

Wilhelmina P. Hopkins
Wilhelmina P. Hopkins Notary Public.

Recorded- 14th June, 1949, at 11:40 A.M.

[illegible] April 20 [illegible]
[illegible] 525 [illegible]
Records of [illegible]
[illegible] Clerk

MORTGAGE

FROM

Elizabeth Blake

TO

WORKINGMEN'S BUILDING AND LOAN ASSOCIATION

Received for Record June 14 1949 at 11:40 o'clock A.M. Same day recorded in Liber JHN No. 525 Folio 541 etc. one of the Land Records of [illegible] County, and examined per [illegible] Clerk

Cost of Record, $

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

The Workingmen's Building & Loan Association of Anne Arundel County, Md. hereby assigns the within mortgage to Eugene M. Childs, Attorney, for purposes of foreclosure.

Witness the Workingmen's Building & Loan Association of Anne Arundel County, Md., by Charles M. Carlson, President, and the corporate seal thereto affixed by its Secretary, this 4th day of April, 1951.

THE WORKINGMEN'S BUILDING AND LOAN ASSOCIATION OF ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND, By

ATTEST: Thomas J. Linthicum, III
Thomas J. Linthicum, III Secretary

Charles M. Carlson
Charles M. Carlson President

LIBER 72 PAGE 66 No. 10,211 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, E. Mackall Childs of Annapolis, Maryland as Principal, and the United States Fidelity and Guaranty Company as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand and no/100 ($4,000.00) Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 20th day of April in the year of our Lord, nineteen hundred and fifty-one.

Filed 24 Apr., 1951

WHEREAS, the above bounden E. Mackall Childs by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed Trustee to Sell Real Estate at #27 Calvert Street, Annapolis, Maryland mentioned in the proceedings in the case of Elizabeth Blake vs Workingmen's Buildings and Loan Association now pending in said court.

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

Signed, sealed and delivered in the presence of

Mary F. [illegible]

Eugene Mackall Childs (SEAL)
E. Mackall Childs

UNITED STATES FIDELITY AND GUARANTY COMPANY

By E. Churchill Murray
Attorney-in-Fact E. Churchill Murray

UNITED STATES FIDELITY AND GUARANTY COMPANY INCORPORATED

Approved this 24 April, 1951
John H. Hopkins, 3rd, Clerk.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
ELIZABETH BLAKE	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10211

Filed 25 May, 1951

STATEMENT OF MORTGAGE CLAIM

Principal Balance due	$2,525.50
Interest through April 7, 1951	67.50
Penalty Charges through April 7, 1951	54.00
TOTAL	$ 2,647.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of April 1951, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Linthicum, III, Secretary of the Workingmen's Building & Loan Association and did make oath in due form that the statement above of the mortgage claim of the Workingmen's Building & Loan Association 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 the day and month aforesaid.

Eugene M. Childs Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ROBERT H. CAMPBELL :: :: :: :: :: Auctioneer

EUGENE M. CHILDS, Attorney
192 Duke of Gloucester Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE

Fee Simple Property

LOCATED AT NO. 27 CALVERT STREET
ANNAPOLIS, MARYLAND

By virtue of a power of sale contained in a mortgage from Elizabeth Blake to the Workingmen's Building & Loan Association of Annapolis, Maryland, a body corporate of the State of Maryland, dated the 14th day of June, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 525, Folio 541, default having occurred thereunder, the undersigned by virtue of an assignment of said mortgage for purposes of foreclosure, will sell at public auction at the Court House door, Annapolis,

Tuesday, May 29th, 1951

AT 11.00 O'CLOCK A. M.

Filed 29 May, 1951

All that lot of ground situate in the City of Annapolis, Anne Arundel County, Maryland, and described more particularly as BEGINNING for the same at a point on the West side of Calvert Street distant thirty (30) feet from the point of intersection of said Calvert Street and Feldmeyer Court and running thence in a Northwesterly direction and with the divisional line of Lot No. 31, 69 feet to a 5-foot alley lying on the West of the lot hereby conveyed; thence binding on the East side of said alley 15 feet 6 inches, thence in an Easterly direction and parallel to the divisional line between the lot hereby conveyed and Lot No. 31, 64.9 feet to the West line of Calvert Street; thence running and binding on the West line of Calvert Street 14 feet 5 inches to the point of beginning, together with the right of way over the aforesaid alley to Feldmeyer's Court. The improvements thereon being known as No. 27 Calvert Street.

The property is improved by a two-story, 5-room frame and stucco structure with central heat, running water, and electricity. Premises have been used as apartment and small beauty salon.

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

IN THE MATTER OF THE MORTGAGED	:	IN THE CIRCUIT COURT FOR
REAL ESTATE OF ELIZABETH BLAKE	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10211

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 Twenty four hundred 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 29th day of May, 1951.

Wm B. Cleatanoff (SEAL)
Cir Rundy Agent

Witness
Eugene M. Childs
Robt. H. Campbell

Filed 29 May, 1951

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 William B. Cleatanoff,

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 29th day of May, 1951.

Robt. H. Campbell (SEAL)
Robert H. Campbell

5

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR ANNE ARUNDEL COUNTY
ELIZABETH BLAKE	:	EQUITY No. 10211

Filed 29 May, 1951.

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 Elizabeth Blake to the Workingmen's Building & Loan Association at Annapolis, Maryland, 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 at the Court House door, Annapolis, Maryland, on Tuesday, May 29th, 1951, at 11:00 o'clock A.M., and then and there sold said property to William B. Clatanoff at and for the sum of Thirty-Four Hundred Dollars ($3400.00), he being at that figure the highest bidder therefor, and the said property being the following: No. 27 Calvert Street, Annapolis, Maryland.

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 has also received the purchaser's agreement to comply with the terms of sale which were set forth in the handbill previously filed in these presents.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Witness my hand and seal this 29th 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 29th 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

MAY F. BRENNAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 72 PAGE 72

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXXXX~~ versus ~~XXX~~
ELIZABETH BLAKE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,211 Equity

Ordered, this 29 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 ~~XTrustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of July next.

The report states that the amount of sales to be $ 3400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 29 May, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,211 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELIZABETH BLAKE.
Ordered, this 29th day of May, 1951, That the sale of the Real state in these Proceedings mentioned, made and reported by Eugene P. Childs, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of July next.
The report states that the amount of sales to be $3,400.00.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jn-22

Filed 6 July, 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., July 6, 19 51

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,211

Elizabeth Blake

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 3rd day of July, 19 51. The first insertion being made the 1st day of June, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 3759

By D. P. Mace.

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(Final Order)

Filed 6 July, 1951.

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

XXXXXXXX versus

ELIZABETH BLAKE

LIBER 72 PAGE 73
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 6th day of July Term, 19 51, that the sale made and reported by the ~~Trustee~~ Attorney's Agent aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney's Agent allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
ELIZABETH BLAKE	:	ANNE ARUNDEL COUNTY
	:	EQUITY No. 10211

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Eugene M. Childs, Assignee, respectfully represents unto Your Honors -

1. That as more particularly will appear by reference to the mortgage filed in these presents, he was assigned said mortgage for the purposes of foreclosure.

2. That in various references to your petitioner made in the papers filed herewith your petitioner was inadvertently termed Eugene M. Childs, Attorney, when the proper terminology should have been Eugene M. Childs, 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

Filed 12 July, 1951.

ORDER

ORDERED this 12 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.

Benjamin Michaelson Judge

Filed 12 July, 1951.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 72 PAGE 75

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR ANNE ARUNDEL COUNTY
ELIZABETH BLAKE	:	EQUITY No. 10,211

AMENDED STATEMENT OF MORTGAGE CLAIM

Principal Balance due as of May 29, 1951	$2,533.00
Interest through May 29, 1951	87.50
Penalty Charges through May 29, 1951	70.00
Total	$ 2,690.50

Filed 16 July 1951

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of July, 1951, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Thomas J. Linthicum, III, Secretary of the Workingmen's Building & Loan Association and did make oath in due form that the statement above of the mortgage claim of the Workingmen's Building & Loan Association 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 the day and month aforesaid.

Eugene M. Childs Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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EUGENE M. CHILDS, Attorney
192 Duke of Gloucester Street
Annapolis, Maryland
ASSIGNEE'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY
Located at No. 27 Calvert Street
Annapolis, Maryland

By virtue of a power of sale contained in a mortgage from Elizabeth Blake to the Workingmen's Building & Loan Association of Annapolis, Maryland, a body corporate of the State of Maryland, dated the 14th day of June, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 525 Folio 541, default having occurred thereunder, the undersigned by virtue of an assignment of said mortgage for purposes of foreclosure, will sell at public auction at the Court House door, Annapolis,

TUESDAY, MAY 29TH, 1951
AT 11:00 O'CLOCK A. M.

All that lot of ground situate in the City of Annapolis, Anne Arundel County, Maryland, and described more particularly as BEBINNING for the same at a point on the West side of Calvert Street distant thirty (30) feet from the point of intersection of said Calvert Street and Feldmeyer Court and running thence in a Northwesterly direction and with the divisional line of Lot No. 31, 69 feet to a 5-foot alley lying on the West of the lot hereby conveyed; thence binding on the East eldo of said alley 15 feet 6' inches, thence in an Easterly direction and parallel to the divisional line between the lot hereby conveyed and Lot No. 31, 64.9 feet to the West line of Calvert Street; thence running and binding on the West line of Calvert Street 14 feet 5 inches to the point of beginning, together with the right of way over the aforesaid alley to Feldmeyer's Court. The improvements thereon being known as No. 27 Calvert Street.

The property is improved by a two story, 5-room frame and stucco structure with central heat, running water, and electricity. Premises have been used as apartment and small beauty salon.

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
Robert H. Campbell
Auctioneer

m-18

No. E. C. .....

Filed 26 July, 1951.

OFFICE OF LIBER 72 PAGE 76

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 -

Elizabeth Blake

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 29th day of May, 1951. The first insertion being made the 4th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

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LIBER 72 PAGE 77

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~XXX~~
Elizabeth Blake

In the
Circuit Court
For
Anne Arundel County
No. 10,211 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 30 July 1951

July 26, 1951

All of which is respectfully submitted.

Laura R. Jacobsen
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Elizabeth Blake in ac.

To Assignee for Fee, viz:	75	00		
To Assignee for Commissions, viz:	132	69	207	69
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's Appearance fee	10	00		
Clerk of Court - Court costs	20	75		
Auditor - stating this account	9	00	39	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	27	75		
Capital-Gazette Press - handbills & tax	9	79		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Clerk of Court - recording assignment		75		
U.S. Fidelity & Guaranty Co. - bond premium	16	00		
Robert H. Campbell - auctioneer's fee	15	00		
One-half Federal revenue stamps	1	93		
One-half State revenue stamps	1	92		
Notary fees	1	50	88	64
To Assignee for Taxes, viz:				
1950 State & County taxes ($32.20 - adjusted to 5/29/51)	13	14		
1950 Annapolis City taxes ($22.42 - adjusted to 5/29/51)	20	45	33	59
To Assignee for Benefit Charges, viz:				
Annapolis Water Co. - water service to 6/30/51	4	75	4	75
To Workingmen's Building & Loan Ass'n, mortgagee - in full for amended mortgage claim filed	2,690	50	2,690	50
To Elizabeth Blake, mortgagor - this balance	358	03	358	03
			3,422	95

with Eugene M. Childs, Assignee Cr.

1951				
May	29	Proceeds of Sale	3,400 00	
		Interest on deferred payment to 7/13/51	22 95	3,422 95
				3,422 95

LIBER 72 PAGE 80

Filed 30 July, 1951.

Filed 11 Sept., 1951.

Filed 23 Aug., 1951.

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~VERSUS~~

Elizabeth Blake

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,211 Equity.

ORDERED, This 30 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 31 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 31 day of August next.

John H. Hopkins, 3rd. Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of September, 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.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,211 Equity

In The Matter Of The Mortgaged Real Estate Of ELIZABETH BLAKE.

Ordered, this 30th 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 31st day of August next; Provided, a copy of this Ordor be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-14

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 22, 1951

We hereby certify, that the annexed

Order Nisi - Auditor's Account
Equity 10,211
Elizabeth Blake

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of August, 1951. The first insertion being made the 31st day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 65

By D B Macey

MARTHA C. PLUMMER DAWSON JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, Plaintiffs VS. THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, Defendants	:	EQUITY NO. 10,197 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 29 Mar., 1951.

Mr. Clerk:

Please file the Petition for Sale and Partition of Real Estate in the above entitled case, authorization to institute suit from Martha C. Plummer Dawson, Jane E. Plummer Norman, Herbert T. Plummer, and Albert Hammaros. Also please issue subpoenas as prayed in the Petition and have the Sheriff serve copies of the Petition on Gertrude Plummer, infant, James Plummer, infant, Marie Plummer, infant, and Mary Plummer, infant.

George D. Rullman,
Attorney for Plaintiffs

MARTHA C. PLUMMER DAWSON, JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, Plaintiffs VS. THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, Defendants	EQUITY NO. 10,192 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

PETITION FOR SALE AND PARTITION OF REAL ESTATE

Filed 29 Mar., 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs herein respectfully show unto your Honors:

First: That Robert B. Plummer, of Anne Arundel County, by his Last Will and Testament, duly admitted to probate in the Orphans Court for Anne Arundel County, and recorded among the Testamentary Records therein in Liber G.T.C. 1, folio 3, devised to his son, John Emory Plummer, by the first item in his Will: "All that land of the farm on which I now reside lying on the East side of the County Road, commonly called the River Road, running through my farm, and leading from Bristol to Mt. Pleasant, for and during the term of his natural life, and after his death, I give and bequeath said land to his children, in fee simple." A certified copy of the Last Will and Testament of Robert B. Plummer is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit A".

Second: That the tract of land referred to in the above paragraph is a portion of the property which was conveyed to Robert B. Plummer and Clementine Plummer, his wife, (Clementine Plummer pre-deceased her husband), by Edward C. Gantt, Trustee, by

deed dated December 10, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. 24, folio 111. A certified copy of said deed is filed herewith and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit B".

Third: That the property in which John Emory Plummer had a life estate is located near Bristol, in the Eighth Election District of Anne Arundel County, contains 86.65 acres, more or less, and is improved by a five room frame dwelling which is in need of repairs, and outbuildings that are in need of repairs.

Fourth: That John Emory Plummer departed this life on or about January 19, 1951, and left surviving him the following children and grandchildren: John Emory Plummer during his lifetime was first married to Cora Elizabeth Plummer, who departed this life in October, 1927, and there were born as a result of this marriage: Martha C. Plummer Dawson, a daughter, who intermarried with Basil K. Dawson; Mary Elizabeth Plummer Hammaros, a daughter, who departed this life in April of 1945, who had intermarried with Thomas B. Hammaros, and the following children were born as a result of this marriage: Albert Hammaros, a son, and Thomas Hammaros, a son; Jane E. Plummer Norman, a daughter, who intermarried with Thomas E. Norman; Herbert T. Plummer, a son, single. These parties are all of age. John Emory Plummer married a second time Gertrude Plummer, and as a result of this marriage the following named children were born: Gertrude Plummer, a daughter, now 16 years of age; James Plummer, a son, now 14 years of age; Marie Plummer, a daughter, now 11 years of age; Mary Plummer, a daughter, now 11 years of age (the last two named children are twins). The second wife of John Emory Plummer, Gertrude Plummer, also survives him.

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Fifth: That the property mentioned in these proceedings in which the late John Emory Plummer had a life estate is not susceptible of partition in kind between the Plaintiffs and Defendants, it being physically impossible to divide the said property into eight equal parts without damage to the parties interest thereon.

AND, THEREFORE, it would be to the interest and advantage of the parties in interest to have the said property sold for partition, and the proceeds of sale divided amongst the parties entitled thereto according to their respective interests as provided in the Last Will and Testament of the said Robert B. Plummer, deceased.

NOW, THEREFORE, YOUR PETITITONERS PRAY YOUR HONORS to decree a sale of the property for partition, and the proceeds of the sale of the property be divided amongst the parties in interest as their interests may appear; and that the Plaintiffs may have such other and further relief as their case and Equity may entitle them to have.

May it please your Honors to grant unto the Plaintiffs the writ of subpoena to the Defendants named and residing as follows: Gertrude Plummer, infant, Bristol, Anne Arundel County, Maryland; James Plummer, infant, Bristol, Anne Arundel County, Maryland; Marie Plummer, infant, Bristol, Anne Arundel County, Maryland; and Mary Plummer, infant, Bristol, Anne Arundel County, Maryland; and also the writ of subpoena directed to Thomas Hammaros, now in the United States Army of Occupation in Germany, in accordance with the provisions of the Public General Code of Maryland, his address will be supplied; commanding them to be

and appear in this Court by some certain day to be named therein to show cause, if any they may have, why the relief prayed should not be granted.

AND, AS IN DUTY BOUND, etc.

George E. Rullman
Solicitor for Plaintiffs

EXHIBIT "A"

I, Robert B. Plummer of Anne Arundel County in the State of Maryland do make publish and declare this to be my last Will and testament in manner and form following.

After all of my debts and funeral expences are paid and discharged I give bequeath and devise the remainder of my property as follows.

Item 1st To my son John Emory Plummer I give and devise all of the land of the farm on which I now reside lying on the east side of the County road commonly called the River road running through my farm and leading from Bristol to Mt. Pleasant, for and during his natural life and after his death I give and devise said land to his children in fee simple.

Item 2d To my son Robert C. Plummer I give and devise all of the land of the farm on which I now reside lying on the West side of the County road commonly called the River road running through my farm and leading from Bristol to Mt. Pleasant in fee simple, by the payment of ($300.00) three hundred dollars to the said John Emory Plummer, the said sum of three hundred dollars to be a lein on the land devised to Robert C. Plummer until paid.

Filed 29 Mar., 1951.
Re-filed 9 Nov. 1951

Item 3d. The rest and residue of my property real, personal or mixed including all moneys that I may have at the time of my death I give and bequeath to my two sons John Emory Plummer and Robert C. Plummer they to share and share alike.

And lastly I do hereby constitute and appoint my two sons John Emory Plummer and Robert C. Plummer to be executors of this my last will and testament, revoking and annulling all former wills by me heretofore made ratifying and confirming this and none other to be my last will and testament.

In testimony whereof I hereunto set my hand and seal this 8th day of Sept. in the year nineteen hundred and twenty-four.

Robert B. Plummer (SEAL)

(Exhibit "A")

Examiner's Ex. 1

Signed, sealed, published, and declared by the above named Robert B. Plummer as and for his last will and testament in our presence, who at his request, in his presence and in the presence of each other have hereto set our hands as witnesses hereto.

A. L. Shepherd

W. Owens Shepherd

George R. Drury.

ANNE ARUNDEL COUNTY, SS:

On the 25th day of November 1930 came John Emory Plummer and Robert C. Plummer and made Oath in due form of law, that they do not know of any Will or Codicil of Robert B. Plummer late of said County, deceased, other than the above instrument of writing, and that they received the same from the Register of Wills in whose Custody the same had been - Read by him to us. Testator departed this life on or about the 23rd day of October, 1930.

Sworn to before the subscriber,

Oden B. Duckett Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 13th day of January , 1931 came A. L. Shepherd, W. Owens Shepherd & Geo R. Drury subscribing witnesses to the aforegoing last Will and Testament of Robert B. Plummer 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 in open Court . 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 Robert B. Plummer, 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 Robert B. Plummer, deceased.

Maynard Carr C.J.

Owain E. Owens A.J.

William B. Elliott A.J.

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LIBER 72 PAGE 88

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

Robert B. Plummer *late of said County deceased* together with the 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 15th *day of* March *in the year of our Lord, nineteen hundred and* ~~forty~~ fifty one

R Glenn Prout

Register of Wills for Anne Arundel County

EXHIBIT "B"

THIS DEED made this tenth day of December in the year nineteen hundred and one by and between Edward C. Gantt Trustee as hereinafter named of the first part and Robert B. Plummer and Clementine Plummer his wife of Anne Arundel County of the Second part Witnesseth: Whereas by a decree of the Circuit Court for Anne Arundel County dated the 9th day of May 1900 and passed in the cause in said Court between John Shepherd and other Plaintiffs and Owen Shepherd and others defendants No. 2188 Equity the said Edward C. Gantt was appointed trustee with authority to sell the real estate in the proceedings in said cause mentioned: and the said trustee after complying with all the previous requisites of the decree did on or about the fifth day of June in the year 1890 sell unto the said Robert B. Plummer at and for the sum of twenty one hundred and ninety three dollars and twenty-five cents, the following described real estate lying and being in said County and State of Maryland and being composed of Lot number 1 Lot number 2 and Lot number 3 according to the plat of the whole land filed in said proceedings and described as follows: Beginning for Lot No. 1, at a stone being an original boundary stone of a tract of land called Allens purchase and running from thence South one and a half degrees West eight hundred and two and seven tenths feet to a stone marked A.A.M. 5 thence north eighty-nine degrees fifty two minutes west five hundred and ninety-six feet and thirty hundredths: thence South twenty-three degrees West eight hundred and eight and a half feet to a stone: thence South twelve and a half degrees West seven hundred and fifty-three and a half feet to the County road: thence south eighty nine degrees forty minutes West four hundred and forty-four feet to a stone, thence running with a road dividing said lot from Lots No. 2 and No. 3 as follows, North seven degrees forty minutes west fifteen hundred and thirteen feet North fifteen degrees ten minutes west fourteen hundred and six feet: North three degrees forty minutes west five hundred and fifty five and seventy-five hundredths feet thence south eighty-nine degrees forty-five minutes east seven hundred and eighty-one feet to a stone marked A.P. 7 thence South twenty four degrees forty-five minutes east

Filed 29 Nov., 1951
Re-filed 9 Nov., 1951

(Exhibit "B")

Examiner's Ex. 2

eight hundred and ninety-six and seven tenths feet to a stone marked A.P. 8: thence South fifty-four degrees twenty minutes east three hundred and forty six and eight tenths feet to a stone marked A.P. 9 thence South eighty two degrees forty minutes east six hundred and seventy seven and one tenth feet to the Beginning, containing eighty-six and sixty five hundredths acres of land more or less. And beginning for Lot Number 2 at the stone the end of the fifth line of Lot No. 1 above described and continuing the course of said fifth line and running North eighty nine degrees forty minutes west eight hundred, and sixty-four and eight tenths feet to a stone: thence north eight and a half degrees West fifteen hundred eight and nine tenths feet: thence South eighty nine degrees fifty two minutes east eight hundred and ninety seven and nine tenths feet to the said road dividing lots No. 1 and No. 2 and thence running with said road South seven degrees forty minutes east fifteen hundred and thirteen feet to the Beginning containing thirty and sixty-nine hundredths acres more or less. And beginning for lot Number 3 at a point distant sixteen hundred and seventy eight feet from a stone marked A.A.M. 6 in a north eighty nine degrees fifty two minutes west direction and running from thence north three degrees east twenty four hundred feet: thence South twelve degrees twenty minutes east ninety nine feet: thence South twenty-three degrees fifty minutes East one hundred and fifty two feet: thence South eighty seven degrees twenty minutes east one hundred and sixty-five feet thence South sixty nine degrees fifty minutes east ninety-nine feet: thence South forty-three degrees twenty minutes east ninety-nine feet thence South twenty nine degrees fifty minutes east ninety nine feet: thence south twenty and a half degrees east one hundred and seventy seven feet: thence north seventy eight degrees twenty minutes east five hundred and ninety-four feet thence south eighty nine degrees forty five minutes East eight hundred and sixty and three quarters feet to intersect the aforesaid road running between lot No. 3 and 1 and thence with said road South three degrees forty minutes East five hundred and fifty-five and three quarters feet: South fifteen degrees

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ten minutes east fourteen hundred and six feet and thence running north eighty-nine degrees fifty-two minutes West twenty-three hundred and eighty-five and nine tenths feet to the place of beginning containing ninety seven and seventy eight hundredths acres more or less.

And whereas the aforesaid sale has been duly reported to and by order of the said Court has been finally ratified and confirmed and whereas the aforesaid purchase money has been fully paid and satisfied to the said trustee he is authorized by said decree to execute these presents.

And whereas on the petition of the said Robert B. Plummer an order of said Court was passed dated the tenth day of December 1901, substituting Robert B. Plummer and Clementine Plummer his wife as purchasers of said real estate to hold by entireties instead of the said Robert B. Plummer returned as purchaser by said trustees report.

Now therefore this deed witnesseth that the said Edward C. Gantt trustee as aforesaid for and in consideration of the premises and of the sum of five dollars in hand paid him before the sealing and delivery of these presents the receipt whereof is hereby acknowledged does grant and by these presents convey unto the said Robert B. Plummer and Clementine Plummer his wife to hold by entireties and not jointly or in common all the real estate and property hereinbefore described with its appurtenances and all the right title interest and estate of all the parties to the aforesaid decree any every of them both at law and in Equity in and to the same and every part and parcel thereof.

To have and to hold the aforesaid land and premises with its appurtenances unto the said Robert B. Plummer and Clementine Plummer his wife by entireties and not jointly or in common and to their assigns forever.

Witness the hand and seal of the said Trustee.

Test

John N. Davis

Edward C. Gantt (SEAL)

Trustee

//

State of Maryland

Anne Arundel County to wit

I hereby certify that on this eleventh day of December nineteen hundred and one before me the subscriber a Justice of the Peace of the State of Maryland in and for said County personally appeared Edward C. Gantt Trustee and acknowledged the aforegoing deed to be his act.

John N. Davis,

Justice of the Peace.

Recorded 11th December 1901

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 24 Folio 111 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15th day of March A.D., 1951.

John H. Hopkins, 3rd Clerk

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MARTHA C. PLUMMER DAWSON,
JANE E. PLUMMER NORMAN,
HERBERT T. PLUMMER,
ALBERT HAMMAROS,

Plaintiffs

VS.

THOMAS HAMMAROS,
GERTRUDE PLUMMER, Infant,
JAMES PLUMMER, Infant,
MARIE PLUMMER, Infant,
MARY PLUMMER, Infant, Defendants

EQUITY NO. 10,192

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

To: George E. Rullman, Attorney
Annapolis, Maryland

AUTHORIZATION TO INSTITUTE SUIT

You are hereby authorized to proceed and institute partition proceedings of the property located in the Eighth Election District of Anne Arundel County, Maryland, which was devised to our father, John Emory Plummer, by our grandfather, Robert E. Plummer, for and during the term of his natural life, and after his death, to his children.

Martha C. Plummer Dawson
Martha C. Plummer Dawson

Jane E. Plummer Norman
Jane E. Plummer Norman

Filed 29 Mar., 1951

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MARTHA C. PLUMMER DAWSON,
JANE E. PLUMMER NORMAN,
HERBERT T. PLUMMER,
ALBERT HAMMAROS,

LIBER 72 PAGE 94

Plaintiffs

VS.

THOMAS HAMMAROS,
GERTRUDE PLUMMER, Infant,
JAMES PLUMMER, Infant,
MARIE PLUMMER, Infant,
MARY PLUMMER, Infant,

Defendants

EQUITY NO. 10192

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

AUTHORIZATION TO INSTITUTE SUIT

To: George E. Rullman, Attorney
Annapolis, Maryland.

Filed 29 Mar., 1951

You are hereby authorized to proceed and institute partition proceedings of the property located in the Eighth Election District of Anne Arundel County, Maryland, which was devised to our father, John Emory Plummer, by our grandfather, Robert B. Plummer, for and during the term of his natural life, and after his death, to his children.

Herbert T. Plummer

Herbert T. Plummer

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MARTHA C. PLUMMER DAWSON,
JANE E. PLUMMER NORMAN,
HERBERT T. PLUMMER,
ALBERT HAMMAROS,

LIBER 72 PAGE 95

Plantiffs

EQUITY NO. 10,192

VS.

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

THOMAS HAMMAROS,
GERTRUDE PLUMMER, Infant,
JAMES PLUMMER, Infant,
MARIE PLUMMER, Infant,
MARY PLUMMER, Infant, Defendants

To: George E. Ballman, Attorney
Annapolis, Maryland

AUTHORIZATION TO INSTITUTE SUIT

You are hereby authorized to proceed and institute partition proceedings of the property located in the Eighth Election District of Anne Arundel County, Maryland, which was devised to our father, John Emory Plummer, by our grandfather, Robert B. Plummer, for and during the term of his natural life, and after his death, to his children.

Thomas B Hammaros
Thomas B. Hammaros

Albert Hammaros
Albert Hammaros

Filed 29 Mar., 1951

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Martha G. Plummer Dawson, et al	:	No. 10,192 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Thomas Hammaros, et al	:	Anne Arundel County
	:	

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

To the Honorable, the Judge of said Court:

The petition of Gertrude Plummer, guardian and mother of the four infant defendants, to wit: Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, respectfully shows:

1.

That Robert B. Plummer, by his last will and testament, devised a farm to John Emory Plummer, her husband, for and during the term of his natural life and after his death to his children.

2.

That the said John Emory Plummer was married twice, that all of his children by his first marriage have employed George E. Rullman, Esquire, to file a bill for the sale of the real estate for the purpose of partition against all of her children.

3.

That all of her children have been duly summoned by service upon her but being infants are unable to appear and answer for themselves or to have any representation in the sale.

4.

That your Petitioner feels that the children by the first marriage, who are all adults and plaintiffs, may have an idea of buying in the said real estate at a small price and thereby ultimately deprive her children of their fair share.

5.

That your Petitioner has sought the services of George B. Woelfel to look out for the interest of her infant children and

Filed 10 May 1951

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respectfully submits that he be appointed cotrustee in making the sale of the farm as the said property cannot be divided in kind without material loss or injury.

Wherefore, your Petitioner, prays:

1. That in the decree for the sale of the property that your Honor appoint George B. Woelfel as a representative of all of her infant children.

And as in duty bound, etc.

Gertrude Plummer.
Petitioner and guardian

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

I hereby certify that I mailed a copy of the above petition to George E. Rullman, Esq., Lee Building, Church Circle, Annapolis, Maryland, postage prepaid, on May 10th, 1951.

George B. Woelfel
George B. Woelfel

MARTHA G. PLUMMER DAWSON, et al.	: No.	10,192 Equity
	:	In the
vs.	:	Circuit Court
	:	for
THOMAS HAMMAROS, et al.	:	Anne Arundel County

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

To the Honorable, the Judge of said Court:

The petition of Gertrude Plummer, guardian and mother of the four infant defendants, to wit: Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, respectfully shows:

1.

That the aforesaid children have all been duly summoned by service upon your petitioner as their mother and guardian but, being infants, said children are unable to appear to answer for or defend themselves in this suit.

Wherefore, your petitioner prays:

1/ That a Guardian ad litem may be appointed to appear and answer on behalf of the said Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, all infants.

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

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 10th day of May, 1951, 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.

Filed 11 May, 1951.

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Filed 11 May, 1951

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 11th day of May, 1951, 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 case for Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, all infants.

Benjamin Michaelson
Judge.

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Martha G. Plummer Dawson, et al	:	No. 10,192 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Thomas Hammaros, et al	:	Anne Arundel County

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

The answer of Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, infants, by George Crowley, their guardian ad litem, respectfully shows:

That the defendants Gertrude Plummer, James Plummer, Marie Plummer and Mary Plummer, being infants, cannot admit nor deny any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

And as in duty bound, etc.

George Crowley
George Crowley
Guardian ad litem

I hereby certify that a copy of the above answer of the guardian ad litem was mailed George E. Rullman, Esq., Lee Bldg., Annapolis, Md., postage prepaid, this 18 day of May, 1951.

George B. Crowley

Filed 18 May, 1951.

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MARTHA C. PLUMMER DAWSON,	:	EQUITY NO. 10,192
et al	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
THOMAS HAMMAROS,	:	
et al	:	

: : : : : : : : : :

ANSWER OF THOMAS HAMMAROS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Thomas Hammaros, one of the Defendants in the above entitled cause, in proper person, respectfully shows unto your Honors:

That he admits the allegations contained in the Petition for the Sale and Partition of Real Estate, and consents to the passage of the Decree as prayed therein.

Respectfully submitted,

Thomas Hammaros
Thomas Hammaros

WITH THE ARMED FORCES OF THE UNITED STATES,
AT Aschaffenberg, Germany APO 162

I hereby certify that the aforegoing Answer was acknowledged this 18th day of June, 1951, by Thomas Hammaros, serving in the armed forces of the United States, before me, a commissioned officer in the active service of the Army of the United States.

Herbert E. Smith
(Signature of officer)

1st Lt Chaf. Hq & Hq Co 18th Eng.
(Name, rank, and unit to which attached)

Bridgewater South Dakota
(Permanent address of officer)

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MARTHA C. PLUMMER DAWSON, et al	:	No. 10,192 Equity IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS HAMMAROS, et al	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

PETITION FOR LEAVE TO TAKE TESTIMONY

Thomas Hammaros, the only adult Defendant, has answered the Bill of Complaint filed against him, and the infant Defendants have answered the Bill of Complaint by the Guardian Ad Litum.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in the premises giving the Defendants leave to take testimony before one of the standing examiners of this Court to sustain the allegations contained in the Bill of Complaint.

AND, AS IN DUTY BOUND, etc.

George E. Rullman,
Attorney for Plaintiffs

Upon the aforegoing Petition, it is thereupon this 5th day of September in the year 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that leave be granted the Plaintiffs to take testimony before one of the standing examiners of this Court to sustain the allegations contained in the Bill of Complaint.

Judge

Filed 5 Sept. 1951.

Filed 5 Sept., 1951.

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MARTHA C. PLUMMER DAWSON, ET AL.	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
THOMAS HAMMEROS, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,192 Equity

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

TESTIMONY ON BEHALF OF THE

PLAINTIFFS

October 31, 1951

Present:

Mr. George E. Rullman, Solicitor for Plaintiffs.

Mr. George Crowley, Guardian Ad Litem.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Herbert T. Plummer, pages 2 to 6.

Martha C. Plummer Dawson, pages 6 and 7.

John M. Thomas, pages 7 to 9.

Fred E. Voges, pages 9 to 11.

Filed 9 Nov. 1951

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

(Mr. Rullman)

1. State your name, residence and occupation.

A. Herbert T. Plummer, Mitchellsville, Maryland, and my occupation is carpenter foreman.

2. Did you know Robert B. Plummer?

A. Yes he is my grandfather.

3. Is your grandfather living or dead?

A. He is dead.

4. Do you remember when he died?

A. He died in 1926.

5. Do you know John Emory Plummer?

A. My father.

6. Is he living or dead?

A. He died the first of February, 1951.

7. Do you know whether your grandfather, Robert B. Plummer, left a Last Will and Testament?

A. Yes he did.

8. Did you ever see it?

A. I read it, yes.

9. I have here a certified copy of the Will of Robert B. Plummer, which is shown to be recorded among the Testamentary Records of Anne Arundel County in Liber G.T.C. 1, folio 3, and you say that you have read that Will previously?

A. Yes.

10. I want you to look at this paper and identify that as the Will of Robert B. Plummer?

A. Yes, that is it.

(CERTIFIED COPY OF WILL OF ROBERT B. PLUMMER FILED AS EXHIBIT A MARKED EXAMINER'S EXHIBIT 1)

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11. The John Emory Plummer mentioned in this Will is your father?

A. Yes.

12. In your grandfather's Will there is a provision: "All the land of the farm on which I now reside lying to the east side of the County Road, commonly called the River Road, running through my farm and leading from Bristol to Mt. Pleasant for and during the term of his natural life and after his death, I give and bequeath said land to his children in fee simple."

A. That's right.

13. Did you live on that place?

A. One year when I was six years old.

14. Did your father live there?

A. He lived there at one time but he didn't work the land.

15. What does that property consist of?

A. It is supposed to be 90 acres and an old house and three small houses on it.

16. In the Plat it is referred to as 86.65 acres of land?

A. That's about it.

17. What is the condition of the property now?

A. It is mostly grown up with scrub and trees now.

18. Has it been recently farmed?

A. Two or three acres in the last year; none this year.

19. Does the State Road go through that property?

A. It is a half a mile on the State Road.

20. That is the Southern Maryland Highway?

A. Yes Southern Maryland Boulevard.

21. Does the land lay on both sides of the highway?

A. Yes.

22. How much is on the North side of the road?

A. Fifteen or twenty acres.

23. And the balance is to the south side of the Highway?

A. Yes.

24. What if any improvements are on the property?

A. There is an old house and 3 smaller houses.

25. Describe the old house?

A. It is a four room house, two room up and two down-two story, frame construction, brick rolled sides, looks like imitation brick, asphalt roof, plain window frames and a kitchen on the back.

26. What is the state of repair of this house?

A. One chimney is not fit to use; one chimney is practically new; there is an old chimney on the kitchen.

27. Is the house in need of repairs?

A. Yes, the roof has been on there 27 or 30 years.

28. What is the condition of the other houses?

A. One is more of a shed type house. A fellow built it himself, furnished materials and then paid so much a month.

29. Are they in good repair?

A. I have not been inside of those houses but they don't look good outside.

30. How much of this area as shown by the deed is in the bed of the State Road?

A. It a half a mile long and fifty feet wide. It is about $4\frac{1}{2}$ acres.

31. What was your mother's name?

A. Cora Elizabeth.

32. She was the first wife of your father?

A. Yes.

33. Is she living or dead?

A. She died October 1927.

34. What children were born as a result of that marriage?

A. Martha C. Plummer Dawson who married Basil K. Dawson, Mary Elizabeth Plummer Hammaros.

35. Is Mary Elizabeth Plummer Hammaros living or dead?

A. She died in April 1945.

36. Was she married?

A. Yes to Thomas B. Hammaros.

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37. Did she leave any children surviving her?

A. Yes, two sons, Albert Hammaros and Thomas Hammaros.

38. Were there any other children born as a result of the marriage of John Emory Plummer and Cora Elizabeth Plummer?

A. Yes, Jane E. Plummer Norman, a daughter, who married Thomas E. Norman, and myself, Herbert T. Plummer, single.

39. Are all of these parties of age?

A. Yes they are.

40. Did your father, John Emory Plummer, after your mother's death, remarry?

A. Yes.

41. What was his wife's name?

A. Gertrude.

42. Is she living?

A. Yes.

43. What children were born as a result of this marriage?

A. Gertrude Plummer, a daughter, now about 17 years old; James Plummer, a son, now 14 years old, Marie Plummer, a daughter, now 11 years old, and Mary Plummer, a daughter, how 11 years old; the last two children are twins.

44. According to the Will of your grandfather, Robert B. Plummer, your father's interest in the property terminated with his death?

A. Yes.

45. He had no other children by either of his first or second marriages other than you have mentioned?

A. Only those that are dead; Robert Eugene was killed at Pearl Harbor and he was not married and Preston Smith died in infancy and John died in infancy.

46. I show you a certified copy of a deed dated the 10th day of December, 1901, from Edward C. Gantt, Trustee, to Robert B. Plummer and Clementine Plummer his wife. Is Clementine Plummer dead?

A. She died before my grandfather.

47. This deed is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24, folio 111, which describes 3 tracts of land. Does that describe the property your grandfather had?

A. Yes.

(CERTIFIED COPY OF DEED FILED AS EXHIBIT "B" MARKED EXAMINER'S EXHIBIT 2)

48. In your opinion, can this property be divided among the heirs at law, the children of your father, without loss or injury to them?

A. I don't think so.

49. Do you think it would be for the best interests of the parties concerned to have the property sold and the proceeds divided among the parties in interests as their interests appear?

A. Yes I do.

(Mr. Strahorn)

To the General Question under the Rule, the witness answers "No".

Herbert T. Plummer

Herbert T. Plummer

****

Martha C. Plummer Dawson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. What is your full name?

A. Martha C. Plummer Dawson.

2. Where do you live?

A. Churchton, Maryland.

3. You are the wife of Basil K. Dawson?

A. Yes.

4. What was the name of your grandfather?

A. Robert B. Plummer.

5. Is he now dead?

A. Yes he died in 1926.

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6. Are you the daughter of John Emory Plummer?

A. Yes.

7. Is he living?

A. No he died February 1, 1951.

8. The gentleman who has just testified, Herbert T. Plummer, is your brother?

A. Yes.

9. You heard his testimony as to the children of your father and mother and of your father and his second wife, was that testimony correct?

A. It was.

10. You know of your own knowledge his testimony is the same that you would give?

A. Yes it is.

11. In your opinion is this property susceptible of division in kind between the heirs without loss or damage to them?

A. It can't be equally divided.

12. Do you think it would be for the best interest for all parties concerned that the property be sold and the proceeds divided among the parties in interest as their interests appear?

A. Yes I do.

(Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

Martha C. Plummer Dawson

(Martha C. Plummer Dawson

****

John M. Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. What is your name and address?

A. John M. Thomas, Shadyside, Maryland.

3. What is your occupation?

A. Real Estate broker and I am engaged in the lumber and building supply business and am also a director of the County Trust Company of Annapolis, Md. and a director of the First Federal Savings and Loan Association.

4. Those institutions make appraisals for the purpose of lending money on certain properties?

A. Yes, appraisals are made every week.

5. How long have you been making such appraisals?

A. For several years.

6. Have you made appraisals of property in the neighborhood of this property under consideration?

A. I have.

7. Have you examined and appraised this property?

A. I have.

8. You have been on the property?

A. I have.

9. Do you know the acreage of the property?

A. 86.65 acres, out of which we found the State Roads Commission had cut a road through since the original plat, which would be a deduction of about four acres.

10. What was the condition of the land?

A. It is in very poor shape. It has not been farmed for sometime. It is grown up in small trees and scrub.

11. Are there any improvements on the property?

A. Four houses.

12. What do they consist of?

A. One two story or farm house which I appraised at $1000.00, two very small cottages, which I appraised at $100.00 each, and one one story frame siding cottage which I appraised at $300.00. The ground I appraised at $2500.00 as a whole. That is a total of $4000.00 for the entire property. The houses are in such bad condition, I don't think they could be considered worth more than what we placed on them.

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13. You have examined that property and you have heard the previous testimony; are you in agreement with their testimony that the property cannot be divided in kind without loss or damage to the parties in interest?

A. I am.

14. In your opinion, would it be to best advantage to all of the parties concerned to sell the property and divide the proceeds among the parties in interest as their interests appear?

A. It would be.

(Mr. Strahorn)

To the General Question under the Rule, the witness answers "No".

John M. Thomas

John M. Thomas

****

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. What is your name?

A. Fred E. Voges.

2. What is your occupation?

A. Real Estate Broker.

3. Where?

A. 221 Main Street, Annapolis, Md.

4. How long have you been engaged in that business?

A. 19 years.

5. Have you had occasion to appraise property in the neighborhood of the property under consideration?

A. I have.

6. I believe that you are also a member of the Board of Directors of the First Federal Savings & Loan Association of Annapolis, Md.?

A. I am.

7. You sometimes make appraisals for that institution for the purpose of arriving at an evaluation for loan purposes?

A. That's right.

8. Have you seen this property under consideration?

A. I have.

9. When did you see it?

A. I would say about the 15th of September, 1951.

10. You were there with Mr. John M. Thomas who just testified?

A. Yes.

11. Do you know the acreage of the tract of land?

A. It was given to us on a plat as 86.65 acres. We have since learned the State Roads took four acres since the original plat was made

12. Are there any improvements on the property?

A. The improvements consist of one old farm house, frame, in poor condition, no heat, no plumbing; two small cottages, no conveniences, with tar paper roofs; one slightly larger cottage also with tar paper roof in a poor state of condition.

13. Is the land tillable?

A. It has been, but showed evidence of a good many years of neglect. It is grown up in small scrub trees and heavy underbrush.

14. Will you give your valuation of the land as your examination saw it?

A. In my opinion in its present condition, the land is worth $2500.00.

15. What are the improvements worth?

A. In their present condition, the main dwelling is worth $1000.00, the largest one of the 3 cottages, $300.00 and the other two, $100.00 a piece.

16. There are four structures on the property?

A. Yes.

17. Is there a barn?

A. No.

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18. In your opinion is this property susceptible of partition in kind between the heirs without loss or damage to them?

A. In my opinion it is not susceptible of partition.

19. In your opinion, would it be to best advantage to all of the parties concerned to sell the property and divide the proceeds among the parties in interest as their interests appear?

A. That is my opinion.

((Mr. Strahorn)

To the General Question under the Rule the witness answers "No".

Fred E. Voges

Fred E. Voges

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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 9th day of November, 1951.

(SEAL)
Examiner

J.S.S. $10.00
K.H.McC. $10.00

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MARTHA C. PLUMMER DAWSON, JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, Plaintiffs VS. THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, Defendants	:	EQUITY NO. 10,192 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

DECREE FOR SALE

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

Filed 21 Nov., 1951.

It is thereupon this 21st day of November, in the year Nineteen Hundred and fifty-one (1951), by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in the proceedings be sold; that George E. Rullman and George B. Woolford be and they are hereby appointed Trustees to make such sale, and that the course and manner of the proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a Surety Company authorized to do business in the State of Maryland, to be approved by this Court, in the penalty of Five Thousand Dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises: They shall then proceed to make such sale, having given at least three weeks' notice by advertisement in such newspaper published in Anne Arundel County

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as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be: The purchase money payable on ratification of sale, Trustees may require a deposit on day of sale. And as soon as may be convenient after said sale, said Trustees shall return into this Court a full and particular account of their proceedings relative to said sale, with an annexed affidavit of the truth thereof, and the fairness of said sale, and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear, and discharged of all claims of the parties hereto, Plaintiffs and Defendants, 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 by Order of this Court after deducting the costs of this suit and such commissions 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

LIBER 72 PAGE 117

BALTIMORE, MD.

Know All Men by these Presents,

No. 10,192 Equity

THAT WE George E. Rullman and George B. Woelfel, of Anne Arundel County, Maryland, -

and the NATIONAL SURETY ~~COMPANY~~ CORPORATION, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5,000.00)- - - - - - - - - - - - - - - Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents—sealed with our seals and dated this - - - 26th - - - - day of November, - - - - - in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden George E. Rullman and George B. Woelfel,

by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County ~~has~~ have been appointed trustees to sell the real estate - - - - - - - - - - - - - - -

mentioned in the proceedings in the case of MARTHA C. PLUMMER DAWSON, et al
Plaintiffs

Equity No. 10,192 vs. THOMAS HAMMAROS,
GERTRUDE PLUMMER, Infant, et al
Defendants

now pending in said Court:

Now the Condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN George E. Rullman and George B. Woelfel - - - do and shall well and faithfully perform the trust reposed in 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

Janet Schroon

George B. Woelfel (SEAL)

George E. Rullman (SEAL)

(SEAL)

NATIONAL SURETY ~~COMPANY~~ CORPORATION

Witness
Rose M. Bausch
ROSE M. BAUSCH

BY H. Cookman Hindes (SEAL)
H. COOKMAN HINDES ATTORNEY-IN-FACT

(SEAL)

(SEAL)

ATTORNEYS-IN-FACT

Filed 3 Dec., 1951.

Approved this 3 December, 1951.
John H. Hopkins, 3rd, Clerk

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GEORGE W. SCIBLE - - - - - - - - - - - - - Auctioneer

PUBLIC SALE

OF VALUABLE IMPROVED

REAL ESTATE

SITUATE IN THE EIGHTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, LYING ON BOTH SIDES OF THE SOUTHERN MARYLAND BOULEVARD LEADING FROM WAYSON'S CORNER TO PRINCE FREDERICK

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, passed in the case of Martha C. Plummer Dawson, et al, vs. Gertrude Plummer, Infant, et al, Equity Number 10,192, dated November 21st, 1951, the undersigned Trustees will offer at public sale at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, January 8, 1952

AT 11 O'CLOCK, A.M.

Filed 9 Jan., 1952.

the following described property; namely:

ALL that tract of land situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, containing 86.65 acres, EXCEPTING THEREFROM about 4 acres now occupied as part of the Southern Maryland Boulevard, and being a portion of that property which was conveyed to Robert B. Plummer and wife, both deceased, by Edward C. Gantt, Trustee, by deed dated December 10, 1901, and recorded among the Land Records of Anne Arundel County in Liber G. W. 24, folio 111; and being Lot Number One (1) as shown on a plat filed in Equity Number 2188, which was devised to John Emory Plummer, since deceased, for and during the term of his natural life, by the Last Will and Testament of Robert B. Plummer, duly admitted to probate in the Orphan's Court for Anne Arundel County, and recorded among the Testamentary Records thereof in Liber G. T. C. 1, folio 3.

This property is improved by a two-story farm house and three small cottages.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser, or purchasers, on the day of sale, the balance of the purchase money, with interest thereon at the rate of six per cent (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and all public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
GEORGE B. WOELFEL,
Trustees, Annapolis, Maryland.

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January 8, 1952

I hereby certify that I have this 8th day of January, 1952, sold the within described property to HERBERT T. PLUMMER - - - - - - - - - - - - - - - - - - at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($ 9,250.00), he being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible
AUCTIONEER

Filed 9 Jan., 1952

I hereby certify that I have this 8th day of January, 1952, purchased the within described property from George E. Rullman and George B. Woelfel, Trustees, at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($9,250.00), and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

TEST:

Ruby W. Cheney

Herbert T. Plummer
Herbert T. Plummer
Mitchellsville, Md.

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MARTHA C. PLUMMER DAWSON, JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, PLAINTIFFS	:	No. 10,192 EQUITY In the Circuit Court
VS.	:	for
THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, DEFENDANTS	:	Anne Arundel County

Filed 9 Jan., 1952.

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman and George B. Woelfel, Trustees, respectfully shows:

That under and by virtue of a Decree of this Honorable Court, passed in the above entitled cause under date of November 21st, 1951, to make sale of the real estate mentioned in these proceedings, the said George E. Rullman and George B. Woelfel, Trustees, after having given at least three weeks' notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of said Decree and of the law for such cases made and provided, did offer said property for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, January 8th, 1952, at eleven o'clock A. M., and then and there sold the said property to Herbert T. Plummer at and for the sum of Nine Thousand Two Hundred Fifty Dollars ($9,250.00), he being then and there the highest bidder therefor; said property being described as follows:

> All that tract of land situate, lying and being in the Eighth Election District of Anne Arundel County, Maryland, containing 86.65 acres, excepting therefrom about 4 acres now occupied as part of the Southern Maryland Boulevard, and being a portion of that property which was conveyed to Robert B. Plummer and wife, both deceased, by Edward C. Gantt, Trustee, by deed dated December 10, 1901, and recorded among the Land Records of Anne Arundel County In Liber G.W. 24 folio 111; and being Lot Number One (1) as shown on a plat filed in Equity Number 2188, which was

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devised to John Emory Plummer, since deceased, for and during the term of his natural life, by the Last Will and Testament of Robert B. Plummer, duly admitted to probate in the Orphans' Court for Anne Arundel County, and recorded among the Testamentary Records thereof in Liber G.T.C. 1 folio 3.

This property is improved by a two story farm house and three small cottages.

And the said Trustees further report that they have received from the said Purchaser a deposit as required by the terms of said sale, and has also received the Purchaser's agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser, or purchasers, on the day of sale, the balance of the purchase money, with interest thereon at the rate of six per cent. (6%) per annum, to be paid in cash upon final ratification of sale. Taxes and all public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

George B. Woelfel

TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman and George B. Woelfel, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the said sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney

NOTARY PUBLIC

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LIBER 72 PAGE 122

Filed 9 Jan., 1952.

MARTHA C. PLUMMER DAWSON, JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, PLAINTIFFS,	:	No. 10,192 Equity In the Circuit Court for Anne Arundel County
VS.	:	
THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, DEFENDANTS	:	

ORDER NISI

ORDERED, this 9 day of January, 1952, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman and George B. Woelfel, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 day of February, 1952; 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 18 day of February next.

The Report states the amount of sales to be Nine Thousand Two Hundred and Fifty Dollars ($9,250.00).

John H. Hopkins, 3rd,
CLERK

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 13, 1952

We hereby certify, that the annexed Order Nisi

Equity 10,192

Martha C. Plummer

Dawson

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 18 day of February, 1952. The first insertion being made the 17 day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carson

Filed 13 Feb., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,102 Equity

MARTHA C. PLUMMER DAWSON, JANE E. PLUMMER NORMAN, HERBERT T. PLUMMER, ALBERT HAMMAROS, PLAINTIFFS,

Vs.

THOMAS HAMMAROS, GERTRUDE PLUMMER, Infant, JAMES PLUMMER, Infant, MARIE PLUMMER, Infant, MARY PLUMMER, Infant, DEFENDANTS.

ORDERED, this 9th day of January, 1952, that the sale of the property mentioned in these proceedings and made and reported by George E. Rullman and George B. Woelfel Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of February, 1952; 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 18th day of February next.

The Report states the amount of sales to be Nine Thousand Two Hundred and Fifty Dollars ($9,250.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

No. MG 9444

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Filed 19 Feb., 1952

FINAL ORDER

ORDERED by the Court, this 19th day of February, 1952, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees be allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Benjamin Mackall
Judge

Know all Men by these Presents,

LIBER 72 PAGE 124

Filed 6 Mar, 1952

THAT WE George E. Rullman and George B. Woelfel, of Anne Arundel County, State of Maryland, -
and the NATIONAL SURETY ~~COMPANY~~ CORPORATION, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand Two Hundred Fifty ($4,250.00) - - - - - 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 - - - 3rd - - - day of - - - - - - March, - - in the year of our Lord one thousand nine hundred and fifty-two.

WHEREAS, the above bounden George E. Rullman and George B. Woelfel,

by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County ~~has~~ have been appointed trustees to sell , by an Order dated November 21, 1951, the real estate

mentioned in the proceedings in the case of Martha C. Plummer Dawson, et al

vs.

Thomas Hammaros, and
Gertrude Plummer, Infant, et al
Equity No. 10,192

now pending in said Court:

Now the Condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN George E. Rullman and George B. Woelfel 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

Janet Schnoor

George B. Woelfel {SEAL}

George E. Rullman {SEAL}

{SEAL}

NATIONAL SURETY ~~COMPANY~~ CORPORATION

BY: Rose M. Bausch {SEAL}

ROSE M. BAUSCH

{SEAL}

{SEAL}

ATTORNEYS-IN-FACT.

Approved this 6 Mar., 1952.
John H. Hopkins, 3rd, Clerk.

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LIBER 72 PAGE 125

In the Case of

Martha C. Plummer Dawson,
et al

VS.

Thomas Hammeros,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,192 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 11 Mar., 1952.

March 10, 1952.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. Martha C. Plummer Dawson, et al vs. Thomas Hammeros, et al in ac.

To Trustees for Commissions, viz:	309	68	309	68
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	49	25		
Jos. W. Alton, Jr. - Sheriff's costs	11	60		
George J. Crowley - Guardian ad Litem	4	00		
John S. Strahorn - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	10	00		
Auditor - stating this account	22	50	127	35
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	29	07		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Co. - bond premiums	37	00		
George W. Scible - auctioneer's fee	35	00		
John M. Thomas - appraisal and testimony	24	00		
Fred E. Voges - appraisal and testimony	20	00		
Register of Wills - certified copy Will	2	00		
Clerk of Court - certified copy deed	2	75		
One-half Federal revenue stamps	5	22		
One-half State revenue stamps	5	23		
Ruby W. Chaney - notary fee		50	184	46
To Trustee for Taxes, viz:				
1951 State and County Taxes (advanced by Martha C. Plummer Dawson)	67	72		
1952 State and County taxes ($69.17 - adjusted to 1/8/52)	1	52	69	24
BALANCE FOR DISTRIBUTION - $8,632.17				
Distributed to children and descendants of John Emory Plummer, in accordance with the Last Will and Testament of Robert B. Plummer, viz:				
To Martha C. Plummer Dawson, daughter - one-eighth	1,079	02		
To heirs of Mary Elizabeth Plummer Hammeros, daughter, viz:				
1. Thomas B. Hammeros, Widower - one-twenty-fourth	359	67		
2. Albert Hammeros, son - one-twenty-fourth	359	67		
3. Thomas Hammeros, son - one-twenty-fourth	359	68		
To Jane E. Plummer Norman, daughter - one-eighth	1,079	02		
To Herbert T. Plummer, son - one-eighth	1,079	02		
To Gertrude Plummer, daughter - one-eighth	1,079	02		

To James Plummer, son - one-eighth	1,079	02	
To Marie Plummer, daughter - one-eighth	1,079	02	
To Mary Plummer, daughter - one-eighth	1,079	03	8,632 17
			9,322 90

with George E. Rullman and George B. Woelfel, Trustees Cr.

1952				
Jan.	8	Proceeds of Sale	9,250 00	
		Interest on deferred payment	72 90	9,322 90
				9,322 90

LIBER 72 PAGE 129

Filed 11 Mar., 1952. Filed 13 Apr., 1952.

ORDER NISI

Martha C. Plummer Dawson,
et al
VERSUS
Thomas Hammeros,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,192 Equity.

ORDERED, This 11 day of March, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of April next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of April, 1952, that the aforegoing Report and Account of the Auditor he 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.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1952

We hereby certify, that the annexed Order Nisi
Equity No. 10,192.
Martha C. Plummer Dawson,
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 14th day of April, 1952. The first insertion being made the 13th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. MG 6699

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,102 Equity
MARTHA C. PLUMMER DAWSON, et al
Vs.
THOMAS HAMMEROS, et al.

Ordered, this 11th day of March, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of April next.

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

m-27

Filed 13 Apr., 1952.

LIBER 72 PAGE 130

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
LOUIS JONGBLOET AND :
MARGARET JONGBLOET, HIS WIFE :

EQUITY NO. 10,195
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

Mr. Clerk:

Please file and docket original mortgage and statement of mortgage claim.

Filed 3 Apr., 1951

George E. Rullman

No. 10,195 Equity

MORTGAGE FEE—COUNTY

This Mortgage, Made this eleventh day of April, in the year nineteen hundred and forty-seven (1947), by and between Louis Jongbloet and Margaret Jongbloet, his wife, parties of the first part, hereinafter called "MORTGAGORS"; and Eleanor Elizabeth Bloomquist, widow, and Charlotte M. Steinacker and William E. Steinacker, her husband, parties of the second part, hereinafter called "MORTGAGEES", Witnesseth:-

WHEREAS, the said Mortgagors are justly indebted unto the said MORTGAGEES in the sum of Three Thousand ($3,000.00) Dollars, being the balance due on the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, with interest thereon at the rate of five per cent (5%) per annum which said Mortgagors have agreed to pay in semi-annual installments of not less than the sum of One Hundred Twenty-Five ($125.00) Dollars, said interest to be first deducted from said payments, and the balance to be applied on the principal; and

Filed 3 Apr., 1951

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: - That for and in consideration of the premises, and of the sum of Five ($5.00) Dollars, the receipt whereof in full is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple,

All those lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and described as follows: Beginning for the same on the northeast side of Herald Harbor Road where the same is intersected by the southwesternmost side of Mansion Road and running in an easterly direction to the intersection of Cherry Trail and binding on said Cherry Trail in a northerly direction to a point where the rear line of Block No. 158 intersects the same; thence in a westerly direction and binding on the rear line of Block No. 158, and said Line, continuing to bind on the rear line of Block No. 157 to Butternut Trail; thence along the east side of Buttermut Trail to where the same is intersected by Gill Road; thence in a southerly direction to Serpentine Road, thence running and binding on the northernmost side of Serpentine Road until the same intersects the southernmost side of Gill Road, thence crossing said Gill Road to the northeasternmost corner of Block 151 and

running thence in a straight line binding on the northeasternmost side of Lot No. 12 and No. 11 in Block #151 until the same intersects Mansion Road, thence crossing the same and running in a southerly direction on the westernmost side of Mansion Road to the place of beginning.

Being all that property designated as "Herald Harbor Country Club" and Block No. 150 as shown on the plat of Herald Harbor in the Severn, Section "D", recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod K, Plat No. 8; SAVING AND EXCEPTING (1) a portion of the property and parcel of land described above as previously conveyed by Herald Harbor, Inc., to the Board of Trustees of the Union Protestant Church Organization under date of July 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 76 at Folio 467; and (2) all that land and parcel of ground which was granted and conveyed by Frank D. Kyle, et al., to the County Commissioners of Anne Arundel County under date of June 4, 1937 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 230 at Folio 415.

Being the same property which was conveyed to the within Mortgagors by Eleanor Elizabeth Bloomquist, widow, and Charlotte M. Steinacker and William E. Steinacker, her husband, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their---------- heirs and assigns forever.

PROVIDED, that if the said Mortgagors, their----------

---------- heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand ($3,000.00)---------- 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, their Heirs and assigns---------- shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors---------- for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either or them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their---------- personal representative or assigns, or ---------- George E. Rullman, their----------Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of --------Fifty ($50.00)--- dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their---------- personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their-----personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said 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 Mortgagees, their----------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 effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagees, their heirs-------- personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their heirs, ----------personal representatives and asssigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Ruby W. Clancy

Louis Jongbloet (SEAL)

(SEAL)

Margaret Jongbloet (SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 15th day of April 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 Louis Jongbloet and Margaret Jongbloet, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing Mortgage. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the attorney and agent for said Mortgagees and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal.

Ruby W. Chaney
Notary Public.

MORTGAGE

FROM

LOUIS JONGBLOET AND
MARGARET JONGBLOET,
his wife,

TO

ELEANOR ELIZABETH BLOOMQUIST
Widow
CHARLOTTE M. STEINACKER, and
WILLIAM E. STEINACKER, her
husband

BLOCK NO.

Received for Record April 16, 1947.
at 3-10 o'clock M. Same day recorded
in Liber No. 407 Folio 8 &c.,
one of the Land Records of examined per
Cost of Record, $ Clerk.

IN THE MATTER OF THE SALE	:	No. 10,195 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET AND	:	for
MARGARET JONGBLOET, HIS WIFE	:	Anne Arundel County

Filed 3 April, 1951.

STATEMENT OF MORTGAGE CLAIM

October 15, 1950, Balance due on principal	$2,201.54
Interest to 4/15/51	110.07
	$2,311.61

Mrs. Eleanor E. Bloomquist

State of Virginia)
County of Arlington) ss
~~DISTRICT OF COLUMBIA~~, TO WIT:

I hereby certify that on this 21st day of March, 1951, before the subscriber, a Notary Public of the ~~District of~~ Arlington County Virginia, personally appeared Eleanor Elizabeth Bloomquist, one of the Mortgagees of the mortgage, filed in these proceedings, and made oath in due form of law that the above statement is correct.

Witness my hand and Notarial Seal,

Mary E. Juewiler
NOTARY PUBLIC
My Commission expires March 13th, 1953

F. 21733 500 9-35 Made in U.S.A. ✓

No. 10,195 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00)- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this - - - 11th - - - - - day of April, - - - - - - - - - - - -, in the year of our Lord 1951.

WHEREAS, the above bounden George E. Rullman - - - - - - - - - - - - - - -

by virtue of the power contained in a mortgage from Louis Jongbloet and Margaret Jongbloet, his wife, to Eleanor Elizabeth Bloomquist, Charlotte M. Steinacker & William E. Steinacker, bearing date the - - 11th - - day of April, 1951, - and recorded among the ~~Mortgage~~ Land records of Anne Arundel County - - - - - in Liber J.H.H. No. 407 Folio 8 and

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman -

do and shall well and truly and faithfully perform the trust reposed in him - - - - - - - - - - - under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman - - - - - - - -

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

Signed, Sealed and Delivered in the Presence of

Janet Schnoor

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 13 Apr., 1951

Approved this 13 Apr., 1951.
John H. Hopkins, 3rd, Clerk

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GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

PUBLIC SALE

OF VALUABLE

Real Estate

LIBER 72 PAGE 137

SITUATE AT HERALD HARBOR, SECOND DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Louis Jongbloet and Margaret Jongbloet, his wife, dated the 11th day of April, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 407, folio 8, 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, May 1st, 1951

AT 11 O'CLOCK A. M.

the property described in said mortgage; namely:

All those lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same on the northeast side of Herald Harbor Road where the same is intersected by the southwesternmost side of Mansion Road and running in an easterly direction to the intersection of Cherry Trail and binding on said Cherry Trail in a northerly direction to a point where the rear line of Block No. 158 intersects the same; thence in a westerly direction and binding on the rear line of Block No. 158, and said line, continuing to bind on the rear line of Block No. 157 to Butternut Trail; thence along the east side of Butternut Trail to where the same is intersected by Gill Road; thence in a southerly direction to Serpentine Road, thence running and binding on the northernmost side of Serpentine Road until the same intersects the southernmost side of Gill Road, thence crossing said Gill Road to the northeasternmost corner of Block 151 and running thence in a straight line binding on the Northeasternmost side of Lot No. 12 and No. 11 in Block No. 151 until the same intersects Mansion Road, thence crossing the same and running in a southerly direction on the westernmost side of Mansion Road to the place of beginning.

Being all that property designated as "Herald Harbor Country Club" and Block No. 150 as shown on the plat of Herald Harbor on the Severn, Section "D," recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod K, Plat No. 8; SAVING AND EXCEPTING (1) a portion of the property and parcel of land described above as previously conveyed by Herald Harbor, Inc., to the Board of Trustees of the Union Protestant Church Organization under date of July 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 76 at Folio 467; and (2) all that land and parcel of ground which was granted and conveyed by Frank D. Kyle, et al, to the County Commissioners of Anne Arundel County under date of June 4, 1937, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 230 at Folio 415.

Being the same property which was conveyed to the said Louis Jongbloet and Margaret Jongbloet, his wife, by Eleanor Elizabeth Bloomquist, widow, and Charlotte M. Steinacker and William E. Steinacker, her husband, by deed dated April 11th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 407, folio 6.

Said property is improved by a three story brick dwelling containing nine rooms and attic.

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 and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN
Attorney Named In Mortgage
Annapolis, Maryland

Filed 2 May 1951

May 1, 1951

I hereby certify that I have this 1st day of May, 1951, sold the property described on the within handbill to Frank D. Kyle, Jr. and Lucy E. Kyle, his wife, - - - - - - - - at and for the sum of Three Thousand Six Hundred Dollars ($3,600.00) - - - - - - - - - - - they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

George W. Scible AUCTIONEER

Filed 2 May 1951

We hereby certify that we have this 1st day of May, 1951, purchased the property described on the within handbill from George E. Rullman, Attorney, at and for the sum of Three Thousand Six Hundred Dollars ($3600.00) and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness:

Ruby W. Chaney

Frank D. Kyle, Jr.

Lucy E. Kyle

Crownsville, Md.

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(5) 6

IN THE MATTER OF THE SALE	:	No. 10,195 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court for
LOUIS JONGBLOET AND MARGARET	:	Anne Arundel County
JONGBLOET, HIS WIFE.	:	

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Pullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

Filed 2 May 1951

That under and by virtue of the power of sale contained in a mortgage from Louis Jongbloet and Margaret Jongbloet, his wife, dated the 11th day of April, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.M. 407 folio 8, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Pullman, 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 Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 1st, 1951, at eleven o'clock A. M., and then and there sold the said property to Frank D. Kyle, Jr. and Lucy E. Kyle, his wife, at and for the sum of Three Thousand Six Hundred Dollars ($3,600.00), they being then and there the highest bidders therefor, which property is as follows:

> All those lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and described as follows:
>
> Beginning for the same on the northeast side of Herald Harbor Road where the same is intersected by the southwesternmost side of Mansion Road and running in an easterly direction to the intersection of Cherry Trail and binding on said Cherry Trail in a northerly direction to a point where the rear line of Block 158 intersects the same; thence in a westerly direc-

tion and binding on the rear line of Block No. 158, and said line, continuing to bind on the rear line of Block No. 157 to Butternut Trail; thence along the east side of Butternut Trail to where the same is intersected by Gill Road; thence in a southerly direction to Serpentine Road, thence running and binding on the northernmost side of Serpentine Road until the same intersects the southernmost side of Gill Road; thence crossing said Gill Road to the northeasternmost corner of Block 151, and running thence in a straight line binding on the northeasternmost side of Lot No. 12 and No. 11 in Block No. 151 until the same intersects Mansion Road; thence crossing the same and running in a southerly direction on the westernmost side of Mansion Road to the place of beginning.

Being all that property designated as "Herald Harbor Country Club" and Block No. 150 as shown on the plat of Herald Harbor on the Severn, Section "D", recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod K, Plat No. 8; SAVING AND EXCEPTING (1) a portion of the property and parcel of land described above as previously conveyed by Herald Harbor, Inc., to the Board of Trustees of the Union Protestant Church Organization under date of July 20, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 76 at folio 467; and (2) all that land and parcel of ground which was granted and conveyed by Frank D. Kyle, et al, to the County Commissioners of Anne Arundel County under date of June 4, 1937, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 230 at folio 415.

Being the same property which was conveyed to the said Louis Jongbloet and Margaret Jongbloet, his wife, by Eleavnor Elizabeth Bloomquist, widow, and Charlotte M. Steinacker and William E. Steinacker, her husband, by deed dated April 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 407 folio 6.

Said property is improved by a three story brick dwelling containing nine rooms and attic.

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

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

Respectfully submittec,

Frank D. Cullman

ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of May, 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
NOTARY PUBLIC

LIBER 72 PAGE 142

Filed 2 May, 1951.

IN THE MATTER OF THE SALE	:	No. 10,195 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET AND MARGARET	:	for
JONGBLOET, HIS WIFE	:	Anne Arundel County

ORDER NISI

ORDERED, this 2 day of May, 1951, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of June, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 11 day of June next.

The Report states the amount of sales to be Three Thousand Six Hundred Dollars ($3,600.00).

John H. Hopkins, 3rd.
CLERK

Filed 12 June, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,195 Equity
IN THE MATTER OF THE SALE OF THE MORTAGAGED REAL ESTATE OF LOUIS JONGBLOET AND MARGARET JONGBLOET, HIS WIFE.
Ordered, this 2nd day of May, 1951, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless csuse to the contrary thereof be shown on or before the 11th day of June, 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 11th day of June next.
The Report states the amount of sales to be Three Thousand Six Hundred Dollars ($3,600.00).
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST;
JOHN H. HOPKINS, 3rd., Clerk.
m-31.

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 11, 1951

We hereby certify, that the annexed

Order Nisi - Equity - 10,195

Louis Jongbloet

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG 1715

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LIBER 72 PAGE 143

IN THE MATTER OF THE SALE	:	No. 10,195 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET AND MARGARET	:	for
JONGBLOET, HIS WIFE.	:	Anne Arundel County

filed 13 June, 1951

FINAL ORDER

ORDERED by the Court this 13th day of June, 1951, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 72 PAGE 144

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~M&x~~
Louis Jongbloet
and
Margaret Jongbloet, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,195 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 17 July, 1951.

July 16, 1951

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

11
12
14

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Louis Jongbloet and Margaret Jongbloet, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	139	22	189	22
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	45	00		
Capital-Gazette Press - handbills & tax	12	29		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corporation -bond premium	12	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal revenue stamps	2	20		
One-half State revenue stamps	2	20		
Ruby W. Chaney - notary fees	1	00	108	69
To Attorney for Taxes, viz:				
1951 State & County taxes ($103.80-adj.)	34	60	34	60
To Eleanor E. Bloomquist and Charlotte M. Steinacker and William E. Steinacker, her husband, mortgagees - in full for mortgage claim, viz:				
Claim filed $2,311.61				
Interest on $2,201.54 from 4/15 to 5/1/51 5.50	2,317	11	2,317	11
To Louis Jongbloet and Margaret Jongbloet, his wife, mortgagors, this balance	953	41	953	41
			3,640	78

with George E. Rullman, Attorney named in Mortgage Cr.

1951				
May	1	Proceeds of Sale	3,600 00	
		Interest on deferred payment	40 78	3,640 78
				3,640 78

ORDER NISI

LIBER 72 PAGE 147

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Louis Jongbloet and Margaret Jongbloet, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,195 Equity.

ORDERED, This 17 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 21 Aug. 1951. Filed 17 July, 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,195 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LOUIS JONGBLOET and MARGARRET JONGLOET, His Wife.

Ordered, this 17th 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.

a-2

Filed 21 Aug. 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 - 10,195 Louis Jongbloet

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of August, 1951. The first insertion being made the 12th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 3980

By D B Macey

13

IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
LOUIS JONGBLOET AND :
MARGARET JONGBLOET, HIS WIFE :

EQUITY NO. 10,241
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

Filed 5 June, 1951

Mr. Clerk:

Please file assignment of mortgage, original mortgage, mortgage note, and statement of mortgage debt.

George E. Rullman
Assignee

MARYLAND MORTGAGE FEE: Counties .de

Law Reporter Blank No. 81
810 FIFTH ST. N.W., WASHINGTON, D. C.

LIBER 72 PAGE 149

This Mortgage

Made this *day of* *in the year*
one thousand nine hundred and *, by and between* Louis Jonglbloet and Margaret Jonglbloet, his wife,

parties of the first part, and

Berta E. Romero

party of the second part:

Whereas, The said parties of the first part are indebted unto the said party of the second part in the sum of Five Thousand Five Hundred Dollars ($5,500.) as evidenced by a certain mortgage note made by the parties of the first part to the order of Berta E. Romero, with date 1 October, 1949

and wish to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note .

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* Ten Dollars *the said parties of the first part do grant unto the said party of the second part, in fee simple, all those pieces or parcels of ground situate, lying and being in* Second Election District, Anne Arundel County ~~County~~, *State of Maryland, and described as follows, to wit:*

Lots Number 15, 16, 17, 18, 19, 20, 21 and 22 in Block 106; and Lots 22, 23, and 24 in Block 105; as shown in the Map of Herald Harbor, Section D, as amended in November, 1924, and recorded among the plats in the land records of Anne Arundel County at 1 K 9.

For value received, I hereby assign the within mortgage and the debt secured thereby to George E. Rullman, Attorney, for the purpose of foreclosure.

Witness my hand and seal this 2nd day of June, 1951.

WITNESS:

Winson G. Gott, Jr.
WINSON G. GOTT, JR.

Berta E. Romero (SEAL)
Berta E. Romero

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

To Have and to Hold *the aforesaid parcels of ground and premises unto and to the proper use and benefit of the party of the second part, her heirs and assigns forever.*

Provided, *that if the said* Louis Jonglbet and Margaret Jonglbet, *their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid notes, according to the tenor thereof, and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.*

And *it is agreed that, until default be made in the premises, the parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said* parties of the first part *for themselves and for their heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said* Berta E. Romero, her *heirs and assigns or* Wilbur Rullin, Esquire, her ~~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 manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in* Anne Arundel *County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply,* FIRST *to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged,*

overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part y making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee, her personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Five Hundred Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said Berta E Romero, her personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness our hands and seals

TEST: _____

Louis Jongbloet [SEAL]
LOUIS JONGBLOET

Margaret Jongbloet [SEAL]
MARGARET JONGBLOET

_____

_____ } ss:
_____

I Hereby Certify that on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____ before the subscriber, a _____ of the said _____ in and for the _____ aforesaid, personally appeared in said _____ grantor in the aforegoing deed and acknowledged the foregoing Mortgage to be _____ act.

Witness my hand and official seal.

_____

_____

REPUBLIC OF ITALY
PROVINCE OF ROME, CITY OF ROME, } ss:
EMBASSY (CONSULAR SECTION) OF
THE UNITED STATES OF AMERICA

I Hereby Certify that on this 28th day of September, in the year one thousand nine hundred and forty-nine before the subscriber, a Vice Consul of the United States of America in and for Rome, Italy, aforesaid, personally appeared in said BERTA E ROMERO. -- Oath in due form of law, that the consideration mentioned in the within-named Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

$2.00.

Kathleen Clifton Taylor
Kathleen Clifton Taylor
Vice Consul of the U.S.of America,
duly commissioned and qualified.

Recorded Oct. 6th. 1949 at 3:30 P.M.

DEED OF TRUST NOTE—INSTALLMENT
1009

LIBER 72 PAGE 152

Law Reporter Blank No. 413
815 FIFTH ST. N.W., WASHINGTON, D.C.

GIVEN AS DEFERRED PURCHASE MONEY FOR AND SECURED BY a mortgage ~~DEED OF TRUST~~

ON LOTS 15-22 inclusive, ~~Square~~ Block 106; and Lots 22-24 inclusive, Block 105, Herald Harbor, Anne Arundel County, State of Maryland

~~AND~~ ~~TRUSTEES.~~

SUBJECT TO A FIRST TRUST FOR $ _____, DATED _____, 19__

AT _____ % PLACED BY _____

$ 5,500 1 October, 1949

For Value Received We promise to pay to the order of Berta E. Romero the sum of Five Thousand Five Hundred DOLLARS, with interest until paid at the rate of six per centum per annum.

Said principal and interest payable in monthly installments of Fifty DOLLARS (with the privilege of making larger payments in any amount), on the first day of each and every month after date, until paid; each installment when so paid to be applied, first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

And it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then and in that event, the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of the holder hereof at once become and be due and payable.

Filed 5 June, 1951

This is to certify that this is the note described in a Deed of Trust to the Trustees named hereon, and bearing even date herewith. Said Deed of Trust and note having been executed in my presence.

_____ Notary Public.

Louis Jongbloet
Margaret Jongbloet
Address _____

☞ Retain this note after payment that the Trustees may be satisfied as to its cancellation when a release is desired.

PAYMENTS ON ACCOUNT OF ABOVE NOTE, AND INTEREST, ARE ACKNOWLEDGED AS FOLLOWS:

Date of Payment	Interest Due	To Principal	Balance Principal Due	Date of Payment	Interest Due	To Principal	Balance Principal Due
1949-Oct. 1 Check No 1090 - $50.00				19			
Avg.							
Sept.							
Oct.							
Nov.							

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IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
LOUIS JONGBLOET AND :
MARGARET JONGBLOET, HIS WIFE :

EQUITY NO. 10,241
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

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

STATEMENT OF MORTGAGE CLAIM

November 1, 1950, Balance due on Principal....	$5,174.54
Interest to June 30, 1951	206.96
	$5,381.50

Filed 5 June, 1951

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 2nd day of June, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Berta E. Romero, the Mortgagee in the mortgage filed in these proceedings, and made oath in due form of law that the above statement is correct.

Witness my hand and Notarial Seal,

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Winson Elliott Jr.
, Notary Public

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Jud. 14073.

MORTGAGEE OR ATTORNEYS' BOND LIBER 72 PAGE 154 No. 10,241 Equity

Know all Men by these Presents:

THAT WE George E. Rullman,

of Anne Arundel County, State of Maryland,

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand ($6,000.00)- *Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, 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* 3rd *day of* July, *in the year of our Lord nineteen hundred and* fifty-one (1951).

WHEREAS, the above bounden George E. Rullman, *by virtue of a power contained in a mortgage from* Louis Jongbloet and Margaret Jongbloet, his wife,

to Berta E. Romero

dated October 6, 1949 *and recorded in Liber* J.H.H. *No.* 541 *folio* 361 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and*

Whereas, such default has occurred and the said George E. Rullman *is about to execute the power vested in him in said mortgage.*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Janet Schnoor

George E. Rullman [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Leg, Jr. President

Chas. F. Leg & Co., Inc. Agent

ATTEST: Janet Schnoor XXXXXXXX Secretary

approved this 3 day of July, 1951.
John H. Hopkins, 3rd, Clerk.

Filed 3 July, 1951.

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GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

Public Sale

OF VALUABLE IMPROVED

Real Estate

SITUATE AT HERALD HARBOR, SECOND DISTRICT
OF ANNE ARUNDEL COUNTY, MARYLAND

Filed 9 July, 1951.

Under and by virtue of the power of sale contained in a mortgage from Louis Jongbloet and Margaret Jongbloet, his wife, recorded October 6th, 1949, among the Land Records of Anne Arundel County in Liber J. H. H. 541, folio 361, the undersigned Assignee of said mortgage, default having occurred thereunder, will offer for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on

Tuesday, July 3rd, 1951

AT ELEVEN O'CLOCK, A. M.

the property described in said mortgage; namely:

Lots Numbers Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22), in Block One Hundred Six (106), and Lots Twenty-two (22), Twenty-three (23), and Twenty-four (24), in Block One Hundred Five (105), as shown on the map of Herald Harbor, Section "D," as amended in November 1924 and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod K, Plat Number 9. Being the identical property which was conveyed to the said Louis Jongbloet and Margaret Jongbloet, his wife, by Berta E. Romero, unmarried, by deed recorded among the Land Records of Anne Arundel County in Liber J. H. H. 541, folio 358.

The above described property is improved by two 2 story frame cottages, one containing six rooms, bath, and two porches; the other containing four rooms, bath, and porch.

TERMS OF SALE — A deposit of ten percent of the highest bid submitted at this sale will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at the rate of six percent per annum, to be paid in full upon ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Assignee

July 3, 1951

I hereby certify that I have this 3rd day of July, 1951, sold the property described on the within handbill to Berta E. Romero at and for the sum of $5,000.00, she being at that figure the highest bidder therefor; and I further certify that the said sale was fairly made.

Geo. M. Scibla
AUCTIONEER

I hereby certify that I have this 3rd day of July, 1951, purchased the property described on the within handbill from George E. Rullman, Assignee, at and for the sum of $5,000.00, and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

WITNESS:

Alice Mayer

Berta E. Romero
PURCHASER

Filed 9 July, 1951

IN THE MATTER OF THE SALE	:	No. 10,241 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET	:	for
AND MARGARET JONGBLOET, HIS WIFE	:	Anne Arundel County.

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee of the Mortgage filed in these proceedings, respectfully shows:

Filed 9 July, 1951.

That under and by virtue of the power of sale contained in a mortgage from Louis Jongbloet and Margaret Jongbloet, his wife, recorded October 6th, 1949, among the Land Records of Anne Arundel County in Liber J.H.H. No. 541 folio 361, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee of the said mortgage, which assignment has been duly recorded among the aforesaid Land Records, 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 Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, July 3rd, 1951, at eleven o'clock A. M., and then and there sold the said property to Berta E. Romero at and for the sum of Five Thousand Dollars ($5,000.00), she being then and there the highest bidder therefor, which property is as follows:

> All those lots of ground situate in the Second Election District of Anne Arundel County, Maryland, being Nos. 15, 16, 17, 18, 19, 20, 21, 22 in Block No. 106 and Lots Nos. 22, 23 and 24 in Block No. 105, as shown on the map of Herald Harbor, Section "D", as amended in November, 1924, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod K, Plat No. 9. Being

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the identical property which was conveyed to the said Louis Jongbloet and Margaret Jongbloet, his wife, by Berta E. Romero, unmarried, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541 folio 358.

The above described property is improved by two 2 story frame cottages, one containing six rooms, bath and 2 porches; the other containing four rooms, bath and porch.

And the said Assignee 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 ten per cent. of the highest bid submitted at this sale will be required of the purchaser or purchasers on the day of sale, the balance of the purchase money, with interest thereon at the rate of six per cent. per annum, to be paid in full upon ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this fifty day of July, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, and made oath in due formof 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 L. Linney
NOTARY PUBLIC

NOTARY PUBLIC ANNE ARUNDEL CO.

LIBER 72 PAGE 159

IN THE MATTER OF THE SALE	:	No. 10,241 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET AND MARGARET	:	for
JONGBLOET, HIS WIFE.	:	Anne Arundel County

Filed 9 July, 1951.

ORDER NISI

ORDERED, this 9 day of July, 1951, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereor 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 four successive weeks before the 13 day of August next.

The Report states the amount of sales to be Five Thousand Dollars ($5,000.00).

John H. Hopkins, 3rd.
CLERK

Filed 16 Aug., 1951.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,241 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LOUIS JONGBLOET AND MARGARET JONGBLOET, HIS WIFE.
ORDER NISI

ORDERED, this 9th day of July, 1951, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 four successive weeks before the 13th day of August next.

The Report states the amount of sales to be Five Thousand Dollars ($5,000.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

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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 15, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Equity 10,241

Louis Jongbloet

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.

By D. B. Macey

No. MG 3980

70.

Filed 16 Aug., 1951

LIBER 72 PAGE 160

IN THE MATTER OF THE SALE	:	No. 10,241 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
LOUIS JONGBLOET AND MARGARET	:	for
JONGBLOET, HIS WIFE	:	Anne Arundel County

FINAL ORDER

ORDERED by the Court this 16th day of August, 1951, that the sale made and reported by the Assignee aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

In the Case of

In the Matter of the Sale of the
Mortgaged Real Estate
of
vs.
Louis Jongbloet
and
Margaret Jongbloet, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,241 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 Aug. 24, 1951

August 24, 1951

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Louis Jongbloet and Margaret Jongbloet, his wife in ac.

To Assignee for Commissions, viz:	180	00	180	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz;				
Capital-Gazette Press - advertising sale	27	18		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal revenue stamps	2	75		
One-half State revenue stamps	2	75		
Ruby W. Chaney - notary fees	1	00		
Clerk of Court - recording assignment		75	107	12
To Assignee for Taxes, viz:				
1950 State and County taxes	52	27		
1951 State and County taxes ($68.16-adj.)	34	35	86	62
To Berta E.Romero, mortgagee - this balance on account mortgage claim	4,588	51	4,588	51
			5,000	00
Amount of mortgage claim filed	5,381	50		
Interest from 6/30/51 to 7/3/51	2	69		
	5,384	19		
Cr. Amount allowed as above	4,588	51		
Balance subject to decree in personam	795	68		

with George E. Rullman, Assignee Cr.

1951				
July	3	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

Filed 25 August, 1951.

Filed 2 Oct. 1951.

ORDER NISI

LIBER 72 PAGE 164

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Louis Jongbloet and Margaret Jongbloet, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,241 Equity.

ORDERED, This 25 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 1 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of October next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of October, 1951, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 2 Oct, 1951

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,241 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LOUIS JONGBLOET and MARGARET JONGBLOET, His Wife.

Ordered, this 25th 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 1st day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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OFFICE OF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1st, 1951

We hereby certify, that the annexed Order Nisi No. 10,241 equity Sale Louis Jongbloet 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 1st day of October, 1951. The first insertion being made the 30th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie J. Fare

IN THE MATTER OF THE SALE	:	No. 10,215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE	:	Anne Arundel County

Mr. Clerk:

Please docket this case, file the original mortgage and Statement of Mortgage Debt.

George S. Tillman
ATTORNEY NAMED IN MORTGAGE.

Filed 30 Apr., 1935

$1800.00 Purchase money
3540.00 subject to tax

No. 10,215 Equity.

MORTGAGE FEE—COUNTY

This Mortgage, Made this sixth day of April, - - - -

in the year nineteen hundred and forty-seven, by and between Harold J. Katski, Sr. and Ellen M. Katski, his wife, of Anne Arundel County, Maryland, parties of the first part, hereinafter called "MORTGAGORS"; and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called "MORTGAGEE", WITNESSETH:

WHEREAS, the said MORTGAGORS have this day received by way of loan from said MORTGAGEE an advance in the sum of FIVE THOUSAND THREE HUNDRED AND FORTY ($5,340.00) DOLLARS, as evidenced by their promissory note, of even date herewith, for said amount, payable in five years from the date hereof, with interest thereon at the rate of five per cent. per annum, said principal and interest payable in monthly instalments of not less than Fifty-eight Dollars ($58.00), the interest to be first deducted and the balance to be applied on the principal, the remaining balance on principal to be due and payable five years from the date hereof; and

Filed 30 Apr., 1947

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

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

(1) All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set on the North side of the State Road leading from Galesville to Shadyside, said point being located North 86 degrees 05 minutes West 202 feet from where the West side of a 30 foot County Road leading to Back Bay Beach from the aforementioned State Road intersects the same; and running from thence and with the North side of the State Road North 86 degrees 05 minutes West 100 feet; thence leaving said road and running across part of the whole, of which the herein described is a part, North 6 degrees 37 minutes East 236.6 feet to a pipe; thence South 82 degrees 30 minutes East 99.9 feet to a pipe set in the Northwest corner of a lot previously sold to Katski; thence with the West line of said lot, South 6 degrees 37 minutes West 230.35 feet to the place of beginning. Containing .53 acres. Being the same property which was conveyed to the above named Mortgagors by Charles Lee Comer and Ada Fay Comer, his wife, by

April 2, 1948,
deed dated/and left for record among the Land Records of Anne Arundel County simultaneously with these presents. JHH 464/17.

(2) All that tract of land situate on Chalk Point Road, in the Seventh Election District of Anne Arundel County, Maryland, containing 6.18 acres of land, more or less. Being the identidal property which was conveyed to the above named Mortgagors by Elizabeth J. Kirchner, widow, et al, by deed dated August 4, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 113 folio 156, said property being particularly described in said deed.

(3) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the North side of the State Road leading from Shadyside to Sudley, with a frontage on said Road of 100 feet and a depth therefrom of 224.1 feet, more or less; containing 0.52 of an acre of land. Being the identical lot of ground which was conveyed to the above named Mortgagors by the W. M. Thomas Lumber Company, by deed dated the 30th day of April, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 370 folio 69.

mtd $3.85

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the said MORTGAGEE, its successors** - ~~heirs~~ and assigns forever.

PROVIDED, that if the said **MORTGAGORS** -

their - - - - heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Five Thousand Three Hundred Forty** - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the **said MORTGAGORS, their heirs and assigns,** - shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said **MORTGAGORS** - for **themselves, their** heirs, personal representatives and assigns, do - - - hereby - - - - - - covenant to pay when legally demandable. But if default be made in payment of said money, or the interest

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said **MORTGAGEE, its successors,** - xxxxxxxxxxxxxxx or assigns, or **George E. Rullman, its** - - - - - - - - - - - - - - - - - - Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in **Anne Arundel** county, and such other notice as by the said Mortgagee**, its successors,** personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First; to the payment of all expenses incident to such sale, including a fee of **Fifty** - - - - - - - - - - - - - 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,** xxxxxxxxxxxxxxx and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor**s, their heirs,** personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said **MORTGAGORS** - for **themselves, their heirs,** - - personal representatives and assigns, do - - - - further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee**, its successors,** - - - - - - - xxxxxxxxxxxxxxx and assigns, the improvements on the hereby mortgaged land to the amount of at least **Five Thousand Three Hundred Forty** Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee **, its successors,** - - - - xxxxxxxxxxxxxxx and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee**, its successors,** - - - - - - - - - xxxxxxxxxxxxxxx and asssigns.

WITNESS the hand**s** and seal**s** of the said Mortgagor**s,**

TEST:

Harold J. Katski, Sr. (SEAL)
Harold J. Katski, Sr.

(SEAL)

Ellen M. Katski (SEAL)
Ellan M. Katski

(SEAL)

Ruby W. Chaney
Ruby W. Chaney

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

I Hereby Certify, that on this **sixth** day of **April,** - - - - - - - - - - - - in the year nineteen hundred and **forty-eight,** before me, **a Notary Public** - - - - - - - - of the State of Maryland, in and for the County aforesaid, personally appeared **Harold J. Katski, Sr. and Ellen M. Katski, his wife,** - the Mortgagors named in the aforegoing Mortgage and **they** acknowledged the aforegoing Mortgage to be **their** act. At the same time also appeared **George E. Rullman, the Attorney or Agent named in the aforegoing Mortgage,** - - - - - - - - - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; **also that he is the Attorney or Agent of the within named Mortgagee and is duly authorized to make this affidavit.**

Witness my hand and Notarial Seal,

(NOTARY PUBLIC seal)

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC

Recorded April 9th, 1948 at 3-15 P.M.

MORTGAGE

FROM

HAROLD J. KATSKI, SR.

and

ELLEN M. KATSKI, HIS WIFE,

TO

COUNTY TRUST COMPANY OF MARYLAND,

a body corporate

BLOCK NO.

Received for Record Apr 9 1948
at 3:15 o'clock P. M. Same day recorded
in Liber JHH No. 464 Folio 19, &c.,
one of the Land Records of A.A. Co. examined per
[signature] Clerk.
Cost of Record, $ 5.00

$3.85 stamps

IN THE MATTER OF THE SALE	:	No. 10,215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE.	:	Anne Arundel County

Filed 30 Apr., 1951

STATEMENT OF MORTGAGE DEBT.

Balance due on principal	$4,551.37
Interest from July 6, 1950, to May 29, 1951,	205.15
Total	$4,756.52

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of April, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Jud. 14073.

MORTGAGEE OR ATTORNEYS' BOND

No. 10,215 Equity

Know all Men by these Presents:

THAT WE George E. Rullman, - - - - - - - - - - - - - - - - - -

of Anne Arundel County, Maryland, -

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand ($5,000.00)- *Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* May, *in the year of our Lord nineteen hundred and* fifty-one (1951).

WHEREAS, the above bounden George E. Rullman, - - - - - - - - - - - - - - *by virtue of a power contained in a mortgage from* Harold J. Katski, Sr. and Ellen M. Katski, his wife, - *to* County Trust Company of Maryland, a body corporate of the State of Maryland, - *dated* April 6, 1948, - - - - - - - - - - *and recorded in Liber* J. H. H. *No.* 464 *folio* 19 *etc., one of the Land Record Books of* Anne Arundel County, - - - - - - - - - - - - - - *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein; and*

Whereas, such default has occurred and the said George E. Rullman - *is about to execute the power vested in him in said mortgage.*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Irma Z. Myers

Irma Z. Myers

George E. Rullman [SEAL]

George E. Rullman

[SEAL]

MARYLAND CASUALTY COMPANY

By: ~~xxx~~ Charles F. Lee, Jr.

Charles F. Lee, Jr. ~~President~~
of Charles F. Lee & Co., Inc., Agents

ATTEST: Irma Z. Myers

Irma Z. Myers ~~Secretary~~ Witness

Filed 29 May, 1951.

Approved this 29 May, 1951.
John H. Hopkins, 3rd, Clerk.

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GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

LIBER 72 PAGE 172

PUBLIC SALE
OF VALUABLE
REAL ESTATE

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Harold J. Katski, Sr., and Ellen M. Katski, his wife, dated the 6th day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 464, folio 19, the undersigned, as the Attorney named in said mortgage to make sale of the property herein 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, May 29, 1951

AT 11 O'CLOCK A. M.

the property described in said mortgage, namely:

(1) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set on the north side of the State Road leading from Galesville to Shadyside, said point being located North 86 degrees 05 minutes West 202 feet from where the west side of a 30 foot County Road leading to Back Bay Beach from the aforementioned State Road intersects the same; and running from thence and with the north side of the State Road North 86 degrees 05 minutes West 100 feet; thence leaving said road and running across part of the whole, of which the herein described is a part, North 6 degrees 37 minutes East 236.6 feet to a pipe; thence South 82 degrees 30 minutes East 99.9 feet to a pipe set in the northwest corner of a lot previously sold to Katski; thence with the west line of said lot, South 6 degrees 37 minutes West 230.35 feet to the place of beginning. Containing .53 acres. Being the same property which was conveyed to the said Harold J. Katski, Sr., and Ellen M. Katski, his wife, by Charles Lee Comer and Ada Fay Comer, his wife, by deed dated April 2, 1948, and recorded among the aforesaid Land Records in Liber J. H. H. No. 464, folio 17.

Said lot being improved by a store occupied as an electrical appliance business.

(2) All that tract of land situate on Chalk Point Road, in the Seventh Election District of Anne Arundel County, Maryland, containing 6.18 acres of land, more or less. Being the identical property which was conveyed to the said Harold J. Katski, Sr., and Ellen M. Katski, his wife, by Elizabeth J. Kirchner, widow, et al, by deed dated August 4, 1933, and recorded among the aforesaid Land Records in Liber F. S. R. No. 113, folio 156, said property being particularly described in said deed.

Said tract of land being improved by a frame dwelling and garage.

(3) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the north side of the State Road leading from Shadyside to Sudley, with a frontage on said Road of 100 feet and a depth therefrom of 224.1 feet, more or less; containing 0.52 of an acre of land. Being the identical lot of ground which was conveyed to the said Harold J. Katski, Sr., and Ellen M. Katski, his wife, by W. M. Thomas Lumber Company, by deed dated the 30th day of April, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 370, folio 69.

Said lot of ground being improved by a filling station.

TERMS OF SALE: The above described three tracts or parcels of land will be offered separately, and if necessary to satisfy the mortgage debt, all costs and expenses, then the property will be offered and sold as a whole. A deposit of ten per cent of the purchase price 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 and all other assessments to be adjusted to the day of sale. For further particulars, apply to

GEORGE E. RULLMAN
Attorney Named In Mortgage
Lee Building
Annapolis, Maryland

Filed 31 May, 1951

May 29, 1951.

I hereby certify that I have this 29th day of May, 1951, sold the property firstly and secondly described on the within handbill to the Advance Plumbing, Heating and Electrical Company, Inc., Annapolis, Maryland, at and for the sum of $3,050.00 for the firstly described property, and $3,100.00 for the secondly described, it being at those figures the highest bidder therefor, and I further certify that the said sale was fairly made.

Geo. M. Sible
AUCTIONEER.

We hereby certify that we have this 29th day of May, 1951, purchased the property herein firstly and secondly described on the within handbill from George E. Rullman, Attorney, at and for the sum of $3,050.00 for the firstly described, and $3,100.00 for the secondly described, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

ADVANCE PLUMBING, HEATING AND ELECTRICAL COMPANY, INC.

BY Henry Deimer
PRESIDENT

Filed 31 May, 1951.

IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND ELLEN M.	:	for
KATSKI, HIS WIFE.	:	Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COUT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

Filed 31 May, 1951.

That under and by virtue of the power of sale contained in a mortgage from Harold J. Katski, Sr. and Ellen M. Katski, his wife, dated the 6th day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 464 folio 19, 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 Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 29th, 1951, at eleven o'clock A. M., and then and there sold the first and secondly described properties in said mortgage to the Advance Plumbing, Heating and Electrical Company, Inc., Annapolis, Maryland, at and for the sum of $3,050.00 for the firstly desdribed property, and $3,100.00 for the secondly described, said Company being then and there the highest bidder therefor, which property is as follows:

(1). All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set on the north side of the State Road leading from Galesville to Shadyside, said point being located North 86 degrees 05 minutes

West 202 feet from where the west side of a 30 foot County Road leading to Back Bay Beach from the aforementioned State Road intersects the same; and running from thence and with the north side of the State Road North 86 degrees 05 minutes West 100 feet; thence leaving said road and running across part of the whole, of which the herein described is a part, North 6 degrees 37 minutes East 236.6 feet to a pipe; thence South 82 degrees 30 minutes East 99.9 feet to a pipe set in the northwest corner of a lot previously sold to Katski; thence with the west line of said lot, South 6 degrees 37 minutes West 230.35 feet to the place of beginning. Containing .53 acres. Being the same property which was conveyed to the said Harold J. Katski, Sr. and Ellen M. Katski, his wife, by Charles Lee Comer and Ada Fay Comer, his wife, by deed dated April 2, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 464 folio 17. Together with improvements thereon.

(2). All that tract of land situate on Chalk Point Road, in the Seventh Election District of Anne Arundel County, Maryland, containing 6.18 acres of land, more or less. Being the identical property which was conveyed to the said Harold J. Katski, Sr. and Ellen M. Katski, his wife, by Elizabeth J. Kirchner, widow, et al, by deed dated August 4th, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 113 folio 156, said property being particularly described in said deed. Together with the improvements thereon.

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: The above described three tracts or parcels of land will be offered separately, and if necessary to satisfy the mortgage debt, all costs, and expenses, then the property will be offered and sold as a whole. A deposit of ten per cent. of the purchase price 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 and all other assessments 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 29th day of May, 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.

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

As witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE.	:	Anne Arundel County

Filed 31 May, 1951

ORDER NISI

ORDERED, this 31 day of May, 1951, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of July, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 9 day of July next.

The Report states the amount of sales to be Six Thousand One Hundred Fifty Dollars ($6,150.00).

John H. Hopkins, Jr.
CLERK

In Re: Sale of Mortgage : Equity 10,215
Property of Harold J. Katski
: In The Circuit Court For
: Anne Arundel County

* * * * * *

EXCEPTIONS TO FORECLOSURE SALE

TO THE HONORABLE, JUDGE OF SAID COURT:

The exceptions to the sale of the Mortgage Property of Harold J. Katski filed herein by the purchaser, The Advance Heating Plumbing and Electrical Company, Inc, by William J. Boehm its Solicitor respectfully shows:

1. That said property was wrongfully advertise and description to the parcels of land sold was not correct. Description of parcel number 1 which was purchased at said sale, stating that said parcel was improved by an electrical appliance business, was in fact improved by a filling station(parcel number 3 which was not sold).

2. That description of dwelling house as stated is correct.

Therefore, it respectfully submitted to this Honorable Court that the exceptions filed in this cause be sustained.

Filed 7 June, 1951.

Respectfully submitted,

William J. Boehm

William J. Boehm
Solicitor for Purchaser at sale

Copy mailed to George E Rullman Lee Building Annapolis, Maryland, this 7th day June 1951.

William J. Boehm

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In The Matter of the Sale of Mortgage Property of Harold J Katski

Equity 10, 215
In The Circuit Court For
Anne Arundel County

* * * * * *

MEMORANDUM ON EXCEPTION TO SALE OF MORTGAGED PROPERTY

ORDER OF COURT

On the Exceptions heretofore filed in this cause, it is this 6th day of June, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the same be hereby sustained.

Benjamin Richardson
Judge

Filed 7 June, 1951

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IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Cirduit Court
HAROLD J. KATSKI, SR. AND	:	for Anne Arundel County
ELLEN M. KATSKI, HIS WIFE.	:	

STATEMENT OF MORTGAGE CLAIM

Balance due on mortgage	$4,551.37
Interest to July 10, 1951,	230.53
Fire insurance premium paid	72.00
Total due	$4,853.90

Filed 10 July, 1951

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9th day of July, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, a body corporate, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Ruby L. Chaney
NOTARY PUBLIC

GEORGE W. SCIBLE :: :: :: :: :: :: Auctioneer

Public Sale

OF VALUABLE

Real Estate

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Harold J. Katski, Sr., and Ellen M. Katski, his wife, dated the 6th day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 464, folio 19, the undersigned, as the Attorney named in said mortgage to make sale of the property herein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on 12

Tuesday, July 10th, 1951 12

AT 11 O'CLOCK A. M.

the property described in said mortgage, namely:

(1) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set on the north side of the State Road leading from Galesville to Shadyside, said point being located North 86 degrees 05 minutes West 202 feet from where the west side of a 30 foot County Road leading to Back Bay Beach from the aforementioned State Road intersects the same; and running from thence and with the north side of the State Road North 86 degrees 05 minutes West 100 feet; thence leaving said road and running across part of the whole, of which the herein described is a part, North 6 degrees 37 minutes East 236.6 feet to a pipe; thence South 82 degrees 30 minutes East 99.9 feet to a pipe set in the northwest corner of a lot previously sold to Katski; thence with the west line of said lot, South 6 degrees 37 minutes West 230.35 feet to the place of beginning. Containing .53 acres. Being the same property which was conveyed to the said Harold. J. Katski, Sr., and Ellen M. Katski, his wife, by Charles Lee Comer and Ada Fay Comer, his wife, by deed dated April 2, 1948, and recorded among the aforesaid Land Records in Liber J. H. H. No. 464, folio 17.

Said lot of ground being improved by a filling station.

(2) All that tract of land situate on Chalk Point Road, in the Seventh Election District of Anne Arundel County, Maryland, containing 6.18 acres of land, more or less. Being the identical property which was conveyed to the said Harold J. Katski, Sr., and Ellen M. Katski, his wife, by Elizabeth J. Kirchner, widow, et al, by deed dated August 4, 1933, and recorded among the aforesaid Land Records in Liber F. S. R. No. 113, folio 156, said property being particularly described in said deed.

Filed 11 July, 1951.

Said tract of land being improved by a frame dwelling and garage.

(3) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the north side of the State Road leading from Shadyside to Sudley, with a frontage on said Road of 100 feet and a depth therefrom of 224.1 feet, more or less; containing 0.52 of an acre of land. Being the identical lot of ground which was conveyed to the said Harold J. Katski, Sr., and Ellen M. Katski, his wife, by W. M. Thomas Lumber Company, by deed dated the 30th day of April, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 370, folio 69.

Said lot being improved by a store occupied as an electrical appliance business.

TERMS OF SALE: The above described three tracts or parcels of land will be offered separately, and if necessary to satisfy the mortgage debt, all costs and expenses, then the property will be offered and sold as a whole. A deposit of ten percent of the purchase price 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 and all other assessments to be adjusted to the day of sale. For further particulars, apply to

GEORGE E. RULLMAN
Attorney named in Mortgage
Lee Building, An: polis, Maryland

LIBER 72 PAGE 181

July 10, 1951

I hereby certify that I have this 10th day of July, 1951, sold the property described on the within handbill to Walter M. Bauman and Vivienne E. Bauman, his wife, at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

AUCTIONEER

Filed 11 July, 1951.

We hereby certify that we have this 10th day of July, 1951, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness:

13

IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE.	:	Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Harold J. Katski, Sr. and Ellen M. Katski, his wife, dated the 6th day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 464 folio 19, 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 Maryland Gazette, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, July 10th, 1951, at eleven o'clock A. M., and then and there sold the said property to Walter M. Bauman and Vivienne E. Bauman, his wife, at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), they being then and there the highest bidder therefor, which property is as follows:

(1) All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a pipe set on the north side of the State Road leading from Galesville to Shadyside, said point being located North 86 degrees 05 minutes West 202 feet from where the west side of a 30 foot County Road leading to Back Bay Beach from the aforementioned State Road intersects the same; and running from thence and with the north side of the State Road North 86 degrees 05 minutes West 100 feet; thence leaving said road and running across part of the whole, of which

Filed 11 July, 1951.

the herein described is a part, North 6 degrees 37 minutes East 236.6 feet to a pipe; thence South 82 degrees 30 minutes East 99.9 feet to a pipe set in the northwest corner of a lot previously sold to Katski; thence with the west line of said lot, South 6 degrees 37 minutes West 230.35 feet to the place of beginning. Containing 0.53 acres. Being the same property which was conveyed to the said Harold J. Katski, Sr. and Ellen M. Katski, his wife, by Charles Lee Comer and Ada Fay Comer, his wife, by deed dated April 2, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 464 folio 17.

Said lot of ground being improved by a filling station.

(2). All that tract of land situate on Chalk Point Road, in the Seventh Election District of Anne Arundel County, Maryland, containing 6.18 acres of land, more or less. Being the identical property which was conveyed to the said Harold J. Katski, Sr. and Ellen M. Katski, his wife, by Elizabeth J. Kirchner, widow, et al, by deed dated August 4, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 113 folio 156, said property being particularly described in said deed.

Said tract of land being improved by a frame dwelling and garage.

(3). All that lot or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, on the north side of the State Road leading from Shadyside to Sudley, with a frontage on said Road of 100 feet and a depth therefrom of 224.1 feet, more or less; containing 0.52 of an acre of land. Being the identical lot of ground which was conveyed to the said Harold J. Katski, Sr. and Ellen M. Katski, his wife, by W. M. Thomas Lumber Company, by deed dated the 30th day of April, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 370 folio 69.

Said lot being improved by a store occupied as an eletrical appliance business.

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

TERMS OF SALE: The above described three tracts or parcels of land will be offered separately, and if necessary to satisfy the mortgage debt, all costs and expenses, then the property will be offered and sold as a whole. A deposit of ten per cent. of the purchase price 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 and all other assessment to be adjusted to the day of sale. For further particulars, apply to, etc.

Respectfully submitted,

George S. Tullman

ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of July, 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
NOTARY PUBLIC

LIBER 72 PAGE 186

Filed 11 July, 1951

IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE	:	Anne Arundel County

ORDER NISI

ORDERED, this 11 day of July, 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 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 four successive weeks before the 20 day of ~~September~~ August next. 15

The Report states the amount of sales to be Five Thousand Seven Hundred Dollars ($5,700.00).

John H. Hopkins, 3rd.
CLERK

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. ~~10,125~~ 10215 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF HAROLD J. KATSKI, SR., AND LEN M. KATSKI, HIS WIFE.

ORDERED, this 11th day of July, 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 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 four successive weeks before the 20th day of August next.

The Report states the amount of sales to be Five Thousand Seven Hundred Dollars ($5,700.00).

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-9

Filed 24 Aug., 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 22, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity No. 10,215 (Published in error as Equity No. 10,125) Harold J. Katski, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for Four successive weeks before the 20th day of August, 1951. The first insertion being made the 19th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Eug Jackson Jr.

No. MG 2954

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LIBER 72 PAGE 187

IN THE MATTER OF THE SALE	:	No. 10215 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
HAROLD J. KATSKI, SR. AND	:	for
ELLEN M. KATSKI, HIS WIFE.	:	Anne Arundel County

Filed 24 Aug., 1951

FINAL ORDER

ORDERED by the Court this 24th day of ~~September~~ August, 1951, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 72 PAGE 188

In the Case of

In the Matter of the Sale of the Mortgaged Real Estate of

vs.

Harold J. Katski and Ellen M. Katski, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,215 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 13 Sept. 1951

September 11, 1951

All of which is respectfully submitted.

Laura K. Tucklung

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Harold J. Katski and Ellen M. Katski, his wife in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	202 33	252 33
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Exceptant's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	22 50	
Auditor - stating this account	9 00	51 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - first advertisement of sale	48 75	
Capital-Gazette Press - first handbills	12 44	
Capital-Gazette Press - first order nisi	2 00	
Capital-Gazette Press - second advertisement of sale	48 75	
Capital-Gazette Press - second handbills	12 44	
Capital-Gazette Press - second order nisi	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Maryland Casualty Co. - Bond premium	20 00	
George W. Scible - auctioneer's fee	30 00	
One-half Federal revenue stamps	3 30	
One-half State revenue stamps	3 30	
Ruby W. Chaney - notary fees	2 00	196 98
To Attorney for Taxes, viz:		
1950 State and County taxes	117 89	
1951 State and County taxes ($107.27-adj.)	56 48	174 37
To County Trust Company of Maryland, mortgagee - in full for mortgage claim filed	4,853 90	4,853 90
To Harold J. Katski and Ellen M. Katski, his wife, mortgagors - this balance	248 50	248 50
		5,777 58

with George E. Rullman, Attorney named in Mortgage Cr.

1951						
July	10	Proceeds of Sale	5,700	00		
		Interest on deferred payment	44	46	5,744	46
		Refund fire insurance premium	33	12	33	12
					5,777	58

ORDER NISI LIBER 72 PAGE 191

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Harold J. Katski, Sr., and Ellen M. Katski, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,215 Equity.

ORDERED, This 13 day of September, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause, 20

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of October, next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of October, 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
Judge

Filed 23 Oct. 1951

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,215 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of HAROLD J. KATSKI, SR., and ELLEN M. KATSKI, his wife.

Ordered, this 13th 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 22nd day of October next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-4

Filed 23 Oct. 1951

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

22

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1951

We hereby certify, that the annexed Order Nisi - And Acct. - No 10,215 Equity "Harold J Katski"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of October, 1951. The first insertion being made the 20th day of September, 1951

THE CAPITAL-GAZETTE PRESS, INC.

21

By Lillie L. French

No. MG.....

In the matter of the sale of the mortgaged property of Joseph Telfer and Bertha Telfer Baker also known as Bertha Telfer

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 10,204

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

PETITION TO FILE MORTGAGE FORECLOSURE AND MORTGAGE AND MORTGAGE STATEMENT

Mr. Clerk:

Please docket these foreclosure proceedings, original mortgage and statement.

Louis M. Strauss
Attorney named in mortgage.

Filed 11 Apr, 1951

MORTGAGE STATEMENT

To amount due on mortgage dated April 4 1946, recorded in J.H.H. No. 354 folio 380., by Bertha Telfer Baker, also known as Bertha Telfer and Joseph Telfer..... $2,900.00 and interest from A July 7, 1950.

Now, therefore on this 11th day of April, 1951, personally appeared before me, Louis M. Strauss, Attorney, who made oath in due form of law that the facts setforth herein are true to the best of his knowledge and belief.

Margaret B. Hendrix
Notary Public

MARGARET B. HENDRIX NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LIBER 72 PAGE 193

MORTGAGE FEE—COUNTY—$4.

4.4.2.7-

This Mortgage, Made this — FOURTH ——— day of April

in the year nineteen hundred and Forty-Six, by and between Bertha Telfer Baker (also known as Bertha Telfer) and Joseph Telfer, her husband,

Mortgagor s of Anne Arundel County in the State of Maryland, of the first part, and Catherine A. Schoen and Fred Schoen, her husband,

Mortgagees , of the second part.

No. 10,204 Equity

WHEREAS, the said Joseph Telfer & Bertha Telfer Baker, his wife, are justly and bona fidely indebted to Catherine A. Schoen and Fred Schoen, her husband, in the amount of Seven Thousand Two Hundred Dollars ($7200.00) , payable Six years from the date hereof, with interest at the rate of Six (6) per cent per annum, payable quarterly, and ONE HUNDRED ($100.00) per month, payable on the principal every MONTH ;

AND WHEREAS, to better secure the aforesaid indebtedness, this mortgage is executed and a mortgage note of even date herewith is given therefor.

Filed 11 Apr., 1946

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s, Bertha Telfer Baker (also known as Bertha Telfer), and Joseph Telfer, her husband, do grant and convey unto the said Mortgagees, Catherine A. Schoen & Fred Schoen, her husband, heirs and assigns, in fee simple, all those lot s or parcel s of ground situate and lying in Second District of Anne Arundel County, aforesaid, and described as follows:

Parcel No. 1: Beginning for the same on the East side of Severn Avenue in the division line between the property hereby conveyed and that of Samuel R. Frazier, and running thence in a Northerly direction with the line of said Avenue for the distance of Eighty-seven (87) feet to the intersection of said line and the South line of Fourth Street for a distance of One Hundred Ten (110) feet to intersect the division line of Philip T. Stevens' property; thence with said division line in a Southerly direction for the distance of Eighty-seven (87) feet to the North line of Samuel Frazier's lot; thence in a Westerly direction with said line for a distance of One Hundred Ten (110) feet to Fourth Street and the place of beginning.

BEING the same lot of ground acquired by Joseph Telfer and Bertha Telfer, his wife, by deed dated May 9, 1945, from James A. Brown Jr. and Lorraine Brown, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 332, folio 24.

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Parcel No. 2: All that lot of ground conveyed by James A. Brown Jr. and Lorraine Brown, his wife, to William Boerstler and Bertha Telfer Baker by deed dated January 15, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 301, folio 309.

BEING the same property conveyed by William L. Boerstler and Anna O. Boerstler, his wife, to Bertha Telfer Baker by deed dated May 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 333, folio 66.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Bertha Telfer Baker and Joseph Telfer, her husband,

their heirs and assigns, forever.

PROVIDED, that if the said Bertha Telfer Baker and Joseph Telfer, her husband,

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand Two Hundred ($7200.00) 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 Bertha Telfer Baker and Joseph Telfer, her husband, 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 Bertha Telfer Baker and Joseph Telfer, her husband, 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 Catherine A. Schoen and Fred Schoen, her husband,

their personal representatives or assigns, or Louis M. Strauss, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Twenty Five ($25.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for 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 Mortgagees, their personal representatives or assigns, or Louis M. Strauss, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Bertha Telfer Baker and Joseph Telfer, her husband for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

Grace A. Parfitt
GRACE A. PARFITT

Bertha Telfer (SEAL)
Bertha Telfer

Bertha Telfer Baker (SEAL)
(also) Bertha Telfer Baker

Joseph Telfer (SEAL)
Joseph Telfer

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this — FOURTH —— day of April in the year nineteen hundred and Forty Six before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Bertha Telfer Baker (also known as Bertha Telfer), and Joseph Telfer, her husband, the Mortgagor's named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Catherine A. Schoen and Fred Schoen, her husband, and ------ they ------ 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.

Grace A. Parfitt
GRACE A. PARFITT Notary Public

MORTGAGE

FROM

BERTHA TELFER BAKER,
(also known as Bertha Telfer)
and JOSEPH TELFER, her husband

TO

CATHERINE A. SCHOEN,
and
FRED SCHOEN, her husband

BLOCK NO.

Received for Record April 5, 1946,
at 11-25 o'clock A M. Same day recorded
in Liber GWH No. 354 Folio 380 &c.,
one of the Land Records of
Ce Ce examined per
Arthur W. Hopkins 3rd Clerk.
Cost of Record, $

The Daily Record Company, Baltimore, Md.

F. 21733 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 72 PAGE 197

no 10,204 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, Louis M. Strauss as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand 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 _____ day of _____, in the year of our Lord _____

WHEREAS, the above bounden Louis M. Strauss by virtue of the power contained in a mortgage from Joseph Telfer and Bertha Telfer to Catherine Schoen & Lund bearing date the 4th day of April 1946 and recorded among the mortgage records of Anne Arundel County in Liber JHH No. 354 Folio 380 and Louis M. Strauss, Attorney named in said mortgage

is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Louis M. Strauss do and shall well and truly and faithfully perform the trust reposed in _____ 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 Louis M. Strauss has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Virginia E. Hall

Louis M. Strauss [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

Virginia E. Hall

By Marvin L. Anderson

Attorney in fact

Approved this 2 May, 1951.
John H. Hopkins, 3rd, Clerk.

Filed 2 May, 1951.

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LOUIS M. STRAUSS, SOLICITOR
ANNAPOLIS, MARYLAND

MORTGAGE SALE

OF VALUABLE RESIDENTIAL, FEE SIMPLE PROPERTY, LOCATED ON THIRD STREET, (FORMERLY FOURTH STREET) SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, IN THE VILLAGE OF EASTPORT, MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from Bertha Telfer Baker, also known as Bertha Telfer and Joseph Telfer, her husband, dated April 4th, 1910, and recorded among Land Records of Anne Arundel County in Liber J. H. H. 354, folio 380, the undersigned, as Attorney named in the said mortgage, will offer at public sale at the Court House Door in the City of Annapolis on

MONDAY, JUNE 4, 1951
AT TEN O'CLOCK, A. M.

All that tract of land situate in the Second Election District of Anne Arundel County, Maryland, being now the Sixth Election District, more particularly described as follows:

Parcel No. 1: Beginning for the same on the East side of Severn Avenue in the division line between the property hereby conveyed and that of Samuel R. Frazier, and running thence in a Northerly direction with the line of said Avenue for the distance of Eighty-seven (87) feet to the North line of Samuel Frazier's lot; thence in a Westerly direction with said line for a distance of One Hundred Ten (110) feet to Fourth Street and the place of beginning.

BEING the same lot of ground acquired by Joseph Telfer and Bertha Telfer, his wife, by deed dated May 9, 1945, from James A. Brown, Jr., and Lorranie Brown, his wife, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 322, folio 24;

Parcel No. 2: All that lot of ground conveyed by James A. Brown, Jr., and Lorraine Brown, his wife, to William Boerstler and Bertha Telfer Baker by deed dated January 15, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 301, folio 300.

BEING the same property conveyed by William L. Boerstler and Anna O. Boerstler, his wife, to Bertha Telfer Baker by deed dated May 20th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 383, folio 66.

SAVING AND EXCEPTING from the aforegoing parcels, a corner tract of land situate on the Southwest corner of Severn Avenue and Third Street, containing 1,454 square feet and facing 30.23 feet on Severn Avenue and 48.08 feet on Third Street which is fully described in a partial release recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 465, folio 393.

Said Land to be sold is improved by a modern two story dwelling, with all modern conveniences, facing the aforesaid Third Street, formerly Fourth Street, and said improvements being designated as 400 Third Street, Eastport, Maryland.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on the day of sale; balance to be paid on ratification of sale, with interest from day of sale, or all cash at the option of purchaser or purchasers.

All expenses and taxes to be adjusted to day of sale.

LOUIS M. STRAUSS,
Attorney Named In Mortgage.

m-31

Filed 6 June, 1951.

LIBER 72 PAGE 198 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., June 6, 1951

We hereby certify, that the annexed

Mortgage Sale

Bertha Telfer Baker

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 4th day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey 5

In the matter of the	:	IN THE
sale of the mortgaged	:	CIRCUIT COURT
property of Joseph Telfer and	:	FOR
Bertha Telfer Baker	:	ANNE ARUNDEL COUNTY
also known as Bertha Telfer	:	EQUITY NO. 10 204
	:	

: : : : : : : : : : :

Filed 6 June, 1951

REPORT OF SALE AND CERTIFICATE OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Louis M. Strauss, Attorney named in Mortgage respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice to the time, place, manner and terms of said sale by advertisement inserted in the Southern Maryland Times, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Louis M. Strauss, Attorney named in Mortgage, did pursuant to said Notice, on Monday, June 4th, 1951, at ten o'clock A.M., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said Mortgage and more fully described and set forth in the attached advertisement of sale to George M. Walters and Dena Walters, his wife, at and for the sum of Five Thousand Nine Hundred Dollars, they being the highest bidders then and there.

Louis M. Strauss

Louis M. Strauss, Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

This is to certify, that on this 5th day of June, 1951, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Attorney named in Mortgage, in the above mentioned proceedings and mortgage, and made oath in due form of law that the facts in the foregoing report of Sale are true as therein setforth, and that the sale, thereby reported was fairly made.

Witness my hand and Notarial Seal.

Mildred F. Dean

Mildred F. Dean - Notary Public

MILDRED F. DEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

LIBER 72 PAGE 200

ORDER NISI

In the Matter of the Sale of the Mortgaged Property of

~~Versus~~

Joseph Telfer and Bertha Telfer Baker also known as Bertha Telfer

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,204 Equity

Filed 6 June, 1951.

Ordered, this 6 day of June, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of July next.

The report states that the amount of sales to be $ 5900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Equity 10,204

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,204 Equity
In The Matter Of The Sale Of The Mortgaged Property Of JOSEPH TELFER and BERTHA TELFER BAKER also known as BERTHA TELFER.

Ordered, this 6th day of June, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of July next.

The report states that the amount of sales to be $5900.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-5

Filed 23 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 7, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,204

Bertha Telfer Baker

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of July, 1951. The first insertion being made the 14th day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. S. M. T. 3781

By D B Macey

4

(Final Order) LIBER 72 PAGE 201

In the Matter of the Sale of the Mortgaged Property of

~~versus~~

Joseph Telfer and Bertha Telfer Baker also known as Bertha Telfer

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 24th July, 1951

ORDERED BY THE COURT, This 24th day of July, 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

In the Matter of the Sale of the Mortgaged Property of

vs.

Joseph Telfer and Bertha Telfer Baker, also known as Bertha Telfer

In the

Circuit Court

For

Anne Arundel County

No. 10,204 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 9 Aug., 1951

August 9, 1951

All of which is respectfully submitted.

Laura V. Dickerson
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Property of Joseph Telfer and Bertha Telfer Baker, also known as Bertha Telfer

in ac.

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	208	13	233	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	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	88		
Capital-Gazette Press - second advertisement of sale	25	62		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corporation -bond premium	20	00		
Robert H. Campbell - auctioneer's fee	35	00		
Clerk of Court - recording release (2nd mortgage)		75		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Margaret B. Hendrix - notary fee		50		
Mildred F. Bean - notary fee		50	129	85
To Attorney for Taxes, viz:				
1951 State and County taxes ($42.92 - adjusted to 6/4/51)	18	21		
1950 City of Annapolis taxes ($18.72 - adjusted 1/1/51 -6/4/51)	15	93	34	14
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-water main and sewer benefit charges	15	50	15	50
To Catherine A. Schoen and Fred Schoen, her husband, mortgagees - in full for mortgage claim, viz:				
Principal $2,900.00				
Interest from 7/7/50 to 6/4/51 160.47				
	3,060	47	3,060	47
To Bertha Telfer Baker, mortgagee - this balance	2,426	96	2,426	96
			5,937	80

with Louis M. Strauss, Attorney named in Mortgage Cr.

1951						
June	4	Proceeds of Sale	5,900	00		
		Interest on deferred payment of $5,400.00 to 7/16/51	37	80	5,937	80
					5,937	80

Filed 9 Aug., 1951

Filed Sept. 24th 1951

Filed 22 Sept., 1951

ORDER NISI

LIBER 72 PAGE 204

In the Matter of the Sale
of the Mortgaged Property
of ~~VERSUS~~
Joseph Telfer
and
Bertha Telfer Baker,
also known as
Bertha Telfer

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,204 Equity.

ORDERED, This 9 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 24th 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 Michelson
Judge

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. 10,204 Equity
In The Matter Of The Sale Of The Mortgaged Property Of JOSEPH TELFER and BERTHA TELFER BAKER, also known as BERTHA TELFER.

Ordered, this 9th 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

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 21st, 1951

We hereby certify, that the annexed Order Nisi
No 10,204 Equity Joseph Telfer

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of September, 1951. The first insertion being made the 16th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. S. M. T. .....

By Billie L. Fuller

LIBER 72 PAGE 205

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GERTRUDE LEE DAVIS : No. 6765 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, Robert E. Kindred, Attorney named in Mortgage hereinafter referred to, respectfully shows:

1. That on the 21st day of July, 1934, he as Attorney named in Mortgage from Gertrude Lee Davis to Robert E. Kindred and Viola Kindred, his wife, which said mortgage was then in default, sold the mortgaged premises to the said Mortgagees, who were then and there the Vendors and purchasers of said sale.

2. That the said sale was duly ratified and confirmed, purchase price fully paid all of which are duly recorded in these proceedings, but no Trustee was appointed to convey the property to said purchasers under Article 66, Section 14 etc., of the Code of Maryland.

Filed August 14, 1945

Wherefore, your Petitioner prays that a Trustee may be appointed to confirm the title by Deed, and suggest the name of Charles F. Ubrecht, Attorney-at-Law to be appointed Trustee, without Bond.

And as in duty bound, etc.

Petitioner

STATE OF MARYLAND :
ANNE ARUNDEL COUNTY : TO WIT:

I HEREBY CERTIFY, that on this 13TH day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Robert E. Kindred Petitioner, and made oath in due form of law, that the matters and facts set forth in the within Petition, are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

FRED W. [illegible] NOTARY PUBLIC ANNE ARUNDEL COUNTY

Notary Public

UPON THE AFOREGOING PETITION AND AFFIDAVIT, IT IS THEREUPON THIS 1st DAY OF AUGUST, 1945, ORDERED AND DECREED THAT CHARLES F. OBRECHT, ATTORNEY, BE AND HE IS HEREBY APPOINTED TRUSTEE TO CONVEY THE PROPERTY MENTIONED IN THESE PROCEEDINGS BY CONFIRMATORY DEED TO ROBERT E. KINDRED AND VIOLA KINDRED, THEIR HEIRS AND ASSIGNS, AS TENANTS BY THE ENTIRETIES, AND THAT SAID TRUSTEE BE AND HE IS EXCUSED IN GIVING BOND; IT IS FURTHER ORDERED AND DECREED, THAT THE APPOINTMENT OF SAID TRUSTEE TO CONVEY THE PROPERTY TO THE SAID PURCHASERS IS HEREBY CONSIDERED IN ITS ORDER OF RATIFICATION, NON PRO TUNC.

Lou Coates

JUDGE

LIBER 72 PAGE 207

NO. 10,317 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STEVEN J. EVERD and
MARGARET EVERD, his wife
Green Haven
Pasadena, Maryland

VS.

EDGAR LINTHICUM and
EVA LINTHICUM, his daughter
5600 Everhurst Road
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 51 and 52, Section E, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

NORMAN L. WILSON
4002 Sixth Street
Baltimore, 25, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15, Section J, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

FERDINAND H. JACOBER and
ANNA M. JACOBER, his wife
118 South Eutaw Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 27 and 28, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

JOHN B. HARRIS and
CATHERINE HARRIS, his wife
Glen Burnie Heights
Anne Arundel County, Maryland

And all persons having or claiming to have

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

any interest in the property known as Lots Nos. 23 and 24, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

NETTIE STRICKLAND
2 Thompson Street
Annapolis, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 31 and 32, Block 3, as shown on the plat of Pasadena, Third Election District, Anne Arundel County, Maryland

---

MOTIEIUS (also known as MARTINES) KASIANKAS and MARGARET KASIANKAS, his wife
1301 Herkimer Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20, Block N, as shown on the plat of Garland, Fifth Election District, Anne Arundel County, Maryland

---

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on or about the 10th day of October, 1949, the certificates of tax sale attached hereto and marked "Complainants' Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to them, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 1389: All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Being Lots Nos. 51 and 52 in Section E at Glen Burnie Heights, Maryland, containing 40 feet front, fronting on Pershing Avenue and extending of that width in depth 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Edgar Linthicum and Eva Linthicum, his daughter, by The Workman's Cooperative Realty Company, a body corporate, by deed dated June 16, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 93, folio 369, and assessed on the date of the Collector's sale to Edgar Linthicum and Eva Linthicum, whose last known address was No. 5600 Everhurst Road, Baltimore, Maryland.

The amount due on the day of sale was $32.74.

B. Certificate No. 1385: All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 14 and 15 in Section J of the development known as Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Norman L. Wilson by The Workman's Cooperative Realty Company, a body corporate, by deed dated June 11, 1926, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 15, folio 87, and assessed on the date of the Collector's sale to Norman L. Wilson, whose last known address was No. 4002 Sixth Street, Baltimore, 25, Maryland.

The amount due on the day of sale was $10.21.

C. Certificate No. 1387: All those two lots or parcels

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 27 and 28 in Section F of Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-1, Plat 185; and being the same property which was conveyed to Ferdinand H. Jacober and Anna M. Jacober, his wife, by The Workman's Cooperative Realty Company, a body corporate, by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 15, folio 397, and assessed on the date of the Collector's sale to Ferdinand H. Jacober and Anna M. Jacober, his wife, whose last known address was No. 118 South Eutaw Street, Baltimore, Maryland.

The amount due on the day of sale was $14.05.

D. Certificate No. 1388: All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 23 and 24 in Section F of Glen Burnie Heights, and containing 40 feet fronting on Pershing Avenue and extending of that width the depth of 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to John B. Harris and Catherine Harris, his wife, by the Workman's Cooperative Realty Company, a body corporate, by deed dated June 5, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 93, folio 366, and assessed on the date of the Collector's sale to John B. Harris and Catherine Harris, his wife, whose last known address was Glen Burnie Heights,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Anne Arundel County, Maryland.

The amount due on the day of sale was $32.68.

E. Certificate No. 1462: All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 31 and 32 in Block 3, as shown on the plat of Pasadena filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-4, Plat 34, formerly recorded in Plat Book No. 1, Section 1, folio 34; and being the same property which was conveyed to Nettie M. Strickland by John M. Appleton and wife by deed dated November 3, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64, folio 155, and assessed on the date of the Collector's sale to Nettie M. Strickland, whose last known address was No. 2 Thompson Street, Annapolis, Maryland.

The amount due on the day of sale was $7.95.

F. Certificate No. 1477: All those two lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County and described as follows:

Being Lots Nos. 19 and 20 in Block N, as shown on the plat of Garland filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod V, Plat 8, formerly recorded in Plat Book F.S.R. No. 2, folio 47, marked "Garland Plat No. 2 Addition"; and being the same property which was conveyed to Motieius (also known as Martines) Kasiankas and Margaret Kasiankas, his wife, by The Garland Development Company, Inc., by deed dated October 19, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 92, folio 82, and assessed on the date of the Collector's sale to Motieius (also known as Martines) Kasiankas

LBERT J. GOODMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

and Margaret Kasiankas, his wife, whose last known address was No. 1301 Herkimer Street, Baltimore, Maryland.

The amount due on the day of sale was $8.77.

The said properties as above described are the identical parcels of ground less particularly described in the aforesaid Collector's certificates.

THIRD: That according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainants pray for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of each property.

SIXTH: The complainants pray for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 10, 1949, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared STEVEN J. EVERD and MARGARET EVERD, his wife, the within-named complainants, 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.

Grace R. Hartge

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1389 LIBER 72 PAGE 214

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949 I sold to Steven Evard Pasadena at public auction for the sum of 33.00 Dollars and Margaret Evard ..... Cents, of which 32.74 Dollars has been paid as a deposit on the property in 3 dis described as Lots 51-52 Sec E. as shown on the Plat of Glen Burnie Hgts A A Co Md

and assessed to Eva + Edgar Linthicum Good

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 OCT 11 1950 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 14 Sept, 1951

Witness my hand and seal, this ..... day of OCT 10 1949 19.....

JOSEPH H. GRISCOM, Sr. County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William Belolanoff
Notary Public.

My Commission Expires MAY 7 - 1951

Complainants' Exhibit No. 1

1385 LIBER 72 PAGE 215

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County Treasurer of Anne Arundel, hereby certify that on October 1st, I sold to Lt. Evans Pasadena at public auction for the sum of 20.00 Dollars and [illegible] Cents, of which 10.21 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 14-15 Sec J. as shown on Plat of Glen Burnie 1495 and assessed to Norman L. Wilson

Filed 14 Sept., 1951.

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 OCT 1 1950, 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 OCT 1 day of ..... 19....

JOSEPH H. GRISCOM, Sr.
Collector
County Treasurer

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 10 1949 day of October, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

1387

LIBER 72 PAGE 216

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to J. Evers & Margaret Evers at public auction for the sum of 35.00 Dollars and ..... Cents, of which 14.05 Dollars has been paid as a deposit on the property in 3 dis described as Lots 27-28 Sec F as shown on Plat of Glen Bennie Hgts A.A. Co. Md

and assessed to Anna M + F H. Jacobsen

Filed 14 Sept, 1951

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 OCT 11 1950, 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 ..... day of OCT 10 1949 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector

State of Maryland, Anne Arundel County, Sct:

OCT 10 1949

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

Witness my hand and seal Notarial,

William B. Stetson
Notary Public.

My Commission Expires MAY 7 1951

1388

LIBER 72 PAGE 217

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to St. Evard & Pasadena at public auction for the sum of 34.00 Dollars and Margaret Evard ..... Cents, of which 32.68 Dollars has been paid as a deposit on the property in 3 dis described as Lot 23-24 Sec F. as shown on Plat of Glen Burnie Hgts A.A. Co. Md

and assessed to John B + Catherine Harris

Filed 14 Sept, 1951

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 OCT 11 1950 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 ..... day of OCT 10 19..

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

1462 LIBER 72 PAGE 218

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949 I sold to S. J. Everd & Margaret Everd Pasadena at public auction for the sum of 8 Dollars and 40 Cents, of which 7.95 Dollars has been paid as a deposit on the property in 3 Dist described as One lot as shown on the plat of Pasadena A A Co.

and assessed to Nettie Strickland

Filed 14 Sept, 1951

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 OCT 11 1950, 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 ..... day of OCT 10 1949 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set: OCT 10 1949

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

Witness my hand and seal Notarial,

William B. Stokes
Notary Public.

My Commission Expires MAY 7 1951

1477 LIBER 72 PAGE 219

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to [illegible] Pasadena at public auction for the sum of 20 Dollars and [illegible] Cents, of which 8.77 Dollars has been paid as a deposit on the property in 5 Dist described as Lots 19, 20 Block N as shown on the plat of Garland A. A. Co.

and assessed to Martiens Kasionkas

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 OCT 11 1950 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 14 Sept., 1951

Witness my hand and seal, this ..... day of OCT 10 1949 19.....

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., 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. [illegible]
Notary Public.

My Commission Expires MAY 7 1951

LIBER 72 PAGE 220

NO. 10,317 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

STEVEN J. EVERD and
MARGARET EVERD, his wife
Green Haven
Pasadena, Maryland

VS.

EDGAR LINTHICUM and
EVA LINTHICUM, his daughter
5600 Everhurst Road
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 51 and 52, Section E, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

NORMAN L. WILSON
4002 Sixth Street
Baltimore, 25, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15, Section J, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

FERDINAND H. JACOBER and
ANNA M. JACOBER, his wife
118 South Eutaw Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 27 and 28, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

JOHN B. HARRIS and
CATHERINE HARRIS, his wife
Glen Burnie Heights
Anne Arundel County, Maryland

And all persons having or claiming to have

Filed 17 Sept., 1951

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

any interest in the property known as Lots Nos. 23 and 24, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

NETTIE STRICKLAND
2 Thompson Street
Annapolis, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 31 and 32, Block 3, as shown on the plat of Pasadena, Third Election District, Anne Arundel County, Maryland

---

MOTIEIUS (also known as MARTINES) KASIANKAS and MARGARET KASIANKAS, his wife
1301 Herkimer Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20, Block N, as shown on the plat of Garland, Fifth Election District, Anne Arundel County, Maryland

---

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fifth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the complainants in this proceeding:

A. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 51 and 52 in Section E at Glen Burnie Heights, Maryland, containing 40 feet front, fronting on Pershing Avenue and extending of that width in depth 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Edgar Linthicum and Eva Linthicum, his daughter, by The Workman's Cooperative Realty Company, a body corporate, by deed dated June 16, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 93, folio 369.

B. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 14 and 15 in Section J of the development known as Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Norman L. Wilson by The Workman's Cooperative Realty Company, a body corporate, by deed dated June 11, 1926, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 15, folio 87.

C. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 27 and 28 in Section F of Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-1, Plat 185; and being the same property which was conveyed to Ferdinand H. Jacober and Anna M. Jacober, his wife, by The Workman's Cooperative Realty Company, a body corporate, by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 15, folio 397.

D. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 23 and 24 in Section F of Glen Burnie Heights, and containing 40 feet fronting on Pershing Avenue and extending of that width the depth of 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to John B. Harris and Catherine Harris, his wife, by the Workman's Cooperative Realty Company, a body corporate, by deed dated June 5, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 93, folio 366.

E. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 31 and 32 in Block 3, as shown on the plat of Pasadena filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-4, Plat 34, formerly recorded in Plat Book No. 1, Section 1, folio 34; and being the same property which was conveyed to Nettie M. Strickland by John M. Appleton and wife by deed dated November 3, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 64, folio 155.

F. All those two lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County and described as being Lots Nos. 19 and 20 in Block N, as shown on the plat of Garland filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod V, Plat 8, formerly recorded in Plat Book F.S.R. No. 2, folio 47, marked "Garland Plat No. 2 Addition"; and being the same property which was conveyed to Motieius (also known as Martines) Kasiankas and Margaret Kasiankas, his wife, by The Garland Development Company, Inc., by deed dated October 19, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 92, folio 82.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

It is thereupon, this 14 day of September, 1951, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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 21 day of November, 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 complainants a title free and clear of all encumbrances.

John H. Hopkins, 3rd.
Clerk

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STEVEN J. EVERD, et al.	:	NO. 10,317 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
EDGAR LINTHICUM, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO REISSUE

Mr. Clerk:

Please reissue for Norman L. Wilson, one of the respondents in the above-entitled case, at No. 1522 Clarkson Street, Baltimore, 30, Maryland.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

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LIBER 72 PAGE 225

STEVEN J. EVERD, et al.	:	NO. 10,317 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
EDGAR LINTHICUM, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO REISSUE

Mr. Clerk:

Please reissue for the following respondents in the above-entitled case:

1. Edgar Linthicum
   5600 Everhurst Road
   Baltimore, Maryland

2. Eva Linthicum
   5600 Everhurst Road
   Baltimore, Maryland

3. Norman L. Wilson
   1522 Clarkson Street
   Baltimore, 30, Maryland

4. John B. Harris
   Glen Burnie Heights
   Glen Burnie, Maryland

5. Catherine Harris
   Glen Burnie Heights
   Glen Burnie, Maryland

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

Filed 11 Oct., 1951

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STEVEN J. EVERD, et al.	:	NO. 10,317 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
NETTIE STRICKLAND, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO REISSUE

Mr. Clerk:

Please reissue for the respondent, Nettie Strickland, 2 Thompson Street, Annapolis, Maryland, in the above-entitled case.

Filed 17 Oct, 1951

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainants

Legal Notices —

FOR ANNE ARUNDEL COUNTY
NO. 10,317 EQ

STEVEN J. EVERD and MARGARET EVERD, his wife, Green Haven, Pasadena, Maryland

Vs.

EDGAR LINTHICUM and EVA LINTHICUM, his daughter, 5600 Everhurst Road, Baltimore, Maryland,

And all persons having or claiming to have any interest in the property known as Lots Nos. 51 and 52, Section E, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland,

NORMAN L. WILSON, 4002 Sixth Street, Baltimore, 25, Maryland.

And all persons having or claiming to have any interest in the property known as Lots Nos. 14 and 15, Section J, as shown on the Plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland,

FERDINAND H. JACOBER and ANNA M. JACOBER, his wife, 116 South Eutaw Street, Baltimore, Maryland,

And all persons having or claiming to have any interest in the property known as Lots Nos. 27 and 28, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland,

JOHN B. HARRIS and CATHERINE HARRIS, his wife, Glen Burnie Heights, Anne Arundel County, Maryland,

And all persons having or claiming to have any interest in the property known as Lots Nos. 23 and 24, Section F, as shown on the plat of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland,

NETTIE STRICKLAND, 2 Thompson Street, Annapolis, Maryland,

And all persons having or claiming to have any interest in the property known as Lots Nos. 31 and 32, Block 3, as shown on the plat of Pasadena, Third Election District, Anne Arundel County, Maryland.

MOTIEIUS (also known as MARTINES) and MARGARET KANIANKAS, his wife, 1301 Herkimer Street, Baltimore, Maryland,

And all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20, Block N, as shown on the Plat of Garland, Fifth Election District, Anne Arundel County, Maryland.

LIBER 72 PAGE 227

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fifth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the complainants in this proceeding:

A. All those two lots or parcels of ground, situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 51 and 52 in Section E at Glen Burnie Heights, Maryland, containing 40 feet front, fronting on Pershing Avenue and extending of that width in depth 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Edgar Linthicum and Eva Linthicum, his daughter, by The Workman's Cooperative Realty Company, a body corporate, by deed dated June 16, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 95, folio 369.

B. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 14 and 15 in Section J of the development known as Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193; and being the same property which was conveyed to Norman L. Wilson by The Workman's Cooperative Realty Company, a body coreprate, by deed dated June 11, 1926, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 15, folio 87.

C. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 27 and 28 in Section F of Glen Burnie Heights, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-1, Plat 185; and being the same property which was conveyed to Ferdinand H. Jacober and Anna M. Jacober, his wife, by The Workman's Cooperative Realty Com-

any, a body corporate, by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 15, folio 97.

D. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 23 and 24 in Section F of Glen Burnie Heights, and containing 40 feet fronting on Pershing Avenue and extending of that width the depth of 120 feet, with an additional 6 feet for automobile driving, as shown on the plat of Glen Burnie Heights filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 103; and being the same property which was conveyed to John B. Harris and Catherine Harris, his wife, by the Workman's Cooperative Realty Company, a body corporate, by deed dated June 5, 1924, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 93, folio 366.

E. All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as being Lots Nos. 31 and 32 in Block 3, as shown on the plat of Pasadena filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-4, Plat 34, formerly recorded in Plat Book No. 1, Section 1, folio 34; and being the same property which was conveyed to Nettie M. Strickland by John M. Appleton and wife by deed dated November 3, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 64, folio 155.

F. All those two lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County and described as being Lots Nos. 19 and 20 in Block N, as shown on the plat of Garland filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod V, Plat 8, formerly recorded in Plat Book F. S. R. No. 2, folio 47, marked "Garland Plat No. 2 Addition"; and being the same property which was conveyed to Motielus (also known as Martines) Kasiankas and Margaret Kasiankas, his wife, by The Garland Development Company, Inc., by deed dated October 19, 1931, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 92, folio 82.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

It is thereupon, this 14th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 21st day of November, 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 complainants a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-11

Filed 4 Dec., 1951.

OFFICE OF LIBER 72 PAGE 228

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 15, 1951

We hereby certify, that the annexed Order of Publication - Equity 10317.

Steven J. Enerd

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1951. The first insertion being made the 20th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Fallen

STEVEN J. EVERD and MARGARET EVERD, his wife	:	NO. 10,317 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
EDGAR LINTHICUM, et al.	:	ANNE ARUNDEL COUNTY

:::::::

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, who, being duly sworn according to law, deposed and said as follows:

FIRST: That he is the solicitor for the complainants in the above-entitled case.

SECOND: That before filing the bill of complaint in said case, an effort was made to determine the proper addresses of the above-named respondents, and whether or not they were deceased.

THIRD: That the last address of the respondents, Edgar Linthicum and Eva Linthicum, his daughter, was reported as No. 5600 Everhurst Road, Baltimore, Maryland. That two writs of summons were issued for said respondents, both of which were returned "non sunt" on September 27, 1951, and November 5, 1951, respectively. That under the provisions of Section 90F, Article 81, of the Maryland Code, said respondents are deemed served by the order of publication issued out of this Court in the premises.

FOURTH: That the last address of the respondent, Norman L. Wilson, was reported as No. 4002 Sixth Street, Baltimore 25, Maryland. That two writs of summons were issued for said respondent, both of which were returned "non est" on September 22, 1951, and November 5, 1951, respectively. That under the provisions of Section 90F, Article 81, of the Maryland Code,

Filed 4 Dec., 1951.

said respondent is deemed served by the order of publication issued out of this Court in the premises.

FIFTH: That the last address of the respondents, Ferdinand H. Jacober and Anna M. Jacober, his wife, was reported as No. 118 South Eutaw Street, Baltimore, Maryland. That both respondents were returned "mortus est."

SIXTH: That the last address of the respondents, John B. Harris and Catherine Harris, his wife, was reported as Glen Burnie Heights, Glen Burnie, Maryland. That two writs of summons were issued for said respondents, both of which were returned "non sunt" on October 1, 1951, and November 21, 1951, respectively. That under the provisions of Section 90F, Article 81, of the Maryland Code, said respondents are deemed served by the order of publication issued out of this Court in the premises.

SEVENTH: That the last address of the respondents, Motieius (also known as Martines) Kasiankas and Margaret Kasiankas, his wife, was reported as No. 1301 Herkimer Street, Baltimore, Maryland. That the respondent, Motieius Kasiankas, was returned "mortus est," whereas the respondent, Margaret Kasiankas, was returned "summoned" by the Sheriff of Baltimore City on September 27, 1951.

EIGHTH: That no action has been taken by any of the respondents named in this affidavit; and he, therefore, assumes they are not interested in opposing said suit.

NINTH: That the respondent, Nettie Strickland, has redeemed her property prior hereto.

GRACE R. HARTGE NOTARY PUBLIC

Albert J. Goodman, Affiant

Grace R. Hartge, Notary Public

STEVEN J. EVERD and MARGARET EVERD, his wife	:	NO. 10,317 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
EDGAR LINTHICUM, et al.	:	ANNE ARUNDEL COUNTY

:::::::

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Southern Maryland Times," a newspaper printed and published in Anne Arundel County, Maryland, and the above-named respondents having failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is thereupon, this 4th day of December, 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 the respondents, Edgar Linthicum and Eva Linthicum, his daughter; Norman L. Wilson; Ferdinand H. Jacober and Anna M. Jacober, his wife; John B. Harris and Catherine Harris, his wife; and Morieius (also known as Martines) Kasiankas and Margaret Kasiankas, his wife.

Benjamin Michaelson
Judge

Filed 4 Dec., 1951

STEVEN J. EVERD MARGARET EVERD	:	NO. 10,317 EQUITY
	:	IN THE CIRCUIT COURT
VS	:	FOR
NETTIE STRICKLAND, etc., et al.	:	ANNE ARUNDEL COUNTY

: : : : : : :

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the respondent, Nettie Strickland, may redeem the property described in Tax Sale Certificate No. 1462, filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1948 taxes	2.18	
1949 taxes	7.42	
1950 taxes	2.11	
1951 taxes	1.85	
		13.56
Clerk of Court, proportionate costs		8.50
Proportionate share of advertising		20.63
Notary fee		.25
Title examination		15.00
		57.94

Albert J. Goodman
Attorney for Steven J. Everd
and Margaret Everd.

R. Tilghman Brice, III
Attorney for Defendant,
Nettie Strickland.

ORDER OF COURT

Upon the aforegoing stipulation, it is this 22d day of December, 1951, by the Circuit Court for Anne Arundel County in Equity, ordered that the amounts necessary to redeem the property described in Tax Sale Certificate No. 1462 are:

To be paid to the County Treasurer of Anne Arundel County for 1948 taxes	2.18	
1949 taxes	7.42	
1950 taxes	2.11	
1951 taxes	1.85	
		13.56
Clerk of Court, proportionate costs		8.50
Proportionate share of advertising		20.63
Notary fee		.25
Title examination		15.00
		57.94

Benjamin Michaelson
JUDGE

Filed 22 Jan., 1952.

Filed 22 Jan., 1952.

STEVEN J. EVERD, et al.	:	NO. 10,317 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
EDGAR LINTHICUM, et al.	:	ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89I to 90P of Article 81 of the Annotated Code of Maryland (1943 Supplement),

It is thereupon this 9th day of January, 1952, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

FIRST: That all rights of redemption of the respondents, Edgar Linthicum and Eva Linthicum, his daughter; Norman L. Wilson, Ferdinand H. Jacober and Anna M. Jacober, his wife; John B. Harris and Catherine Harris, his wife; and Motieius (also known as Martines) Kasiankas and Margaret Kasiankas, his wife; or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Steven J. Everd and Margaret Everd, his wife, on the 10th day of October, 1949, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) is hereby vested in the complainants.

THIRD: That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the complainants.

FOURTH: That the complainants shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

Filed 9 Jan., 1952.

STEVEN J. EVERD MARGARET EVERD	:	NO. 10,317 EQUITY
VS	:	IN THE CIRCUIT COURT
NETTIE STRICKLAND, etc., et al.	:	FOR ANNE ARUNDEL COUNTY

: : : : : : :

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the defendant, Nettie Strickland, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 1462 filed in these proceedings.

Albert J. Goodman
Attorney for Steven J. Everd
and Margaret Everd.

Filed 22 Jan. 1932.

15

LIBER 72 PAGE 235

WALTER S. CALWELL, Attorney Named in Mortgage	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
ELLSWORTH L. PRITCHARD AND ALICE E. PRITCHARD, his wife, WILLIAM W. PRITCHARD AND WILMA JEAN PRITCHARD, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,120

Mr. Clerk:

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

1. Mortgage from the said Ellsworth L. Pritchard and Alice E. Pritchard, his wife, William W. Pritchard and Wilma Jean Pritchard, his wife to The County Trust Company, dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 508.

Filed 6 Dec., 1950

Walter S. Calwell
Walter S. Calwell -
Attorney Named in Mortgage

T. Worthington Brundige III
T. Worthington Brundige, III
Attorney for Plaintiff

T 13585

No. 10,120 Equity.

LIBER 72 PAGE 230

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

THIS MORTGAGE, Made this 16th day of June, A. D. 19 48, by and between ELLSWORTH L. PRITCHARD and ALICE E. PRITCHARD, his wife, and WILLIAM W. PRITCHARD and WILMA JEAN PRITCHARD, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the ... 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, 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.)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money/in the principal sum of SEVENTY - SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars ($ 46.06), commencing on the first day of August, 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 July, 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.

Filed 6 Dec., 1950.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot ~~of~~ 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—4189

BEING known and designated as Lot No. 407 as laid out on Plat of property of The Ballman Company which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5207 (formerly 407) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

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

Plaintiff's Exhibit A.

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.

LIBER 72 PAGE 237

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 ($\frac{1}{12}$) 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

LIBER 72 PAGE 238

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The 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

Ellsworth L. Pritchard [SEAL]
ELLSWORTH L. PRITCHARD

Alice E. Pritchard [SEAL]
ALICE E. PRITCHARD

William W. Pritchard [SEAL]
WILLIAM W. PRITCHARD

Wilma Jean Pritchard [SEAL]
WILMA JEAN PRITCHARD

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 16th day of June County, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore / ~~aforesaid~~ personally appeared Ellsworth L. Pritchard and Alice E. Pritchard, his wife, and William W. Pritchard and Wilma Jean Pritchard, ~~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.

HODGE SMITH NOTARY PUBLIC BALTIMORE COUNTY, MD.

J. Hodge Smith
J. HODGE SMITH *Notary Public.*

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

FORM APPROVED ..... JEB

READY FOR RECORD ..... JEB

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
ELLSWORTH L. PRITCHARD AND
ALICE E. PRITCHARD, his wife
WILLIAM W. PRITCHARD AND
WILMA JEAN PRITCHARD, his wife

PETITIONER'S EXHIBIT "A"

LIBER 72 PAGE 240

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ELLSWORTH L. PRITCHARD AND ALICE E. PRITCHARD, his wife WILLIAM W. PRITCHARD AND WILMA JEAN PRITCHARD, his wife	:	ANNE ARUNDEL COUNTY (In Equity)
	:	10120

STATEMENT OF MORTGAGE DEBT

Filed 6 Mar, 1951

Statement of Mortgage Claim of The County Trust Company under the Mortgage from the said Ellsworth L. Pritchard and Alice E. Pritchard, his wife, William W. Pritchard and Wilma Jean Pritchard, his wife to The County Trust Company, dated the 16th day of June, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 508

Amount of Loan	$7600.00
Less - amount paid in principal	485.52
	7114.48
Plus - unpaid interest from 6/1/1950 to 3/6/1951	217.38
	7331.86
Less - balance in expense account	51.63
	$7280.23

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, and made oath in due form of Law that the foregoing is a just and true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link

Clara M. Link - Notary Public

10120

Mortgagee and Attorney's Bond. 1-369 1m-12-32

LIBER 72 PAGE 241

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Walter S. Calwell of 7 St. Paul Street, Baltimore, Maryland as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 - - - - - - - - - ($7,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of March in the year nineteen hundred and fifty-one.

Filed 6 March, 1951.

Whereas, the above bounden Walter S. Calwell, Attorney Named in Mortgage,

by virtue of the power contained in a Mortgage from Ellsworth L. Pritchard and Alice E. Pritchard, his wife, and William W. Pritchard and Wilma Jean Pritchard, his wife, to The County Trust Company bearing date the 16th day of June nineteen hundred and fifty-one, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 476, Folio 508, and

is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell, does and 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. Smith

Attest:

R. H. Nichols

R. H. Nichols

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

N. V. Mercer
Assistant Secretary N. V. Mercer

Approved this 6 day of March, 1951.
John H. Hopkins, 3rd, Clerk.

LIBER 72 PAGE 242

MILITARY AFFIDAVIT

No. 10,120 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March 1951 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant s Ellsworth L. Pritchard and Alice E. Pritchard, his wife, William W. Pritchard and Wilma Jean Pritchard, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, that ~~is~~ about ~~years old~~, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

Filed 10 Mar., 1951

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ELLSWORTH L. PRITCHARD AND ALICE E. PRITCHARD, his wife WILLIAM W. PRITCHARD AND WILMA JEAN PRITCHARD, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,120

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 508 from said Ellsworth L. Pritchard and Alice E. Pritchard, his wife, William W. Pritchard and Wilma Jean Pritchard, his wife to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 6th day of March, 1951 at three P.M., attend at the Court House Door and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 407 as laid out on Plat of property of The Ballman Company, which Plat is 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. 5207 (formerly 407) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 10 May, 1951.

LIBER 72 PAGE 244

The said fee simple property was sold to The County Trust Company, at and for the sum of Seven Thousand ($7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March, 1951 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

CALLAHAN AND CALWELL,
Solicitors
Baltimoro Federal Building
Fayette and St. Paul Sts.,
Baltimore 2, Maryland.

MORTGAGE SALE
— OF —
VALUABLE FEE SIMPLE PROPERTY

No. 5207 (formerly 407) Brookwood Road, Brookwood, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Elleworth L. Pritchard and Alice E. Pritchard, his wife, William W. Pritchard and Wilma Jean Pritchard, his wife to The County Trust Company, dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 476 folio 508 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction at the Court House Door in Annapolis, Maryland, on

TUESDAY, MARCH 6TH, 1951
AT 3 P. M.,

all that lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:-

Being known and designated as Lot No. 407 as laid out on Plat of property of The Ballman Company, which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7; the improvements whereon are known as No. 5207 (formerly 407) Brookwood Road.

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

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO., Auctioneer.

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ORDER NISI

LIBER 72 PAGE 245

WALTER S. CALWELL,

Attorney named in Mortgage

versus

ELLSWORTH W. PRITCHARD AND
ALICE E. PRITCHARD, HIS WIFE,
WILLIAM W. PRITCHARD AND
WILMA JEAN PRITCHARD, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,120 Equity

Filed 10 Mar., 1951.

Ordered, this 10 day of March, 19 51, 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 16 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of April next.

The report states that the amount of sales to be $ 7000.00.

True Copy,

John H. Hopkins, 3rd, Clerk.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,120 Equity
WALTER S. CALWELL, ATTORNEY NAMED IN MORTGAGE
Vs.
ELLSWORTH W. PRITCHARD AND ALICE E. PRITCHARD, HIS WIFE WILLIAM W. PRITCHARD AND WILMA JEAN PRITCHARD, HIS WIFE.

Ordered, this 10th day of March, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported 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 16th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of April next.

The report states that the amount to be $7,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-5

Filed 18 Apr., 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., April 17, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq - 10,120

Ellsworth Pritchard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th day of March, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. MG 150

Filed 20 Apr., 1951.

(Final Order)

WALTER S. CALWELL, LIBER 72 PAGE 246

Attorney named in Mortgage

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

ELLSWORTH W. PRITCHARD AND
ALICE E. PRITCHARD, HIS WIFE,
WILLIAM W. PRITCHARD AND
WILMA JEAN PRITCHARD, HIS WIFE

.....Term, 19

ORDERED BY THE COURT, This 20th day of April, 1951,
that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed
no cause to the contrary having been shown, although due notice appears to have been given as required by the Order
Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall pro-
duce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 3 May, 1951.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Ellsworth W. Pritchard
and
Alice E. Pritchard, his wife, et al.

In the
Circuit Court
For
Anne Arundel County
#10,120 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.

April 30, 1951

All of which is respectfully submitted.

Laura R. Jenkins
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Ellsworth W. Pritchard and Alice E. Pritchard, his wife, et al in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	240	00	290	00
To Attorney for Court costs,,viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	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	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 fees	1	20	98	19
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,574	06	6,574	06
			7,000	00
Amount of mortgage claim filed	7,280	23		
Cr. Amount allowed as above	6,574	06		
BALANCE SUBJECT TO DECREE IN PERSONAM	706	17		

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

1950						
Mar.	6	Proceeds of Sale	7,000	00	7,000	00
					7,000	00

ORDER NISI

LIBER 72 PAGE 249

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Ellsworth W. Pritchard

and

Alice E. Pritchard, his wife, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,120 Equity.

ORDERED, This 3 day of May, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of June next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of June, 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 Nicholson
Judge

Filed 3 May, 1951.

Filed 13 June, 1951.

Filed 12 June, 1951.

OFFICE 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. 10,120 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
ELLSWORTH W. PRITCHARD and ALICE E. PRITCHARD, his wife, et al.

Ordered, this 3rd day of May, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th 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 11th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1951

We hereby certify, that the annexed Order Nisi - Auditors Account - Eq. 10,120

Ellsworth W. Pritchard

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1712

By DBMacey

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LIBER 72 PAGE 250

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10045 EQUITY

Petition to Docket Foreclosure etc.

MR. CLERK:

Please docket this foreclosure proceedings and the original mortgage and statement.

Attorney named in mortgage

Filed Sept. 30, 1950

County Form.

#10045 Equity

This Mortgage, Made this 10th day of June, in the year one thousand, nine hundred and forty-four, between Rachel E. Stewart, Widow

of Anne Arundel County, in the State of Maryland, Mortgagor, and CAPITAL CITY BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Four Thousand (Five hundred ($4500.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments with interest thereon from the date hereof at the rate of 6 per cent. (6%) per annum in the manner following:

By the payment of Fifty ($50.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, in said State, and described as follows:

Parcel No. 1: All that lot piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, adjacent to the village of Eastport, located on the South West side of First or Front Street as laid down on the Plat of Horn Point, now Eastport, made by John Duvall, Surveyor, and described as follows, that is to say:

BEGINNING for the same at a point on the Southwest side of First or Front Street distant fifty feet in a Northwest direction from the West Corner of said First Street and Chesapeake Avenue extended in a South West Direction and running thence with the South West side of First Street in a Northwest direction for the distance of fifty feet, thence at right angles to said First Street in a Southwest direction for the distance of One Hundred and Sixty feet to an alley twenty feet wide, thence with said alley in a South East direction for the distance of fifty feet, thence at right angles to said alley in a North East direction one hundred and sixty feet to the point of beginning, designated as Lot Number Five (5) on a Plat of the property of said William H. Burns.

BEING the same property conveyed to Rachel E. Stewart by William H. Burns and Sarah M. Burns, his wife, by deed dated October 15, 1902, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 27, folio 219.

Parcel No. 2: All that lot of ground, fronting on First Street in the village of Eastport, Maryland, beginning at the West corner of First Street and Chesapeake Avenue, and bounding on said First Street, in a Northwesterly direction 50 feet; being 50 feet front by 160 feet deep, more or less.

BEING the same property conveyed to Rachel E. Stewart by Ridgely P. Melvin, Assignee, by deed dated February 14, 1916 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 116, folio 173.

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Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot s of ground and premises unto the said Mortgagee, its successors and assigns

Provided, however, if the said Mortgagor , her 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 her part to be made and done, then this mortgage shall be void.

And the said Mortgagor , for herself , her heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor , her 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 6 per cent (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor , her heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor , her heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor , her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any weekly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay 6 per cent (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the 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 Capital City Building and Loan Association.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor , her heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for **Louis M. Strauss.** its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows; first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a degree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor , her heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor covenants that she will warrant specially the property hereby conveyed, and that she will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor .

WITNESS:

Sarah E. Owen
~~ROGER WALTER RUTCH~~
Sarah E. Owen

Mrs. Rachel E. Stewart (SEAL)
RACHEL E. STEWART

(SEAL)

(SEAL)

(SEAL)

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

I HEREBY CERTIFY that on this 10th day of June, 1944, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Rachel E. Stewart, Widow

and she acknowledged the aforegoing mortgage to be her act. At the same time also appeared George E. Graefe, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Sarah E. Owen
~~Rose Marie Reich~~ Notary Public.
Sarah E. Owen

My commission expires May 7, 1945.

MORTGAGE

FROM

Rachel E. Stewart, Widow

TO

CAPITAL CITY BUILDING AND LOAN ASSOCIATION

Received for Record June 13 1944 at 9-14 o'clock A.M. Same day recorded in Liber 1 Hel No. 310 Folio 95 etc., one of the Land Records of Co. County, and examined per Sam H. Hopkins 3rd, Clerk

Cost of Record, $

LOUIS M. STRAUSS
Attorney at Law
Annapolis, Md.

Paid. S.S.

For value received, the Capital City Building and Loan Association hereby assigns the within mortgage and the debt thereby secured to and unto the Union Trust Company of Maryland.

Witness it's hand and Corporate seal by George E. Graefe Sr, it's President and attested to by Paul E. Clark, Secretary Treasurer, this 21st, day of March, 1947.

The Capital City Building and Loan Association By George E. Graefe Sr. President
George E. Graefe Sr.

Attested to: Paul E. Clark
Paul E. Clark, Secretary -Treasurer

CAPITAL CITY BUILDING & LOAN ASSOCIATION OF MARYLAND INCORPORATED 1947

LIBER 72 PAGE 255

IN THE MATTER OF THE :
SALE OF THE MORTGAGED :
PROPERTY OF RACHEL E. STEWART, :
WIDOW, DECEASED :
:
:

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10045 EQUITY

Filed Sept 30, 1950

STATEMENT OF MORTGAGE CLAIM

To balance due by Mortgagor.....
to the Capital City Building and Loan Association
as of September 30th, 1950.....$3314.43

To Interest to September 30th, 1950..... 297.48

Total amount due by Mortgagor..... 3,611.91
to the Capital City Building and Loan Association
as of September 30th, 1950

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Louis M. Strauss, Attorney named in the mortgage and made oath in due form of law that the aforegoing Statement is true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

My commission expires May 7th, 1951

Alice L. Wood
Alice L. Wood, Notary Public

G 22086

LIBER 72 PAGE 256

No. 10045 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, as Principal, and Globe Indemnity Company, of New York, a corporation of the State of New York, and duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND ($5000.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 3rd day of November, 1950.

Filed 3 Nov., 1950

WHEREAS, by virtue of a power of sale contained in a mortgage from Rachel E. Stewart, widow to Capital City Building and Loan Association, dated June 10, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 95, the said Louis M. Strauss is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of t the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal a aforesaid, and the said Louis M. Strauss, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Witness:

Katharine H. McCutchan

Katharine H. McCutchan

Louis M. Strauss (SEAL)

Louis M. Strauss, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins IV

John H. Hopkins, IV, Attorney-at-Law

Katharine H. McCutchan

Approved 3 Nov, 1950

John H. Hopkins, 3rd, Clerk

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LOUIS M. STRAUSS, Atty.
Annapolis, Md.

PUBLIC SALE

OF VALUABLE [illegible] SIMPLE IMPROVED CORNER [illegible] PROPERTY SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, EASTPORT, MARYLAND.

Under and by virtue of a power of sale contained in a mortgage from Rachel E. Stewart, Widow dated June 10th, 1944, recorded among the Land Records of Anne Arundel County in Liber J.H.H. 310, folio 95, the undersigned, as Attorney named in the said mortgage, will offer at public sale at the Court house door in the City of Annapolis on

FRIDAY, NOVEMBER 3RD
AT ELEVEN O'CLOCK A. M.

Parcel No. 1: All that lot piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County aforesaid, adjacent to the village of Eastport, located on the South West side of First or Front Street as laid down on the Plat of Horn Point, now Eastport, made by John Duvall, Surveyor, and described as follows, that is to say:

BEGINNING for the same at a point on the Southwest side of First or Front Street distant fifty feet in a northwest direction from the West Corner of said First Street and Chesapeake Avenue extended in a South West Direction and running thence with the South West side of First Street in a Northwest direction for the distance of fifty feet, thence at right angles to said First Street in a Southwest direction for the distance of One Hundred and Sixty feet to an alley twenty feet wide, thence with said alley in a South East direction for the distance of fifty feet, thence at right angles to said alley in a North East direction one hundred and sixty feet to the point of beginning, designated as Lot Number Five (5) on a Plat of the property of said William H. Burns. Being the same property conveyed to Rachel E. Stewart by William H. Burns and Sarah M. Burns, his wife, by deed dated October 15, 1902, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 27, folio 219.

Parcel No. 2: All that lot of ground fronting on First Street in the village of Eastport, Maryland, beginning at the West corner of First Street and Chesapeake Aveuue, and bounding on said First Street, in a Northwesterly direction 50 feet; being 50 feet front by 160 feet deep, more or less. Being the same property conveyed to Rachel E. Stewart by Ridgely P. Melvin, Assignee, by deed dated February 14, 1916 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 116, folio 173.

Said lots improved by a large two story home, containing all modern conveniences and situated in a highly desirable neighborhood and corner opposite Bridgeway Pharmacy, Chesapeake Avenue and Sixth Street, Eastport, Maryland.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on the day of sale; balance to be paid on ratification of sale, with interest from day of sale, or all cash at the option of purchaser or purchasers.

All expenses and taxes to be adjusted to day of sale.

LOUIS M. STRAUSS,
Attorney Named in Mortgage
ROBERT H. CAMPBELL, Auctioneer

Filed 4 Nov, 1950.

LIBER 72 PAGE 257

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 3, 1950

We hereby certify, that the annexed

Notice of Public Sale

Rachel E. Stewart

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once a week~~ for 3 times ~~successive weeks~~ before the 2nd day of November, 1950. The first insertion being made the 19th day of October, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown 5

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10045 EQUITY

Filed 4 Nov, 1950

REPORT OF SALE AND CERTIFICATE OF PUBLICATION

TO THE HONORABLE, the Judges of said Court:

The Report of Sale of Louis M. Strauss, Attorney named in Mortgage respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice to the time, place, manner and terms of said sale by advertisement inserted in the Evening Capital, a newspaper published in Annapolis, Anne Arundel County, Maryland for more than twenty days preceding the day of sale, the said Louis M. Strauss, Attorney named in Mortgage, did pursuant to said Notice, on Friday, November 3rd, 1950 at eleven o'clock A. M., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgage and more fully described and set forth in the attached advertisement of sale to Robert H. Elliott and Ellen E. Elliott, his wife, at and for the sum of Nine Thousand, Seven Hundred Dollars, they being the highest bidders then and there.

Louis M. Strauss

Louis M. Strauss, Attorney named in Mortgage

State of Maryland, Anne Arundel County, to wit;

This is to certify, that on this 4 day of November, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Attorney named in Mortgage, in the above mentioned proceedings and mortgage, and made oath in due form of law that the facts 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.

Notary Public

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ORDER NISI

LIBER 72 PAGE 259

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF

~~XXXXXX~~ versus

RACHEL E. STEWART,
WIDOW, DECEASED

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,045 Equity

Ordered, this 4 day of November, 19 50, That the sale of the Property in these proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage, ~~XXXXXXX~~ Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 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 8 day of December next.

The report states that the amount of sales to be $ 9,700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,045 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED.

Ordered, this 5th day of November, 1950, That the sale of the Property in these proceedings mentioned, made and reported by Louis M. Strauss, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of December next.

The report states that the amount of sales to be $9,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 9 Dec., 1950

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 6, 1950

We hereby certify, that the annexed

Order Nisi - Eq. # 10,045
Sale
Rachel E. Stewart

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 December, 1950 The first insertion being made the 7th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. P. Braun

No. E. C. 8533

(Final Order)

LIBER 72 PAGE 260

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

versus

Term, 19

Filed 11 Dec., 1950.

ORDERED BY THE COURT, This 11th 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 Michaelson

LIBER 72 PAGE 261

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10045 EQUITY

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

PETITION FOR ORDER TO RUN NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louis M. Strauss, Attorney named in Mortgage respectfully represents:

1. That your Petitioner has shown by the report of sale, that he made sale of the property of Rachel E. Stewart, deceased, at and for the sum of Nine Thousand Seven Hundred Dollars ($9,700.00).

2. That because the real estate of Rachel E. Stewart, deceased was sold after her death and because of the fact that there will be a sum in the excess of Five Thousand Dollars ($5,000.00) to be distributed to those entitled by reason of the mutation of the realty because of said mortgage sale after the mortgagor's death and because your Petitioner is informed by the Administrator, C.T.A. of the Estate of Rachel E. Stewart, that there is insufficient personalty to pay the claims against and the debts of the deceased, it becomes incumbent upon your Petitioner, according to law to give notice to creditors and join all creditors and Administrator C. T. A. of the Estate of Rachel E. Stewart, deceased, by Petition or otherwise to make them subject to the jurisdiction of this Court for the proper distribution of the surplus so that all creditors and legatees will be given an opportunity to assert their claims as against the mutation of the realty by the foreclosure in these proceedings.

WHEREFORE, your Petitioner prays this Court to pass an Order directing Notice to Creditors according to law.

Louis M. Strauss

Louis M. Strauss,
Attorney named in mortgage
Towns-worth Building
South Street
Annapolis, Maryland

Filed 2 Feb, 1951.

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	LIBER 72 : PAGE 262	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10045 EQUITY

NOTICE TO CREDITORS

It is ORDERED this 2d day of February, 1951 by the Circuit Court For Anne Arundel County in Equity that Louis M. Strauss, Attorney named in Mortgage in the above entitled case, give notice to all persons having claims against the Estate of Rachel E. Stewart, Deceased to file their claims properly authenticated with the Clerk of this Court on or before the 7th day of March, 1951, by causing a copy of this Order to be published in some weekly newspaper published in Anne Arundel County, once a week, four successive weeks before the 6th day of March, 1951.

Benjamin Michaelson
Judge

Filed 2 Feb., 1951

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, widow, deceased,	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,045 - Equity

* * *

CLAIM OF ANNAPOLIS UTILITIES, INCORPORATED

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

Filed 6 Feb, 1951

BE IT REMEMBERED, and I hereby certify, that on this fifth day of February, 1951, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for Anne Arundel County aforesaid, and having authority by law to administer oaths therein, personally appeared R. W. EVITT and made oath in due form of law that he is an officer, holding the position of Secretary of Annapolis Utilities, Incorporated, which is a corporation duly incorporated under the laws of the State of Maryland, and that there is fully due and owing to said corporation upon the annexed account by Mrs. Rachel E. Stewart the sum of One Hundred Eighteen Dollars and Nine Cents ($118.09), over and above all discounts; and further that he, the said R. W. Evitt, believes the goods, wares and merchandise charged in annexed account were bona fide delivered as charged, and that he hath not, nor hath the said corporation, to his knowledge or belief, received any payment or satisfaction for the articles charged more than credit is duly given for in appearing upon said account, nor hath he or the said corporation received any security for the same, and that the balance charged and claimed is justly due, according to the best of his knowledge and belief; and said affiant further made oath that said defendant is not in the military service as defined by the Soldiers and Sailors Relief Act of 1940; and

further, that he is the duly authorized agent of said corporation to make this affidavit, and that he hath personal knowledge of the matters herein contained.

R. W. Evitt

AND I DO FURTHER CERTIFY, that at the same time and place, before me, the subscriber, a Notary Public as aforesaid, personally appeared also F. ERNEST BAKER, Clerk of the said corporation, and made oath in due form of law that the several goods, wares, merchandise and effects, charged in the annexed account, were delivered as charged by the said corporation to the said Mrs. Rachel E. Stewart, and that the said Mrs. Rachel E. Stewart assumed to pay for the same at the prices therein charged.

F. Ernest Baker

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed to before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this the day and year above written.

Naomi S. Smith Notary Public

LIBER 72 PAGE 265

Annapolis Utilities
INCORPORATED

89 West Street ANNAPOLIS, MD.
PHONE 9244

FRIGIDAIRE
SALES AND SERVICE

ESSOBURNER
SALES AND SERVICE

ESSOHEAT
FUEL OIL

COAL AND WOOD

Sold
to

Estate of:
Rachel T. Stewart
424 Sixth Street
Eastport, Md.

TERMS CASH—NO RECEIPT RETURNED UNLESS REQUESTED

All charges made prior to April 12th 1949	
Coal delivered to 424 6th Street.	$11°.00

This bill is a just charge and payment has not been received.

J.E.M. Wood,
J E M Wood.
Credit Manager.

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LIBER 72 PAGE 266

IN THE MATTER OF THE	:	
SALE OF THE MORTGAGED	:	IN THE
PROPERTY OF RACHEL E.	:	CIRCUIT COURT FOR
STEWART, WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	No. 10045 EQUITY
	:	

CERTIFICATE OF PUBLICATION

Filed 8 Mar., 1951.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 100,045 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED.
NOTICE TO CREDITORS

It is ORDERED this 2nd day of February, 1951 by the Circuit Court for Anne Arundel County in Equity that Louis M. Strauss, Attorney named in Mortgage in the above entitled case, give notice to all persons having claims against the Estate of Rachel E. Stewart, Deceased to file their claims properly authenticated with the Clerk of this Court on or before the 7th day of March, 1951, by causing a copy of this Order to be published in some weekly newspaper published in Anne Arundel County, once a week, four successive weeks before the 6th day of March, 1951.

BENJAMIN MICHAELSON,
Judge.

JOHN H. HOPKINS, 3rd., Clerk.

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

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 28, 1951

We hereby certify, that the annexed Notice to Creditors Sale of Mortgaged Property "Rachel E. Stewart"

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of March, 1951. The first insertion being made the 8th day of February, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG. 3578

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IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,045 EQUITY

Filed 31 May, 1951

PETITION FOR ALLOWANCE OF CLAIM OF THE MASTER LOAN SERVICE, INCORPORATED, AND CONSENT TO DISTRIBUTION UNDER COURT JURISDICTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, THE MASTER LOAN SERVICE, INCORPORATED, a body corporate, by J. MURRAY SWEENEY, Vice-President and Agent, hereby files their claim in the amount of Two Hundred Fifty Nine Dollars and Fifty Three Cents ($259.53), to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its promissory note and account, their claim, hereby concurring in the representations of the Administrator C.T.A. that there is insufficient personalty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

THE MASTER LOAN SERVICE, INC.

By J. Murray Sweeney
Claimant.

STATE OF MARYLAND
CITY OF BALTIMORE to wit:

I hereby certify that on this 8th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the City aforesaid, personally appeared J. MURRAY SWEENEY, Vice-President and Agent, and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by

14

Rachel E. Stewart at the time of her death.

Katherine N. Geyer
Notary Public

FLAT PAYMENT

NOTE

No. 4270

$ 300 00/100

Baltimore, Maryland 17 May 19 49

For Value Received, the undersigned jointly and severally promise to pay to, and at the office of, THE MASTER LOAN SERVICE, INC., 204 N Liberty St Baltimore, Maryland, or order, the sum of Three Hundred 00/100 dollars, the actual amount of money lent and paid to the undersigned, in 17 successive monthly installments, of $ 20.90 each, which includes interest at the rate of 2½% per month on unpaid daily balances to the respective due dates, the first of which installment shall be payable on the 17 day of April 19 49, together with a 18 installment covering any unpaid balance, including interest, which installment shall be due and payable on the 17 day of Sept 19 50. From any payment made hereon, interest at the aforesaid rate on the unpaid daily balances of the amount loaned shall first be deducted and the remainder of any such payment shall be applied on the unpaid principal of this obligation, until same is paid. If an installment is not paid when due, the unpaid principal of the amount loaned shall bear interest at the rate of 2½% per month until the loan is paid in full.

The principal amount hereof may be paid at any time with interest at the above rate to the date of payment.

A default in the payment of any installment of the principal or interest shall, at the option of the holder hereof, and without notice or demand render the entire unpaid balance of the principal and accrued interest at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon, whether principal or interest, at any time or times, shall not affect the liability of any party hereto, whether maker, endorser, or surety or guarantor hereof. Sureties, guarantors, endorsers, and all other parties hereto severally waive demand and presentment for payment, notice of non-payment and protest of this note.

The payee herein named is licensed by the State of Maryland, License Number 3, to make loans of Three Hundred ($300.) Dollars or less at a rate of interest not exceeding three per cent (3%) per month.

The undersigned acknowledges receipt of a statement in English, as required by Section 16, Article 58A of the Annotated Code of Maryland, 1939; and any amendments thereto.

WITNESSES:

Albert J. Hayes — Rachel E. Stewart (SEAL)

(SEAL)

Subscribed and sworn to before me this 17 day of May 19 49

By Rachael E Stewart on her own behalf and on behalf of [illegible] and that is authorized to make this affidavit.

Albert J. Hayes Notary Public

15-648

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Baltimore, Maryland, October 3, 1949

Rachel E. Stewart, Deceased

TO: THE MASTER LOAN SERVICE, INC., Dr.

To principal amount of promissory note dated March 17, 1949		$300.00
Int. - 2½% per month on $300.00 unpaid principal 3/17/49 to 4/20/49	$8.25	
Paid on interest 4/20/49	8.25	
Paid on principal 4/20/49		12.65
		$287.35
Int. - 2½% per month on $287.35 unpaid principal 4/20/49 to 5/18/49	$6.70	
Paid on interest 5/18/49	6.70	
Paid on principal 5/18/49		14.20
		$273.15
Int. - 2½% per month on $273.15 unpaid principal 5/18/49 to 6/20/49	$7.28	
Paid on interest 6/20/49	7.28	
Paid on principal 6/20/49		13.62
		$259.53
Int. - 2½% per month on $259.53 unpaid principal 6/20/49 to date - Waived		

Original note exhibited.

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LIBER 72 PAGE 270

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

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

PETITION FOR ALLOWANCE OF CLAIM OF John M. Taylor, Son AND CONESENT TO DISTRIBUTION UNDER COURT JURISDICTION.

Filed 31 May, 1951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THe undersigned, hereby files his or their claim in the amount of Four hundred forty four dollars, to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its Four hundred forty four dollars → his or her claim, hereby concurring in the representations of the Administrator C.T.A. and there is insufficient personlty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

John M. Taylor, Son
Claimant J. M. T.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 5th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared John M. Taylor who is the Claimant, , and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Samuel M. Jones
Notary Public

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RESIDENCE: DIAL 2244

LIBER 72 PAGE 271

OFFICE: DIAL 4422

John M. Taylor & Son

Funeral Director

147-149 GLOUCESTER STREET
ANNAPOLIS, MD.

Estate of, Rachael E. Stewart

Casket	$ 325.00
Embalming	25.00
Dress	22.00
Funeral Notices	2.00
Cemetery Charges	
Grave	35.00
Removing-Resetting Headstone	15.00
Hearse	8.00
One Limousine	7.00
Flower Car	7.00
	$ 444.00

LIBER 72 PAGE 272

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
	:	FOR
PROPERTY OF RACHEL E. STEWART,	:	ANNE ARUNDEL COUNTY
WIDOW, DECEASED	:	NO. 10,045 EQUITY

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

PETITION FOR ALLOWANCE OF CLAIM OF HENRY J. TARANTINO AND CONSENT TO DISTRIBUTION UNDER COURT JURISDICTION.

Filed 31 May, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, hereby files his or their claim in the amount of Seventy-five dollars, to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its , his or her claim, hereby concurring in the representations of the Administrator C.T.A. that there is insufficient personalty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

For attorney fee in Estate of Rachel E. Stewart.

Henry J. Tarantino
Claimant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28 day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Henry J. Tarantino who is claimant ; and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Carroll K. Albaugh
Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO.

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LIBER 72 PAGE 273

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

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

PETITION FOR ALLOWANCE OF CLAIM OF

County Trust Co. of Md.
Annapolis, Maryland AND
CONESENT TO DISTRIBUTION UNDER COURT

JURISDICTION.

Filed 31 May, 1951.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THe undersigned, hereby files his or their claim in the amount of **One hundred nineteen & 80/100** dollars, to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its **claim** his or her claim, hereby concurring in the representations of the Administrator C.T.A. and there is insufficient personlty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

County Trust Co. of Maryland
Annapolis, Maryland

W. J. Thompson
Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared W. J. Thompson who is Cashier of COUNTY TRUST COMPANY OF MARYLAND 65-38 ANNAPOLIS, MD., and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Lillian L. Carter
Notary Public

My Commission expires May 7, 1951

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BRING THIS BILL WITH YOU

Annapolis, Md. May 7 19 51

M Estate of Rachel E. Stewart, Deceased

To THE COUNTY TRUST CO., Dr.
OF MARYLAND

To Interest on note of $ 10.00 from

June 6 19 49 to May 7 19 51 $ 1.15

To Part Payment on Mortgage 10.00

Total 11.15

for which a prompt remittance will be appreciated.

Very respectfully,

D. J. THOMPSON, Cashier

1 2

BRING THIS BILL WITH YOU

Annapolis, Md. May 7 19 51

M Estate of Rachel E. Stewart, Deceased

To THE COUNTY TRUST CO., Dr.
OF MARYLAND

To Interest on note of $ 100.00 from

Sept. 28 19 49 to May 7 19 51 $ 8.65

To Part Payment on Mortgage 100.00

Total 108.65

for which a prompt remittance will be appreciated.

Very respectfully,

D. J. THOMPSON, Cashier

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IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

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

PETITION FOR ALLOWANCE OF CLAIM OF

Annapolis Utilities, Inc. AND

CONESENT TO DISTRIBUTION UNDER COURT

JURISDICTION.

Filed 31 May, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THe undersigned, hereby files his or their claim in the amount of One Hundred Eighteen & 09/100 dollars, to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its Annapolis Utilities, Inc. his or her claim, hereby concurring in the representations of the Administrator C.T.A. and there is insufficient personlty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

Annapolis Utilities, Inc.

R.W. Evitt, Treas.

Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared R.W. Evitt who is Treasurer, and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Naomi S. Smith

Notary Public

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STATEMENT

Annapolis Utilities INCORPORATED

89 WEST STREET
ANNAPOLIS, MARYLAND
PHONE 9244

LIBER 72 PAGE 276

FRIGIDAIRE
SALES & SERVICE
ELECTRICAL APPLIANCES

ESSO OIL BURNER
SALES & SERVICE
FUEL OIL, COAL

Estate of
Mrs. Rachel E. Stewart
424 Sixth St.
Eastport, Annapolis, Md.

AMOUNT PAID

DETACH THIS PORTION AND RETURN WITH REMITTANCE

$_____

OLD BALANCE	DATE	DESCRIPTION		CHARGES	CREDITS	BALANCE
		CODE SEE BELOW	TONS GALLONS SERV. NO.	BALANCE FORWARD		
	3/31/45	9	1	15.14		15.14
	4/7/45	9	1	14.89		30.03
	4/26/45	csh			14.89	15.14
	6/6/45	9	5	74.45		89.59
	7/24/45	csh			25.00	64.59
	12/19/45	csh			25.00	39.59
	12/31/45	9	2	32.08		71.67
	2/2/46	9	½	8.37		80.04
	3/12/46	9	1	16.14		96.18
	11/11/46	csh			17.67	78.51
	11/11/46	9	1	17.67		96.18
	12/3/46	csh			17.17	79.01
	12/4/46	9	1	17.67		96.68
	12/30/46	9	1	17.67		114.35
	12/30/46	csh			17.67	96.68
	1/3/47	discount			.50	96.18
	1/16/47	9	1	18.00		114.18
	1/17/47	csh			18.00	96.18
	2/7/47	csh			18.00	78.18
	2/8/47	9	1	18.00		96.18
	3/4/47	csh			18.00	78.18
	3/4/47	9	1	18.00		96.18
	4/3/47	csh			18.00	78.18
	4/1/47	9	1	18.00		96.18
	8/27/47	csh			37.44	58.74
	9/4/47	9	2	38.44		97.18
	9/23/47	discount			1.00	96.18

PAY LAST AMOUNT IN THIS COLUMN

1 HOUSEHOLD APPLIANCES
2 COMMERCIAL APPLIANCES
3 TRAFFIC APPLIANCES
4 INSTALLATIONS
5 SERVICE

Annapolis Utilities INCORPORATED

6 _____
7 SERVICE PLAN
8 FUEL OIL
9 COAL
10 HAULING

24

STATEMENT

Annapolis Utilities INCORPORATED

89 WEST STREET
ANNAPOLIS, MARYLAND
PHONE 9244

LIBER 72 PAGE 277

FRIGIDAIRE
SALES & SERVICE
ELECTRICAL APPLIANCES

ESSO OIL BURNER
SALES & SERVICE
FUEL OIL, COAL

Mrs. Rachel E. Stewart a/c
page #2

AMOUNT PAID

DETACH THIS PORTION AND RETURN WITH REMITTANCE

$_____

OLD BALANCE	DATE	DESCRIPTION		CHARGES	CREDITS	BALANCE
		CODE SEE BELOW	TONS GALLONS SERV. NO.	BALANCE FORWARD ☛		96.18
	12/9/47	csh			18.72	77.46
	12/9/47	discount			.50	76.96
	12/10/47	9	1	19.22		96.18
	1/5/48	csh			19.46	76.72
	1/5/48	9	1	19.46		96.18
	2/3/48	csh			10.05	86.13
	2/3/48	9	½	10.05		96.18
	2/10/48	9	1	19.48		115.66
	2/25/48	csh			19.48	96.18
	3/2/48	csh			10.05	86.13
	3/5/48	9	½	10.05		96.18
	3/11/48	9 & csh	½	9.79	9.79	96.18
	3/23/48	9 & csh	½	9.79	9.79	96.18
	4/16/48	csh			10.05	86.13
	4/19/48	9	½	10.05		96.18
	11/16/48	9	½	10.96		107.14
	11/17/48	csh			10.96	96.18
	11/27/48	9	1	20.90		117.08
	11/27/48	csh			20.90	96.18
	12/17/48	9	1	21.41		117.59
	1/4/49	9	1	20.90		138.49
	1/4/49	csh			20.90	117.59
	1/4/49				21.41	96.18
	1/19/49	9	1	21.40		117.58
	2/7/49	9	½	10.71		128.59
	2/7/49	csh			10.71	117.58
	2/14/49	9	1	21.41		138.99

PAY LAST AMOUNT IN THIS COLUMN

1 HOUSEHOLD APPLIANCES
2 COMMERCIAL APPLIANCES
3 TRAFFIC APPLIANCES
4 INSTALLATIONS
5 SERVICE

Annapolis Utilities INCORPORATED

6 _____
7 SERVICE PLAN
8 FUEL OIL
9 COAL
10 HAULING

25

STATEMENT

Annapolis Utilities INCORPORATED

89 WEST STREET
ANNAPOLIS, MARYLAND
PHONE 9244

LIBER 72 PAGE 278

FRIGIDAIRE
SALES & SERVICE
ELECTRICAL APPLIANCES

ESSO OIL BURNER
SALES & SERVICE
FUEL OIL, COAL

Mrs. Rachel Stewart a/c
page #3

AMOUNT PAID

DETACH THIS PORTION AND RETURN WITH REMITTANCE

$_____

OLD BALANCE	DATE	DESCRIPTION		CHARGES	CREDITS	BALANCE
		CODE SEE BELOW	TONS GALLONS SERV. NO.	BALANCE FORWARD ☛		138.99
	2/21/49	csh			20.90	118.09
	3/1/49	9	1	20.90		138.99
	3/1/49	csh			20.90	118.09
	3/17/49	9	½	10.71		128.80
	3/17/49	csh			10.71	118.09
	4/11/49	9	½	10.71		128.80
	4/11/49	csh			10.71	118.09

PAY LAST AMOUNT IN THIS COLUMN $

1 HOUSEHOLD APPLIANCES
2 COMMERCIAL APPLIANCES
3 TRAFFIC APPLIANCES
4 INSTALLATIONS
5 SERVICE

Annapolis Utilities INCORPORATED

6 _____
7 SERVICE PLAN
8 FUEL OIL
9 COAL
10 HAULING

9.6

IN THE MATTER OF THE	:	IN THE
ESTATE OF THE DECEASED	:	ORPHANS' COURT
RACHEL D. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

PETITION FOR ALLOWANCE OF CLAIM OF
Annapolis Banking & Trust Co., AND
ORDER TO DISTRIBUTE WITH CERTAIN
JURISDICTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, hereby files his or their claim in the amount of $769.41 dollars, to be allowed according to his priority in these proceedings, and attaches hereto a statement, voucher and authentication of his his or her claim, hereby concurring in the representations of the Administrator C.T.A. and there is specifically in the personal estate of Rachel D. Stewart, deceased, to pay the debts of Rachel D. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

THE ANNAPOLIS BANKING & TRUST COMPANY

H. D. LeTourneau
Claimant

H. D. LeTourneau - Treasurer

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of May, 1931, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared H. D. LeTourneau who is Treas. The Annapolis Banking & Trust Company, and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel D. Stewart at the time of her death.

Dorothea E. Howes
Notary Public

Dorothea E. Howes

DOROTHEA E. HOWES NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Filed 31 May, 1931.

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The Annapolis Banking & Trust Company

Annapolis, Md.

H. DASHIELL LETOURNEAU
TREASURER

May 4, 1951.

To The Honorable
The Judges of the Circuit Court of
Anne Arundel County, Maryland

Re: Rachel E. Stewart, Deceased

Following is an itemized account of the amount due to The Annapolis Banking and Trust Co. by Rachel E. Stewart, deceased:

1. Note in the principal amount of $321.00, interest due for the period July 1, 1949 to May 4, 1951 in the amount of $35.74
   TOTAL $356.74

2. Note in the principal amount of $300.00, interest due for the period August 30, 1949 to May 4, 1951 in the amount of $30.30
   TOTAL $330.30

3. Note in the principal amount of $75.00, interest due for the period September 16, 1949 to May 4, 1951 in the amount of $7.37
   TOTAL $82.37

Total amount for payment in full of the above three notes - $769.41

Very truly yours,

H. D. LeTourneau
Treasurer

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HDL:dh

IN THE MATTER OF THE	:	IN THE
CAUSE OF THE DECEASED	:	ORPHANS COURT
	:	FOR
ESTATE OF RACHEL E. STEWART,	:	
DEAD, MARYLAND	:	ANNE ARUNDEL COUNTY
	:	NO. 10045 EQUITY

PETITION FOR ALLOWANCE OF CLAIM OF Hoff's Garage

AND ORDER TO DETERMINE IF U.S. COURT JURISDICTION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The undersigned, hereb filed his or their claim in the amount of Ten ($10)- - - - dollars, to be allowed according to Ad's priority in those proceedings, and attaches hereto a statement, voucher and authentication of its , his or her claim, hereby concurring in the representations of the Administrator C.T.A. that there is insufficient personality in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

Louis M. Hoff
Claimant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of May , 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Louis M. Hoff, partner, who is a copartner of Hoff's Garage, , and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Mary M. Hoff
Notary Public.

Filed 14 June, 1951.

LIBER 72 PAGE 282

HOFF'S GARAGE

ONE NINETEEN CATHEDRAL STREET
ANNAPOLIS, MD.

Mrs. Rachel E. Stewart
Eastport, Maryland.

Sept. 1949 balance	$10.00

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LIBER 72 PAGE 283

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
	:	FOR
PROPERTY OF RACHEL E. STEWART,	:	ANNE ARUNDEL COUNTY
WIDOW, DECEASED	:	NO. 10,095 EQUITY

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

PETITION FOR ALLOWANCE OF CLAIM OF Fred E. Voges

AND CONSENT TO DISTRIBUTION UNDER COURT JURISDICTION.

Fred June 15 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned, hereby files his or their claim in the amount of Six and 08/100 dollars, to be allowed according to it's priority in these proceedings, and attaches hereto a statement, voucher and authentication of its Fred E. Voges, his or her claim, hereby concurring in the representations of the Administrator C.T.A. that there is insufficient personalty in the personal estate of Rachel E. Stewart, deceased, to pay the debts of Rachel E. Stewart, deceased; prays that this claim be allowed by the Auditor according to its legal priority.

Fred E. Voges

FRED E. VOGES Claimant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Fred E. Voges who is Claimant, and made oath in due form of law that the attached claim is just, true and unpaid and due and owing by Rachel E. Stewart at the time of her death.

Margaret B. Parks

Margaret B. Parks Notary Public.

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LIBER 72 PAGE 284

FRED E. VOGES
REALTOR
SALES--REAL ESTATE--RENTALS
INSURANCE
221 MAIN ST., HOTEL MARYLAND BUILDING
TELEPHONE 4477

ANNAPOLIS, MD., May 4 1951

M Estate of Rachel E. Stewart

DATE	ITEM	AMOUNT
6/12/50-53	Federal Policy No. 1486676 - Fire coverage 424 Sixth St., Eastport, Maryland $3000.00 cancelled short rate - return premium	$18.75 12.67
	- earned premium	$ 6.08

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IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	No. 10,045 EQUITY

Petition to Distribute Surplus Funds

The petition of Stewart Boteler, Administrator C.T.A. of the estate of Rachel E. Stewart, and Louis M. Strauss, Attorney, named in the mortgage and these proceedings respectfully represents:

1. That your Petitioner, Louis M. Strauss, Attorney named in the mortgage, has made sale of the reality mentioned in these proceedings and has received the proceeds from said sale, and is desirous of making distribution of the surplus that will be in his hands, after the payment of the mortgage debt costs and expenses.

2. That your Petitioner, William Stewart Boteler, Administrator C.T.A. of the estate of Rachel E. Stewart, has qualified as personal representative of Rachel E. Stewart, the deceased Mortgagor, in these proceedings and after ascertaining all the assets, finds that there is not sufficient personality in his hands as Administrator C.T.A. to pay the debts of the deceased Rachel E. Stewart; and that the Legatees have claims against the mutation of the reality of the deceased by reason of this foreclosure suit.

3. That your Petitioner, Louis M. Strauss, Attorney named in the mortgage, has given notice to Creditors, under order of this Court, which said time has elapsed, as provided for in said notice, and that the following are Legatees under the Last Will and Testament of the late Rachel E. Stewart, and Claimants:

One, Charlestta Asyna Boteler, an adult; two, Harry Dove Boteler, an infant; three, William Stewart Boteler, an adult; as shown by a copy of the Last Will and Testament of Rachel E. Stewart. (Duly filed and probated in the Orphan's Court for Anne Arundel County and filed therewith as Petitioner's Exhibit No. One.)

Filed June 15" 1951

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4. That all known creditors have filed their authenticated claims in this estate, or consenting to the distribution herein according to law and their legal priority.

WHEREFORE your Petitioners pray that this Court authorize and direct the Auditor in stating the account in these proceedings to allow recognition of the claims according to their priority and according to law and rules of this Court.

Henry J. Tarantino
attorney for Petitioner Stewart Bote/or administrator C.T.A.

Lewis M. Strauss
Petitioner
and Atty named in wtge

LIBER 72 PAGE 287 Petitioners Exhibit No. I

LAST WILL AND TESTAMENT OF RACHEL ESTELLE STEWART

IN THE NAME OF GOD, AMEN:

I, Rachel Estelle Stewart of 424 Sixth Street Eastport, Anne Arundel County, Maryland being of sound and disposing mind, memory and understanding, and capable of executing a valid deed or contract, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please the Almighty to call me hence, do hereby make, publish and declare this my last Will and Testament, hereby revoking and annulling all wills and testamentary dispositions heretofore made by me, in nammer and form following, that is to say:

Filed 15th June, 1951.
Re-filed 21 Jan., 1952.

First, and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of my execut.__ hereinafternamed; and my will is, that all my just debts and funeral expenses shall be paid by my execut__ hereinafter named as soon after my decease as shall be convenient:

Second: I give, devise and bequeath to my daughter Charlestta Asyne Boteler, and my great Grandson Harry Dove Boteler my house and furnishings at 424 Sixth Street, Eastport, Maryland, to be held by my daughter until her death whereupon said house and furnishings are to go to my Great Grandson Harry Dove Boteler. Such rent as shall be collected from the said property first shall be applied to any indebtedness on said property in the amount of thirty-five dollars which shall paid to the Capital City Building and Loan Association until the indebtedness shall be satisfied. All moneys over this amount shall go to my daughter Charlesetta. Upon the death of my daughter Charlesetta the house and furnishings shall go to my Great Grandson Harry Dove Boteler. In the event my Great Grandson Harry Dove Boteler shall die before my daughter, my Daughter Charlesetta shall be sole heir.

To my Grandson William Stewart Boteler I leave, give and devise and bequeath the lot at 426 Sixth Street Eastport Md. 50 feet on Sixth and 165 feet on Chesapeake Ave. with a 20 foot back alley.

To my daughter Charlesetta I give, devise and bequeath my china cabinet and contents along with my piano.

Exh. #1 Examiner's Ex. A. 34

To my Great Grandson, Harry Dove Boteler, I give, devise and bequeath my car, which is to be sold and the money therefrom deposited in a bank for his education. My jewelry and silver is to go to Harry Dove Boteler.

Lastly, I do hereby nominate, constitute and appoint _____ executo___ of this, my last Will and Testament.

In testimony whereof, I have set my hand and seal to this my last Will and Testament at Eastport, Md. this - day of _____ in the year of our Lord one thousand nine hundred and ____

Rachel E. Stewart (SEAL)

WITNESS Mrs. John Ramer Joseph Griscom Sr. Administrator

WITNESS: Stewart W. Boteler Joseph H. Griscom Sr.

Filed 15 June, 19

LIBER 72 PAGE 289 ORDER OF COURT

On the aforegoing petition, it is hereby ordered this 15th day of January 1951, by the Circuit Court for Anne Arundel County in Equity, that the Auditor allow all duly authenticated claims, filed in these proceedings according to law and the rules of this Court.

Benjamin Michaelson
Judge

LIBER 72 PAGE 290

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	No. 10,045 EQUITY

PETITION FOR ALLOWANCE OF FEE FOR EXTRAORDINARY SERVICES AND COURT ORDER, THEREON.

Filed 18 June, 1951

TO THE HONORABLE, JUDGE OF SAID COURT:

Petition of Louis M. Strauss, Attorney, named in the mortgage in these proceedings, respectfully represents.

1. That in addition to the usual duties in connection with a mortgage foreclosure, your Petitioner found it necessary to distribute the surplus of the proceedings from the sale in the proceedings in connection with the Estate of the deceased mortgagor.

2. That to complete the aforesaid distribution, it became necessary to give notice to Creditors, and to make all Creditors parties to these proceedings, by consent and otherwise, to file exhibits, petitions, Court Orders, accounts, and obtain releases not necessary in ordinary foreclosure proceedings.

Whereas, your Petitioner prays this Honorable Court, that he be allowed a fee for extraordinary services, earned in these proceedings.

Louis M. Strauss
Petitioner.

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CERTIFICATE OF COUNSEL

We, the undersigned members of the Bar of Anne Arundel County, respectfully suggest that in our opinion the extraordinary services rendered by the Attorney named in the mortgage would justify the allowance of $75. as a reasonable fee for such services.

Winson Dratt Jr.
Edward G. Lavery
James C. Morton Jr.

Filed 18 June, 1951

ORDER OF COURT

Upon the aforegoing Petition of the Attorney named in the Mortgage Louis M Strauss, it is hereby Ordered, by the Circuit Court for Anne Arundel County, In Equity, this 18th day of June, 1951, that Louis M Strauss Petitioner in these proceedings be allowed $ 75.00 for extraordinary services in these proceedings and that the auditor allow such allowance and fee subject to the usual exceptions.

Benjamin Nicholson
Judge

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
vs
Rachel E. Stewart, Widow,
deceased

In the
Circuit Court
For
Anne Arundel County
No. 10,045 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.

The Auditor further reports to the Court that she has not apportioned the net proceeds of sale to the parties entitled thereto under the Last Will and Testament of Rachel E. Stewart, deceased mortgagee, namely

(1) To Charlesetta A. Stewart, life tenant, with remainder to Harry Dove Boteler, great-grandson, the proceeds of the property designated as #424 Sixth Street, Eastport; and

(2) To William Stewart Boteler, grandson, the proceeds of the lot of ground designated as #426 Sixth Street, Eastport,

for the reason that these properties were sold as a whole for $9,700.00, and there is nothing in the record upon which to base an apportionment.

Filed 2 Aug 1951

June 25, 1951

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

37

In the Case of

Dr. In the Matter of the Sale of the Mortgaged Property of Rachel E. Stewart, widow, deceased. in ac.

To Attorney for Fee named in Mortgage, viz:	25 00		
To Attorney for Commissions, viz:	204 50		229 50
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	18 75		
Clerk of Court - additional costs	26 25		
Auditor - stating this account	45 00		100 00
To Attorney for Expenses, viz:			
Capital-Gazette Press -advertising sale	40 63		
Capital-Gazette Press - order nisi (sale	8 00		
Capital-Gazette Press - notice to creditors	16 24		
Capital-Gazette Press - order nisi (acct	6 00		
Globe Indemnity Co. - bond premium	20 00		
Robert H. Campbell - auctioneer's fee	40 00		
One-half Federal revenue stamps	5 50		
One-half State revenue stamps	5 50		
Louis M. Strauss - fee for special legal services (Order of 6/18/51)	75 00		
Alice L. Wood - notary fees	1 00		217 87
To Attorney for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission-			
1949 water and sewer assessment	4 47		
1950 water and sewer assessment (adj.)	19 00		
Metered water 12/1/50	22 20		45 67
To Attorney for Mortgage Claim, viz:			
Capital City Building & Loan Ass'n, mortgagee - in full for mortgage claim:			
Amount of claim filed $3,611.91			
Interest on $3,314.43 from 9/30/50 to 11/3/50 18.78			
	3,630 69		3,630 69

To Attorney for Claims filed in pursuance of Order of Court dated 6/15/51, viz:			
John M. Taylor & Son - funeral expenses		444 00	
Annapolis Utilities, Inc. - open account		118 09	
The Master Loan Service, Inc. - promissory note and interest		259 53	
Henry J. Tarantino - claim for legal services rendered		75 00	
Hoff's Garage - open account		10 00	
Fred E. Voges - earned insurance premium		6 08	
Sears Roebuck & Co. - open account		23 55	
County Trust Co. of Maryland - promissory note	$100.00		
Interest to 6/28/51	10.50	110 50	
County Trust Co. of Maryland - promissory note	$ 10.00		
Interest to 7/5/51	1.25	11 25	
Annapolis Banking & Trust Co. - promissory note	$321.00		
Interest 6/20/51	38.08	359 08	
Annapolis Banking & Trust Co. - promissory note	$300.00		
Interest to 6/20/51	32.65	332 65	
Annapolis Banking & Trust Co. - promissory note	$ 75.00		
Interest to 6/20/51	7.97	82 97	1,832 70
BALANCE IN HANDS OF ATTORNEY for distribution under the Last Will and Testament of Rachel E. Stewart, mortgagor	$ 3,771.88		
LESS direct inheritance tax	37.72		
	$ 3,734 16		
To R. Glenn Prout, Register of Wills - direct inheritance tax of 1% on clear value for distribution, as above		37 72	37 72
To Charlesetta Asyne Boteler, daughter, life tenant, with remainder to Harry Dove Boteler, great-grandson, and to William Stewart Boteler, grandson, legatees of Rachel E. Stewart, deceased mortgagee, of the real estate sold in these proceedings - this balance to be apportioned by further order of Court		3,734 16	3,734 16
			9,828 31

with Louis M. Strauss, Attorney named in Mortgage Cr.

1950 Nov.	3	Proceeds of Sale	9,700 00	
		Interest on deferred payment to 1/19/51	116 53	9,816 53
		Refund 1950 State and County taxes ($74.30 -adjusted to 11/3/50)	11 78	11 78
				9,828 31

LIBER 72 PAGE 296

ORDER NISI

In the Matter of the Sale of the Mortgaged Property of ~~XXXXXX~~ Rachel E. Stewart, Widow, deceased

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,045 Equity.

ORDERED, This 2 day of July, 1951., That the Report and Account of the Auditor, filed this day in the above entitled cause, 38

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

John H. Hopkins, 3rd., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of August, 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 collected

Benjamin Michaelson, Judge. 40

Filed 8 Aug. 1951. Filed 2 July 1951

Filed 8 Aug., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,045 Equity

In The Matter Of The Sale Of The Mortgaged Property Of RACHEL E. STEWART, Widow, deceased.

Ordered, this 2nd 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 4th 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 4th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-17

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 8, 1951

We hereby certify, that the annexed Order Nisi - Auditor's Account Equity - 10,045 Rachel E. Stewart

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of August, 1951. The first insertion being made the 2nd day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. E. C. 3441

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

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

A PETITION TO CONSTRUE WILL AND FOR FURTHER ADMINISTRATION UNDER JURISDICTION OF THIS COURT

The Petition of William Stewart Boteler, Administrator C.T.A. of the Estate of Rachel E. Stewart, by Henry J. Tarantino, his Attorney, and Louis M. Strauss, Attorney named in the mortgage in these proceedings, respectfully represents:

1. That your Petitioner, Louis M. Strauss, Attorney named in the mortgage, has in his possession the net sum of Three Thousand Seven Hundred and Thirty-Four Dollars and Sixteen Cents ($3,734.16) for distribution as shown by the Auditor's report, filed in these proceedings and directed to be distributed to Charlesetta Asyne Boteler, daughter, life tenant, with remainder to Harry Dove Boteler, great-grandson, and to William Stewart Boteler, grandson, legatees of Rachel E. Stewart, deceased mortgagee, of the real estate sold in these proceedings, this balance to be apportioned by further order of Court.

2. That under the provisions of the Last Will and Testament of Rachel E. Stewart, filed in these proceedings as Petitioner's Exhibit No. 1, with a petition filed by your Petitioners on June 15, 1951, the late Rachel E. Stewart provided for certain devises and bequest as set forth in Item No. 2 of said Will.

3. That the provisions and clauses of said Will attempted to apportion the real estate which was sold in these mortgage proceedings to Charlesetta Asyne Boteler, an adult, to William Stewart Boteler, an adult, and to Harry Dove Boteler, an infant, and because this real estate has by reason of the foreclosure sale in these proceedings resulted in a mutation thereof, and finally resulted in the net proceeds as above set forth remaining in the hands of your Petitioner, Louis M. Strauss, Attorney named in the mortgage, for distribution, and because the intention and desire of the Testatrix is not susceptible of being carried out and because of the mutation of the realty as aforesaid, and because one of the distributees and legatees is an infant, your Petitioners are

Filed 1 Oct. 1951

41

unable to carry out their duties and make distribution without the interpretation and direction of this Honorable Court.

To The End, Therefore:

1. That this Court may take jurisdiction of the premises and advise and direct your Petitioners of the further Administration of their trust and duties.

2. That your Petitioners may have such other and further relief as their case may require.

3. That a Guardian ad litem may be appointed to appear for and in behalf of the said infant, Harry Dove Boteler.

May it please your Honor to grant unto your Petitioners the Writ of Subpoena, directed to the said Charlesetta Asyna Boteler and William Stewart Boteler, adults, Harry Dove Boteler, an infant, all residing in Anne Arundel County, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Henry J. Tarantina

Louis M. Strauss

Louis M. Strauss
Petitioners

LIBER 72 PAGE 299

		IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
SALE OF THE MORTGAGED	*	FOR
PROPERTY OF RACHEL E. STEWART,	*	ANNE ARUNDEL COUNTY
DECEASED.	*	No. 10,045 Equity

* * * * * * * * *

ANSWER OF WILLIAM STEWART BOTELER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of William Stewart Boteler, to the Petition to Construe Will filed in these proceedings respectfully says:

1. That he admits the allegations contained in paragraphs 1, 2 and 3, of said Petition to Construe Will and submits his righte and interest in this matter to the jurisdiction and rules of this Court.

William Stewart Boteler

Filed 17 Oct., 1951

ANSWER OF CHARLESETTA ASQUE BOTELER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charlesetta Asque Boteler, to the Petition to Construe Will filed in these proceedings respectfully says:

1. That she admits the allegations contained in in paragraphs 1,2, and 3, of said Petition to Construe Will and submits her rights and interest in this matter to the jurisdiction and rules of this Court.

Charlesetta Asque Boteler

Filed 17 Oct., 1951

IN THE MATTER OF THE	*	IN THE
SALE OF THE MORTGAGED	*	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	*	FOR
WIDOW, DECEASED.	*	ANNE ARUNDEL COUNTY
	*	NO. 10,045 EQUITY

* * * * * * * * * * *

PETITION TO APPOINT GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William Stewart Boteler, Administrator C.T.A. of the Estate of Rachel E. Stewart, by Henry J. Tarantino, his Attorney, respectfully shows unto you Honor:

1. That the said infant, Harry Dowl Boteler, named in theee proceedings has been duly summoned to appear and answer in this Court; and being a minor he can neither affirm nor deny the allegations of the Petition to Construe Will; nor can he file an answer thereto except by Guardian ad Litem.

Wherefore, your petitioner prays that a Guardian ad Litem be appointed to appear and answer for the said infant, namely Harry Dowl Boteler.

And ae in duty bound, etc.

Henry J. Tarantino
Henry J. Tarantino, Solicitor for Petitioner

William Stewart Boteler
William Stewart Boteler

Filed 17 Oct 1951

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IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,045 EQUITY

* * * * * * * * *

ORDER OF COURT TO APPOINT GUARDIAN AD LITEM

Filed 17 Oct. 1951.

UPON the foregoing Petition it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 17th day of October, 1951, that Winson G. Gott, Jr. be and he is hereby appointed Guardian ad Litem for Harry Dowl Boteler, infant named in the above proceedings.

Benjamin Michaelson
Judge

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Harry Dove Boteler, infant named in the above proceedings, by Winson G. Gott, Jr. , Guardian ad Litem, respectfully shows:

1. That he is a minor, and is therefore unable to admit or deny the allegations of the Petition to Construe Will in this Court exhibited against him, and he therefore submits his rights to the protection of the Court.

And, as in duty bound, etc.

Winson G. Gott
Guardian at Litem

Filed 18 Oct. 1951.

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	:	FOR
WIDOW, DECEASED	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

: :

PETITION TO APPOINT APPRAISERS AND ORDER THEREON.

The petition of Henry J. Tarantino, Attorney for Stewart Boteler, Administrator C.T.A. of the estate of Rachel E. Stewart, and Louis M. Strauss, Attorney, named in the mortgage in these proceedings respectfully represents:

1. That your Petitioners filed a Petition in this Honorable Court asking that the Last Will of the late Rachel E. Stewart be construed and further asking this Court to assume jurisdiction over the surplus in the hands of Louis M. Strauss, Attorney named in the mortgage.

2. That all the parties concerned and interested in the distribution of the aforesaid surplus have been summoned and a Guardian ad litem has been duly appointed to answer for the said infant in these proceedings and has duly filed an answer submitting to the jurisdiction of this Court as has all parties of interest herein.

3. That it now becomes necessary to take testimony to properly construe the Last Will and Testament of Rachel E. Stewart and to take testimony as to the value of the real estate that was changed into personalty by reason of the mutation of realty as the result of these foreclosure proceedings, in order to apportion the aforesaid surplus fund in the hands of Louis M. Strauss, Attorney named in the mortgage in proper amounts to the legatees of the estate of Rachel E. Stewart or her heirs at law.

4. That your Petitioners believe it would be helpful to the Court to appoint two real estate appraisers to appraise the two lots of ground mentioned in the said Last Will and Testament to aide and assist the Court in directing a proper distribution herein.

And as in duty bound.

Henry J. Tarantino
ATTY FOR ADMR. C.T.A.

Louis M. Strauss

Filed 1 Nov. 1951

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Filed 1 Nov., 1951.

ORDER OF COURT

On the aforegoing Petition it is this 1st day of November, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that T. Carroll Worthington and Clarence A. Remaley be appointed as Appraisers to appraise separately the parcels of realty mentioned in the Last Will and Testament of Rachel E. Stewart, and to make a return to this Court by a duly certified appraisal and give testimony as to their findings.

Benjamin Richardson
Judge

LIBER 72 PAGE 304 Equity No. 10,045

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT FOR
PROPERTY OF RACHEL STEWART	:	ANNE ARUNDEL COUNTY

: : : ::: : : :

APPRAISERS REPORT AND RETURN

To the Honorable The Judges of Said Court:

The report of Clarence A Remaley, and T Carroll Worthington, appointed appraisers in these proceedings make a return of their appraisal of realty and improvements posessed by the late Rachel E Stewart at the time of her death:

1. One unimproved lot located at the Corner of Chesapeake Avenue and Sixth Street (50 ft on Sixth Street and 160 feet Chesapeake Ave facing 26foot alley at rear thereof $1750.00

2. One lot of improved ground known and designated as 425 Sixth Street , Eastport Annapolis, Maryland inproved Rachel Stewart Home 50 ft by 160 ft adjoining parcel one above appraised.
.....$ 7750.00

Filed 1st Dec., 1951.

Respectfully submitted,

Clarece A Remaley, Appraisers

T Carroll Worthington Appraisor.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Clarence A. Remaley and T. Carroll Worthington, appraiser aforesaid, and made oath that they are licensed and bonafide real estate agents and made a persoaal inspection of the premises heretofore appraised, and that the aforegoing appraisal is true to the best of their knowledge and belief.

Mildred F. Bean

Mildred F. Bean - Notary Public

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	:	IN
	:	THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,045 Equity
	:	

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

TESTIMONY ON BEHALF OF PETITIONERS

January 16, 1952

Present:

Mr. Henry J. Tarantino,)
) Solicitors for Petitioners.
Mr. Louis M. Strauss,)

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

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

William Stewart Boteler, pages 2, 3.

Charlesetta Asque Boteler, pages 3, 4, 5.

Filed 21 Jan., 1952.

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William Stewart Boteler, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Tarantino)

1. State your name and residence.

A. William Stewart Boteler, 1004 Jackson Street, Eastport, Maryland.

2. Was Rachel E. Stewart any kin to you?

A. Grandmother.

3. Is she still living?

A. No, she is deceased.

4. Did she leave a Last Will and Testament?

A. She did.

5. Were you named as a legatee in her Will?

A. I was.

6. Who is Harry Dove Boteler as named in this Will?

A. My son.

7. Is that his correct name?

A. His name is Harry Dowl Boteler.

8. It is one and the same person, is that true?

A. Yes.

9. I show you copy of the Last Will and Testament of Rachel E. Stewart, filed in these proceedings as Exhibit # 1 and ask you to identify it?

A. That is a copy of her Last Will and Testament.

COPY OF LAST WILL AND TESTAMENT MARKED EXAMINER'S EXHIBIT A)

10. The property devised in this Will is 424 Sixth Street, Eastport, Maryland; is that the correct address?

A. Yes.

11. Has it always been known as 424 Sixth Street?

A. No it was 194 Sixth Street before they changed the numbers.

12. Is the lot mentioned in this Will adjacent to the home that was mentioned?

A. Yes.

13. Where is the lot?

A. On the corner of Chesapeake Avenue and Sixth Street.

(Mr. Strauss)

1. You are the William Stewart Boteler who is mentioned in this Will?

A. Yes.

2. You know that the property has been sold at foreclosure and you are satisfied with the order to apportion the proceeds of the sale to you in proportion to the value put on this lot as against the house and lot next door?

A. Yes.

(Mr. Klawans)

To the General Question under the Rule, the witness says, "That's all".

William Stewart Boteler
William Stewart Boteler

****

Charlesetta A. Boteler, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. State your name.

A. Charlesetta Asque Boteler.

2. Did you know Rachel E. Stewart?

A. She was my mother.

3. I hand you Examiner's Exhibit A which purports to be a copy of the Last Will and Testament of Rachel E. Stewart and ask you to state whether or not you are familiar with that Will?

A. I am.

4. Mentioned in this Will are three persons, Charlesetta A. Boteler, that is you, is that correct?

A. Yes.

5. Also mentioned in this Will is a great grandson, Harry Dove Boteler?

A. That is my grandson. He is Harry Dowl Boteler.

6. Also mentioned in this Will is William Stewart Boteler?

A. That is my son.

7. Are you familiar with the house and lot which is mentioned in this Will?

A. I am.

8. It is known as what number?

A. 424 Sixth Street.

9. There is also mentioned a corner lot which was devised to William Stewart Boteler, which is mentioned as 426 Sixth Street in here and that is the corner lot?

A. Yes.

10. Is Harry Dowl Boteler an infant?

A. He is.

11. Do you know his age?

A. He will be 13 in February.

12. Whom does he live with?

A. His father and mother.

13. What is the mother's name?

A. Theresa Boteler.

14. What is William Stewart Boteler's age?

A. He is 38.

15. What is your age?

A. I am 57.

16. You were devised by the second item of this Will the house and furniture to be held during your lifetime and at your death to go to your grandson?

A. That's right.

17. Do you have the furniture?

A. It was sold with the home. I took some things out that were mine sometime ago, but the rest was sold.

18. You know that the home and lot was sold?

A. Yes.

19. There is now in possession under order of this Court the sum of $3734.16 to be apportioned by further order of this Court, you understand that?

A. Yes.

20. Are you willing and do you request the Court to apportion the proceeds held under order of this Court in the sum of $3734.16 to the legatees as provided in your mother's Will?

A. That's right.

21. Is there any doubt in your mind as to what she meant by the house and lot and the vacant lot?

A. None at all.

22. The house and lot she owned first and the corner lot she bought sometime later?

A. That's right.

23. Are you satisfied that the will expresses the intention of your mother?

A. Yes, just as it is.

(Mr. Klawans)

To the General Question under the Rule, the witness answers "No".

Charlesetta A. Boteler.

Charlesetta A. Boteler

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

Witness my hand and seal this 21st day of January, 1952.

Emanuel J. Lawson (SEAL)
Examiner

E.K. $10.00
K.H.McC. $5.00

IN THE MATTER OF THE	*	IN THE
SALE OF THE MORTGAGED	*	CIRCUIT COURT
PROPERTY OF RACHEL E. STEWART,	*	FOR
DECEASED.	*	ANNE ARUNDEL COUNTY
	*	No. 10,045 Equity

* * * * * * * *

PETITION AND ORDER OF COURT FOR COUNSEL FEE

The Petition of Henry J. Tarantino, Attorney for William Stewart Boteler, in the above style case respectfully represents:

1. That, as Attorney for William Stewart Boteler, he alleges that certain duties as Attorney were performed by him, to wit:-

a. Preparation of Petitions filed in this Case.

b. Preparation of Answers for all legatees mentioned in these proceedings.

c. Representation at hearing in the transcribing of Testimony before an Examiner of this Court.

d. Assistance rendered in preparation of final decree for distribution of monies named in these proceedings.

2. That, the undersigned members of the Anne Arundel County Bar have examined the proceedings in this case and believe that a counsel fee of Two Hundred Fifty ($250.00) Dollars, payable to Henry J. Tarantino, Attorney, for legal services rendered therein, is fair and reasonable.

3. Wherefore, your Petitioner prays this Honorable Court to pass an order herein to compensate Henry J. Tarantino, Attorney, for legal services rendered.

And as in duty bound, etc.

Carroll H. Albaugh

Winsor Rost

Henry J. Tarantino
Petitioner

Filed 5 Feb, 1952.

50

Filed 5 Feb., 1952.

ORDER OF COURT

UPON the foregoing Petition and exhibits, it is this 5th day of February, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED, that Henry J. Tarantino, be allowed the sum of $200.00, as counsel fees, in these proceedings, and that said amount be charged in the final and supplemental report of the auditors' account.

Benjamin Michaelson
Judge

IN THE MATTER OF THE SALE OF THE MORTGAGED PROPERTY OF RACHEL E. STEWART, WIDOW, DECEASED	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 10,045 EQUITY

: : : : :

D E C R E E

This cause standing ready for hearing, and being submitted on the pleadings, testimony of witnesses, and all proceedings read and considered, and the Court having made certain findings of facts, viz:

1. That the true intent and meaning of Rachel Estelle Stewart, as set forth in her Last Will and Testament, was as follows:

A. That her home and lot appurtenant thereto known and designated as 424 Sixth Street, Eastport, Maryland, and also described as 425 Sixth Street, in these proceedings, and appraised in these proceedings for Seven Thousand Seven Hundred and Fifty ($7,750.00) Dollars, should pass on her death to her daughter, Charlesetta Asque Boteler for life and remainder over to Harry Dowl Boteler, an infant, her great grandson; and that an unimproved lot of ground adjacent to her home, described in these proceedings as lot of ground at the corner of Chesapeake Avenue and Sixth Street, Eastport, Maryland, facing 50 ft. on Sixth Street and 160 feet on Chesapeake Avenue, and appraised in these proceedings for One Thousand Seven Hundred and Fifty ($1,750.00) Dollars, should pass to William Stewart Boteler, her grandson.

B. That surviving the Testator and Subject to the provisions of her Will are:

(1) A daughter, Charlesetta Asque Boteler, her daughter, an adult.

(2) A grandson, William Stewart Boteler, an adult.

(3) A great grandson, Harry Dowl Boteler, an infant.

C. That there was a mutation of all of the realty devised by the Testator by reason of these foreclosure proceedings and there remains for distribution the net proceeds thereof.

D. That the appraised value of the unimproved lot of ground devised to William Stewart Boteler at time of Testators death was One Thousand Seven Hundred and Fifty ($1,750.00) Dollars and the appraised value of the house and

Filed 5 Feb, 1952.

and lot devised to Charlesetta Asque Boteler and Harry Dowl Boteler at time of Testators death was Seven Thousand Seven Hundred and Fifty ($7,750.00) Dollars, and the percentage relationship of the above two parcels so appraised with relationship to their joint value left for distribution, and sold in these proceedings is as follows:

81.578 percent for the property devised to Charlesetta Asque Boteler, life tenant, and to Harry Dowl Boteler, infant, remaindermen..

18.422 percent for the property devised to William Stewart Boteler.

THEREFORE, it is by the Circuit Court for Anne Arundel County, in Equity, this 5th day of February, 1952,

ORDERED, ADJUDGED AND DECREED,

a. That to carry out the intent and meaning of the Last Will and Testament of Rachel E. Stewart, these proceedings are referred to the Auditor of this Court to state a Supplemental account in accordance with the findings of this Court, namely; to distribute after Court Costs and Counsel fees to:

1. William Stewart Boteler 18.422 per cent of the net proceeds herein for distribution. To the Trustees hereinafter named 81.578 per cent of the net proceeds herein for distribution.

2. That Henry J. Tarantino and Theresa Boteler (Mother of infant, Harry Dowl Boteler) be and they are hereby appointed Trustees to receive care for, invest and distribute under direction of this Court 81.578 percent of the net proceeds in these proceedings to constitute the Corpus of the Estate hereby created, by which Charlesetta Asque Boteler, is entitled to the income therefrom during her lifetime with the remainder over to Harry Dowl Boteler, infant, according to the rules of this Court and Law.

And it is further Ordered that before entering upon their duties as Trustees herein the said Henry J. Tarantino and Theresa Boteler shall give Bond approved by this Court, in the amount of $ 3000.00 as provided by the rules of this Court for the faithful performance of their duties.

And it is further Ordered and Decreed that Winson G. Gott, Jr., Guardian Ad Litem be and he is discharged from further performance of his duties herein.

Benjamin Michaelson
Judge

In the Case of

In the Matter of the Sale
of the
Mortgaged Property
of ~~XXX~~
Rachel E. Stewart,
Widow, deceased

In the
Circuit Court
For
Anne Arundel County
No. 10,045 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 19 Feb, 1952.

February 15, 1952

All of which is respectfully submitted.

Laura K. Dicklus
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Property of Rachel E. Stewart, widow, deceased in ac.

To Attorney for Court costs, viz:				
Jos. W. Alton - Sheriff's costs	5	80		
Winson G. Gott, Jr. -Guardian ad Litem	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	5	00		
Auditor - stating this account	13	50	38	30
To Attorney for Expenses, viz:				
Capital-Gazette Press - order nisi (this account)	6	00		
T. Carroll Worthington - appraisal of both properties	25	00		
Clarence A. Remaley - appraisal of both properties	25	00		
Globe Indemnity Co - renewal premium on Attorney's bond	20	00		
Henry J. Tarantino - fee for legal services rendered (Order of 2/5/52)	200	00	276	00
To Attorney for Claims Filed, viz:				
R. Glenn Prout, Register of Wills - Court costs Estate of Rachel E. Stewart	21	10		
National Surety Corp. - three years premium on Administrator's bond	30	00	51	10
BALANCE FOR DISTRIBUTION - $3,368.76				
Distributed in accordance with Decree dated 2/5/52, viz:				
To Charlesetta A. Boteler, life tenant, with remainder to Harry Dowl Boteler 81.578%	2,748	17		
To William Stewart Boteler - 18.422%	620	59	3,368	76
			3,734	16

with Louis M. Strauss, Attorney named in Mortgage Cr.

1951				
August	8	Balance in hands of Attorney named in Mortgage, as shown by First Account of Auditor filed July 2, 1951	3,734 16	3,734 16
				3,734 16

LIBER 72 PAGE 318

ORDER NISI

In the Matter of the Sale of the Mortgaged Property of ~~VERSUS~~

Rachel E. Stewart, widow, deceased

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,045 Equity.

ORDERED, This 19 day of February, 1952, That the Second ~~Report and~~ Account of the Auditor, filed this day in the above entitled cause, 54

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24 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 24 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
A. J.

Filed 26 Mar, 1952. Filed 19 Feb, 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., March 10, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,045 Rachel E. Stewart

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of March, 1952. The first insertion being made the 21st day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. E. C. 6133

Legal Notice

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 10,045 Equity
In the Matter of the Sale of the Mortgaged Property of:
Rachel E. Stewart, widow, deceased
Ordered, this 19 day of February, 1952, That the Report and Second Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24 day of 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 24 day of March next.
JOHN H. HOPKINS, 3rd, Clerk,
True Copy: TEST:
JOHN H. HOPKINS, 3rd, Clerk.
M-6

Filed 11 Mar, 1952.

LIBER 72 PAGE 319

EQUITY NO. 6756
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

.....

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL
ESTATE OF FRANK B. SHILEY
AND MAY SHILEY,

His wife.

.....

Mr. Clerk:

Please docket this case, file original mortgage, mortgage note and statement of mortgage debt.

George A. Tullman
.....
Assignee

Filed June 18th 1934

STATEMENT OF MORTGAGE DEBT

FRANK B. SHILEY AND MAY SHILEY, his wife

To amount of mortgage	$4,000.00
To interest from April 22, 1934 to July 22,1934	60.00
To fire insurance premium advanced	22.00
Total.	$ 4,082.00

Filed-June 18" 1934

William Hambrock Jr
Mortgagee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 16th day of June, in the year 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William Hambrock, Mortgagee, and made oath in due form of law that the above statement of mortgage debt due by Frank B. Shiley and May Shiley, his wife to me, is true and bona fide, as set forth in the above statement.

Witness my hand and Notarial Seal.

VICTORIA M. PERLITZ NOTARY PUBLIC ANNAPOLIS, MD.

Victoria M. Perlitz
NOTARY PUBLIC.

2

F. 2086 1M-6-15

It is agreed by the parties hereto that this instrument is the act and deed of the National Surety Corporation, and not of the National Surety Company, and wherever the name National Surety Company appears herein it shall be read National Surety Corporation.

LIBER 72 PAGE 321

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Pullman, of Anne Arundel County, State of Maryland, as principal and the NATIONAL SURETY ~~Company~~ 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 Forty five hundred 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 20th day of June, in the year of our Lord nineteen hundred and thirty four.

Filed - June 23rd 1934

WHEREAS, the above bounden George E. Pullman by virtue of the power contained in a mortgage from Frank B. Shirley and May Shirley, his wife to William Hambach bearing date the 22nd day of November 1923 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber W.H.W. No. 81 Folio 208 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. Pullman 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. Pullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

It is agreed by the parties hereto that this instrument is the act and deed of the National Surety Corporation, and not of the National Surety Company, and wherever the name National Surety Company appears herein it shall be read National Surety Corporation.

Signed, Sealed and Delivered in the Presence of

V. M. Perlitz

George E. Pullman [SEAL]

[SEAL]

NATIONAL SURETY ~~COMPANY~~ Corporation

By W. Minderlein

Attorney in fact

As to Surety

Catherine F. Minderlein

IN THE MATTER OF THE	:	EQUITY NO. 6756
SALE OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF FRANK B. SCHILEY AND	:	ANNE ARUNDEL COUNTY.
MARY SCHILEY, his wife.	:	

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed September 27, 1934

The Petition of George E. Rullman, Assignee, respectfully shows unto your Honors:

First. That the holder of the mortgage filed in these proceedings, assigned the said mortgage to the said George E. Rullman, for the purpose of foreclosure, on the 16th day of June, 1934, which assignment has been duly recorded.

Second. That in accordance with instructions of the mortgagee, your Petitioner proceeded to docket suit, file the bond and caused an advertisement to be inserted in the Evening Capital, a newspaper published in Anne Arundel County, wherein the property was described and day for sale set and terms of sale set out.

Third. That before the day of said sale so advertised, the Home Owner's Loan Corporation approved of a loan to the mortgagors and the said mortgagee consented to accept bonds in satisfaction of the mortgage debt.

Fourth. That the said Home Owner's Loan Corporation now requires that the said Assignee and the Mortgagee execute a release of this mortgage when this loan is consummated and the mortgage drawn.

NOW, THEREFORE, YOUR PETITIONER prays Your Honors to pass an Order in the matter, directing and authorizing the Clerk of the Circuit Court for Anne Arundel County, to permit your Petitioner to withdraw the original mortgage filed in the above entitled case, in order that the release of the mortgage, as required by the Home Owner's Loan Corporation, can be executed by the Mortgagee and the Assignee, and placed

4

on record among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County.

AND AS IN DUTY BOUND, etc.

George E. Rullman
Assignee and Petitioner.

Upon the aforegoing Petition, it is this 27th day of September, in the year 1934, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that the Clerk of the Circuit Court for Anne Arundel County is directed and authorized to permit George E. Rullman, the Assignee of the mortgage (and William Hanchen, mortgagee) to endorse in the original mortgage of record and filed in this cause a short release of ~~withdraw~~ the mortgage ~~from the above entitled equity case~~, in order that the Mortgagee and Assignee may execute and cause to be recorded the ~~proper~~ said short release of the said mortgage and that the same be recorded among the Land Records in the Office of the Clerk of the Circuit Court for Anne Arundel County at the expense of the mortgagor.

F. Neal Parker A.J.

LIBER 72 PAGE 324

EQUITY No. 6756
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY.

.....

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL
ESTATE OF FRANK B. SCHILEY
AND MARY SCHILEY, his wife.

.....

Mr. Clerk:

Please enter the above entitled case dismissed and the mortgage debt satisfied.

Frank S. Tillman
.....
Assignee

Filed Sept. 28th. 1934.

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EX PARTE IN THE MATTER : IN THE

OF JOSEPH M. BRIAN, III, : CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AN INCOMPETENT : Case No. 8331, Docket 11, folio 276.

.....:.....

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M. Brian, III, respectfully shows unto your Honor:

1. That by Order of this Court, passed on the twenty-second day of April, 1942, he was appointed Committee for the person and estate of the said Joseph M.Brian, III, and has filed his approved corporate bond with the Clerk of this Court.

2. That the said Incompetent is about seventy-five years of age, and is under the care and charge of your Petitioner, and is now a patient at the Spring Grove State Hospital, in Baltimore County.

Filed 26 Dec. 1951

3. That among the assets of the Estate of the Incompetent is an undivided one-half interest in a parcel of land situate, lying and being in the Thirteenth Election District of Baltimore County, State of Maryland, and described as follows, to wit:

> Beginning for the same in the center of the Annapolis Road at the beginning of the second line of a parcel of land which, by a deed dated November 29, 1909, and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 352, folio 396, was conveyed by Joseph M. Brian, Jr., and wife to the Baltimore Highlands Realty Company; and running thence with and binding on the second, third and fourth lines of said parcel of land, the three following courses and distances, viz: south 62 degrees 43 minutes east 714.08 feet, south 0 degrees 06 minutes east 192.39 feet and south 81 degrees 59 minutes east 1152.02 feet to the center of the right-of-way of the Washington, Baltimore and Annapolis Electric Railway Company; thence southwesterly, binding on the center of said right-of-way by a line curving toward the right, having a radius of 2292.01 feet for a distance of 11.5 feet to intersect the seconnd line of a parcel of land described in a mortgage dated December 19, 1906, and recorded among the Land Records aforesaid in Liber W.P.C.No. 276, folio 554, from Joseph M.Brian, Jr., and wife to John Roche, et al, Trustees; thence, leaving said Railway, and binding reversely on the outlines of said last mentioned parcel of land and running parallel with and distant 10 feet southwesterly, measured at right angles from the first three

lines of the parcel of land now being described, the three following courses and distances, viz: north 81 degrees 59 minutes west 1155 feet, north 0 degrees 06 minutes west 195 feet and north 62 degrees 43 minutes west 705.60 feet to the center of the Annapolis Road; and thence, binding in the center of the Annapolis Road, north 13 degrees 47 minutes east 10.29 feet to the place of beginning. Containing 0.472 of an acre of land, more or less.

Being a part of the parcel of land which, by deed dated September 4, 1878, and recorded among the Land Records of Baltimore County in Liber J.B. No. 108, folio 418, was conveyed by Joseph M. Brian to Joseph M. Brian, Jr. in fee simple.

Subject to a right-of-way heretofore granted by Joseph M. Brian, Jr., and wife to the Washington and Annapolis Electric Railway Company by a deed dated February 19, 1902, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 259, folio 286.

This tract of land is vacant land and totally unproductive, and it would be to the advantage and best interest of the Estate of the Incompetent that said land be sold at this time, and the proceeds arising from said sale invested in income producting property or securities.

WHEREFORE your Petitioner prays this Honorable Court:

1. That this Court shall order the sale of the undivided one-half interest in the said parcel of land.

2. That theproceeds of said sale shall be invested in income producing property or securities.

3. That this case be referred to one of the standing examiners of this Court for the purpose of taking testimony to substantiate the allegation of this petition in determining whether or not the sale of this property would be to the advantage and best interest of the estate of the Incompetent.

AND AS IN DUTY BOUND, ETC.,

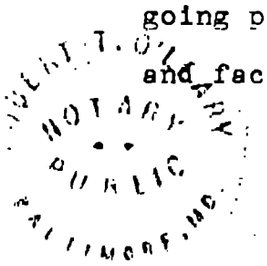
Robert N. Baer

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

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 21st day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ROBERT N. BAER, the Petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth herein are true.

WITNESS my hand and notarial seal.



Robert T. Lewis
Notary Public.

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

Filed 15 Jan. 1952

TO THE HONORABLE,THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M.Brian, III, an incompetent, respectfully shows that he desires to take testimony in the case,and respectfully prays that he be granted leave to do so before one of the standing examiners of this Court.

Morris Albert
Solicitor for the Petitioner.

Filed 15 Jan., 1952

ORDERED,this 15th day of January , 1952, that leave be granted to the parties to the cause, to take testimony as prayed, before any one of the standing examiners of this Court.

Benjamin Michaelson
Judge

TRUST FORM (A)

LIBER 72 PAGE 329

EX PARTE IN THE MATTER OF

JOSEPH M. BRIAN, III,

VS. an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 8331

Report Under Rule 20

To the Honorable, the Judges of said Court:

The Report of Robert N. Baer, Committee, covering the period from February 1, 1951, to December 31, 1951 *respectfully shows:*

~~Trustee~~, ~~Committee~~, ~~Guardian~~, ~~Receiver~~,

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

A **REAL ESTATE**

LOCATION	ASSESSED VALUE FOR TAXES
None	

Filed Jan. 18, 1952

TRUST FORM (B)

LIBER 72 PAGE 330

B LEASEHOLD

LOCATION	ASSESSED VALUE FOR TAXES
None	

C MORTGAGES

LOCATION OF PROPERTY	AM'T OF MORTGAGE	MORTGAGOR'S NAME
Part of Brian Farm:		
½ interest in unpaid		
balances in the two		
following mortgages:		
See attached schedule:	$1,125.00 ✓X	
	15,700.00 ✓X	

Filed Jan 19 1953

D BONDS

NAME OF OBLIGOR	No. OF BONDS	AMOUNT OF BOND	MATURITY OF BONDS
$25,000 face value U.S.Treasury Bonds	273191 A ✓X	10,000 ✓X	12/15/1967-72 ✓
2½% due 12/15/1967-72	273192 B ✓X	10,000 ✓X	" ✓
	688126 F ✓X	1,000 ✓X	" ✓
	633868 J ✓X	1,000 ✓X	" ✓
	633867 H ✓X	1,000 ✓X	" ✓
	549024 D ✓X	1,000 ✓X	" ✓
	549023 C ✓X	1,000 ✓X	" ✓

BRIAN PROPERTY - MORTGAGES

Wm. G. Koch - Mortgage

To Balance due on mortgage debt as per last Report filed	$1,525.00
Apr. 9, 1951 - Payment on mtge. debt	400.00
Balance due	$1,125.00

Lillian B. Koch et al. - Mortgage

To Balance due on mortgage debt as per last Report filed		$18,200.00
Mch. 19, 1951 - Payment on mtge. debt	$900.00	
Apr. 25, 1951 " " " "	800.00	
Sept. 20, 1951 " " " "	800.00	2,500.00
Balance due		$15,700.00

None

G CASH $5,410.26

2,400.76

7,811.12

No. BOOK

DEPOSITED IN The Equitable Trust Co.- account of BANK

" " Robert N. Baer, Attorney "

" " "

Second. *That since the last report was filed, there have been the following changes in the principal of the Trust Estate.*

A **RECEIPTS—SALES, Etc.** **DEBITS**

	DATE OF ORDER OF COURT DIRECTING SALES	GROSS AMOUNT OF SALES	EXPENSES	NET AMOUNT RECEIVED
	CORPUS CASH BALANCE	AS PER LAST REPORT	$	3,960.26
½ Principal Payments on account of Koch mortgages:				
March 19, 1951	Payment			450.00 ✓
Apr. 9, 1951	"			200.00 ✓
Apr. 25, 1951	"			400.00 ✓
Sept. 20, 1951				400.00 ✓
				5410.26 ✓
		TOTAL NET	RECEIPTS $	1,450.00

B **EXPENDITURES—PURCHASES, Etc.** **CREDITS**

	DATE OF ORDER OF COURT AUTHORIZING PURCHASE	PURCHASE PRICE	EXPENSES	GROSS AMOUNT PAID	
None					
		TOTAL GR	OSS EXPEN	DITURES $	none
	TOTAL CORPUS C	ASH BALANCE	AS PER TH	IS REPORT $	5,410.26 ✓

LIBER 72 PAGE 333

MEMORANDUM OF INCOME

Committee

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

	$1,481.18 ✓
CASH BALANCE AS PER LAST REPORT	1,066.15 ✓
TOTAL GROSS INCOME	$2,547.33
—OPERATING EXPENSES—	146.47 ✓
Leaving the NET INCOME of the ESTATE	$2,400.86 ✗

and during that time has made payments aggregating (See attached Schedule E-1)

which he has paid over to

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $ 2 - 4.76

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

Robert N. Baer

~~Trustee~~, Committee, ~~Guardian~~, ~~Receiver~~

State of Maryland, Anne Arundel County, to-wit:

I hereby certify that on this 16th *day of* January, *1952 personally appeared before me* ROBERT N. BAER, Committee for Joseph M. Brian, III,

and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth. WITNESS my hand and notarial seal.

Irma M. Bienemann

Irma M. Bienemann-Notary Public

☞ THIS BLANK TO BE FILLED OUT BY AUDITOR ☜

The corpus of the ESTATE as above stated, except certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Committee *filed the* sixteenth *day of* February, *19* 51

Laura R. Dicklas *Auditor.*

OF CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

SCHEDULE E - 1

JOSEPH M. BRIAN, III

Income:

1951

Apr. 17	-	Interest on Koch mtge.	$ 136.15
May 8		" " " " (Andover)	100.00
June 14		" " " " "	50.00
June 20		" " " " "	100.00
June 18		Interest on Gov't. Bonds	312.50
July 11		Interest on Koch mtge. (Andover)	150.00
Sept. 5		" " " " "	200.00
" 18		" " " " "	120.03
Dec. 14		Interest on Gov't. Bonds	312.50
			$1,481.18

Expenditures:

1951

Feb. 7	Court Costs	$ 12.50
" "	Advertising-order nisi-A.A.County	8.00
" "	Frank L.Warfield,Attorney - (re sale to Wm.C.Hoffman on 11/9/42)	25.00
" 9	Federal Income Tax for 1950	3.37
" 21	Court Auditor's Report	12.00
Apr. 3	Bond Premium	85.60
		$ 146.47

Ex Parte,

In the Matter of

~~Estate~~

Joseph M. Brian, III,

an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 8331

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 19th *day of* January, *19* 52 *that the Report and Account of* Robert N. Baer, Committee *be referred to* Laura R. Jickling, *Auditor, for examination under Equity Rule 20 of this Court.*

Benjamin H. Michaelson

Judge.

Filed Jan 22, 1952

REPORT OF AUDITOR

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

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

No exceptions.

And the Auditor charges $12.00 for her services in examining and verifying this Report.

January 22, 1952.

Respectfully Submitted,

Laura R. Jickling

Auditor.

Filed Jan. 22, 1952

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 22d *day of* January, *19* 52, *that the aforegoing report of the* Committee *be and the same is hereby finally ratified and confirmed.*

Benjamin H. Michaelson

Judge.

EX PARTE,	:	IN
IN THE MATTER OF	:	THE CIRCUIT COURT
JOSEPH M. BRIAN, 3rd.,	:	FOR
an incompetent.	:	ANNE ARUNDEL COUNTY
	:	No. 8331 Equity
	:	

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

TESTIMONY ON BEHALF OF INCOMPETENT

January 22, 1952.

Filed 23 Jan 1952

Present:

Mr. A. E. Kernan, Solicitor for Committee.

Mr. Morris M. Albert, Solicitor for Incompetent.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

C. Braddock Jones, page 2.

G. Easby Lindsay, page 3.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

C. Braddock Jones, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kernan)

1. What is your full name?

A. C. Braddock Jones.

2. What is your address?

A. 406 Water Street, Baltimore, Md.

3. You are a licensed real estate broker of the State of Maryland?

A. Yes.

4. Are you familiar with the property in the 13th Election District of Baltimore County containing .4172 acres, more or less, belonging to the Brians?

A. I am.

5. Have you valued this real estate?

A. Yes.

6. In your opinion, what is the fair market value of this property?

A. I would say that the acreage would not be over $500 an acre as it is just swampy piece of boundary property between two pieces of land. About $250 would be the fair market value.

7. Joseph M. Brian, the incompetent, owns an undivided one-half interest in this property; what would be the value of his undivided one-half interest?

A. $125.

8. Would a sale of said undivided one-half interest in said property be to the best interest and advantage of the incompetent?

A. I would think so; ordinarily it would be absolutely unsaleable.

(Mr. Klawans)

1. Are there any improvements on the property?

A. No, it is between two boundary lines, a ten foot low strip between two pieces of property.

To the General Question under the Rule, the witness answers "No".

****

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

(Mr. Kernan)

1. What is your name and address?

A. G. Easby Lindsay, 116 North Paca Street, Baltimore, Maryland.

2. Are you a licensed real estate broker of the State of Maryland?

A. I am.

3. Are you familiar with this tract of land containing .4172 acres on the Annapolis Road?

A. I am.

4. Have you visited this property and have you come to a valuation of the same?

A. I have visited the property and it is my opinion the fair market value is $250.

5. What is the nature of this property?

A. It is a long strip approximately 2000 feet long by 10 feet wide over inferior, marshy ground. It begins on the East side of Annapolis Road, running easterly approximately 2000 feet.

6. In your opinion the fair market value of the fee simple interest in said property is $250, what in your opinion is the fair market value of the undivided one-half interest belonging to Joseph M. Brian?

A. $125.

7. In your opinion would a sale of the incompetent's undivided one-half interest be to the best interest and advantage of the incompetent?

A. It would be to his advantage.

(Mr. Klawans)

To the General Question under the Rule, the witness answers, "No".

****

There being no further witnesses to be examined on behalf of the incompetent at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Incompetent's Solicitor is returned to the Court.

Witness my hand and seal this 22nd day of January, 1952.

Emmett L. Clarence (SEAL)
Examiner

E.K. $10.00
K.H.McC.$5.00

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

.....:.....

D E C R E E

The petition of Robert N. Baer, Committee of the person and estate of Joseph M. Brian, III, an incompetent filed herein standing ready for hearing and being submitted, the proceedings were by the Court read and considered.

It is thereupon this 8th day of February, 1952, by the Circuit Court for Anne Arundel County, Maryland, adjudged, ordered and decreed, that the undivided one-half interest in the parcel of land containing 0.472 acres of land, more or less, on the Annapolis Road, in the Thirteenth Election District of Baltimore County, Maryland, be sold and that said Committee be and he is hereby authorized and directed to make said sale, and that the course and manner of his proceedings shall be as follows:

Filed Feb. 8 1952

He shall proceed to make said sale after having given at least three weeks notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and terms of sale, which shall be for cash, or said Committee may sell said property at private sale provided no private sale thereof shall be for less than $125.00 , the highest value of said property as shown by the proof herein.

And as soon as may be convenient, after any such sale or sales, said committee shall return to this Honorable Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of said sale, and of the fairness of said sale; and on obtaining the Court's ratification

of the same and on payment of the whole purchase price (but not before) said Committee shall, by good and sufficient deed to be executed and recorded according to Law, conveying to the purchaser or purchasers his, her, it or their heirs, successors or assigns, the property and estate to him, her, it, or them, sold, free, clear and discharged from all claim of said Incompetent and those claiming by, from or under him; and the said Committee shall bring to this Court the money arising from said sale to be invested or otherwise disposed of by said Committee under the jurisdiction of this Court.

Benjamin Richardson
Judge.

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

REPORT OF SALE

TO THE HONORABLE,THE JUDGE OF SAID COURT:

The Report of Sale of Robert N. Baer, Committee of the person and estate of Joseph M.Brian, III, an Incompetent, in pursuance of a decree of this Court under date of the 8th. day of February, 1952, passed in the above entitled cause, respectfully shows:

That the said Robert N.Baer, Committee of the person and estate of Joseph N. Brian, III, did, pursuant to said decree, sell at private sale on the 9th day of February, 1952, to Nellie P. Humphreys an undivided one-half interest of Joseph M. Brian, III, in the fee simple tract of land containing 0.472 of an acre,more or less, on the Annapolis Road, in the Thirteenth Election District of Baltimore County, at and for the price of one hundred and twenty-five dollars ($125.00), of which $25.00 was paid as a deposit and the balance of the purchase price in the amount of one hundred dollars ($100.00) to be paid in cash upon ratification of said sale, said sale being made subject to the ratification of this Honorable Court.

Filed 11, Feb 1952

And the said Robert N.Baer, Committee as aforesaid, in making said private sale, accepted the best offer which he could obtain for said property, said offer being one hundred and twenty-five dollars ($125.00), being the appraised value of said property, and the said Committee deems it advisable and for the best interest of the said Joseph M.Brian, III, an incompetent, to accept said offer rather than sell it at a public sale.

Respectfully submitted,

Robert N. Baer

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

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STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 11 th day of Febroary, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared ROBERT N. BAER, Committee of Joseph M. Brian, III, an incompetent, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth, and that the Sale thereby reported was fairly made.

AS WITNESS my hand and notarial seal.

Irma M. Bienemann
Notary Public.

LIBER 72 PAGE 344

EX PARTE IN THE MATTER : IN THE

OF JOSEPH M. BRIAN, III, : CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AN INCOMPETENT : No. 8331 Equity

. . . . : . . . . Docket 11-276

Filed 11 Feb 1952

ORDER NISI

ORDERED this 11 day of February, 1952, that the private sale of the undivided one-half interest in the fee simple tract of land, containing 0.472 of an acre, more or less, on the Annapolis Road, situate in the Thirteenth Election District of Baltimore County, made and reported by Robert N. Baer, Committee of Joseph M. Brian, III,

BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 24 day of March, next; provided a copy of this Order be inserted in some newspaper published in ~~Baltimore~~ Anne Arundel County once in each of the three successive weeks before the 24 day of March, next.

THE report states the amount of sale to be one hundred and twenty-five dollars ($125.00).

John H. Hopkins, 3rd, Clerk.

Filed Feb 28 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 8,331 Equity

EX PARTE IN THE MATTER OF JOSEPH M. BRIAN, III, AN INCOMPETENT.

ORDERED this 11th day of February, 1952, that the private sale of the undivided one-half interest in the fee simple tract of land, containing 0,742 of an acre, more or less, on the Annapolis Road, situate in the Thirteenth Election District of Baltimore County, made and reported by Robert N. Baer, Committee of Joseph M. Brian, III, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 24th day of March, next; provided a copy of this Order be inserted in some newspaper published in Anno Arundel County once in each of the three successive weeks before the 24th day of March, next.

THE report states the amount of sale to be one hundred and twenty-five dollars ($125.00).

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-13

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 21, 1952

We hereby certify, that the annexed Order Nisi

Sale Equity 8331

Joseph M Brian III

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of March, 1952. The first insertion being made the 21st day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. MG 6113

(Final Order:

EX PARTE IN THE MATTER	:	IN THE CIRCUIT COURT
OF JOSEPH M. BRIAN,III,	:	FOR
AN INCOMPETENT.	:	ANNE ARUNDEL COUNTY

LIBER 72 PAGE 345

Filed Apr. 29, 1952

_____ Term, 1952.

ORDERED by the Court this 29th day of April, 1952, that the sale made and reported by the Committee aforesaid be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Committee allowed the usual commissions, and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 72 PAGE 346

EX PARTE IN THE MATTER	()	IN THE
OF JOSEPH M. BRIAN, III,	()	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
AN INCOMPETENT	()	CASE No. 8331, DOCKET 11, FOLIO 276

() () () ()

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

THE PETITION OF IRMA M. BIENEMAN AND JAMES B. LYONS, JR., ADMINISTRATORS OF THE ESTATE OF ROBERT N. BAER, DECEASED, RESPECTFULLY SHOWS UNTO YOUR HONOR:

1. THAT ROBERT N. BAER BY AN ORDER OF THIS COURT, PASSED ON THE 22ND DAY OF APRIL, 1942, WAS APPOINTED COMMITTEE FOR THE PERSON AND ESTATE OF THE SAID INCOMPETENT, JOSEPH M. BRIAN, III, AND FILED HIS APPROVED CORPORATE BOND WITH THE CLERK OF THIS COURT.

2. THAT THE SAID ROBERT N. BAER DIED ON THE 11TH DAY OF MARCH, 1952, AND YOUR PETITIONERS WERE APPOINTED ADMINISTRATORS OF HIS ESTATE BY ORDER OF THE ORPHANS COURT OF BALTIMORE COUNTY.

Filed 13 May 1952

3. THAT IN EXAMINING THE BOOKS OF ACCOUNT OF THE SAID ROBERT N. BAER CONCERNING THE ESTATE OF THE INCOMPETENT, JOSEPH M. BRIAN, III, IT APPEARS THAT CERTAIN BONDS HAVE BEEN PLEDGED BY THE SAID ROBERT N. BAER ON A PERSONAL NOTE WITH THE EQUITABLE TRUST COMPANY, AND THAT THERE IS DUE AND OWING THE CORPUS OF THE ESTATE FROM THE CASH IN THE HANDS OF ROBERT N. BAER, THE SUM OF FIVE THOUSAND THREE HUNDRED THIRTY--SEVEN DOLLARS AND FORTY--EIGHT CENTS, ($5,337.48), AND THAT THERE IS DUE THE INCOME OF THE ESTATE OF THE SAID INCOMPETENT, JOSEPH M. BRIAN, III, BY ROBERT N. BAER, THE SUM OF TWO THOUSAND THREE HUNDRED SIX DOLLARS AND NINETY--EIGHT CENTS ($2,306.98), AND IT FURTHER APPEARS THAT THERE IS NOT FUNDS WITH WHICH TO PAY THESE OBLIGATIONS NOR RETIRE THE NOTE AND SECURE THE RETURN OF SECURITIES PLEDGED.

WHEREFORE, YOUR PETITIONERS PRAY:

A. THAT THE ACCOUNTS OF THE SAID ROBERT N. BAER, COMMITTEE OF THE ESTATE OF JOSEPH M. BRIAN, III, BE REFERRED TO AN AUDITOR TO STATE AN ACCOUNT.

LAW OFFICE
JAMES B. LYONS, JR.
BALTIMORE, MD.

B. THAT A SUBSTITUTED COMMITTEE SHOULD BE APPOINTED IMMEDIATELY SO THAT THE SAID SUBSTITUTED COMMITTEE CAN TAKE SUCH STEPS AS MAY BE NECESSARY TO PROTECT THE INTEREST OF THE SAID INCOMPETENT, JOSEPH M. BRIAN, III, AND HIS ESTATE.

AND, AS IN DUTY BOUND, ETC.

James B Lyons Jr

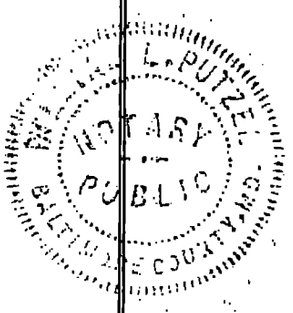
JAMES B. LYONS, JR.
CO--ADMINISTRATOR OF THE ESTATE OF
ROBERT N. BAER, DECEASED.

STATE OF MARYLAND

CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, THAT ON THIS 8' DAY OF ~~APRIL~~ May, 1952, BEFORE ME, THE SUBSCRIBER, A NOTARY PUBLIC OF THE STATE OF MARYLAND, IN AND FOR THE CITY OF BALTIMORE AFORESAID, PERSONALLY APPEARED JAMES B. LYONS, JR., CO-ADMINISTRATOR OF THE ESTATE OF ROBERT N. BAER, DECEASED, AND THE PETITIONER IN THE AFOREGOING PETITION, AND MADE OATH IN DUE FORM OF LAW THAT THE MATTERS AND FACTS SET FORTH HEREIN ARE TRUE.

WITNESS MY HAND AND NOTARIAL SEAL.



NOTARY PUBLIC

WAF:MAH
5/12/52

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

* * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Elizabeth Baer and Margaret B. Baer respectfully represents:

1. That your Petitioner, Elizabeth Baer, is the niece of Joseph M. Brian, III, the incompetent, and that your Petitioner, Margaret B. Baer, is the sister of Joseph M. Brian, III, the incompetent.

2. That by order of this Honorable Court passed on April 22, 1942, Robert N. Baer was appointed committee for the person and estate of the said Joseph M. Brian, III.

3. That on March 11, 1952, the said Robert N. Baer died and James B. Lyons, Jr., and Irma M. Bienemann were appointed Administrators of the estate of Robert N. Baer by the Orphans' Court of Baltimore County.

4. That your Petitioners are informed that the said James B. Lyons, Jr., and Irma M. Bienemann as Administrators of the estate of Robert N. Baer, deceased, are filing a Petition in this Honorable Court asking that a substituted committee be appointed in the place and stead of Robert N. Baer, deceased.

5. That your Petitioners request that Baltimore National Bank be appointed as the substituted committee of the property of said incompetent and Margaret B. Baer as the substituted committee of the person of said incompetent.

WHEREFORE, your Petitioners pray that this Honorable Court may

pass an order appointing Baltimore National Bank substituted committee of the ~~[illegible]~~ property of Joseph M. Brian, III, and Margaret B.Baer substituted committee of the person.

Margaret B. Baer

Elizabeth Baer

Semmes Bowen & Semmes
Solicitors for Petitioners
10 Light St. Balto (2) Md.

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9 day of May, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Elizabeth Baer and Margaret B. Baer, the Petitioners herein, who made oath in due form of law that the matters and facts alleged in the foregoing Petition are true to the best of their knowledge, information, and belief.

AS WITNESS my hand and Notarial Seal.

Virginia [illegible]
Notary Public

WAF:MAH
5/12/52

LIBER 72 PAGE 350

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

* * * * * * * * * * *

ORDER

Upon the petition and affidavit of Irma M. Bienemann and James B. Lyons, Jr., Administrators of the Estate of Robert N. Baer, and upon the intervening petition and affidavits of Elizabeth Baer and Margaret B. Baer, it is this 13th day of May, 1952, by the Circuit Court for Anne Arundel County in Equity -

ORDERED that Baltimore National Bank be and it is hereby appointed substituted committee for the estate of Joseph M. Brian, III, and that Margaret B. Baer be appointed substituted committee for the person of Joseph M. Brian, III.

Filed 13 May 1952

IT IS FURTHER ORDERED that the papers herein be and they are hereby referred to a standing auditor of this Court to state a final audit of the proceedings of Robert N. Baer, as committee of the Estate of Joseph M. Brian, III and of the proceedings of Irma M. Bienemann and James B. Lyons, Jr., as Administrators of the Estate of Robert N. Baer, deceased.

IT IS FURTHER ORDERED that Irma M. Bienemann and James B. Lyons, Jr., Administrators of the Estate of Robert N. Baer, deceased, be authorized to release all assets and funds of the Estate of Joseph M. Brian, III, an incompetent, in their hands as reflected by the aforementioned accounting in these proceedings, less such amount or amounts as may be necessary to defray any Court costs or other expenses incident to this proceeding unto Baltimore National Bank, substituted committee of the estate of Joseph M. Brian, III; and

IT IS FURTHER ORDERED that upon the filing in this cause of a valid receipt from Baltimore National Bank to Irma M. Bienemann and James B. Lyons, Jr., Administrators of the Estate of Robert N. Baer, deceased, the said

12

Irma M. Bienemann and James B. Lyons, Jr. be relieved and discharged of any further responsibility in this cause and that Seaboard Surety Company be relieved and discharged of any further responsibility arising in this cause subsequent to the date of said receipt.

Benjamin Michaelson
Judge

LIBER 72 PAGE 351

MORRIS A. ROME, Attorney named in Mortgage,
Complainant

vs.

THE MAGOTHY PARK & DEVELOPMENT COMPANY,
a body corporate, incorporated under the Laws of the State of Maryland,
WHIT W. ALLEN,
RALPH C. EVANS,
JOHN W. WATERS,
Defendants

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 8455 IN EQUITY

Filed December 10, 1942.

Mr. Clerk:

Please docket the above entitled suit, and file Complainant's Exhibits No. 1 and No. 2.

Solicitor for Complainant

This Mortgage, made this 25th day of November, in the year one thousand nine hundred and thirty, by and between The Magothy Park & Development Company, a body corporate, duly incorporated under the laws of the State of Maryland; Whit W. Allen, Ralph C. Evans, and John W. Waters, all of the City of Baltimore, State of Maryland, parties of the first part and Aetna Mortgage Corporation, a body corporate, duly incorporated under the laws of the State of Delaware, party of the second part;

Whereas: the said parties of the first part are justly indebted unto the said party of the second part in the sum of Ten Thousand and Eight Hundred Dollars ($10,800.00) for money this day loaned and advanced, being part purchase money on the hereinafter described property, for the repayment of which sum with interest to accrue thereon at the rate of six per cent per annum, the said parties of the first part agree to pay unto the said party of the second part, the sum of One Hundred Dollars ($100.00) on April 1, 1931, the sum of $100.00 on May 1, 1931, the sum of One Hundred Dollars ($100.00) on June 1st, 1931, the sum of Five Hundred Dollars ($500.00) on July 1st, 1931 and the sum of Five Hundred Dollars ($500.00) every three months thereafter until the whole sum due hereunder, shall have been fully repaid with interest thereon as aforesaid.

Filed Dec. 10th 1930

Both principal and interest being payable in gold coin of the United States of the present standard of weight and fineness.

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 of the sum of One Dollar ($1.00) the said The Magothy Park & Development Company, a body corporate, does grant and assign unto the said Aetna Mortgage Corporation, a body corporate, its successors and assigns, all that tract ofland situate and lying in the

Third Election District of Anne Arundel County, in the State of Maryland, and described as follows:

Beginning for the same at a point at the end of the fifteenth line of the conveyance from M. Bannon and James Revell, Trustees, to Zachariah Johnson, by deed dated the 14th day of October, 1875, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, folio 16, and running from thence and with the outlines south sixty-eight degrees, thirty minutes west eight and one-fourth perches; thence north fifty-six degrees forty-five minutes west seventy-five perches to the centre of the public road leading from "Waterford" to Johnson's Store Post Office; thence bounding on the center of said road the eight following courses and distances; South sixty-five degrees west six and one-half perches, north eighty-four degrees west eleven perches, south sixty-five degrees west fifteen perches, north seventy-nine degrees west twenty-four perches, south seventy-nine degrees west fifteen perches, south eighty-eight degrees, thirty minutes west eleven perches, south sixty-five degrees, thirty minutes west eleven perches, south seventy-four degrees west eight perches to a stake by the side of a spring drain; thence leaving said road and running south twenty-nine degrees thirty minutes east forty-three perches to the junction of the public road leading from Addison Johnson's to the Annapolis Road southeast of the Mill at which point/ a stake is planted at the distance of twenty links south twenty-one degrees west from a large locust tree standing on the east side of the road and near an old dwelling house; thence bounding on the centre of said Annapolis Road (now Baltimore and Annapolis Boulevard) south twenty-one degrees thirty minutes east ten perches, south twenty-four degrees thirty minutes east thirty-six perches, south twenty-one degrees, east sixteen perches to the beginning of the aforesaid conveyance; thence with the center of said road and the line of the eighty-two acre tract owned by the aforesaid Johnson, south twenty-three degrees thirty minutes east ten perches; thence leaving said road and running

across the said whole tract north eighty-eight degrees, forty-five minutes east one hundred and three perches, more or less, to a large sassafras tree; thence continuing the same course north eighty-eight degrees, thirty minutes east thirty perches, more or less, to a branch; thence following said branch in an easterly direction to the Magothy River, thence with the meanders of said River in a northerly and westerly direction to the place of beginning. Containing one hundred and eleven acres, more or less.

Being the same piece or parcel of land which by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior hereto, was conveyed by The Merchanics Realty Company, a body corporate, to the Magothy Park & Development Company;

Excepting therefrom all that lot of ground which by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County of even date herewith, was granted and conveyed by The Magothy Park & Development Company to Marion Watkins and George B. Brooks, more particularly described as follows:

Beginning for the same at a stone now planted at the distance of 124.6 feet South 0 degrees 45 minutes East from the beginning of the North 56 3/4 degrees west 75 perches line of the first parcel of land which by deed dated December 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 19, folio 335 &c., was conveyed by Zachariah A. Johnson to Isabella B. Browning and running thence South 0 degrees 45 minutes East 316.74 feet to a stone now planted, thence North 89 degrees 15 minutes East passing over a stone now planted near the waters of Magothy River and continuing the same course in all 882.90 feet to the waters of Magothy River thence bounding on the waters of said River the five following courses and distances viz: North 68 degrees west 53.66 feet north 50

degrees west 205 feet North 57 degrees 46 minutes west 110 feet north 49 degrees 05 minutes west 133 feet and North 24 degrees 53 minutes West 69 feet thence leaving said River and running south 76 degrees 48 minutes west passing through a large pine tree standing near the edge of the waters of said River and continuing the same course in all 250 feet thence North 25 degrees west 5.28 feet to a stone now planted and thence south 89 degrees 15 minutes west 212 feet to the place of beginning. Together with the right of ingress and egress over the road to be laid out and built from the herein described lot of ground to the Annapolis Boulevard. (which said lot of ground contains five acres more or less).

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

To Have and To Hold the said lot of land, with the improvements and appurtenances aforesaid, unto the said Aetna Mortgage Corporation, a body corporate, its successors and assigns, forever, in fee simple.

Provided that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all the covenants herein mentioned shall be performed, then this mortgage shall be void.

But upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

And upon any default in the terms of this mortgage, a sale may be made by the said mortgagee, its personal representatives or assigns, or by Morris A. Rome their Attorney under Article LXVI, sections 6 to 10 inclusive, of the Maryland Code of 1904, Public General Laws, or any other general or local laws of the State of Maryland, relating to mortgages. And such sale shall be of the property as a whole and it shall not be the duty of the party selling to sell the same in parts or in lots; and the sale shall be made after giving twenty days'

notice of the time, place, manner and terms of sale in some newspaper printed in the County in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient.

And it is agreed that upon any sale of said property under this mortgage, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars for conducting the proceedings if without contest, but if legal services be rendered to the mortgagee, its personal representatives, successors or assigns, or to the party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under a decree of a Court of equity in Maryland; second, to the payment of all claims of the mortgagee, its personal representatives, successors or assigns hereunder, whether the same shall have then matured or not; and, third, the balance, if any, to the said mortgagors, their heirs, personal representatives, successors or assigns, and half of such commissions and all such expenses and costs shall be paid by the mortgagors, their heirs, personal representatives, successors and assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

And it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor, their heirs, personal representatives, successors or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, ground rents, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt

and interest, taxes, assessments, ground rents, public dues and charges, the said Mortgagors for themselves their heirs, personal representatives, successors and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee, or its agent. And upon any 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 said property, 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 be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

And the said mortgagors covenant to keep the improvements on the land insured against loss by fire, in an insurance company or companies selected by, and in an amount designated by the said mortgagee, and tocause all of the policies covering said premises to be so framed or indorsed as in case of fire to inure to the benefit of the said mortgagee, its personal representatives, successors or assigns, to the extent of its lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee, to be kept by the mortgagee. And in the event of any loss by fire the insurance company or companies are hereby directed by the mortgagors to make payment for such loss to the mortgagee only, and not to the mortgagor and mortgagee jointly; such payment at the option of the mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor of said insurance money for the reconstruction of the improvements on the mortgaged property.

And the said mortgagors covenant to warrant specially the said property and to execute such further assurances thereof as may be

requisite. And the said Whit.W. Allen, Ralph C. Evans, and John W. Waters join in at the signing and acknowledging of this mortgage for the purpose of guaranteeing the payment of the mortgage debt and interest due hereunder.

As witness the signature of Whit W. Allen, President of The Magothy Park & Development Company, a body corporate, and the corporate seal thereof; and the hands and seals of the said Whit W. Allen, Ralph C. Evans and John W. Waters.

Grace L. Boehl.

(CORPORATE SEAL)

The Magothy Park & Development Company.

by Whit W. Allen. (Seal)
its _____

Whit W. Allen. (Seal)

Ralph C. Evans (Seal)

John W. Waters (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 25th day of November, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Whit W. Allen, President of The Magothy Park & Development Company, a body corporate, and he acknowledged the aforegoing mortgage to be the act of the said body corporate; also appeared Whit W. Allen, Ralph C. Evans and John W. Waters and they each acknowledged the aforegoing mortgage to be their respective acts; At the same time also personally appeared H.W. Woodward, Vice-President of the Aetna Mortgage Corporation, a body corporate, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the mortgagee .

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Grace L. Boehl
Notary Public

(Notarial Seal)

Recorded-December-1-1930-12-M.

LIBER 72 PAGE 359 Baltimore, Md., February 6, 1931

For Value Received, the Aetna Mortgage Corporation, a body corporate, does hereby assign the within mortgage to the Union Trust Company of Maryland,

As witness the signature of H.W. Woodward, Vice President of the Aetna Mortgage Corporation and the corporate seal thereof.

Attest: F. Ksnaash

(CORPORATE SEAL)

Aetna Mortgage Corporation

By H.W. Woodward

Vice President.

Recorded 8 December 1931 9 A.M.

Baltimore, Md. Jany. 28, 1932.

For Value Received, the Union Trust Co. of Md. Baltimore, Md. a body corporate, does hereby assign without recourse to Aetna Mortgage Corp. the within mortgage.

As witness the signature of C.B.Winchester, Vice President of the Union Trust Co. of Md. and the corporate seal thereof.

Witness:

T. Howard Reeder

Asst. Secy.

Union Trust Co. of Md. Balto. Md.

C.B. Winchester, Vice President

(CORPORATE SEAL)

Recorded 4 February 1932 9 A.M.

For Value Received, the Aetna Mortgage Corporation a body corporate does hereby assign without recourse the within Mortgage to Anna Berlin.

As witness the signature of H.W.Woodward, Vice-President of the Aetna Mortgage corporation and the corporate seal thereof at Baltimore Maryland, this 10th day of November 1932.

Attest Saml Moore
Asst. Secretary

(Corporate Seal)

Aetna Mortgage Corporation
By H.W. Woodward,
Vice President

Recorded 15 November 1932 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Mortgage, and assignments were truly taken and copied from Liber F.S.R. No. 78, folios 330, etc., one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November, A.D. 1942.

John K. Hopkins 3rd Clerk.

(No Stamp Required) LIBER 72 PAGE 361

THIS DEED AND ASSIGNMENT. made this 14th day of March in the year one thousand nine hundred and thirty-four by and between Morris A. Rome of the City of Baltimore, in the State of Maryland, Executor under the Lasy Will and Testament of Anna Berlin, deceased, party of the first part, and Morris A. Rome, individually, of the City and State aforesaid, party of the second part.

Whereas, by virtue of an Order of the Orphans' Court of Baltimore City, passed on the 14th day of March, 1934, in the Matter of the Estate of Anna Berlin, deceased, the party of the first part was authorized and directed to convey unto the party of the second part all of the property hereinafter described and referred to wherefore these presents are made.

Filed Dec. 10 th 1942

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar ($1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Morris A. Rome, Executor under the Last Will and Testament of Anna Berlin, deceased by virtue of and in pursuance of the Order of the Orphans' Court of Baltimore City, hereinbefore recited, doth hereby grant convey and assign unto the said Morris A. Rome individually, all of the following property, to wit:

(A) All that leasehold lot and parcel of ground upon which the improvements are known as No. 522 North Gilmore Street, in Baltimore City, heretofore conveyed unto the said Anna Berlin, deceased, by Deed and Assignment dated June 1,1932, and recorded among the Land Records of Baltimore City in Liber S. C. L. No. 5310 folio 142, etc.

(B) All those four lots and parcels of ground situate on Park Heights Avenue, near Belmont Avenue, in Baltimore City, also conveyed to the said Anna Berlin, deceased, by virtue of the Deed and Assignment to her hereinbefore referred to, dated June 1, 1932, and recorded among the aforesaid Land Records in Liber S. C. L. No.

5310, folio 142, etc., to which said Deed reference is hereby made for more particular description of the properties hereinbefore mentioned and conveyed by said Deed and Assignment.

(C) All that mortgage on and secured by the property known as No. 809 North Fremont Avenue, in Baltimore City, assigned to the said Anna Berlin, deceased, by Assignment dated November 10, 1932, and recorded among the Land Records aforesaid in Liber S. C. L. No. 4460 folio 304 etc.

(D) All that mortgage on and secured by the property known as No. 2213 Presbury Street in Baltimore City, from Morris I. Leboof to the said Anna Berlin, deceased, recorded among the aforesad Land Records on June 30, 1933.

(E) All that mortgage on and secured by the tract of land situate and lying in Anne Arundel County and known as "Magothy Park" and assigned to the said Anna Berlin, deceased, by Assignment, duly recorded on November 15, 1932, among the Land Records of Anne Arundel County.

TOGETHER with the respective improvements on all of said properties and the mortgage indebtedness in each of said Mortgages; and all the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD tha said Morris A. Rome individually, so much of the above described properties as are in fee simple, unto him, his heirs and assigns; and

TO HAVE AND TO HOLD so much of the above properties as are leasehold, unto the said Morris A. Rome, his personal representatives and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent or rents to which said properties may be liable; and

TO HAVE AND TO HOLD the above described Mortgages, together with the property therein set forth or referred to, and the mortgage debt in each of the same, unto the said Morris A. Rome, his personal

representatives and assigns, absolutely and forever.

WITNESS the hand and seal of the said party of the first part, Executor as aforesaid:

Witness:
Grace L. Boehl.

Morris A. Rome (SEAL)
Executor under the Last Will and Testament of Anna Berlin, deceased .

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of March, in the year one thousand nine hundred and thirty-four before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Morris A. Rome, Executor under the Last Will and Testament of Anna Berlin, deceased, as aforesaid, the within named Grantor, and he acknowledged the aforegoing Deed and Assignment to be his act as such Executor.

As Witness, my hand and notarial seal.

Grace L. Boehl
Notary Public.

(Notarial Seal)

Recorded March 16, 1934, at 10 A. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed and Assignment was truly taken and copied from Liber W. M. B. No. 123, folio 32, 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 24th day of November, A. D. 1942.

John H. Hopkins, 3d Clerk.

LIBER 72 PAGE 364

STATEMENT

The Magothy Park and Development Co. et al

As of January 12, 1943 - due to

Morris A. Rome, Assignee

Balance agreed to as of May 1, 1942	$ 5170.39
Less: Partial releases	550.00
	4620.39
Interest et al from May 1, 1942 to January 12, 1943	242.95
Total Amount due on Mortgage	$ 4863.34

Dec 14 1942

Filed Morris A. Rome assignee

STATE OF MARYLAND: BALTIMORE CITY: TO WIT

I hereby certify that on this 14th day of December, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Morris A. Rome and made oath in due form of law that the above statement is true and correct, to the best of his knowledge, information and belief.

As witness my hand and notarial seal.

Grace L. Boehl
Notary Public

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Judicial 13—Maryland—Mortgagee's or Attorney's Bond

200085

LIBER 72 PAGE 365

IN THE CIRCUIT COURT FOR ~~OR~~ Anne Arundel County

STATE OF MARYLAND

Morris A.Rome, ~~Assignee~~ Attorney

vs

The Magothy Park and Development Company et al

BOND OF Attorney named in mortgage TO SELL real estate

KNOW ALL MEN BY THESE PRESENTS: That we, Morris A. Rome of Baltimore City State of Maryland and the ~~UNITED STATES FIDELITY AND GUARANTY COMPANY~~ Great American Indemnity Company of New York a body corporate under the laws of the State of ~~Maryland~~, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand and 00/100 Dollars ($ 5000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Filed and signed Dec. 16 1942

Sealed with our seals and dated this eleventh day of December, in the year of our Lord, nineteen hundred and forty-two

WHEREAS, the above bounden Morris A.Rome

by virtue of the power contained in a mortgage from The Magothy Park and Development Company et al to Aetna Mortgage Corporation bearing date the 25th day of November, 19 30 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 78 Folio 330 and now vested by various assignments in Morris A.Rome, Assignee,

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 Morris A.Rome do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Morris A Rome Attorney (SEAL)

..... (SEAL)

Great American Indemnity Company

~~UNITED STATES FIDELITY AND GUARANTY COMPANY~~

By Charles E. Dover

Attorney-in-fact Charles E.Dover.

Marie S. Quandt

Marie S.Quandt, As to surety

5

MORRIS A. ROME, Attorney named in Mortgage	:	IN THE
vs.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
THE MAGOTHY PARK & DEVELOPMENT COMPANY, WHIT W. ALLEN, RALPH C. EVANS, and JOHN W. WATERS	:	IN EQUITY DOCKET 11, FOLIO 374, CASE NO. 8455

Filed January 19, 1943

AFFIDAVIT AS TO NON-MILITARY SERVICE

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I, MORRIS A. ROME, Attorney named in Mortgage, the Complainant in the above entitled cause, do hereby certify that neither Whit W. Allen, nor Ralph C. Evans, nor John W. Waters, three of the Defendants named in the above entitled suit, at the time of the filing of said proceedings, during the pendency thereof, and now, are not and have not been in the Military Service of the United States of America.

AS WITNESS my hand and seal.

Morris A. Rome (SEAL)
Affiant

Subscribed and sworn to before me, a Notary Public of the State of Maryland, in and for Baltimore City, this 15th day of January, 1943.

Mary Lewis
Notary Public

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MORRIS A. ROME, Attorney named in Mortgage	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
	:	IN EQUITY
THE MAGOTHY PARK & DEVELOPMENT COMPANY, et al	:	DOCKET 11, FOLIO 374, CASE NO. 8455

T H E Report of Sale of Morris A. Rome, Attorney named in Mortgage, made in the exercise of the power and authority vested in him by virtue of the Mortgage from The Magothy Park & Development Company, et al, to the Aetna Mortgage Corporation, dated November 24, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 78, Folio 330, etc., and filed in the above entitled cause, respectfully shows:

Filed January 12 1943.

MORRIS A. ROME, Solicitor
213 N. Calvert Street
LOUIS J. JIRA, Solicitor
215 East Fayette Street
Baltimore, Maryland

Attorney's Sale
OF VALUABLE FEE SIMPLE PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from The Magothy Park & Development Company, a body corporate, duly incorporated under the Laws of the State of Maryland, et al, to the Aetna Mortgage Corporation, a body corporate, duly incorporated under the Laws of the State of Delaware, dated November 24, 1930, and duly recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 78, Folio 330, etc., (a default having occurred thereunder), the undersigned, Attorney named therein, in the exercise of such power and authority vested in him by the terms and provisions thereof, will sell at public auction, at the Court House Door in the City of Annapolis, in the State of Maryland, on

TUESDAY, THE 12TH DAY OF JANUARY, 1943
AT 12 O'CLOCK NOON,

all that fee simple property situate and lying in said Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a point at the end of the fifteenth line of the conveyance from M. Bannon and James Revoll, Trustees, to Zachariah Johnson, by Deed dated the 14th day of October, 1875, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 10, Folio 16; and running from thence and with the outlines, south 68 degrees 30 minutes west 8¼ perches; thence north 56 degrees 45 minutes west 75 perches to the center of the public road leading from "Waterford" to Johnson's Store Post Office; thence bounding on the center of said road, the eight following courses and distances: south 65 degrees west 6½ perches; north 84 degrees west 11 perches; south 65 degrees west 15 perches; north 79 degrees west 24 perches; south 79 degrees west 15 perches; south 88 degrees 30 minutes west 11 perches; south 65 degrees 30 minutes west 11 perches; south

T H A T default having occurred in said Mortgage, and after having given bond with security for the faithful performance of his trust, which was duly approved, and after having complied with all other pre-requisites as required by law, and giving notice of the time, place, manner and terms of sale by advertisements inserted in "The Maryland Gazette," a newspaper published in Anne Arundel County, for more than twenty days before the sale, he did, pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on Tuesday, January 12, 1943, at twelve o'clock noon, and then and there proceeded to sell the property described in said Mortgage, that is to say:

T H E undersigned offered at public sale, to the highest bidder, the property mentioned in said

74 degrees west 8 perches to a stake by the side of a spring drain; thence leaving said road, and running south 29 degrees 30 minutes east 43 perches to the junction of the public road leading from Addison Johnson's to the Annapolis Road southeast of the Mill, at which point a stake is pinnted at the distance of 20 links south 21 degrees west from a large locust tree standing on the east side of the road and near an old dwelling house; thence bounding on the center of said Annapolis Road (now Baltimore and Annapolis Boulevard) south 21 degrees 30 minutes east 10 perches; south 24 degree 30 minutes east 36 perches; south 21 degrees east 16 perches to the beginning of the aforesaid conveyance; thence with the center of said road and the line of the 82-acre tract owned by the aforesaid Johnson, south 23 degrees 30 minutes east 10 perches; thence leaving said road and running across said whole tract, north 88 degrees 45 minutes east 193 perches, more or less, to a large sassafras tree; thence continuing the same course, north 88 degrees 30 minutes east 30 perches, more or less, to a branch; thence following said branch in an easterly direction to the Magothy River; thence with the meanders of said River in a northerly and westerly direction to the place of beginning. Containing 111 acres, more or less.

Being the same piece or parcel of land which by Deed dated November 25, 1930, and duly recorded among the Land Records of Anne Arundel County, was conveyed by The Mechanics Realty Company, a body corporate, to the Magothy Park & Development Company.

Excepting therefrom all that lot of ground which by Deed dated November 25, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No 81, Folio 356, etc., was granted and conveyed by the Magothy Park & Development Company to Marion Watkins and George B. Brooks, and more particularly described as follows:

Beginning for the same at a stone now planted at the distance of 124.6 feet south 0 degree 45 minutes east from the beginning of the north 56¾ degrees west 75 perches line of the first parcel of land which by Deed dated December 15, 1900, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 19, Folio 335, etc., was conveyed by Zachariah A. Johnson to Isabella B. Browning; and running thence south 0 degrees 45 minutes east 316.74 feet to a stone now planted; thence north 89 degrees 15 minutes east, passing over a stone now planted near the waters of the Magothy River and continuing the same course, in all 882.90 feet to the waters of the Magothy River; thence bounding on the waters of said River, the five following courses and distances, viz: north 68 degrees west 63.66 feet; north 50 degrees west 205 feet; north 57 degrees 45 minutes west 110 feet; north 49 degrees 05 minutes west 133 feet; and north 24 degrees 53 minutes west 69 feet; thence leaving said River and running south 76 degrees 48 minutes west, passing through a large pine tree standing near the edge of the waters of said River and continuing the same course, in all 250 feet; thence north 25 degrees west 5.28 feet to a stone now planted; and thence south 89 degrees 15 minutes west 212 feet to the place of beginning. Together with the right of ingress and egress over the road to be laid out and built from the herein described lot of ground to the Annapolis Boulevard. Which said lot of ground contains 5 acres, more or less.

Excepting also all of the following lots: Nos. 9, 30, 31, 34, 35, 36, 37, 50, 51, 52, 62, 74, 75, 76, 78, 89, 115, 128, 129, 130, 147, 148, 149, 150, 151, 152, 153, 159, 160, 161, 165, 166, 168, 169, 170, 171, 172, 196, 197, 203, 204, 205, 216, 219, 220, 258, 269, 263, 265, 266, 454; all of which said numbered lots are shown upon a plat of a part of the above described property, made by E. V. Coonan & Company, Surveyors, dated November 11, 1931, and recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, Folio 32.

And also excepting therefrom all that lot and parcel of ground described in the Deed from The Title Holding Company to John H. Murphy, Jr., dated June 30, 1932, and duly recorded among the Land Records of Anne Arundel County.

Subject to the legal operation and effect of the following, to wit:

(1) Covenants, conditions, restrictions, etc., set forth in the Deed from the Magothy Park & Development Company to Francis J. Holland, dated January 21, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 95, Folio 130, etc., which are the usual restrictions in this development.

(2) Agreement between Isabella B. Browning, et al, and the Chesapeake and Potomac Telephone Company, dated August 28, 1907, and recorded among the Land Records aforesaid in Liber G.W. No. 55, Folio 421, etc., granting the right to erect poles and string wires.

(3) Agreement between The Title Holding Company and the Consolidated Gas, Electric Light and Power Company, dated August 17, 1933, and recorded among the Land Records aforesaid in Liber F.S.R. No. 113, Folio 201, etc, granting the right to erect poles, string wires, etc.

(4) Agreement between The Title Holding Company and the Consolidated Gas, Electric Light and Power Company, dated June 15, 1933, and recorded among the Land Records aforesaid in Liber J.H.H. No. 202, Folio 166, etc., granting the right to erect poles, string wires, etc.

All of the above described property being unimproved.

Terms of sale: A deposit of Seven Hundred and Fifty Dollars ($750.00) will be required of the purchaser at the time and place of sale; balance of purchase money in cash upon final ratification of sale by the Court, and to bear interest from day of sale. Taxes and all other expenses, including metropolitan liens, to be adjusted to day of sale.

MORRIS A. ROME,
Attorney named in Mortgage
E. T. NEWELL & CO., INC.
Auctioneers

Mortgage, being all that property situate at Magothy Park, in Anne Arundel County, in the State of Maryland, and more particularly described and referred to in the advertisement of sale, a copy of which is hereto attached and made a part hereof; and did then and there sell the fee simple property described in said advertisement of sale unto RUTH E. TIMMONS, at and for the sum of FIVE THOUSAND, FOUR HUNDRED AND FIFTY DOLLARS ($5,450.00), she being the highest bidder therefor.

W H E R E F O R E it is prayed that the above sale be ratified and confirmed after the expiration of the usual order nisi thereon.

A L L of which is respectfully submitted.

Morris A. Rome
Attorney named in Mortgage

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY - that on this 15th day of January, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MORRIS A. ROME, Attorney named in Mortgage as aforesaid, 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 reported was fairly made.

AS WITNESS - my hand and notarial seal.

Mary Levy
Notary Public

Order Nisi

Morris A. Rome,
Attorney named in Mortgage

versus

The Magothy Park & Development Company, et al.

LIBER 72 PAGE 370 IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8455 Equity

Ordered, this 19th day of January, 1943, That the sale of the property mentioned in these proceedings made and reported by Morris A. Rome, Attorney named in Mortgage Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of February next.

Filed Jan. 19, 1943

The report states that the amount of sales to be $5,450.00

John H. Hopkins, 3rd Clerk.

True Copy,

LIBER 72 PAGE 371 OFFICE 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. 8455 Equity

Morris A. Rome
Attorney Named in Mortgage
versus
The Magothy Park & Development
Company, et al

Ordered, this 19th day of January, 1943, that the sale of the property mentioned in these proceedings made and reported by Morris A. Rome, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the **20TH DAY OF FEBRUARY, NEXT;** Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of February, next.

The report states that the amount of sales to be $5,450.

JOHN H. HOPKINS, 3rd, Clerk
True Copy.
Test: JOHN H. HOPKINS, 3rd, Clerk
f-11

Filed January 19, 1943.

Filed March 2nd 1943.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2, 19 43

We hereby certify, that the annexed

Order Nisi

Equity No. 8455

Morris A Rome

Vs.

Magothy Park & Development Co

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 20 th day of February, 19 43 The first insertion being made the 28 th day of January, 19 43

THE CAPITAL-GAZETTE PRESS, INC.

By Florence Casey

No. MG

(Final Order)

LIBER 72 PAGE 372

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Morris A. Rome,
Attorney named in Mortgage

versus

The Magothy Park & Development Company, et al.

Filed 3rd March 1943

Term, 19

ORDERED BY THE COURT, This 3rd day of March, 1943

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.

Richard Malone, C.C.

LIBER 72 PAGE 373

In the Case of

Morris A. Rome,
Attorney Named in Mortgage
vs.
The Magothy Park & Development
Company, Inc., et al

In the
Circuit Court
For
Anne Arundel County
No. 8455 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

November 5, 1947.

All of which is respectfully submitted.

Thomas K. Jacklin
Auditor.

Dr. Morris A. Rome, Attorney named in Mortgage, vs. The Magothy Park & Development Company, Inc., et al in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	195	30	245	30
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's Appearance Fee	10	00		
Clerk of Court - costs	21	80		
Auditor - stating this account	13	50	45	30
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	114	00		
Capital-Gazette Press - Order Nisi (Sale)	5	00		
Capital-Gazette Press - Order Nisi (Acct.)	5	00		
Great Ameridan Indemnity Co. -bond premium	20	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
Clerk of Court - certified copy of deed and assignment	6	00		
One-half Federal Revenue stamps	3	03		
One-half State Revenue stamps	2	75		
Mary Levy - notary fees		50	181	28
To Attorney for Taxes, viz:				
1942 State & County taxes	82	18		
1942 State & County taxes	23	20		
1943 State & County taxes (12 days)	2	75	108	13
To Morris A. Rome, Assignee of Mortgage filed herein (under Last Will and Testament of Anna Berlin, deceased) - in full for mortgage claim filed			4,863	34
To The Magothy Park & Development Company, Inc., mortgagor - this balance			66	94
			5,510	29

with Morris A. Rome, Attorney named in Mortgage Cr.

1943				
Jan.	12	Proceeds of Sale	5,450 00	
		Interest on deferred payment from 1/12/43 to 3/30/43	60 29	5,510 29
				5,510 29

LIBER 72 PAGE 376

ORDER NISI

Morris A. Rome,

Attorney named in Mortgage

VERSUS

The Magothy Park & Development Company, Inc., et al

Filed Nov. 19th 1947

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8455 Equity.

ORDERED, This 19th day of November, 19 47, 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 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 20th day of December next.

John H. Hopkins, 3rd. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20 day of January, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed 20th Jan. 1948

James J. McSherry

LIBER 72 PAGE 377

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 9455 Equity
MORRIS A. ROME,
Attorney named in Mortgage
Vs.
The Magothey Park &
Development Company,
Inc. et al.

Ordered, this 19th day of November, 1947, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th 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 20th day of December next.

JOHN H. HOPKINS, 3rd. Clerk.

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

d-11

Filed January 19 1948

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 30, 1947

We hereby certify, that the annexed

Order Nisi

The Magothey Park & Development Co.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of December, 1947. The first insertion being made the 27th day of December, 1947

THE CAPITAL-GAZETTE PRESS, INC.

By Shirley McDonald

1L

LIBER 72 PAGE 378

No. 8800

Filed October 13th 1914

Seth N. Linthicum
Assignee
vs.
Ernest E. Riggs
Florence M. Riggs
his wife.

In Equity
In the Circuit Court for Anne Arundel County.

Mr. Clerk.

Please docket suit in the above entitled cause. file Mortgage as Plaintiff's Exhibit #1.

Seth N. Linthicum
Assignee.

LIBER 72 PAGE 379

MORTGAGE LEASEHOLD—COUNTY.—53

SECOND

This Mortgage, Made this 14th day of April in the year one thousand nine hundred and forty-four by and between Ernest E. Riggs and Florence M. Riggs, his wife, Mortgagors, of the Anne Arundel County in the State of Maryland, of the first part, and

Seth H. Linthicum and Mary P. Linthicum, his wife, Mortgagees, of the second part

WHEREAS the Mortgagors are justly indebted unto the said Mortgagees in the full and just sum of - - EIGHT HUNDRED FORTY AND 00/100 - - ($840.00) - dollars, for money this day loaned in advance to them, the receipt of which is hereby acknowledged at the time of executing these presents, it being part of the purchase money, which said sum the Mortgagors agree to repay unto the Mortgagees with interest in the meantime at the rate of six (6%) percent per annum, on the unpaid balance, in equal weekly installments of - - TWENTY AND 00/100 - - ($20.00) - dollars.

Filed 13th Oct 1944

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and assign unto the Mortgagees their executors, administrators and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, state aforesaid and described as follows, to wit: Beginning for

Situated on the northeast side of Charles Road two hundred (200) feet southeast of Patapsco Road, being lot numbered six (6) and ½ of lot numbered five (5); Plat No. 3 of Linthicum Heights, Plat Book G.W. No. 1, Section 3, folio 337.

Being the same lot of ground conveyed by the Land Homes Corporation, unto the Mortgagors herein by deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, water, privileges, appurtenances and advantages thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground, with the improvements and appurtenances aforesaid unto the said Mortgagees

their executors, administrators and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof from time to time forever, subject to the payment of the annual rent of Seventy-nine dollars, and a mortgage of even date from the Mortgagors herein to the Leeds Federal Savings and Loan Association.

PROVIDED, that if the said Mortgagors

their executors, administrators or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of - - - EIGHT HUNDRED AND FORTY AND 00/100 dollars,

($840.00) - dollars and all the installments of interest thereon when and as each of them shall respectively be due and payable as aforesaid

and shall perform each and all of 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 part ies of the first part

their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, the ground rent aforesaid, and all taxes, assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, ground rent, mortgaged debt and interest, public dues, charges and assessments,

the said part ies of the first part for themselves, their heirs, personal representatives and assigns,

do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagees, their personal representatives and assigns, 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 personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; 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 County, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of dollars and a commission to the party making 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 State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

TEST:

Edward J. Brannan

Ernest E. Riggs (SEAL)

Florence M. Riggs (SEAL)

(SEAL)

(SEAL)

State of Maryland, CITY OF BALTIMORE, ~~County~~, **to wit:**

I HEREBY CERTIFY, That on this 14th day of April in the year nineteen hundred and forty-four before me, a Notary Public of the State of Maryland, in and for the ~~County~~ City aforesaid, personally appeared Ernest E. Riggs and Florence M. Riggs, his wife,

the Mortgagors named in the aforegoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. And at the same time also appeared

Seth H. Linthicum and Mary P. Linthicum, his wife

and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Edward J. Brennan

Edward J. Brennan, Notary Public.

For value received we hereby assign the within mortgage to Seth H. Linthicum/ Attorney Witness our hands and seals this 9nth day of October 1944

Test.

John W. Lohmuller

Seth H. Linthicum (SEAL)

Mary P. Linthicum (SEAL)

Filed 13th Oct. 1944

FORM 17

LIBER 72 PAGE 384

Seth H. Linthicum

Assignee

vs.

Ernest E. Riggs

and wife

IN THE

CIRCUIT COURT

OF

Anne Arundel County
~~BALTIMORE CITY.~~

No. 8800 Equity

STATEMENT OF MORTGAGE DEBT.

Statement of mortgage claim of Seth H. Linthicum Assignee

under mortgage from Ernest E. Riggs

Mortg ge dated April 14,1944	$840.00
Interest from April 14m to Nov 3,1944	28.00
	$868.00

Filed Nov. 1st, 1944

Seth H. Linthicum
Assignee

Seth H. Linthicum
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 31st day of October in the year nineteen hundred and forty four, before me, a ~~Justice of the Peace~~ Notary Public of the State of Maryland, in and for ~~said City of~~ Baltimore County, personally appeared Seth H. Linthicum Assignee

the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Mary H. Bacon

Mary H Bacon
Notary Public

285371

J. Md. Statutory.
Trustee's Bond.

LIBER 72 PAGE 385

Know all Men by these Presents,

THAT WE Seth H. Linthicum, 63 Iglehart Building, Baltimore, Md.

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand and 00/100ths ($1000.00) . . . . . 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 31st day of October in the year nineteen hundred and forty four

Filed 14 Nov. 1944

WHEREAS, the above bounden Seth H. Linthicum

by virtue of ~~a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Md.~~ of the power contained in the mortgage ~~has been appointed trustee~~ to sell real estate

mentioned in the proceedings in the case of Seth H. Linthicum, assignee

vs.

Ernest E. Riggs and Wife

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Seth H. Linthicum

do and shall well and faithfully perform the trust reposed in him by said ~~decree~~ power, 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 presence of

John W. Lohmuller

E. F. Wahl, as to Surety

Seth H. Linthicum [SEAL]

[SEAL]

GLENS FALLS INDEMNITY COMPANY

By M. A. Brown [SEAL]
M.A. Brown
Attorney

Form 8195—B—1-41

4

LIBER 72 PAGE 386

SETH H. LINTHICUM, Solicitor
100 St. Paul Street, Balto., Md.

Assignee's Sale

Leasehold Property

6 and ½ of Lot 5V, W. Linthicum
Charles Road

By virtue of power contained in Mortgage from Ernest E. Riggs and wife to Seth H. Linthicum and wife dated April 14, 1941 and recorded in Anne Arundel County in Liber J.H.H. No. 306 folio 230 and assigned to Seth H. Linthicum on October 9, 1941 and in said county, default having occurred the undersigned assignee will sell at public sale on the premises on

FRIDAY, NOVEMBER 3, 1944
AT 4:00 P. M.

all that lot on Northeast side of Charles Road 200 ft. Southeast of Patapsco Road being lot 6 and ½ of lot 5 on Plat 3 of Linthicum Heights. Subject to mortgage to Leeds Federal Savings and Loan Association. The amount due will be announced at time of sale, subject to restrictions and ground rent of $79.00 Improved with six room house, all conveniences.

TERMS OF SALE: Cash upon ratification of sale; taxes, all public charges and assessments to be adjusted to day of sale. Cash deposit of $300 required at sale.

SETH H. LINTHICUM, Assignee.
n-2

Filed 17th January 1945

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 13, 1944

We hereby certify, that the annexed

Assignee's Sale

Ernest E. Riggs

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 3 day of November, 1944. The first insertion being made the 19 day of October, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. White

No. MG 6286

LIBER 72 PAGE 387

(1)

Seth H. Linthicum

Assignee

vs.

Ernest E. Riggs

and wife

IN THE

Circuit Court

—OF—

~~BALTIMORE CITY~~

Anne Arundel County

To The Honorable
Judge of the Circuit Court of Baltimore City:

The Report of Sale of Seth H. Linthicum, Assignee

~~Trustee appointed by the decree~~ in the above entitled cause, to make sale of

leasehold property situated on the Northeast side of Charles Road being lot 6 and ½ of lot 5 on Plat 3 of Linthicum Heights, in North Linthicum

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, ~~as prescribed by said decree~~, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in

Maryland Gazette

Anne Arundel County

~~daily~~ newspaper published in ~~Baltimore City~~, for more than three successive weeks preceding the day of sale, said ~~Trustee~~ Assignee did pursuant to said notice on Friday the 3rd day of November 1944 at 4 o'clock P M., attend on the premises and then and there sold the aforesaid leasehold property to Carl F. Kross and Erna Kross his wife at and for the sum of twelve hundred dollars subject to the first mortgage of $3370.62 with interest to date and also subject to a ground rent of $79.00 annually, cash upon ratification of the sale

Filed-Nov. 9th 1944

Seth H. Linthicum

Seth H. Linthicum
Assignee

State of Maryland, ~~City~~ County of Baltimore, Sct:

I Hereby Certify, That on this 8th day of November 1944 before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore aforesaid, personally appeared Seth H. Linthicum, Assignee ~~Trustee~~, 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,

Mary H Bacon
Notary Public.

MARY H BACON

6

ORDER NISI

LIBER 72 PAGE 388

(2)

Seth H. Linthicum,
Assignee,

versus

Ernest E. Riggs &
Florence M. Riggs,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8800, Equity

Filed Nov. 9th 1944

Ordered, this Ninth day of November, 1944, That the sale of the property mentioned in these proceedings made and reported by Seth H. Linthicum, Assignee Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of December next.

The report states that the amount of sales to be $1200.00

John H. Hopkins, 3rd. Clerk.

True Copy,

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

(3)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1945

We hereby certify, that the annexed Order Nisi

Eq. 8800

Ernest E. Riggs

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 11 day of December, 1944 The first insertion being made the 16 day of November, 1944

THE CAPITAL-GAZETTE PRESS, INC.

By H White

ORDER NISI

In the Circuit Court for Anne Arundel County
No. 8800 Equity

SETH H. LINTHICUM, Assignee
vs
ERNEST E. RIGGS and FLORENCE M. RIGGS, His Wife

Ordered, this Ninth day of November, 1944, that the sale of the property mentioned in these proceedings made and reported by Seth H. Linthicum, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the
11TH 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 11th day of December next.

The report states that the amount of sales to be $1200.00.

JOHN H. HOPKINS, 3RD, Clerk.

True copy.
Test: JOHN H. HOPKINS, 3RD, Clerk
n-30

No. MG 41 6617

8

(Final Order)

Seth H. Linthicum,
Assignee,

versus

Ernest E. Riggs & wife

LIBER 72 PAGE 389
IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of January, 19 45 — that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Rigby Mitchell
C. J.

Seth H. Linthicum Assignee	:	No. 8800 Equity
	:	In The
VS.	:	Circuit Court
	:	For
Ernest E. Riggs and Florence M. Riggs, his wife	:	Anne Arundel County

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Sarah Louise Linthicum, by James C. Morton, Jr., her solicitor, respectfully shows:

1. That a sale of the mortgaged real estate in this proceeding was made on November 3, 1944, at and for the sum of Twelve Hundred ($1200.00) Dollars;

2. That the net proceedings of said sale are believed to be in excess of the mortgated claim and expenses incident to the said sale;

3. That your petitioner was awarded judgment in the Circuit Court for Anne Arundel County on January 10, 1947, against the said Ernest E. Riggs, and wife, in the amount of Two Hundred and Five ($205.00) Dollars, current money, with interest from the 1st day of August, 1944, and costs of suit. A certified copy of said judgment and a receipted bill for court costs are attached hereto, as petitioner's exhibit "A", and prayed to be taken as a part hereof.

WHEREFORE, your petitioner prays this Honorable Court to direct the auditor, in stating her account in this case, to allow the judgment claim of your petitioner according to its legal priority and subject to all proper exceptions.

James C. Morton, Jr.
Solicitor for Petitioner

Filed April 11, 1947.

16

Filed April 14, 1947

ORDERED this 14 day of April, 1947, on the foregoing Petition by the Circuit Court for Anne Arundel County, IN EQUITY, that the Auditor in stating her account in this case is directed to allow the judgment claim of the Petitioner according to its legal priority and subject to all proper exceptions.

Judge

PETITIONER'S EXHIBIT "A"

LIBER 72 PAGE 392
No. 447

In the Circuit Court for Anne Arundel Co.

Law ..... Term, 19

Filed 11th April 1947

Sarah Louise Linthicum

VS.

Ernest E. Riggs

Florence M. Riggs his wife

1947 Jany 10th Narr, note and order to enter Judgment by confession fd.

1947 Jany 10th Judgment by confession in favor of the Plaintiff for the sum of Two hundred and five dollars ($205.00) current money with interest from the 1st day of August 1944 and costs of suit

Summons Issued _____

Mr. James C. Morton Jr, Attorney for Plaintiff.

Mr. Seth H. Linthicum, Attorney for Defendant

copy $1.00 paid by J.C.M. Jr.

Plaintiff's Cost $ 11.15

Defendant's Cost $5.00

True Copy:—Test John N. Hopkins 3rd Clerk.

State of Maryland,

Anne Arundel County, Sct.:

I Hereby Certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 11th day of April 19 47

John N. Hopkins 3rd

Clerk of the Circuit Court for Anne Arundel County.

In the Case of

Seth H. Linthicum,
Assignee
vs.
Ernest E. Rigga
and Wife

In the
Circuit Court
For
Anne Arundel County
No. 8800 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

Filed 23rd July 1947

July 17, 1947.

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

12
13
15

Dr. Seth H. Linthicum, Assignee, vs. Ernest E. Riggs and Wife in ac.

To Assignee for Commissions, viz:			66	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	15	00		
Capital-Gazette Press - Order Nisi (Sale)	5	00		
Capital-Gazette Press - Order Nisi (Acct.)	5	00		
Glenns Falls Indemnity Co. - bond premiums for the years 1944, 1945 and 1946	30	00		
T. C. W. Hobbs Co., Inc. - auctioneer	15	00		
Clerk of Court - recording assignment		75		
One-half Federal revenue stamps		83		
One-half State revenue stamps		60		
Mary H. Bacon - notary fees		50	72	68
To Assignee for Benefit Charges, viz: Anne Arundel County Sanitary Commission-water service charge 9/1/44-11/1/44			3	00
To Seth H. Linthicum, Attorney, Assignee of mortgage - in full for mortgage claim filed			868	00
To Sarah Louise Linthicum - this balance to apply on judgment claim, as per Order of 4/14/47, as follows:			152	57
Principal $205.00				
Interest from 8/1/44 to 8/1/46 36.90				
Costs 16.15				
$257.05				
			1,200	00

with Seth H. Linthicum, Assignee Cr.

1944			
Nov.	5	Proceeds of Sale	1,200 00
			1,200 00

LIBER 72 PAGE 396

ORDER NISI

Seth H. Linthicum,

Assignee

VERSUS

Ernest E. Riggs

and Wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8800 Equity.

Filed July 23rd 1947

ORDERED, This 23rd day of July, 19 47, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

John H. Hopkins 3rd. Clerk

In the Circuit Court for Anne Arundel County

Filed May 23rd 1952

ORDERED BY THE COURT, this 23rd day of May, 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, A. J.

ORDER NISI

In the Circuit Court for Anne Arundel County.
No. 8800 Equity

Seth H. Linthicum, Assignee
vs.
Ernest E. Riggs & wife

Ordered this 23rd day of July, 1947. That the Report and Account of the Auditor, filed this day in the above entitled cause.

Be ratified and confirmed, unless cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

John H. Hopkins, 3rd, Clerk

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

This is to certify that the above copy appeared in the Maryland Gazette on the days specified. Sworn to this 21st day of May, 1952.

Julie L. Franck
Notary Public.

No. MG

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 21, 1952

We hereby certify, that the annexed Order Nisi

No. 8800 Equity

Seth H. Linthicum

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1951. The first insertion being made the 31st day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

Filed May 23rd 1952

LIBER 72 PAGE 397

IN EQUITY NO. 8167

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

ROBERT W. OGLE,
ASSIGNEE

VS.

JAMES E. CHAPMAN
LETITIA CHAPMAN his wife.

ORIGINAL MORTGAGES AND ORDER TO DOCKET SUIT and COMPLAINANT'S EXHIBITS A AND B

Mr. Clerk: Please docket the above styled foreclosure suit and the two original mortgages within and Assignments thereon, as well as a third mortgage herewith as "Complainant's Exhibit A" and Assignment of the said Mortgage filed herewith as "Complainant's Exhibit B".

Robert W. Ogle
ROBERT W. OGLE, ASSIGNEE

Filed April 8" 1941.

ROBERT WERNTZ OGLE
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

MORTGAGE FEE—COUNTY.

This Mortgage, Made this first day of July,

in the year nineteen hundred and twenty five, by and between James E. Chapman and Letitia Chapman, his wife, hereinafter called parties of the first part, and Robert L. Werntz, hereinafter called party of the second part, all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the first part are justly indebted to the party of the second part in the full and just sum of Twelve Hundred Dollars ($1200.00), representing the balance unpaid on a mortgage given by them to the said party of the second part, on the sixth day of July, nineteen hundred and twenty three, and recorded in Liber W.N.W., No. 60, Folio 203 &c., and

WHEREAS the said parties of the first part have borrowed additionally the sum of Eight Hundred Dollars ($800.00) from the said party of the second part and are justly indebted to him for that sum in full; and, as evidencing the same have passed unto him their joint and several promissory note, of even date herewith, for the said sum payable two years after date, with interest at six per cent, payable semi-annually; as well as their four other promissory notes, of even date therewith payable in six, twelve, eighteen, and twenty-four months after date, to secure the said interest thereon to accrue; and

WHEREAS it was a condition precedent to the granting of said loan, that this Mortgage should be executed for the purpose of more effectually securing the payment of said note, and interest thereon to accrue at the time limited for the same,

NOW therefore this Mortgage WITNESSETH:

That for and in consideration of the premises and of the sum of Five Dollars ($5.00), the said parties of the first part do hereby grant and convey unto the said party of the second part, his successors and assigns, as follows: All of those two lots of land that are more fully described in the said Mortgage heretofore referred to and recorded in Liber W.N.W., No. 60, Folio 203 &c., the said lots being designated, in the said Mortgage, under the captions "FIRST", and "SECOND", the lot designated in the said Mortgage under the caption "THIRD" having been released from the effect of the said mortgage since the execution thereof.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of Robert L. Werntz, party of the second part, his heirs and assigns, forever.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Eight Hundred Dollars ($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 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 either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said

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

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

AND the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Dollars ($2,000.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee his personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

Edith C. Wolfangle

James E. Chapman (SEAL)

Letitia Chapman (SEAL)

(SEAL)

(SEAL)

LIBER 72 PAGE 400

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this first day of July, in the year nineteen hundred and twenty five before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James E. Chapman and Letitia Chapman, his wife,

the Mortgagors named in the aforegoing Mortgage and did, each, acknowledge the aforegoing Mortgage to be their act. At the same time also appeared Robert L. Werntz, the mortgagee named in the aforegoing mortgage and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

Edith C. Wolfangle
Notary Public.

FOR VALUE RECEIVED, I hereby assign the within Mortgage to Robert W. Ogle for the purpose of foreclosure.

WITNESS my hand and seal this 18th day of March, 1941

WITNESS:
Mildred M. Jenkins

David S. Jenkins (SEAL)
David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz

MORTGAGE

FROM
James E. Chapman
Letitia Chapman

TO
Robert L. Werntz

BLOCK NO.

Received for Record July 9, 1925, at 2 o'clock P.M. Same day recorded in Liber W.H.W. No. 108 Folio 209 &c., one of the Land Records of Anne Arundel examined per [illegible] Clerk.

Cost of Record, $3.40

Paid

The Daily Record Company Print, Baltimore, Md.

MORTGAGE FEE—COUNTY.

This Mortgage,

Made this seventh day of July, in the year nineteen hundred and twenty three, by and between James E. Chapman and Letitia Chapman, his wife; hereinafter called parties of the first part, and Robert L. Werntz, hereinafter called party of the second part; all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the first part are justly indebted to the said party of the second part, in the full and just sum of Sixteen Hundred ($1600.00) dollars, and as evidencing the same have passed unto the said party of the second part, their joint and several promissory note for said sum of even date herewith, and payable two years after date with interest at six per cent, payable semi-annually; as well as their four other promissory notes of even date therewith, payable in six, twelve, eighteen and twenty-four months after date, to secure said interest thereon to accrue.

AND whereas it was a condition precedent to the granting of said loan, that this Mortgage should be executed for the purpose of more effectually securing the payment of said note, and interest thereon to accrue at the time limited for the same.

NOW therefore this Mortgage WITNESSETH:

That for and in consideration of the premises and of the sum of Five ($5.00) dollars, the said parties of the first part do hereby grant and convey unto the said party of the second part, his successors and assigns, as follows: FIRST: All of that lot of land situated on the West side of South Street in the City of Annapolis, Maryland; and being the identical property conveyed unto James E. Chapman and Wife, by Charlotte C. Ridgley and husband, by deed dated 3rd day of July, nineteen hundred and twenty three, and recorded, or intended to be recorded immediately prior hereto, and in said deed more particularely described.

SECOND: All of that lot of land situated in the City of Annapolis, Maryland; being the same property conveyed unto James E. Chapman and Wife, by Wiley H. Bates, by deed dated July 3, 1923; and recorded or intended to be recorded immediately prior hereto, and in said deed more particularely described.

THIRD: All of that lot of land situated in the City of Annapolis, Maryland; being the identical property conveyed unto James E. Chapman and Wife, by Margaret Revell, by deed dated January 6, 1920; and recorded in W. N. W. No. 24, folio 494, one of the land record books of Anne Arundel County, and

Filed April 8, 1941

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in said deed more particularely described.

Received for Record 8 day of April 1941, at 3-20 o'clock M and the same day recorded in Liber J.W.B., No. 60, Fol. 205, Land Records of Anne Arundel County.
[signature] Clerk.

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

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Sixteen Hundred ($1600.00) 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 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 either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said

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

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

AND the said Mortgagors, for themselves, their 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 Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, his 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:

Elinore G. Trouet

James R. Chapman (SEAL)

Letitia Chapman (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this sixth day of July, in the year nineteen hundred and twenty three, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James E. Chapman and Letitia Chapman, his wife,

the Mortgagors, named in the aforegoing Mortgage and did, each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Eugene P. Childs, the Attorney named in the Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notorial. Elinore G. Girault
Notary Public.

ELINORE G. GIRAULT NOTARY PUBLIC FOR ANNE ARUNDEL COUNTY

~~For value received I hereby release the within mortgage to the extent of four hundred ($400.00) dollars reserving however a lien for the balance of twelve hundred ($1200.00) dollars.~~

~~Witness my hand and seal this 21st day of May 1924.~~

~~Witness: Eugene P. Childs~~ ~~Robert L. Werntz~~ (seal)

MORTGAGE

FROM

James E. Chapman and Letitia Chapman, his wife.

TO

Robert L. Werntz.

BLOCK NO.

Received for Record 7 July, 1923, at 10-30 o'clock A M. Same day recorded in Liber 2 No. 60 Folio 203 &c., one of the Land Records of Anne Arundel County examined per Wm. A. Woodward Clerk.

Cost of Record, $3.70 Paid

Daily Record Co. Print, Baltimore, Md.

For value received I hereby assign the within mortgage to and unto Robert W Ogle for the purpose of Foreclosure.

WITNESS my hand and seal this 18 day of March, 1941.

David S Jenkins (SEAL)
David S Jenkins, Trustee in the Matter of the Trust Estate of Robert L Werntz.

Witness: Ruby W. Chaney
Ruby W. Chaney

THIS MORTGAGE made this 13th day of November in the year 1925 by James E. Chapman and Letitia Chapman, his wife, parties of the first part of Anne Arundel County State of Maryland and Anthony Slama and Robert Werntz parties of the second part of Anne Arundel County, State of Maryland, Witnesseth:

WHEREAS: the said James E. Chapman and Letitia Chapman his wife parties of the first part and Anthony Slama and Robert Werntz parties of the second part are joint and several makers of a Promissory note dated the _ day of _ in the year 1925 for the sum of Three Thousand Five Hundred and Fifty, (3500) dollars payable to the Farmers National Bank of Annapolis six months after date, upon which said note the parties of the second part sustain to the parties of the first part the relative sureties, though as to the said bank the parties of the second and of the first part are joint and several makers of the said promissory note and jointly and severally liable therefor and, whereas, the said note was discounted by the said bank at the request of the parties of the first part, and the execution of these present to secure the payment thereof and to indemnify and save harmless the parties of the second part from any loss or damage in the premises by reason of their executing the said promissory note jointly and severally with the said parties of the first part was a condition precedent thereto.

Filed - April 8, 1941

NOW THEREFORE, in consideration of the sum of one (1) dollar the parties of the first part James E. Chapman and Letitia Chapman his wife, have bargained and sold and by these presents do grant and convey unto the said Anthony Slama and Robert Werntz their heirs, and assigns, in fee simple the following property namely:

All of those two tracts of land situated on South Street in the City of Annapolis, with the buildings and improvements thereon and described as follows:

FIRST: All that lot of ground situate in South Street in the City of Annapolis, which was conveyed to James E. Chapman and wife by Wiley H. Bates deed dated July 3, 1923, and recorded in W. N. W. No. 60 folio 200 and in said deed now particularly described.

SECOND: All that lot of land situated in South Street in the City of Annapolis which was conveyed unto James E. Chapman and wife by Charlotte C. Ridgely and husband, by deed dated July 5th, 1923, and recorded in W. N. W. No. 60 folio 201, and in said deed more particularly described.

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

TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the said Anthony Slama and Robert Werntz their heirs and assigns, in fee simple forever.

PROVIDED, however that if the said James E. Chapman, his wife shall pay or cause to be paid, take up or cause to be taken up the aforesaid note executed by the said James E. Chapman and Letitia Chapman his wife, and the said Anthony Slama and Robert Werntz in the Farmers National Bank dated the_ day of _ in the year 1925 and all renewals or substitutes therefor for the whole or any part thereof, when due and payable and shall indemnify and save harmless the said Anthony Slama and Robert Werntz from all and every loss, damage and expense to which they may be in any way subject to by reason of the said suretyship and shall pay or cause to be paid all discount, interest and expenses of every kind that may accrue upon said note, and all renewals or substitutes therefor, in while or in part or that may be incurred by said sureties in any suit or suits that may be institutes for the collection thereof, and shall perform all the covenants herein on the part of the parties of the first part to be

performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said parties of the first part shall be 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 and the aforesaid debt represented by said note and all renewals thereof and substitutes therefor in whole or in part aforesaid, the parties of the first part for themselves and for their heirs, executors and administrators hereby covenant to pay when legally demandable. But if default be made in the premises and in the payment of said note, or in renewal thereof, or substitutes thereof, in whole or in part, or in the payment of the discount or interest thereon, or any part of either one of them at the time limited for the payment of the same, or any agreement covenant or condition of this mortgage then the entire debt shall be due and demandable and it shall be lawful for the said administrators or assigns, or George B. Woelfel their attorney or agent at any time after such default, upon the request of the parties of the second part or either of them or of the said bank, to sell the hereby mortgages property, or so much thereof as may be necessary to reimburse the said sureties for any loss which they might incur by reason of their aforesaid suretyship and to pay what ever may remain due and owing on the said note or any renewals thereof or substitutes therefor, in whole or in part, or to pay the whole indebtedness to said bank and satisfy all costs incurred in making su sale & to grant to such purchaser or purchasers, his, her or their heirs and assigns and which sale shall be as follows, namely, upon giving twenty days notice of the time, place and manner and terms of sale in some newspaper printed in Anne Arundel County and such other notice as may be deemed expedient and in the event of a sale of the 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 an apperance fee and six per cent commission to the party making sale of said property and including the premium on any bond given in a duly authorized surety company by the personexercising the power of sale herein contained.

Second: To the payment of the amount remaining due on said note or any renewal thereof or substitutes thereof, in whole or in part, both for the principal discount, interest and cost and to the reimbursement of the said Anthony Slama and Robert Werntz for any and all loss or damage which they may have sustained or become liable for, by reason of their said suretyship.

Third: To the payment of any other note or notes or renewals thereof or substitutes therefor that may fall due and not be paid by the said parties of the first part, their executors, administrators and assigns until all the notes upon which said mortgagees or any of them are sureties for James E. Chapman and Letitia Chapman, his wife, and any and all other notes of the said parties of the first part due to the said bank or which the said bank may have discounted shall be fully paid and satisfied by the said parties of the first part.

Fourth: The surplus, if any, to pay over to the said Parties of the first part or to whomever may be entitled to the same.

And the said James E. Chapman and Letitia Chapman, his wife, for themselves, and for their executors and assigns do further covenant to insure, and pending the existence of this mortgage to keep insured the improvements on the mortgaged property to at least the amount of Three thousand five hundred and fifty (3550) dollars and to cause the policy to be effected thereon and to be so framed or endorsed as in case of fire to enure to the benefit of the said mortgagees to the extent of their lien or claim thereunder.

WITNESS the hand and seal of the said Mortgagors.

Test:

Mary M. Munroe.

James E. Chapman (Seal)

Letitia Chapman (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14th day of November in the year 1925, before the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared James E. Chapman and Letitia Chapman, his wife and acknowledged the aforegoing mortg - age to be their act. And now at the same time also personally app- eared Anthony Slama one of the within named mortgagees, and made oath in due form of law that the consideration set forth in the aforegoing mortgage is true and bona fide as therein set forth.

Witness my hand and seal notarial.

(Notarial Seal) Mary M. Munroe

Recorded November 20, 1925, 1 P.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify that the aforegoing Mortgage was truly taken and copied from Liber W .M.B. No. 17, folio 441, 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 18th day of March, A.D. 1941.

John H. Hopkins, 3d. Clerk

THIS DEED OF ASSIGNMENT, made this 18th day of March, 1941, by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz .

WITNESSETH, that in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, the said David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, does hereby grant and assign unto Robert W. Ogle for the purpose of foreclosure, all his right, title and interest in a certain mortgage made to Anthony Slama and Robert Werntz by James E. Chapman and Letitia Chapman, his wife, dated the 13th day of November, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 17, Folio 441; and also all his right, title and interest in the property described in said mortgage and in the mortgage debt intended to be secured thereby.

AS WITNESS my hand and seal the day and year first above written.

Test:
Mildred M. Jenkins

David S. Jenkins (SEAL)
DAVID S. JENKINS, Trustee in the Trust Estate of Robert L. Werntz

Filed - April 8 1941

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18th day of March, 1941 before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and he acknowledged the foregoing Deed of Assignment to be his act.

WITNESS my hand and Notarial Seal.

Rose Marie Reich
ROSE MARIE REICH, NOTARY PUBLIC

LIBER 72 PAGE 411

EAGLE INDEMNITY COMPANY

HEAD OFFICE NEW YORK

A STOCK COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Robert W. Ogle, Assignee.

as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of ue, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 21st day of May, Nineteen Hundred and Forty-one

Filed May 22, 1941

WHEREAS, by virtue of a power of sale contained in a mortgage from James E. Chapman and Letitia Chapman, wife to Robert L. Wemmtz bearing date on or about the 6th day of July Nineteen Hundred and 23 the said Robert W. Ogle, assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Robert W. Ogle, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Witness:

Lena Johnson

Robert W. Ogle (SEAL)

(SEAL)

EAGLE INDEMNITY COMPANY

By: Benjamin Wechsler

Attorney-in-fact.

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ROBERT W. OGLE, ASSIGNEE : EQUITY NO. 8167

VS. : IN THE CIRCUIT COURT FOR

JAMES E. CHAPMAN, et al : ANNE ARUNDEL COUNTY

:*:*:*:*:*:*:

Filed December 31, 1941

STATEMENT OF MORTGAGE CLAIM

Mortgage dated July 6, 1923.....	$1600.00	
Int. from July 6, 1923 to May 21, 1924.	85.07	
	$1685.07	
Less Credit May 21, 1924.....	400.00	
Bal.....	$1285.07	
Int. from May 21, 1924 to Apr. 8, 1941.	1301.99	
	$2587.06	
Less Credit..12/13/34 to 4/10/41.....	682.00	
	$1905.06	$1905.06
Mortgage dated July 1, 1925.....	$800.00	
Int. from July 1, 1925 to Apr. 8, 1941.	757.47	1557.47
Mortgage dated Nov. 13, 1925.....	$3500.00	
Int. from Nov. 13, 1925 to Apr. 8, 1941.	3235.17	6735.17
Total.....		$10197.70
Less Credit paid by George Woelfel Atty. Aug. 26, 1925		XXXXXXX
Less int. credit on payment 15 yr. 8 mos	200.00	
	188.00	388.00
		Bal due 9809.70

According to Tax Bills submitted:

County from 1936 to 1940	$273.77	
City from 1931 to 1939.....	$286.32	

Open Taxes:

1941.....	County.....	$45.19
1940.....	City.....	$35.57
1941.....	City.....	$33.47

According to Tax Bills submitted:

1936 to 1941.....	$57.30

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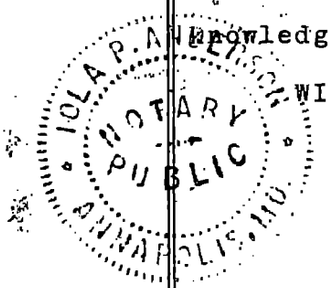
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit: LIBER 72 PAGE 413

I HEREBY CERTIFY, that on this 12th day of July, 1941, before me, the subscriber, a Notary Public of the State of Maryland, County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the within mortgage statement is true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Lola P. Gardner
NOTARY PUBLIC

Robert W. Ogle, Attorney-at-Law
Professional Bldg.,
21 West Street, Annapolis, Md.

Assignee's Sale

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

Situate in the Sixth Election District of Anne Arundel County, Maryland, at Annapolis, Known as No. 129 South Street.

Filed December 31, 1941

By virtue of the power and authority contained in a first mortgage from James E. Chapman and Letitia Chapman, his wife, dated July 6th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60, folio 203, and duly assigned to Robert W. Ogle for the purpose of foreclosure (default having occurred thereunder), and by virtue of the power and authority contained in a second mortgage from Jas. E. Chapman and Letitia Chapman, his wife, dated July 1st, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 108, folio 204, and duly assigned to Robert W. Ogle for the purpose of foreclosure (default having occurred thereunder), and by virtue of the power and authority contained in a third mortgage from James E. Chapman and Letitia Chapman, his wife, dated November 13th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. E. No. 17, folio 441, and duly assigned to Robert W. Ogle for the purpose of foreclosure (default having occurred thereunder), the undersigned Assignee will sell at public auction, at the Court House door, Annapolis, Anne Arundel County, Maryland, on

THURSDAY, MAY 22, 1941
AT 11:00 O'CLOCK A. M.,

the following property:

First:—All that lot of ground situate in South Street, in the City of Annapolis, which was conveyed to James E. Chapman and wife, by Wiloy H. Bates by deed dated July 3, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60, folio 200;

Second: All that lot of ground situate in South Street, in the City of Annapolis, whioh was conveyed unto James E. Chapman and wife by Charlotte C. Ridgely and husband, by deed dated July 5th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 60, folio 201.

This is valuable fee-simple property, and is improved by a two-story frame dwelling and outbuildings, in excellent condition.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per centum per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and other expenses to be adjusted as of the date of sale.

For further particulars apply to

ROBERT W. OGLE,
Assignee.

m-15

LIBER 72 PAGE 414 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 26, 1941

We hereby certify, that the annexed Assignee's Sale

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of May, 1941. The first insertion being made the 1st day of May, 1941.

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy Kriemann

Robert W. Ogle, Assignee	:	Equity No. 8167
Vs.	:	In the Circuit Court
James E. Chapman and	:	for
Letitia Chapman, his wife	:	Anne Arundel County

Filed May 22, 1941

To the Honorable, the Judges of said Court:

The Report of Sale of Robert W. Ogle, Assignee of David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, respectfully shows:

That after giving bond for the faithful discharge of his duties, which said bond was duly approved, and having given notice of the time, place, manner, and terms of said sale by advertisement inserted in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, for more than twenty days preceding the day of sale, the said Robert W. Ogle, Assignee, did, pursuant to said notice, on Thursday, May 22, 1941 at eleven o'clock a.m., sell at public auction at the Court House Door at Annapolis, Anne Arundel County, Maryland, the property described in said mortgages and more fully described and set forth in the attached advertisement of sale, to David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, as trustee, at and for the sum of Two Thousand Dollars, he being then and there the highest bidder.

Robert W. Ogle
Assignee

State of Maryland, Anne Arundel County, to wit:

This is to certify, that on this Twenty-second day of May, 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Robert W. Ogle, Assignee, in the above mentioned proceedings and mortgages, and made oath that the facts 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.

Lucille W. Huntsman
Notary Public

9

In the Case of

Robert W. Ogle, Assignee

vs.

James E. Chapman

and Wife

In the

Circuit Court

For

Anne Arundel County

To the Honorable, the Judges of said Court:

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

June 28, 1941

Filed

All of which is respectfully submitted. Laura K. Jackling

Auditor.

Dr. Robert W. Ogle, Assignee, vs. James E. Chapman and Wife in ac.

To Assignee for fee	10	00		
To Assignee for commissions	93	00	103	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - costs	17	00		
Auditor	9	00	36	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi on report of sale	5	00		
Capital-Gazette Press - order nisi on auditor's acct.	5	00		
Eagle Indemnity Co. - bond premium	12	00		
W. B. Elliott - auctioneer	10	00		
Clerk of Court - recording assignments	3	00		
Clerk of Court - recording deed of assignment	2	50		
Iola P. Anderson - notary fee		50		
Lucille H. Musterman - notary fee		50		
One-half Federal revenue stamps	1	10		
One-half State revenue stamps	1	00	70	60
To Assignee for Taxes, viz:				
1941 State and County taxes ($45.19-adj)	17	60		
1940 City taxes ($35.57 - adj)	31	81	49	41
To David S. Jenkins, Trustee Robert L. Werntz Estate, mortgagee - this balance on account mortgage claim			1,740	99
			2,000	00
Amount mortgage claim filed	9,809	70		
State and County taxes paid by mortgagee for years 1931- 1939, inc.	367	28		
City taxes paid by mortgagee	154	71		
Insurance premiums (1940 - $9.55; and 1941, adj - $2.93)	12	48		
	10,344	17		
Cr. Amount allowed as above	1,740	99		
Balance subject to decree in personam	8,603	18		

with Robert W. Ogle, Assignee Cr.

1941				
May	22	Proceeds of Sale	2,000	00
			2,000	00

Order Nisi

Robert W. Ogle,
Assignee

versus

James C. Chapman and
Letitia Chapman,
his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8167 Equity

Filed May 22, 1941

Ordered, this 22nd day of May, 1941, That the sale of the property mentioned in these proceedings made and reported by Robert W. Ogle, ~~Trustees~~, Assignee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of June next.

The report states that the amount of sales to be $2,000.00

John A. Hopkins, md Clerk.

~~True Copy~~,

LIBER 72 PAGE 419

OFFICE 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. 8167 Equity.
Robert W. Ogle, Assignee
versus
James E. Chapman and Letitia Chapman, His Wife.

Ordered, this 22nd day of May, 1941, that the sale of the property mentioned in these proceedings, made and reported by Robert W. Ogle, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

23RD 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 23rd day of June next.

The report states the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3RD, Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3RD, Clerk.

ju-12

Filed June 23, 1941

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1941

We hereby certify, that the annexed Order Nisi

Sale - Equity # 8167

Ogle - Chapman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of June, 1941. The first insertion being made the 28th day of May, 1941.

THE CAPITAL-GAZETTE PRESS, INC.

By L. L. French 12

M. G. 9870

Filed June 25, 1941.

(Final Order)

Robert W. Ogle,

Assignee

versus

James E. Chapman and Letitia Chapman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25 day of June, 19

that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Ridgely P. Melvin
Judge

13

LIBER 72 PAGE 420

NO. 9755 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate
Annapolis, Maryland

VS.

MILLARD F. WOOLF
2848 West North Avenue
Baltimore, Maryland

PAUL G. DITTRICH and
EMMA DITTRICH, his wife
Lafayette Market
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 524, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland

---

THOMAS P. McGUIRE
913 East Preston Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots Nos. 26 and 27, Section L, of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

GUY ZIMMERMAN
3310 Rhode Island Avenue
Mt. Rainier, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, Fifth Election District, Anne Arundel County, Maryland

---

CORDIE B. WALKER, Executrix of the estate of Francina Plett, deceased
Delta
York County, Pennsylvania

Filed Aug. 2" 1949

MARVIN I. ANDERSON, Ancillary administrator
c.t.a. of the estate of Francina Plett, deceased
Annapolis, Maryland
and
CORDIE B. WALKER
ROY D. SNYDER
JEMINA DODSON
LESSIE B. SCOTT
BENTON MOORE
T. EWELL PLETT
GOLDIE SCOTT
BLANCHE B. COLVIN
WINONA B. SNYDER, all legatees under the Last
Will and Testament of Francina Plett, deceased
all of Delta, York County, Pennsylvania

AND all persons having or claiming to have
any interest in the property known as
Lot No. 224, as shown on the plat of Pines
on the Severn, Third Election District,
Anne Arundel County, Maryland

:::::::

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That on or about the 14th day of October, 1947, the certificates of tax sale attached hereto and marked "Complainant's Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to it, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 743: All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section L, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G.W. Section 3, folio 193, and being the same property which was conveyed to Thomas P. McGuire by the Workman's Cooperative Realty Company by deed dated

August 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 72, folio 402, and assessed on the date of the collector's sale to Thomas P. McGuire, whose last known address was 913 East Preston Street, Baltimore, Maryland. The amount due on the day of sale was $27.50.

B. Certificate No. 744: All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 224, as shown on the plat of Pines on the Severn dated May 5, 1924, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and being the same property which was conveyed to Francina Plett by Samuel Nixdorff by deed dated December 15, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 175, folio 485, and assessed on the date of the collector's sale to Francina Plett Estate, whose last known address was Delta, York County, Pennsylvania. The amount due on the day of sale was $24.37.

C. Certificate No. 745: All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 524, as shown on the plat of Pines on the Severn dated July 15, 1922, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and also the use in common with others of the roads extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lots of ground designated as community lots on said plat, and all water and riparian rights incident thereto, and being the same property which was conveyed to Millard F. Woolf by The Pines Company, Incorporated, by deed dated March 7, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 52, folio

121, and being also the same property which was conveyed by Millard F. Woolf to Paul G. Dittrich and Emma Dittrich, his wife, by way of mortgage dated November 6, 1929, and recorded among the aforesaid Land Records in Liber F.S.R. No. 67, folio 121, which mortgage is still unreleased, and assessed on the date of the collector's sale to Millard F. Woolf, whose last known address was 1102 Mercantile Trust Building, Baltimore, 2, Maryland, and whose present address is No. 2848 West North Avenue, Baltimore, Maryland. The amount due on the day of sale was $19.89.

D. Certificate No. 749: All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 350, formerly recorded in Plat Book W.N.W. No. 1, Section 4, folio 350, and being the same property which was conveyed to Guy Zimmerman by the United Realty and Home Builders Corporation by deed dated July 19, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 107, folio 155, and assessed on the date of the collector's sale to Guy Zimmerman, whose last known address was No. 4316 - 21 Street, N. E., Washington, D. C., and whose present address is 3310 Rhode Island Avenue, Mt. Rainier, Maryland. The amount due on the day of sale was $5.25.

The said lots as above described are the identical lots of ground less particularly described in the aforesaid collector's certificates.

THIRD: That according to the equity, law and land records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainant prays for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of each property. A copy of this bill of complaint has been mailed to each of the aforesaid respondents at their respective addresses.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 14, 1947, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainant under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The complainant prays the court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

ATTEST:

R. Harry Arnold

R. Harry Arnold, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Weems R. Duvall

Weems R. Duvall, President

Albert J. Goodman

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Weems R. Duvall, President of the County Commissioners of Anne Arundel County, a body corporate, the complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

LIBER 72 PAGE 425

745

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to A. A. Co. Commissioners at public auction for the sum of 19 Dollars and 89 Cents, of which ..... Dollars has been paid as a deposit on the property in 3rd Dist. described as Lot V-24 Pines on Severn

and assessed to Millard F. Rudolf

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 15-1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1947

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~ Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, ~~County Treasurer~~ and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 1949

LIBER 72 PAGE 426

743

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ... County Treasurer ....., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to A. A. C. Commissioners at public auction for the sum of 27 Dollars and 50 Cents, of which ..... Dollars has been paid as a deposit on the property in 3rd Dist. described as Lots 26-27 Sec 2 Glen Burnie Heights

and assessed to Thos. J. McGuire

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 15-1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1947

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 1949

LIBER 72 PAGE 427

749

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to A. R. Co. Commissioners at public auction for the sum of 5 Dollars and 25 Cents, of which ____ Dollars has been paid as a deposit on the property in 5th Dist. described as Lt. 11 Blk L. Arundel Manor

and assessed to Guy Zimmerman

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 15-1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1947

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland and acknowledged the aforegoing certificate to be his act.
County Treasurer

Witness my hand and seal Notarial,

Katharine N. McCutchan
Notary Public.

My Commission Expires May 1949

LIBER 72 PAGE 428

744

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to A. A. Co. Commissioners at public auction for the sum of 24 Dollars and 37 Cents, of which ..... Dollars has been paid as a deposit on the property in 3rd Dist described as Lt. 224 Pines on Severn

and assessed to Francisco Plats, Est.

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 15-1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 1947

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. (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,

Katharine H. McCutchan
Notary Public.

My Commission Expires May 1949

5-

ALBERT J. GOODMAN, Solicitor
Annapolis, Maryland

NO. EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate
Annapolis, Maryland

VS.

MILLARD F. WOOLF
2848 West North Avenue
Baltimore, Maryland

PAUL G. DITTRICH and
EMMA DITTRICH, his wife
Lafayette Market
Baltimore, Maryland

AND ALL PERSONS having or claiming to have any interest in the property known as Lot No. 524, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland

---

THOMAS P. McGUIRE
913 East Preston Street
Baltimore, Maryland

AND ALL PERSONS having or claiming to have any interest in the property known as Lots Nos. 26 and 27, Section L, of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland

---

GUY ZIMMERMAN
3310 Rhode Island Avenue
Mt. Rainier, Maryland

AND ALL PERSONS having or claiming to have any interest in the property known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, Fifth Election District, Anne Arundel County, Maryland

---

CORDIE B. WALKER, Executrix of the estate of
Francina Plett, deceased
Delta
York County, Pennsylvania

Filed August 2, 1949

MARVIN I. ANDERSON, Ancillary administrator
c.t.a. of the estate of Francina Plett, deceased
Annapolis, Maryland
and
CORDIE B. WALKER
ROY D. SNYDER
JEMINA DODSON
LESSIE B. SCOTT
BENTON MOORE
T. EWELL PLETT
GOLDIE SCOTT
BLANCHE B. COLVIN
WINONA B. SNYDER, all legatees under the Last Will and Testament of Francina Plett, deceased
all of Delta, York County, Pennsylvania

AND ALL PERSONS having or claiming to have any interest in the property known as Lot No. 224, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland

:::::::

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fifth Election Districts of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the complainant in this proceeding:

A. All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section L, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G.W. Section 3, folio 193, and being the same property which was conveyed to Thomas P. McGuire by the Workman's Cooperative Realty Company by deed dated August 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 72, folio 402.

B. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 224, as shown on the plat of Pines on the Severn dated May 5, 1924, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and being the same property which was conveyed to Francina Plett by Samuel Nixdorff by deed dated December 15, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 175, folio 485.

C. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 524, as shown on the plat of Pines on the Severn dated July 15, 1922, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and also the use in common with others of the roads extending from Chase Creek to the

Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lots of ground designated as community lots on said plat, and all water and riparian rights incident thereto, and being the same property which was conveyed to Millard F. Woolf by The Pines Company, Incorporated, by deed dated March 7, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 52, folio 121.

D. All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 350, formerly recorded in Plat Book W.N.W. No. 1, Section 4, folio 350, and being the same property which was conveyed to Guy Zimmerman by the United Realty and Home Builders Corporation by deed dated July 19, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 107, folio 155.

The bill states, among other things that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 2nd day of August, 1949, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 7th day of October, 1949, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John N. Hopkins 3rd.
Clerk

LIBER 72 PAGE 432

No. 9755 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate,

VS

MILLARD F. WOOLF
2848 West North Avenue
Baltimore, Maryland

PAUL G. DITTRICH, and
EMMA DITTRICH, his wife,
Lafayette Market,
Baltimore, Maryland,

And all persons having or claiming to have any interest in the property known as Lot No. 524, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland,
et. al.

ANSWER TO BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now comes Millard F. Woolf in his own right and in answer to the Bill of Complaint To Foreclose Equity of Redemption, says:

First: Answering paragraph one of said Bill, this respondant admits the matters and facts contained therein.

Second: Answering paragraph two, this respondant says that he was the owner of the property described in Certificate No. 745 up until the same was sold for taxes and other charges and that the description of said property contained in said Certificate No. 745 is correct and that the same was conveyed by him to Paul Dittrich and Emma Dittrich, his wife, by way of mortgage as set out in said certificate which mortgage is still unreleased and that the amount

Filed Oct. 6, 1949.

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of taxes, etc.
/due on the day of sale was $19.89, This respondant further says that the references in said certificate to his title and to the mortgage from him to Paul G. Dittrich and wife are correct as therein stated. That said lot as above described is the lot of ground less particularly described in the aforesaid collector's certificate No. 745.

Third: Answering the Third paragraph, this respondant says that according to the land records of Anne Arundel County that title to said lot is still vested in him and the said mortgage in Paul G. Dittrich and Emma Dittrich, his wife.

Fourth: That this respondant admits that he has not redeemed said property although more than one year and one day from the date of sale have expired.

Fifth: Answering the Fifth paragraph this respondants say that he was duly summoned and received a copy of the Bill of Complaint

Sixth: Answering the Sixth paragraph this respondant says he has no special interest therein.

Seventh: Answering the Seventh paragraph of said Bill of Complaint, this respondant says that he desires to redeem the said property and that he is ready, willing and able to pay the necessary sums required to redeem the same and that he is ready, willing and able to pay the sum as set out after the description of this property, to wit: $19.89, with interest from October 14, 1947, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainant under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland. And this respondant stands ready to deposit with this Honorable Court such sums as may be necessary in order for him to redeem said property.

Eighth: This respondant brings to the attention of this Honorable Court the information that he on September 24, 1949, addressed a letter to the County Commissioners of Anne Arundel County, Court House, Annapalis, Maryland, advising them of his intention to redeem Lot No. 524 as shown on the plat of Pines on the Severn, Third District, Anne Arund-

el County, of which he was the owner and requesting the amount of costs to do so but has never received a reply to his letter. To this respondant this would seem to indicate either inefficienty in the conduct of the duties in the office of the County Commissioners or a total disregard for the interest of the owners of property in Anne Arundel County in matters of this kind. A copy of the above mentioned letter is herewith offered as an exhibit. That not having received a reply to the above mentioned letter, this respondant came to Annapolis on Saturday, October 1st., for the purpose of getting the amount necessary to redeem the above mentioned lot and redeeming same that day and after spending quite some time in the County Commissioners' Office and the Tax Department was advised that the charges against said lot in that office amounted to approximately $32.00 but that he would have to go to see Albert J. Goodman, Solicitor, and get the charges he had in his office against said lot, such as for advertisement, etc. in these proceedings. That your respondant thereupon went to see Mr. Goodman to obtain these other charges but Mr. Goodman advised that he could not give them to me then, but would mail them to me. This respondant relyimg on Mr. Goodman's word then left his office. That this respondant has never received the necessary amount to redeem said lot either from the office of the County Commissioners of Anne Arundel County or from Albert J. Goodman, Solicitor, although as will appear he has made every effort so far to obtain the same. Conditions like this in public office are to say the least deplorable when allowed to exist in matters of this kind which are sometimes of the utmost importance to some property owners.

Ninth: This respondant finally prays the court to pass an order allowing him to redeem said above mentioned property upon payment of all necessary and required expenses and charges to redeem said property by him and that the County Commissioners of Anne Arundel County be required to execute and deliver all necessary papers and instruments to effect a redemption of said property by your respondant.

And as in duty bound, etc.

Millard F. Woolf

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 6 day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Millard F. Woolf, Respondant, and made oath in due form of law that the matters and facts set forth in the forgoing ANSWER are true to the best of his knowledge and belief.

As Witness my hand and Notarial seal.

Carmela F. Woolf.
Carmela F. Woolf, Notary Public

ORDER

UPON THE AFOREGOING ~~XXXXXXXXXXXX~~ ANSWER AND AFFIDAVIT TO THE BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION, it is ordered this 8th day of October, 1949, by the Circuit Court for Anne Arundel County that Millard F. Woolf be allowed to redeem all that property known as Lot No. 524, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland, more particularly described in Certificate 745 of the Bill of Complaint upon payment of all necessary and required expenses and charges to redeem said property. ~~And that the County Commissioners of Anne Arundel County be and are required to execute and deliver to Millard F. Woolf all necessary papers and struments to effect a redemption of said property by him.~~

Benjamin Michaelson
A. J.

Filed Oct. 8" 1949.

LIBER 72 PAGE 436

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY	:	NO. 9755 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
MILLARD F. WOOLF, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO REISSUE SUMMONS

Mr. Clerk:

Please reissue summons for Thomas P. McGuire, one of the respondents in the above-entitled case, who resides at No. 913 East Preston Street, Baltimore, Maryland.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant

Filed Oct. 10, 1949

No. 9755 Equity
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY,
a body corporate, Annapolis, Maryland.
vs.
MILLARD F. WOOLF, 2818 West North Avenue, Baltimore, Maryland;
PAUL G. DITTRICH and EMMA DITTRICH, his wife, Lafayette Market, Baltimore, Maryland,
AND all persons having or claiming to have any interest in the property known as Lot No. 524, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland.

THOMAS P. McGUIRE, 913 East Preston Street, Baltimore, Maryland,
AND all persons having or claiming to have any interest in the property known as Lots Nos. 26 and 27, Section L. of Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland.

GUY ZIMMERMAN, 3310 Rhode Island Avenue, Mt. Rainier, Maryland,
AND all persons having or claiming to have any interest in the property known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, Fifth Election District, Anne Arundel County, Maryland.

CORDIE B. WALKER, Executrix of the estate of Francina Plett, deceased, Delta, York County, Pennsylvania;
MARVIN I. ANDERSON, Ancillary Administrator, c.t.a., of the estate of Francina Plett, deceased, Annapolis, Maryland, and
CORDIE B. WALKER, ROY D. SNYDER, JEMINA DODSON, LESLIE B. SCOTT, BENTON MOORE, T. EWELL PLETT, GOLDIE SCOTT, BLANCHE D. COLVIN, WINONA B. SNYDER, all legatees under the Last Will and Testament of Francina Plett, deceased, all of Delta, York County, Pennsylvania,
AND all persons having or claiming to have any interest in the property known as Lot No. 224, as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third and Fifth Election District of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the complainant in this proceeding:

A. All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section L, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G.W., Section 3, folio 193, and being the same property which was conveyed to Thomas P. McGuire by the Workman's Cooperative Realty Company by deed dated August 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R., No. 72, folio 402.

B. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 224, as shown on the plat of Pines on the Severn dated May 5, 1924, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and being the same property which was conveyed to Francina Pleet by Samuel Nixdorff by deed dated December 15, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M No. 175, folio 485.

C. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 524, as shown on the plat of Pines on the Severn dated July 5, 1922, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 3, and also the use in common with others of the roads extending from Chase Creek to the Baltimore and Annapolis Boulevard, and also the use in common with others entitled thereto of the lots of ground designated as community lots on said plat, and all water and riparian rights incident thereto, and being the same property which was conveyed to Millard F. Woolf by The Pines Company, Incorporated, by deed dated March 7, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 52, folio 121.

D. All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 11, Block L, as shown on the plat of Arundel Manor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-9, Plat 350, formerly recorded in Plat Book W.N.W. No. 1, Section 4, folio 350, and being the same property which was conveyed to Guy Zimmerman by the United Realty and Home Builders Corporation by deed dated July 19, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 107, folio 155.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 2nd day of August, 1949, by the Circuit Court of Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 7th day of October, 1949, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd. Clerk.

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

a-25

No 9755 Equity

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

LIBER 72 PAGE 437

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 17, 1949

We hereby certify, that the annexed Eq# 9755 Order of Publication Millard F. Woolf

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of September, 1949 The first insertion being made the 4th day of August, 1949

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed Oct. 10, 1949

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	NO. 9755 EQUITY
	:	IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS P. McGUIRE, et al.	:	ANNE ARUNDEL COUNTY

:::::::

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, who, being duly sworn according to law, deposed and said as follows:

FIRST: That he is the solicitor for the complainant in the above-entitled case.

SECOND: That before filing the bill of complaint in said case, an effort was made to determine the proper addresses of the above-named respondents and whether or not they were deceased.

THIRD: That the last address of the respondent, Thomas P. McGuire, was reported as No. 913 East Preston Street, Baltimore, Maryland.

FOURTH: That writs of summons issued for him on August 2, 1949, and October 10, 1949, were both returned "non est." That on October 10, 1949, he addressed a letter to the said Thomas P. McGuire, calling his attention to the pending suit; but that no reply was received from him. That a copy of said letter is attached hereto and marked "Affiant's Exhibit No. 1." That under the provisions of Section 90F, Article 81, of the Code, said respondent is deemed served by the order of publication issued out of this Court in the premises.

FIFTH: That the last address of the respondent, Guy Zimmerman, was reported as 3310 Rhode Island Avenue, Mt. Rainier, Maryland. That said respondent was returned "summoned" by the Sheriff of Prince George's

Filed 23 Nov., 1949.

County.

SIXTH: That the last address of the respondent, Cordie B. Walker, Executrix of the Estate of Francina Plett, deceased, was reported as Delta, York County, Pennsylvania.

SEVENTH: That the last address of the respondent, Marvin I. Anderson, Ancillary Administrator c.t.a. of the said estate, was reported as Annapolis, Maryland. That said respondent was returned "summoned" by the Sheriff of Anne Arundel County.

EIGHTH: That the last address of the respondent, Roy D. Snyder, was reported as Delta, York County, Pennsylvania.

NINTH: That the last address of the respondent, Jemina Dodson, was reported as Delta, York County, Pennsylvania.

TENTH: That the last address of the respondent, Lessie B. Scott, was reported as Delta, York County, Pennsylvania.

ELEVENTH: That the last address of the respondent, Benton Moore, was reported as Delta, York County, Pennsylvania.

TWELFTH: That the last address of the respondent, T. Ewell Plett, was reported as Delta, York County, Pennsylvania.

THIRTEENTH: That the last address of the respondent, Goldie Scott, was reported as Delta, York County, Pennsylvania.

FOURTEENTH: That the last address of the respondent, Blanche B. Colvin, was reported as Delta, York County, Pennsylvania.

FIFTEENTH: That the last address of the respondent, Winona B. Snyder, was reported as Delta, York County, Pennsylvania.

SIXTEENTH: That registered letters, enclosing copies of the complainant's bill of complaint, were mailed to each of the aforesaid non-resident respondents on August 4, 1949, receipts for which were returned to the complainant by Cordie B. Walker, Roy D. Snyder, T. Ewell Plett, Blanche B. Colvin, and Winona B. Snyder. These receipts are attached hereto and marked "Affiant's Exhibit No. 2." That the letter addressed

to Jemina Dodson was returned marked "deceased"; that the letter addressed to Lessie B. Scott was returned marked "not at Delta, Pa."; that the letter addressed to Benton Moore was returned marked "deceased"; that the letter addressed to Goldie Scott was returned marked "not at Delta Pa." These letters are attached hereto and marked "Affiant's Exhibit No. 3." That he does not know of any better address for these said respondents.

SEVENTEENTH: That no action has been taken by any of the respondents named in this affidavit; and he, therefore, assumes they are not interested in opposing said suit.

Albert J. Goodman

Albert J. Goodman, Affiant

Grace R. Hartge

Grace R. Hartge, Notary Public

LIBER 72 PAGE 441

October 10, 1949

Mr. Thomas P. McGuire
913 East Preston Street
Baltimore, Maryland

Dear Mr. McGuire:

Will you please communicate with me immediately upon receipt of this letter?

I filed a suit in the local court to foreclose your equity of redemption in Lots Nos. 26 and 27, Section L, of Glen Burnie Heights, which were purchased by the County Commissioners at tax sale.

You may wish to redeem these lots by paying all accrued taxes and other costs provided by law. If so, you should act at once.

Very truly yours,

Albert J. Goodman

AJG:H

Form 3811
Rev. 1-4-40

RETURN RECEIPT

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

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 194_

U. S. GOVERNMENT PRINTING OFFICE 16—15421

LIBER 72 PG. 442

Form 3811
Rev. 1-4-40

RETURN RECEIPT

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(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 194_

U. S. GOVERNMENT PRINTING OFFICE 16—12421

Form 3811
Rev. 1-4-40

RETURN RECEIPT

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(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 194_

U. S. GOVERNMENT PRINTING OFFICE 16—12421

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Rev. 1-4-40

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Date of delivery _____, 194_

U. S. GOVERNMENT PRINTING OFFICE 16—12421

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(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 194_

U. S. GOVERNMENT PRINTING OFFICE 16—12421

LIBER 72 PAGE 443

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	NO. 9755 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS P. McGUIRE, et al.	:	ANNE ARUNDEL COUNTY

:::::::

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, Maryland, and the above-named respondents having failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

IT IS THEREUPON, this 23d day of November, 1949, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against the respondents, Thomas P. McGuire; Guy Zimmerman; Cordie B. Walker; Executrix of the Estate of Francina Plett, deceased; Marvin I. Anderson, Ancillary Administrator c.t.a. of the Estate of Francina Plett, deceased; Cordie B. Walker; Roy D. Snyder; Jemina Dodson; Lessie B. Scott; Benton Moore, T. Ewell Plett; Goldie Scott; Blanche B. Colvin; and Winona B. Snyder.

Benjamin Michaelson
Judge

Filed Nov. 23" 1949.

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No. 9755 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate,

VS

MILLARD F. WOOLF
2848 West North Avenue
Baltimore, Maryland

PAUL G. DITTRICH and
EMMA DITTRICH, his wife,
Lafayette Market,
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 524, as shown on the plat Pines on the Severn, Third Election District, Anne Arundel County, Maryland, et. al.

Nov. 28 1949.

Filed

PETITION FOR THE REDEMPTION OF LOT NO. 524, PINES ON SEVERN

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Millard F. Woolf, in his own right, respectfully shows:

First: That the property known as Lot No. 524, as shown on the plat Pines on the Severn, Third Election District, Anne Arundel County, Maryland, and more particularly described in the Bill of Camplaint filed in these proceedings and of which your complainant was the owner, was sold for taxes on or about October 14, 1947, by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to the Commissioners of Anne Arundel County for non-payment of taxes for the year 1947 and prior years, for the sum of $19.89.

Second: That a Bill of Complaint to foreclose the right of redemption was filed by the County Commissioners of Anne Arundel County on or about August 2, 1949.

Third: That this respondent now desires to exercise his right of redemption as set forth in Section 89-B, Section 89-C and Section 89-D of Article 81 of the Annotated Code of Maryland, (1947 Accumulative Supplement).

Fourth: That the amount necessary for the redemption of said property as ascertained by this respondent, Millard F. Woolf, after a most diligent and determined effort to secure the proper amounts, and in every instance, this respondent was referred to Mr. Albert J. Goodman, Solicitor for the County Commissioners of Anne Arundel County, is as follows:

12

Amount of Sale for taxes on October 14, 1947,	$19.89
Interest on the above amount from October 14, 1947, to November 30, 1949,	2.56
1948 Taxes	3.83
1949 Taxes	3.98
Anne Arundel County Sanitary Commission bills against Lot No. 524 Block No. 8, Pines of Severn as follow:	
1946 Sanitary Charges	10.19
1947 " "	5.77
1948 " "	5.35
1949 " "	4.93
Clerk of the Circuit Court	6.50
Pro-rata share of appearance fee	1.25
Sheriff of Baltimore City	2.00
Pro-rata share of advertising	19.75
Fee for title search	10.00
Notary Fee	.50
	$96.50

Wherefore your petitioner prays that this Honorable Court may pass an order fixing the amount necessary for the redemption of said property in accordance with the provisions of Section 89-B, Section 89-C and 89-D of Article 81 of the Annotated Code of Maryland (1947 Accumulative Supplement)

Millard F. Woolf
Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, this 25th day of November, in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City, aforesaid, personally appeared MILLARD F. WOOLF, the petitioner in the aforgoing petition and he acknowledged the matters and facts set forth therein to be true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial seal.

Carmela F. Woolf
Notary Public

ORDER

UPON THE AFOREGOING PETITION AND AFFIDAVIT, it is this 28th day of November, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that JOSEPH H. GRISCOM, SR., Treasurer of Anne Arundel County, be and he is hereby authorized to accept the sum of NINETY-SIX DOLLARS AND FIFTY CENTS ($96.50) as the amount necessary for the redemption of said proerty set forth in the aforegoing petition and known as Lot No. 524 as shown on the plat of Pines on the Severn, Third Election District, Anne Arundel County, Maryland.

Benjamin Michaelson
Judge

CONSENT

The plaintiff admits that the amount set forth in the aforegoing Petition is the amount necessary for the redemption of the aforesaid property and consents to the passage of the aforegoing order.

Solicitor for Plaintiff

LIBER 72 PAGE 447

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate	:	NO. 9755 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
THOMAS P. McGUIRE, et al.	:	ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered by the Court; and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1947 Supplement),

IT IS THEREUPON, this 30th day of December, 1949, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

FIRST: That all rights of redemption of the respondents, Thomas P. McGuire; Guy Zimmerman; Cordie B. Walker, Executrix of the Estate of Francina Plett, deceased; Marvin I. Anderson, Ancillary Administrator c.t.a. of the Estate of Francina Plett, deceased; Cordie B. Walker; Roy D. Snyder; Jemina Dodson; Lessie B. Scott; Benton Moore; T. Ewell Plett; Goldie Scott; Blanche B. Colvin; and Winona B. Snyder, or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on the 14th day of October, 1947, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple to said property free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject), is hereby vested in the complainant.

Filed Dec. 30, 1949.

THIRD: That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accuring subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the complainant.

FOURTH: That the complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY. No. 9795

EX PARTE, : PETITION FOR THE
IN THE MATTER OF : APPOINTMENT OF TRUSTEES
THE ESTATE OF : FOR MARY W. F. SPEERS.
MARY W. F. SPEERS, An Incompetent, :

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Kathryn W. Cox and Charlotte W. Main Respectfully shows unto your Honor:-

1. That your Petitioner Kathryn W. Cox resides at Severna Park Anne Arundel County, State of Maryland. That she and Members of her Family have known both Mary W. F. Speers and R. Jennie Speers, hereinafter referred to, as far back as she can remember. That your Petitioner Charlotte W. Main is a Member of the Bar of Baltimore City, knew the late R. Jennie Speers in her lifetime and has some knowledge of the Estate that is amount of the Estate left by the said R. Jennie Speers - now deceased.

2. That R. Jennie Speers, late of the City of Baltimore, State of Maryland, departed this life at The Union Memorial Hospital, Baltimore, Maryland, March 24, 1949 - intestate, unmarried and without issue - leaving an Estate of both real and personal property. She left surviving her as her only heir-at-law and next-of-kin her Sister - Mary W. F. Speers.

3. That on March 28, 1949, the Orphan's Court of Baltimore City granted Letters of Administration upon the Estate of R. Jennie Speers unto W. Leslie Prout, a Member of the Bar of Baltimore City; and thereafter said Court passed an Order identifying her as being one and the same person as Margaret J. Speers and as Margaretta J. Speers. - deceased.

4. That the Estate of R. Jennie Speers consists of:-

a. Cash in the sum of about Fifteen Hundred Dollars - subject to debts against the Estate of about Seven Hundred Dollars

Filed Sept. 27 1949.

and subject to the costs of Administration.

b. A Tract of land, that is scattered land comprising about five acres of un-cleared land sub-divided into building lots situate at Earleigh Heights in the Third Election District of Anne Arundel County, State of Maryland.

c. Contents of a Safe Deposit Box rented by the said R.Jennie Speers on or about June in the year 1942 in the names of Margaretta J. Speers and Mary W. F. Speers with the entry "access by either or the survivor".

5. That on December 2, 1936, Mary W. F. Speers, the Sister, the only heir-at-law and next-of-kin of the said R. Jennie Speers, deceased, was adjudged insane by the Probate Court of Wayne County, State of Michigan, case Number 235328, Liber 2059 folio 533 - a photostatic copy of said Decree being filed herewith, marked "PETITIONERS' EXHIBIT NO. 1" and prayed to be taken as part hereof.

6. That in said Decree the name "Mary W. Spears" is used,but your Petitioners have no doubt she is one and the same person as Mary W. F. Speers, Sister of R. Jennie Speers, deceased. That the said Mary W. F. Speers is presently confined in The Ypsilanti State Hospital, Ypsilahti, Washtenaw County, State of Michigan.

7. That there is no one to take charge of the real estate, afore said,to pay taxes thereon and to conserve same; nor can the contents of the Safe Deposit Box, aforesaid, be ascertained; nor can the aforesaid Administrator file an Administration Account until a Trustee or Trustees are appointed for the said Mary W. F. Speers.

TO THE END THEREFORE:-

1. That this Honorable Court appoint a Trustee or Trustees for the said Mary W. F. Speers and her Estate.

MAY IT PLEASE YOUR HONOR to grant unto your Petitioners an Order of Publication to Mary W.F.Speers, residing at The Ypsilanty he

2

State Hospital, Ypsilanti, Washtenaw County, State of Michigan, addressed warning her to be and appear in this Honorable Court in person or by Solicitor on or before a day certain therein named to answer the premises and to abide by and perform such Decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Kathryn W. Cox
Kathryn W. Cox

Charlotte W. Main
Charlotte W. Main, Petitioners.

Charles W. Main
Charles W. Main, Solicitor for Petitioners.

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

I HEREBY CERTIFY, That on this 24 day of September, 1949 before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Kathryn W. Cox, who is known to me, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated to the best of her knowledge, belief and information.

WITNESS my hand and Notarial Seal.

Elsie W. Halsted
NOTARY PUBLIC.
ELSIE W. HALSTED

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

I HEREBY CERTIFY, That on this 22nd day of September, 1949, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City, aforesaid, personally appeared Charlotte W. Main, who is known to me, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated to the best of her knowledge, belief and information.

WITNESS my hand and Notarial Seal.

Dorothy V. Burch
NOTARY PUBLIC.
Dorothy V. Burch

LIBER 72 PAGE 452

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY. No. 9795

EX PARTE, :

IN THE MATTER OF :

THE ESTATE OF :

MARY W. F. SPEERS, An Incompetent. :

ORDER OF PUBLICATION.

The object of this Proceeding is to obtain the appointment of Trustees for Mary W. F. Speers and her estate. The Petition states that Mary W. F. Speers is the Sister, only heir-at-law and next-of-kin of R. Jennie Speers, also known as Margaret J. Speers and as Margaretta J. Speers, late of the City of Baltimore State of Maryland.-who died leaving both real and personal property, consisting of some $1500.00 subject to debts of about $700.00 and to the costs of Administration; about five acres of uncleared, unimproved land sub-divided into building lots situate in the Third Election District of Anne Arundel County and contents of a Safe Deposit Box not yet ascertained. That Mary W.F. Speers was on December 2, 1936 adjudged insane by the Probate Court of Wayne County, State of Michigan and is presently confined in The Ypsilanti State Hospital, Ypsilanti, Michigan. That there is no one to take charge of said real estate, to pay taxes thereon and conserve same; nor can contents of Safe Deposit Box be ascertained; nor can the Administrator file his Administration Account until a Trustee or Trustees are appointed by this Honorable Court for the said Mary W.F. Speers and her estate.

It Is Thereupon Ordered by The Circuit Court for Anne Arundel County, In Equity this 27" day of September, 1949, That Kathryn W. Cox and Charlotte W. Main, Petitioners by causing a copy of this Order to be inserted in some weekly newspaper published in Anne Arundel County once in each of 4 successive weeks before the 4" day of November, 1949, give notice to the absent Mary W.F. Speers of the object and substance of this Petition, warning her to be and appear in this Court in person or by Solicitor on or before the 19" day of November, 1949, to show cause if any she may have why a Decree should not be passed as prayed.

John H. Hopkins, 3rd. Clerk.

Filed Sept. 27. 1949.

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LIBER 72 PAGE 453

STATE OF MICHIGAN, } ss.
County of Wayne }

#235328

LIBER 2059 PAGE 533

K52—8801—8[illegible]36

At a session of the Probate Court for said County of Wayne, held at the Probate Court Room in the City of Detroit, on the 2nd day of December in the year one thousand nine hundred thirty-six

Present Joseph A. Murphy Judge of Probate

IN THE MATTER OF MARY W. SPEARS, an insane person.

This being the adjourned day for hearing the petition of Alan Canty alleging that Mary W. Spears is insane, and praying that she may be admitted to the YPSILANTI STATE HOSPITAL or ELOISE HOSPITAL, or to some other suitable hospital or asylum in the State of Michigan, due notice of the hearing thereof having been given as required by law and as directed by this Court and it appearing to the Court upon filing certificates, taken under oath, of two legally qualified physicians appointed by this Court to make the required examination of said person, and after a full investigation of said matter without the verdict of a jury, that said Mary W. Spears is insane and a fit person for care and treatment in an asylum or institution for the care of the insane, that she has not acquired a legal settlement in the County of Wayne, nor in any other County in said State of Michigan, and that said petitioner was legally competent to make said petition.

IT IS ORDERED that said MARY W. SPEARS be admitted to the Ypsilanti State Hospital, as a public patient, at the expense of the State of Michigan.

xxxxxx xxxxxx

Joseph A. Murphy
Judge of Probate.

EXEMPLIFICATION OF RECORD (DOUBLE) LIBER 72 PAGE 454 K-35-1285-10M-1-49..

STATE OF MICHIGAN } ss.
County of Wayne }

PROBATE COURT FOR SAID COUNTY

I, Joseph F. O'Sullivan Deputy Probate Register for said County and acting as Clerk of said Probate Court, do hereby certify, that I have compared the foregoing copy of Order dated December 2, 1936 admitting ward to hospital as a public patient as more fully set forth in said order, in the matter of the estate of, MARY W. SPEARS, an Insane Person.

with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of such original record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Probate Court, at Detroit this fifth day of July A. D. 1949

Joseph F. O'Sullivan
Deputy Probate Register.

STATE OF MICHIGAN } ss.
County of Wayne }

PROBATE COURT FOR SAID COUNTY

I, William F. Cotter one of the Judges of the Probate Court aforesaid, do hereby certify that Joseph F. O'Sullivan who signed the foregoing Certificate, is a Deputy Probate Register for said County, and that the foregoing Exemplification of Record is authenticated in due form.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Probate Court, at Detroit this fifth day of July A. D. 1949

William F. Cotter
Judge of Probate.

Filed Sept. 27 1949

Exams. Exhs 1-14

No. 9795 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY. No. 9795

EX PARTE,	:	
IN THE MATTER OF	:	PETITION FOR APPOINTMENT OF COUNSEL FOR
THE ESTATE OF	:	MARY W. F. SPEERS.
MARY W. F. SPEERS, An Incompetent.	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of W. Leslie Prout, Administrator of the Estate of R.Jennie Speers, Deceased, Respectfully shows unto your Honor:-

1. That heretofore, to wit:- on March 28, 1949, The Orphan's Court of Baltimore City granted unto your Petitioner Letters of Administration upon the Estate of Margaret J. Speers, deceased, a Certified Copy of said Letters being filed herewith, marked "PETITIONER'S EXHIBIT A", and prayed to be taken as part hereof; and that thereaf- The Orphan's Court of Baltimore City passed an Order identifying Margaret J. Speers as being one and the same person as R. Jennie Speers and as Margeretta J.Speers, a Certified Copy of said Order being filed herewith, marked "PETITIONER'S EXHIBIT B", and prayed to be taken as part hereof.

2. That your Petitioner is advised and believes, that Mary W. F. Speers having been adjudged insane by the Probate Court of Wayne County, State of Michigan, all as set out in a Petition heretofore filed herein for the appointment of Trustees for her and her Estate - that the said Mary W. F. Speers should have Counsel to protect her interests in said Proceedings, and your Petitioner Respectfully suggests that this Honorable Court appoint some Member of the Bar of Anne Arundel County as Counsel for Mary W. F. Speers and her Estate.

AND AS IN DUTY BOUND, ETC.

W. Leslie Prout

W.Leslie Prout, Petitioner-Administrator.

W. Leslie Prout

W.Leslie Prout, Solicitor for Petitioner.

Filed Sept. 30. 1949.

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

I HEREBY CERTIFY, That on this 29th day of September, 1949, before me, the Subscriber, a Notary Public of the State of Maryland in and for the City, aforesaid, personally appeared W. Leslie Prout and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated.

WITNESS my hand and Notarial Seal.

Sylvan Hurwitz

Sylvan Hurwitz, Notary Public.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, :

IN THE MATTER OF :

THE ESTATE OF :

MARY W. F. SPEERS, An Incompetent. :

ORDER.

Upon the Aforegoing Petition and Affidavit and in pursuance of the Provisions of Article 16 Section 138 of the 1939 Code of Public General Laws of the State of Maryland, It Is this 30th day of September, One Thousand Nine Hundred and Forty-Nine, ORDERED BY THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, IN EQUITY, That Wilson G. Dodd, Jr. a Member of the Bar of Anne Arundel County, State of Maryland, be and he is hereby appointed Counsel for Mary W. F. Speers and her Estate to look after and protect her interests and the interests of her Estate in the above entitled Proceedings now pending in this Court.

Benjamin Michaelson
Asst.

Filed Sept. 30" 1949.

LIBER 72 PAGE 458

"PETITIONER'S EXHIBIT A."

108. Every executor shall, within thirteen months from the date of his administration, pay said tax on distributive shares and legacies in his hands, and on failure to do so he shall forfeit his commissions. After the expiration of said thirteen months the Orphans' Court shall not entertain any petition or other proceeding for the re-appraisement or revaluation of any property making up such distributive shares or legacies, or the modification of any appraisement thereof theretofore made.

Maryland, Sc.

The State of Maryland.

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE, that Margaret J. Speers

late of Baltimore City, deceased, hath died intestate, Administration of all goods, chattels, credits and personal Estate of the said Deceased is hereby granted and committed unto

W. Leslie Prout

who is appointed Administrator of said Deceased.

LEO J. CUMMINGS, ESQ

Witness, [redacted]

Chief Judge of the Orphans' Court of Baltimore City, this 28th day of March in the year of our Lord nineteen hundred and forty-nine

TEST:

John H. Bouse

Register of Wills for Baltimore City

Edna Exh #2 JDS

2000 8-44

66

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LIBER 72 PAGE 459

"PETITIONER'S EXHIBIT B".

IN THE ORPHAN'S COURT OF BALTIMORE CITY.

IN THE MATTER OF

THE ESTATE OF

MARGARET J. SPEERS, Deceased.

ORDER

Upon the Petition and Affidavit, It Is This 13th day of April, 1949, ORDERED BY THE ORPHAN'S COURT OF BALTIMORE CITY, That W. Leslie Prout, Administrator of the Estate of Margaret J. Speers - identified as being one and the same person as R. Jennie Speers and Margaretta Jane Speers, deceased, be and he is hereby authorized to sell the chattels belonging to said Estate at Public or Private Sale for the highest price obtainable; and if sold at Private Sale for not less than the appraised values.

LEO J. CUMMINGS
SAMUEL LASCH
DULANY FOSTER

Judges:

In Testimony. That the aforegoing is a true copy taken from one of the Records of the proceedings of the Orphans' Court of Baltimore City. I hereunto subscribe my name and affix the seal of the said Court, the 18th day of July in the year of our Lord nineteen hundred and forty nine.

TEST:

John H. Bouse

Register of Wills for Baltimore City.

2000 7-43

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 6705 Equity
EX PARTE, IN THE MATTER OF
THE ESTATE OF MARY W. F.
SPEERS, An Incompetent.
ORDER OF PUBLICATION

The object of this Proceeding is to obtain the appointment of Trustees for Mary W. F. Speers and her estate. The Petition states that Mary W. F. Speers is the Sister, only heir-at-law and next-of-kin of R. Jennie Speers, also known as Margaret J. Spears and as Margaretta J. Speers, late of the City of Baltimore State of Maryland, who died leaving both real and personal property, consisting of some $1500.00 subject to debts of about $700.00 and to the costs of Administration; about five acres of uncleared, unimproved land sub-divided into building lots situate in the Third Election District of Anne Arundel County and contents of a Safe Deposit Box not yet ascertained. That Mary W. F. Speers was on December 2, 1936 adjudged insane by the Probate Court of Wayne County, State of Michigan and is presently confined in The Ypsilanti State Hospital, Ypsilanti, Michigan. That there is no one to take charge of said real estate, to pay taxes thereon and conserve same; nor can contents of Safe Deposit Box be ascertained; nor can the Administrator file his Administration Account until a Trustee or Trustees are appointed by this Honorable Court for the said Mary W. F. Speers and her estate.

It is Thorcupon Ordered by The Circuit Court for Anne Arundel County, In Equity this 27th day of September, 1940, That Kathryn W. Cox and Charlotte W. Main, Petitioners by causing a copy of this Ordor to be inserted in some weekly newspaper published in Anne Arundel County once in each of 4 successive weeks before the 4th day of November, 1940, give notice to the absent Mary W. F. Speers of the object and substance of this Petition, warning her to be and appear in this Court in person or by Solicitor on or before the 10th day of November, 1940, to show cause if any she may have why a Decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd. Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd. Clerk.
o-10

No. MG. 3060

LIBER 72 PAGE 460 OFFICE O

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov 8, 19 49

We hereby certify, that the annexed

Order of Publication

of

Mary W. F. Speers

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 November, 1949. The first insertion being made the 29th day of September, 1949

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Nov 21 1949

EX PARTE	:	No. 9795 EQUITY
IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE ESTATE OF	:	FOR
MARY W. F. SPEERS, An Incompetent	:	ANNE ARUNDEL COUNTY

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

ANSWER TO THE PETITION FOR APPOINTMENT OF TRUSTEES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Mary W. F. Speers, an incompetent, by Winson G. Gott, Jr., her duly appointed solicitor, to the Petition herein filed praying for the appointment of Trustees for her and her estate, respectfully represents unto your Honor:

That being an incompetent she can neither admit nor deny the allegations in said Petition and therefore submits her rights to the protection of this Honorable Court.

And, as in duty bound, etc.

Winson G. Gott

Winson G. Gott, Jr.
Solicitor for Mary W.F.Speers,
an incompetent

Filed Dec. 1st. 1949.

LIBER 72 PAGE 462

IN THE MATTER OF THE	*	NO. 9795 EQUITY
	*	IN THE
ESTATE OF MARY W. F. SPEERS,	*	CIRCUIT COURT
	*	FOR
An Incompetent,	*	ANNE ARUNDEL COUNTY

* * * * * * * *

PETITION FOR APPOINTMENT OF SPECIAL STENOGRAPHER AND ORDER THEREON

* * * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kathryn W. Cox and Charlotte W. Main respectfully shows unto Your Honors:

1. That on December 21, 1949, testimony of two witnesses in this cause was taken before Mrs. Juliet D. Strahorn, Court Stenographer.

2. That your petitioners now desire to take the testimony of other witnesses before an Examiner but that Mrs. Strahorn is not now Court Stenographer and that there is at the present time no official Court Stenographer before whom the testimony may be taken and by whom it can be transcribed.

WHEREFORE, your petitioners pray:

That this Court pass an Order appointing a Special Stenographer to take the testimony in this cause.

And as in duty bound, etc.,

C. Nathaniel Dorsey
Solicitor for Petitioners

O R D E R

UPON the aforegoing Petition, it is this 26th day of January, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Laura R. Jickling be, and she is hereby, appointed a Special Stenographer for the purpose of taking down and transcribing the testimony in this case.

Benjamin Michaelson
Judge

Filed Jany. 25, 1950.

Filed Jany. 26, 1950.

1/4

1/2

In the Matter of the Estate of Mary W. F. Speers, an Incompetent.

No. 9795 Equity. Circuit Court for Anne Arundel County.

Testimony on behalf of Petitioner.

December 21st, 1949.

Filed Feby. 15th 1950.

PRESENT:-

Mr. Osborne Duvall, Solicitor for Petitioner.

Mr. Winson G. Gott, Guardian-ad-litem for Incompetent.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Mr. R. Harry Arnold,----2 to 3

. Leslie Prount,-------4 to 6

Mr Clerk:- Please filed:- John S. Strahorn
Examiner.

COSTS:-

JDS------$15.00 Paid by Mr. Prount
JSS------$ 8.00 Paid by Mr. Prount

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Mr. R. Harry Arnold, Clerk to the Board of County Commissioners of Anne Arundel County, Maryland, being first duly sworn, deposes and says:-

(Duvall)

1. State your name and residence?

A. R. Harry Arnold, Glenburnie, Maryland.

2. Did you know R. Jennie Speers in her life time?

A. Yes, knew her for a number of years since my youth.

3. Did you know her parents and brothers and sisters?

A. Yes.

4. Will you name the parents and children?

A. I cannot say I remember the first names.

5. Solomon P. Speers would you know that?

A. I know he had a son by that name.

6. Do you know the mother's first name?

A. The mother was Margaretta B. Speers, I cannot say I knew her very well.

7. How many children were there?

A. Jennie, Solomon, Louis and I were great buddies, Mary was the youngest, and I went to school with Solomon,

8. Which are living at the present time?

A. None of them are living far as I know, Jennie was the last one, I have not seen her since but I heard she was dead.

9. Do you know if Solomon, Jr. is dead?

A. I don't know,-he disappeared.

10. Do you know if Louis is dead?

A. I know he is, I saw him dies, that was somewhere around 1888 or 1890.

11. Did he leave any heirs?

A. No. We were boys together.

12. Do you know whether Solomon, Jr. left any heirs?

A. He did not far as I knew him last.

/7

13. Do you know of your own personal knowkedge whether Mary W. F. Speers is incompetent? And that she is condfined in a Hospital in Michigan?

A. No, I heard she was dead, I don't know that.

14. Do you know if the person you knew as "Jennie" was known by any other name than "Jennie Speers"?

A. No, everybody called her "Miss Jennie". The other three I went to school with but she was older.

15. When did you last hear from Solomon P. Speers, Jr.?

A. I could not say exactly but we were just the same age, I would say fifty years ago, I would say over forty years ago.

16. Was he married at the time you knew him?

A. I never heard of it.

17. Do you know where Solomon was living the last time you heard of him?

A. The last time I heard of him he was living with the old folks on the Severn River, they had a sand bank on the Severn River which they operated.

18. What was the last you heard about Mary W. F. Speers?

A. I did hear she was dead, I have not heard anything special from her for years.

19 Do you know where she went when she left Anne Arundel County?

A. I don't remember now where she went.

No Cross Examination.

****** Exhibits filed as follows:

DECREE of Probate Court Wayne County State of Michigan Case No. 235328 filed as Petitioner's Exh. No. 1.

To the general question under the rule the witness sais:-
I cannot say I really know anything more except what I have said.

HRA R. Harry Arnold

W. Leslie Prout, a witness oflawful age, being first duly sworn, deposes and says:-

(Duvall)

1. State your name, address and occupation?

A. W. Leslie Prout, 618 Court Square Bldg., Baltimore, Md. I am an attorney.

2. Was Jennie Speers a client of yours?

A. From 1942 to the time of her death last March (1949)

3. Did you know Mary W. F. Speers?

A. I had never seen her.

4. When did Jennie Speers die?

A. March 24th, 1949, intestate, unmarried and without issue.

5. Have Letters of Administration been granted to you on her estate?

A. Yes, by the Orphans Court for Baltimore City last March 28th, 1949.

6. Is a certified copy of those letters filed with this Petition?

A. Yes, they are filed in the papers, now filed as Exam. Exh.2

7. Did you make an investigation ofnthe assets of the estate of Jennie Speers as Administrator?

A. Yes.

8. What assets have you located?

A. I have collected $1455.89 at the present time. I have paid out $712.91. There is one itemdue her estate of $53.85 and another item of $95.80 I hope to collect. Those two items and also there are some costs of administration.

9. Is there any real estate?

A. Yes, there are about five acres of uncleared, unimproved land in the Third District of Anne Arundel County, that is sub-divided into building lots, see plat Cabinet No.1, Rod 2, plat14 on the Land Records files in Anne Arundel County.

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10. Was there any property in a Safe Deposit box mentioned in Paragraph 4-C of the Petition?

A. Yes, there is a Safe Deposit Box opened by Miss Jennie E. Speers June 1942 in the First National Bank in the name of Margaretta J. Speers and Mary W. F. Speers, the card read "Access by either or survivor".

11. Do you know who Margaretta J. Speers was or is?

A. Margaretta J. Speers in the neighborhood where she lived, 1520 Eutaw Place, was known as Margaret J. Speers, she had a Bank account in The ~~Capital~~ Equitable Trust Company, Liberty street Branch as Margaret J. Speers, and she had a Safe Deposit Box in the name of Margaretta J. Speers, and the land she owned at Earleigh Heights was acquired by her in 1893 in the name of R. Jennie Speers and upon presentation of these facts to the Orphans Court of Baltimore City passed an Order identifying Margaret J. Speers as being one and the same person as Margaretta Jane Speers and as R. Jennie Speers, and Margaretta Jane Speers, a certified copy of said Order dated the 13th day of April, 1949 is filed herewith and is a part of Exhibit No. 2.

Then we found among the effects of R. Jennie Speers, deceased, some silverware with initials M.W.F.S. and I am holding this for the Trustee for Miss Mary when they are appointed as the initials are the same initials of the party in this case.

12. Are you able to indentify the silverware more particularly?

A. I don't remember the number of pieces but it was very unique.

I want to offer in evidence this letter from Dr. D.R. Yoder dated November 22nd, 1949, he is Medical Superintendent of the Ypsilanti State Hospital. The letter is offered to show as far as it will be accepted by this Court, to show that Mary W. F. Speers was living as of that date, with envelope attached.

13. The Decree committing the person we believe to be Mary W. F. Speers gives the name "Mary W. Speers"?

A. Yes.

14. Do you know whether she is one and the same person?

A. I found among the effects of R. Jennis Speers, letters received from Mary W. F. Speers written from Ypsilanti, Mich. I have written myself to Mary W. F. Speers at that Hospital.

15. How were those letters signed?

A. Mary W. F. Speers.

16. Do you know Kathryn W. Cox who resides at Severna Park?

A. Yes.

17. Do you know Charlotte W. Main? Is Miss Main a member of the Bar?

A. Yes.

18. In your opinion is Kathryn W. Cox a proper person to be appointed one of the Trustees for Mary W. F. Speers?

A. Yes. Miss Kathryn W. Cox and her mother are the only family in Anne Arundel County I ever heard R. Jennie Speers ever talk about, and I am sure that either Miss Kayhrin W. Cox or her mother are the only living persons Mary W. F. Speers would have any confidence in.

19. Do you feel that Charlotte W. Main is a person qualified to be co-trustee?

A. Yes, she is qualified, and Miss Main knew R. Jennie Speers in her life time. I don't know that she knew her very well, but of all people I know who knew her who are qualified to be Trustee Miss Main is the only one I know who knew Miss Jennie.

No. Cross Examination.

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

A. Miss Kathryn W. Cox, the Petitioner asking to be appointed one of the Trustees, has known Miss Jennie and Miss Mary, all of her, Kathryn's life.

W.L.P. W. Leslie Crowe

Exhs #3 Post Card filed Jos.
Exh. # 4 Post Card filed Jos.

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

Witness my hand and seal this 14th day of February 1950.

Jno S Graham (Seal)
Examiner.

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SARATOGA 5684

LIBER 72 PAGE 470

LAW OFFICES

W. LESLIE PROUT

618 COURT SQUARE BUILDING

LEXINGTON AND CALVERT STREETS

BALTIMORE 2. MD. December 21st, 1949.

Mr. John S. Strahorn, Examiner,
Annapolis, Md.

Dear Mr. Strahorn:- In Re. Estate of Mary W.F. Speers.

As noticed in the testimony today Miss Mary is in The Ypsilanti State Hospital under the name of Mary W.Spears. I had intended bringing with me to offer in evidence the two enclosed postals:- 1. a postal from Miss Mary W.F.Speers from Ypsilanti to Miss M.-- J.Speers same dated March 20, 1949. 2. A postal written by Miss Mary W.F. Speers to me dated March 31, 1949 - my idea being to show by the postals that Miss Mary W.F.Speers is the same person as the Mary W.Spears at Ypsilanti State Hospital, Michigan. Would you mind asking Mrs. Strahorn to add them as exhibits, and oblige

Respectfully yours,

W. Leslie Prout

W. LESLIE PROUT
ATTORNEY AT LAW
618 COURT SQUARE BUILDING
LEXINGTON AND CALVERT STREETS
BALTIMORE 2, MD.

Mr. John S. Strahorn,
Attorney-at-Law,
Annapolis,
Anne Arundel County, Md.

2 3

LIBER 72 PAGE 471

Ypsilanti State Hospital
YPSILANTI, MICH.

O. R. YODER
MEDICAL SUPT.

J. E. BURNETT
STEWARD

G. MENNEN WILLIAMS
GOVERNOR

November 22, 1949

W. Leslie Prout
Attorney at Law
618 Court Square Building
Lexington and Calvert Streets
Baltimore 2, Md.

My dear Mr. Prout:

In regard to your letter of November 18, 1949 I would like to tell you about Mary W. Spears who is a patient in this hospital.

Her condition remains essentially the same. She is very delusional, believes she is being held here illegally, threatens to have the Medical Superintendent and her ward physician imprisoned for the rest of their lives and at times is somewhat irritable and uncooperative.

She is in need of the following articles of clothing:

3 slips, size 36
3 prs. panties, size large
3 " hose, " 9-1/2

Since she refuses to wear cotton dresses, we suggest that you send rayon slips and panties, and nylon hose.

Very truly yours,

O. R. Yoder

Medical Superintendent

IAL S

(Exp. Ev. 3 J. 49)

RETURN IN 10 DAYS TO
BOX A
YPSILANTI, MICHIGAN

YPSILANTI NOV 22 1949 MICH.

U.S. POSTAGE PERMIT METER No. 5083 3 CENTS PAID 3

W. Leslie Prout
Attorney at Law
618 Court Square Building
Lexington and Calvert Streets
Baltimore, 2, Md.

LIBER 72 PAGE 472

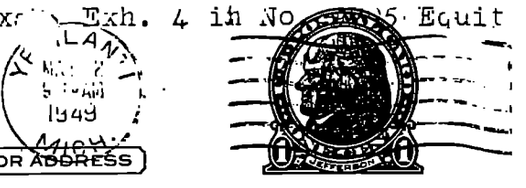
Filed as Exam. Exh. 3 in 9795 Equity.

THIS SIDE OF CARD IS FOR ADDRESS

W. Leslie Prout, Esq.,
618 Court Square Bldg.
Lexington and Calvert Sts.,
Baltimore, Md.

Mrs. M. F. Spaeth
Box A, Ypsilanti, Mich.

Filed as Exh. Exh. 4 in No. 9795 Equit



THIS SIDE OF CARD IS FOR ADDRESS

Miss. M. J. Beers.
General Delivery
Baltimore, Md.
1620 Eutaw Pl.

Please forward.

Dear Mr. Prout: 3/31/49.

Kindly have a moving Co. pack every thing of my Sister's and give up the Apartment at once. And have it transferred to Miss Kathryn W. Cox at once which will obstruct any debts accruing. Tell Miss Cox I will pay her for storing it. She had the Crest China etc. before. And I will write her. I will as soon as I reach Balto. settle all costs. I will have sufficient funds available. And I will pay a fee of $1000. to any Atty. to get Judge Chestnut to send the U.S. Atty. of His Ct. with obligatory Order under writ of La Lunatico Inquirendo; with Drs. of my own selection as my Security Witnesses. I have had enough of this Defamation of my Mental Status; which I am prepared to vindicate. [illegible] received my letter of 3/28 [illegible]

Very truly yours,

Mary W. T. Speers,
Propria Personae.

My dear Sister: 3/20/49.

I am Counting on my Buddy Scribes & they can Count on me. I shall transact no business while I am here. Mich. Taxpayers certainly enjoy piling up $2000. per day. I definitely won't pay hostage. Nor will I ever authorize any Action via State Court of Claims. I am jim-coming for you as soon as possible. Don't return to your Apartment until I get there. I have offered $1000. to get to Balto. — under the Action I authorized in J. Co's. Co. in J. G's. C.

Lovingly,
M. W. F. S.

(made in duplicate)

EX PARTE,	)(	No. 9795 Equity
In the Matter of the	)(	
Estate of	)(	In the Circuit Court
Mary W. F. Speers,	)(	for
an incompetent	)(	Anne Arundel County

ADDITIONAL TESTIMONY ON BEHALF OF PLAINTIFF

February 1, 1950.

Present:

C. Osborne Duvall, Esq.,
Solicitor for Plaintiff

Winson G. Gott, Jr., Esq.,
Solicitor for Mary W.F.Speers

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

W. Leslie Prout, Esq.,
Solicitor for W. Leslie Prout,
Administrator of Margaret J. Speers

Witnesses:

Horace W. Carson Pages 1 to 3

James S. Stewart Pages 4 to 6

Mr. Clerk:

Please file.

EXAMINER

Horace W. Carson, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. DUVALL:

Q. 1. Will you state your full name and address.

A. Horace Wordsworth (WOODWARD) Carson, R.F.D. 1, Severna Park, Maryland. I live at Jones Station.

Q. 2 Do you know Mary W. F. Speers?

A. Mary Walker Finley Speers - yes.

Q. 3 Did you know her parents?

A. I knew her mother.

Q. 4 What was her mother's name?

A. I knew her as Mrs. Speers. I understand her name was Margaret.

Q. 5 How many brothers and sisters did Mary W. F. Speers have?

A. One sister and one brother. I knew one had died a short time before ~~they~~ (9) came to Maryland.

Q. 6 What was the name of the sister?

A. Margaretta Speers. They called her Miss Jennie. Miss Jennie's mail was addressed "R. J. Speers", and I asked her once what the "R" was for and she said "Rita", that her right name was "Margaretta" and that was the diminutive of it. She used that, and the "J" stood for Jennie.

Q. 7 What was the brother's name?

A. Solomon Speers, Jr., as near as I remember.

Q. 8 Did you know the name of the brother who died before you knew the family?

A. Yes - Louis.

Q. 9 Now will you tell us what you know about Solomon P. Speers, Jr., - his whereabouts?

A. I know that early in the century - possibly between 1910 and 1914,-he was Postmaster at Earleigh Heights, and it was reported that he got away with about $3,000.00 in money orders which were negotiable. I wasn't in the Post Office Department at that time.

Q. 10 Have you subsequently been in the post office department?

A. I was in the Post Office Department from the 28th of March, 1925, to the 15th of January, 1944.

Q. 11 Did you have any instructions regarding your work and Solomon P. Speers while you were in the Post Office Department these twenty odd years?

A. Yes, I always had orders from the Inspector in which I was instructed if I saw anything leading to Solomon Speers or his whereabouts to come to his office at once.

Q. 12 Do you know, or have you any information as to, Solomon Speers' whereabouts at any time after his disappearance?

A. No sir.

Q. 13 Do you know how old Louis was when he died?

A. He must have been quite young. My sister-in-law, now living, just barely knew him. She was sixty-eight very recently. He died during one of the blizzards, I presume 1899. For this reason, that Mary Speers and my sister-in-law were contemporary school mates, and Louis was the youngest child, as I understand it, in the family. They went to school together and they were both born about eighty or eighty-one. If he went to school at the same time, he would have been a young man in 1899; also, in 1899 there was a blizzard.

Q. 14 Then this would make Louis about eighteen or nineteen when he died?

A. That's his approximate age, as I understand it. I don't know that.

In answer to the General Question, Witness answered: "I don't know of anything."

Horace W. Carson

Cross-examination Waived.

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

BY MR. DUVALL:

Q. 1 State your name and address.

A. Joseph Samuel Stewart, Severna Park, Maryland.

Q. 2 Mr. Stewart, do you know Mary W. F. Speers?

A. Yes.

Q. 3 Do you know her parents?

A. Yes, I knew the mother very well. I knew of her father, he had died.

Q. 4 Do you know the given names of her mother and father?

A. Her mother was Mrs. Margaret Speers and her father was Solomon Speers.

Q. 5 How many brothers and sisters did Mary Speers have?

A. There was three of the children I knew. They are Miss Jennie, Solomon and Mary, but Louis had died just before they came here in 1902.

Q. 6 Was Miss Jennie Speers known by any other name, so far as you knew?

A. I never heard it. I always called her Miss Jennie. I used to visit their home two or three times a week and I addressed her as "Miss Jennie". I never knew any other name.

Q. 7 Will you tell us what knowledge you have of Solomon P. Speers' whereabouts, when he left this County, this part of the country?

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A. I knew him when they first came here - met him in 1902 at his home - then in the real estate business. I met him quite often. For years he would come to my home. He was a nice man, I really liked him. In later years, I couldn't just say the year but I think it was around 1908 or 9, he built a store at Earleigh Heights. At that time he married a young lady from Washington, a Miss Edith, and they came there and ran the store and Post Office. For quite some years I used to deal with them, go there and pick up the groceries, and my wife would go and get the mail at Earleigh Heights. Then, I can't just state the year, - I could tell you exactly from some letters I have, I guess, - it seems there was some trouble in the Post Office, and then Mr. Solomon Speers disappeared. A few days after that the store burned down. I didn't see him after that but I would quite often see his wife, - she visited at our house.

Q. 8 Could you approximate the year of this experience?

A. I couldn't say for sure.

Q. 9 Do you have any knowledge of the time of the death of Louis Speers?

A. Only this from what my wife told me, - she visited their home and visited him while he was sick, they were living in the adjoining place to where my wife lived, - my first wife, - and she told me all about his death. He died, I think, in 1899 or 1900, I wouldn't sure, but his father died in 1901, I am pretty sure.

Q. 10 Did Solomon Speers have any children to your knowledge?

A. No, he had no children to my knowledge.

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In answer to the General Question, Witness answered:

"I haven't seen Mr. Speers since he left, only his wife. She visited us some time after the building had burned down - she visited us at the Sand Mines. I was superintendent of the Sand Mines, and one time she spent Sunday with us, and she said she wanted to take a little walk and would be back before she went home. Of course, I was taking her home in the car. She told my wife she would walk up to Bluff Cottage as she wanted to get a view of the River before she left to go over to Washington. I had some errand to do in the plant, and as I walked over there I happened to look up, and as I did I saw her and her husband standing off from Bluff Cottage viewing the Severn River. That's the last time I seen him face to face."

Q. When was that?

A. That was about a week after the store burned down. I'm sorry I can't give you that date.

Cross-examination Waived.

Joseph Samuel Stewart

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

Witness my hand and seal this 14th day of February, 1950.

EXAMINER

J.S.S. -$4.00
L.R.J. - 7.00

IN THE MATTER OF THE	*	NO. 9795 EQUITY
	*	IN THE
ESTATE OF MARY W. F. SPEERS,	*	CIRCUIT COURT
	*	FOR
An Incompetent,	*	ANNE ARUNDEL COUNTY

* * * * * * *

SUBMISSION FOR DECREE

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause is hereby submitted for Decree.

Winson G. Gott
Solicitor for Mary W. F. Speers,
An Incompetent,

C. Osborne Duvall
Solicitor for Petitioners

Filed July 27, 1950.

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IN THE MATTER OF THE	*	NO. 9795 EQUITY
	*	IN THE
ESTATE OF MARY W. F. SPEERS,	*	CIRCUIT COURT
	*	FOR
An Incompetent,	*	ANNE ARUNDEL COUNTY

* * * * * * *

D E C R E E

* * * * * * *

Filed Feby. 28 1950.

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

It is thereupon this 28th day of February, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that Kathryn W. Cox and Charlotte W. Main be, and they are hereby, appointed Trustees with full power and authority to care for and manage the property of the said Mary W. F. Speers, An Incompetent, and upon proper order of this Court to expend cash for the support and maintenance of the said Mary W. F. Sppers, An Incompetent, under the direction of this Court; but before the said Kathryn W. Cox and Charlotte W. Main shall proceed to act as such Trustees they shall give a corporate bond to the State of Maryland in the penalty of Twenty-five Hundred Dollars, with a surety to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such Trustees.

Benjamin Michaelson
Judge

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Trustee's Bond

LIBER 72 PAGE 482

KNOW ALL MEN BY THESE PRESENTS:

#9795 Equity

THAT WE KATHRYN W. COX, SEVERNA PARK, ANNE ARUNDEL COUNTY, MARYLAND AND CHARLOTTE W. MAIN, 2 E. LEXINGTON STREET, 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 TWO THOUSAND FIVE HUNDRED - - - - - - - - - ($2,500.00) - - - - - - - -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 6TH day of MARCH in the year of our Lord one thousand nine hundred and FIFTY.

WHEREAS, the above bounden KATHRYN W. COX AND CHARLOTTE W. MAIN by virtue of a degree of the Honorable the Judge of the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY, has been appointed trustees ~~to sell~~ TO TAKE CHARGE OF AND MANAGE THE ESTATE mentioned in the proceedings in the case of EX PARTE IN THE MATTER OF MARY W. F. SPEERS, AN INCOMPETENT now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN KATHRYN W. COX AND CHARLOTTE W. MAIN 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.

Filed March 21 1950

Signed, sealed and delivered in the presence of [signature]

Katherine Wright Cox
WITNESS AS TO SURETY

Rose M. Bausch
ROSE M. BAUSCH

Kathryn W. Cox [SEAL]
KATHRYN W. COX

Charlotte W. Main [SEAL]
CHARLOTTE W. MAIN

NATIONAL SURETY CORPORATION [SEAL]

By H. Cookman Hindes [SEAL]
H. COOKMAN HINDES 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 John K. Carrington, jointly or severally its attorneys-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 attorneys-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 1st day of October, 1946.

National Surety Corporation

By: S. G. Drake
Vice President

ATTEST:
A. N. MacDougall
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

MARCH 6, 1950

National Surety Corporation

A. N. MacDougall
Assistant Secretary

A. N. MACDOUGALL

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#9795

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE	:	
IN THE MATTER OF	:	Petition of W. Leslie Prout, Administrator of the Estate of Margaretta J. Speers, Deceased, to be declared entitled to contents, if any, of Safe Deposit Box - except article or articles therein earmarked as property of Mary W. F. Speers.
THE ESTATE OF	:	
MARY W. F. SPEERS, An Incompetent.	:	
	:	

. . . . . .

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of W. Leslie Prout, Administrator of the Estate of Margaretta J. Speers, respectfully shows unto your Honor:

1. That Margaretta J. Speers, late of the City of Baltimore, State of Maryland, departed this life at the Union Memorial Hospital, Baltimore, Maryland, March 24, 1949.

2. That on March 28, 1949, The Orphan's Court of Baltimore City granted unto your Petitioner, Letters of Administration upon the Estate of the Deceased - a Certified Copy of said Letters has hereto fore been filed in these proceedings.

3. That the said deceased was known in the neighborhood where she lived at 1620 Eutaw Place, Baltimore, Maryland, as Margaret J. Speers, that she had a Bank Account in the Equitable Trust Company, Liberty Street Branch, Baltimore, Maryland, in the name of Margaret J. Speers, owned land in the Third Election District of Anne Arundel County as R. Jennie Speers and a Safe Deposit Box, hereinafter referred to, as Margaretta J. Speers.

4. That upon presentation of aforesaid facts to The Orphan's Court of Baltimore City, that Court passed an Order identifying Margaret J. Speere as being one and the same person as Margaretta J. Speers and as R. Jennie Speers - a Certified copy of said Order has hereto fore been filed in these proceedings.

5. That on or about the month of June, 1942 the said Margaretta

Filed March 22" 1950

J. Speers rented a Safe Deposit Box - known as Box B-171 - of The First National Bank, Baltimore, Maryland in the names of Margaretta J. Speers and Mary W. F. Speers the card reading "access by either or the survivor."

6. That your Petitioner found among the effects of said deceased two keys to said Safe Deposit Box - that the First National Bank of Baltimore, through its Counsel, expresses itself as bound by the entry, "access by either or the survivor," but does not under take to pass upon or express an opinion as to the ownership of the contents of said Safe Deposit Box: and on the contrary seem to be disinterested in the question of ownership - insisting only that said Safe Deposit Box be opened by, in the presence of, or with the consent of the said Mary W. F. Speers or her duly appointed Trustees.

7. That since on or about June, 1942, when the said Margaretta J. Speers rented said Safe Deposit Box to the time of her death she alone, so far as your Petitioner knows and is advised, has had sole access to the contents thereof, with the power in her alone to remove any or all of said contents and/or to add thereto as she saw fit; all of which plus the fact that the two keys thereto were found among her effects seems to your Petitioner to negative any idea of the delivery of possession by the said Margaretta J. Speers to the said Mary W. F. Speers - and your Petitioner so avers.

8. That your Petitioner in his capacity as Administrator of the Estate of Margaretta J. Speers, deceased, claims the contents of said Box, if any, as being the sole and entire property of the Estate of the said Margaretta J. Speers - except any article or articles found therein ear-marked as being the property of Mary W. F. Speers.

WHEREFORE, Your Petitioner Respectfully prays this Honorable Court to pass an Order authorizing your Petitioner to open the aforesaid Safe Deposit Box in the presence of the Trustees heretofore appointed by this Court for the said Mary W. F. Speers; and further empowering your Petitioner to have the contents thereof - except any article or articles therein - ear-marked as the property of Mary W. F. Speers - inventoried and appraised as chattels belonging to the Estate of Margaretta J. Speers, deceased.

AND as in duty bound, etc.

W. Leslie Prout

W. Leslie Prout, Administrator of the Estate of Margaretta J. Speers, Deceased.

W. Leslie Prout

W. Leslie Prout Solicitor for Petitioner.

STATE OF MARYLAND,
ss:
CITY OF BALTIMORE,

I HEREBY CERTIFY, that on this 2nd day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared W. Leslie Prout, Administrator of the Estate of Margaretta J. Speers, Deceased, and he made oath in due form of law that the matters and facts contained in the aforegoing Petition are true to the best of his information, knowledge and belief. AND AS WITNESS, my hand and Notarial Seal.

Sylvan Hurwitz

Sylvan Hurwitz, Notary Public.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, :
IN THE MATTER OF :
THE ESTATE OF :
MARY W. F. SPEERS, :
An Incompetent. :

#9795
Equity

ORDER.

Upon the Aforegoing Petition, Affidavit and Assent of all parties in interest, IT Is This 22nd day of ~~February~~ March One Thousand Nine Hundred and Fifty , ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, that the contents, if any, of The Safe Deposit Box in The First National Bank of Baltimore City, State of Maryland, in the names of Margaretta J. Speers and Mary W. F. Speers, be and the same are hereby declared to be the property of the Estate of Margaretta J. Speers, Deceased, except such article or articles, if any therein as may be earmarked as being the property of Mary W. F. Speers; and

Filed March 22 "1950

IT IS FURTHER ORDERED, That W. Leslie Prout, Administrator, as aforesaid, be and he is hereby authorized to open said box for the purpose of ascertaining its contents and also for the purpose of administering upon same - but he is only to open said box in the presence of Katheryn W. Cox and Charlotte W. Main, who have heretofore by Order of this Court dated the 28th day of February , 1950 been duly appointed Trustees for the said Mary W. F. Speers, and

IT IS FURTHER ORDERED, that the Petitioner pay the costs incident to the filing of this Petition in these proceedings.

Benjamin Michaelson
Judge

WE ASSENT TO THE PASSAGE OF ABOVE ORDER:

Katheryn W. Cox
Katheryn W. Cox, Trustee,

Charlotte W. Main
Charlotte W. Main, Trustee.

C. Osborne Duvall
C. Osborne Duvall and

Charles W. Main
Charles W. Main, Solicitors for Trustees.

Winson G. Gott
Winson G. Gott, Jr. Attorney (By Appointment of Court) for Mary W. F. Speers.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY. NO. 9795 EQUITY

Ex Parte
In the Matter of The Estate of
Mary W.F. Speers, An InCompetent.

Kathryn W. Cox and
Charlotte W. Main, Trustees for
The Estate of Mary W.F. Speers,
an Incompetent.

vs.

Solomon P. Speers, Junior, Edith Speers, his wife, Mary W.F. Speers and any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next-of-kin, wife, husband, widow of above named persons, and personal representatives, whether residents of the State of Maryland or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- Solomon P. Speers, Senior, Margaretta B. Speers, his wife, and Louis Speers, and any and all unknown persons, whether residents of the State of Maryland or not, bodies Political or bodies corporate, who may be interested in or who may claim any interest in the fee simple, unimproved property of R. Jennie Speers, Deceased, sought to be sold and herein particularly mentioned and described.

: For appointment of Trustee or Trustees to sell in fee simple land of R. Jennie Speers, Deceased, situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland; and

: For the Court to determine if Solomon P. Speers, Junior and/or Edith Speers, his wife, or any child or children of the said Solomon P. Speers, Junior, and Edith Speers, his wife, survived R. Jennie Speers, Deceased; if Solomon P. Speers, Junior, survived or pre-deceased his wife, Edith Speers; and if they had a child or children, to determine if said child or children predeceased or survived Solomon P. Speers, Junior, and/or Edith Speers, his wife.

Filed April 12 "1950

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kathryn W. Cox and Charlotte W. Main, Trustees, respectfully shows unto your Honor:-

1. That by Decree of this Honorable Court passed herein, and dated February 28, 1950, your Petitioners, Kathryn W. Cox and Charlotte W. Main were appointed Trustees for the Estate of Mary W.F. Speers, an Incompetent, and each of them has qualified by filing their duly approved bond.

2. That the said Mary W.F. Speers is a Sister of R. Jennie Speers, who departed this life March 24, 1949, at the Union Memorial Hospital, Baltimore, Maryland. That the said R. Jennie Speers by deed dated March 3, 1903 and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber G.W. No. 29 folio 150 acquired title, in fee simple, from Charles B. Livezey and wife to some 72 and 79/100 acres of land, more or less, situate

3 f

at Parleigh Heights in the Third Election District of said County. A certified copy of said deed is filed herewith,marked "PETITIONERS' EXHIBIT A"and prayed to be taken as part hereof.That said land was thereafter sub-divided into building lots,and during her lifetime and at the time of her death.the said R.Jennie Speers was seized and possessed in fee simple of unimproved and unencumbered lots,acquired by purchase as aforesaid,designated on a Plat of "Sabrina Park" recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Q,Plat No. 14, as Lots numbered:-

The houses built at "Sabrina Park" have electric lights - no other utility. The size of the lots - except as noted - is 25' x 100'.

The following lots are on County Road - as shown on said Plat - running southwesterly from Jumper Hole Road. This County Road for some years past called Springhill Avenue is a paved road:-

2 Lots Section M. Nos. 1 and 2,

22 Lots Section I. Nos. 27 to 48 inclusive,

On Jumper Hole Road, paved:-

2 Lots Section H. Nos. 1 and 2,

8 Lots Section I. Nos. 1,2,3,4,49,50,51,52,

The following lots are on streets not cut through:-

4 Lots Ssotion G. Nos.15,16,17,18,

20 Lots Section H. Nos. 3 to 22 inclusive. Lot No. 3 Section H is 50' wide.Lots 4 to 18 of irregular depth.

12 Lots Section I. Nos.5,6,7,8 and 14 to 21 inclusive,

42 Lots Section K,Nos. 1 to 22 inclusive and 55 to 74 inclusive,Lot No. 1 Section K front 50' on the east side of Forest Avenue with an irregular depth being 10' wide in the rear.Lot No.74 Section K. fronts 20-1/2' on Springhill Avenue with an irregular depth being 60' wide in the rear.

14 Lots Section S. Nos.8 to 14 inclusive, 19,44,51 to 55 inclusive,

6 Lots Section U Nos.44 to 49,inclusive.Lots Section U have an irregular depth.

3. That the said R.Jennie Speers died intestate,un-married and without issue,and at the time of her death was about 87 years of age. That her Mother and Father,namely Solomon P.Speers,Senior and Margaretta B. Speers both pre-deceased her. That a Brother,Louis Speers, died about 1894 intestate,unmarried and without descendants. That a Bother Solomon P.

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Speers, Junior, formerly residing at Earleigh Heights, Maryland, has been absent and unheard of since about 1914. That the said Solomon P. Speers, Junior, intermarried with one Edith Speers, Her whereabouts is unknown- she also having been absent and unheard of since about 1914; nor is it known if they had a child or children. Solomon P. Speers, Junior, and Edith Speers, his wife, are both believed to be dead without descendants; and, if so, it is not known whether he pre-deceased or survived his said wife, Edith Speers. That the only member of the Family of R. Jennie Speers known to have survived her is her Sister, Mary W.F. Speers, Ypsilanti State Hospital, Ypsilanti, Michigan. She is believed to be un-married and without issue.

4. That your Petitioners do not know whether their cestuis-que-trustent, namely:- Mary W.F. Speers is entitled to said land absolutely or whether she has a concurrent interest only; and if the latter they do not know in what proportions or proportion she owns concurrently, but, nevertheless aver that the title of the said Mary W.F. Speers to said land is concurrent with others.

5. That there is no income from said land and no one to conserve said real estate and to pay taxes thereon. That if this Honorable Court decrees a sale of all of the lots herein mentioned, the portion of the proceeds from said sale to which the said Mary W.F. Speers is entitled would be distributed to her Trustees, aforesaid; and the portion from proceeds of said sale to which the said Solomon P. Speers, Jr. and or Edith Speers would be entitled could be held under the supervision of this Honorable Court and subject to the provisions of an Act of the General Assembly of the State of Maryland passed at its January Session 1941 Chapter 857, now Article 16, Sections 280-A - 280-M Code 1947, Supplement, and permitted by Statute to be cited as "Uniform Absence as Evidence of Death and Absentees' Property Act". That if this Honorable Court decrees that the land, aforesaid, should be partitioned, that is to say: one-half of said lots of equal value allotted unto Mary W.F. Speers and the remaining one-half of said lots of equal value be allotted unto the said Solomon P. Speers, Jr., or a portion of said lots unto Edith Speers; that as there would be no one to conserve the portion allotted unto the said Solomon P. Speers, Jr., and/or Edith Speers and to pay taxes thereon the net result, it seems, would be that such lots would go to tax sale; and this would

result in irreparable loss and injury to the said Mary W.F. Speers, if it should later develop that the said Solomon P. Speers, Jr., either pre-deceased or survived his said wife, Edith, and is also dead, leaving no child.

6. That it is possible said land could be partitioned if definitely known between whom and the proportion or proportions in which the division should be made; and provided it is found advantageous to the interest of each and all the parties to make the division, but it appears to your Petitioners and each of them and they so aver, that a partition would work irreparable loss and injury to the said Solomon P. Speers, Jr. and/or Edith Speers-their whereabouts being unknown and they having no knowledge to put them on notice to conserve said land and pay taxes thereon; and if Solomon P. Speers, Jr., is dead, without descendants, then it appears that a division of said land would work irreparable loss and injury to the said Mary W.F. Speers as in that event, she would be entitled to all or a large part of his interest or his supposed interest in said land; and she would be denied by said division the accruing benefits if the part allotted the said Solomon P. Speers, Jr., went to tax sale as presently would seem inevitable.

7. That said land is not susceptible of partition in kind and cannot be divided without loss or injury to the parties interested therein; and your Petitioners believe and aver that it is advantageous to each and all of the parties that all of said land be sold - it appearing to be the sure and true way to serve the best interests of all of the parties - without risk of loss - and the most efficient and beneficial way of enabling the parties and each of them to effectually realize and enjoy their respective shares or interests in - and out of said property.

8. That your Petitioners do not presently have in hand sufficient funds belonging to the Estate of their cestuis-que-trustent, namely Mary W.F. Speers to justify them in improving said land, know of no method by which they could derive income from said land, and believe it to be advantageous and to the best interest of the said Mary W.F. Speers that said land or any portion of said land allotted said Mary W.F. Speers be sold, and they so aver.

9. That your Petitioners do not know whether the interest of their cestuis-que-trustent, namely Mary W.F. Speers in said land is absolute or whether she is only a tenant-in-common with others.

10. That the said Mary W.F. Speers, Solomon P. Speers, Junior and Edith Speers, his wife, are all adults.

WHEREFORE, Your Petitioners Respectfully Pray:-

1. That this Honorable Court authorize your Petitioners with reference of all persons named in the aforegoing Petition, and as to whom it is not known whether they are or are not residents of the State of Maryland - to proceed against such persons as non-residents of the State of Maryland.

2. That a Decree may be passed by this Honorable Court appointing a Trustee or Trustees with power to sell in fee simple the unimproved lots of land belonging to R. Jennie Speers, Deceased, situate, lying and being at Earleigh Heights in the Third Election District of Anne Arundel County, State of Maryland - as designated and numbered in the aforegoing Petition, and that the proceeds from said sale be partitioned under the supervision of this Court.

3. That this Honorable Court determine if Solomon P. Speers, Junior, and/or Edith Speers, his wife, or any child or children of the said Solomon P. Speers, Junior, and Edith Speers, his wife, survived R. Jennie Speers, deceased; if Solomon P. Speers, Junior, survived or pre-deceased his wife Edith Speers; and if they had a child or children to determine if said child or children predeceased or survived Solomon P. Speers, Junior, and/or Edith Speers, his wife.

4. And for such other and further relief as your Petitioners' cause may require.

MAY IT PLEASE YOUR HONOR to grant unto your Petitioners an Order of Publication directed unto Mary W.F. Speers, Ypsilanti State Hospital, Ypsilanti, Michigan, Solomon P. Speers, Junior and Edith Speers, his wife and any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next-of-kin, wife, husband, widow of above named persons,

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and personal representatives, whether residents of the State of Maryland, or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- Solomon P. Speers, Senior, and Margaretta B. Speers, his wife, and Louis Speers and any and all unknown persons, whether residents of the State of Maryland or not, bodies Political or bodies corporate who may be interested in or who may claim any interest in the fee simple property of R. Jennie Speers, deceased, sought to be sold, warning them and each of them to be and appear in this Honorable Court on some day certain therein named in person or by Solicitor to answer the premises and to abide by and perform such decree or decrees as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Kathryn W. Cox
KATHRYN W. COX, Trustee

Charlotte W. Main
CHARLOTTE W. MAIN, Trustee
Petitioners

C. Osborne Duvall
C. OSBORNE DUVALL,

Charles W. Main
CHARLES W. MAIN,
Solicitors for Petitioners.

STATE OF MARYLAND,
ss:
CITY OF BALTIMORE,

I HEREBY CERTIFY, That on this 3rd day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Charlotte W. Main, Trustee, and made oath in due form of law that the foregoing Petition is true to the best of her knowledge, information and belief.

Dorothy W. Burch
Notary Public

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STATE OF MARYLAND

COUNTY OF Anne Arundel ss:

I HEREBY CERTIFY, That on this 6 day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared Kathryn W. Cox, Trustee, and made oath in due form of law that the foregoing Petition is true to the best of her knowledge, information and belief.

Elsie W. Hatcher

Notary Public

THIS DEED, Made this Third day of March, in the year One Thousand Nine Hundred and Three, by Charles V. Livesey of Baltimore City, and State of Maryland, and Florence J. Livesey, his wife, of Cape May and State of New Jersey.

WITNESSETH: That in consideration of the sum of Ten ($10.00) dollars and other valuable consideration the said Charles B. Livesey and Florence J. Livesey, his wife, do grant and cpnvey unto R. Jennie Speers of Anne Arundel County, and State of Maryland being a femme sole, her heirs and assigns in fee simple, all that piece or parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, described as follows, that is to say:

BEGINNING for the same at a stone in the Jumper Hole Road, the beginning of said whole parcel of ground, and running thence bounding the first line thereof as now run South 68 degrees East 100 perches to a stone, thence bounding on the outline of certain land recently conveyed by the said Charles B. Livesey to a certain Jeffries South 48 degrees West 20 8/10 perches to a stone thence South 42½ degrees East 35 84/100 perches to a stone now planted in the third outline of said whole parcel of ground conveyed by Basil W. Waller to Charles R. Stewart, thence bounding on part of the third and fourth lines thereof as now run South 2½ degrees West 14½ perches to a stone thence South 22 degrees West 61 6/10 perches to the North East corner of a parcel of ground which was conveyed by Charles R. Stewart to Theodore Leimbach by deed dated Oct. 8, 1886, and recorded in Liber S. H. No. 29, folio 340 thence on the same North 56½ degrees West 136½ perches to the centre of the Jumper Hole Road, thence bounding on the same North 26 degrees East 82 6/10 perches; and thence South 68 degrees East ½ perchesto the place of beginning. Containing in all 72 79/100 acres.

The above described ground being a part of the ground conveyed by Basil W. Waller to Charles R. Stewart, by deed dated Dec. 29, 1852, and recorded in Liber N. H. G. No. 2 folio 131, and also being a part of the same land conveyed by Arthur W. Staub and Blanche, his

PETITIONER'S EXHIBIT A

Re-filed with Testimony as Petitioners' Examiner's Exhibit No 1

wife, by deed dated March 11, 1902, and recorded in Liber G. W. 25, folio 155, on April 22, 1902, to Charles B. Livesey, subject to a Mortgage as recited therein of which a release accompanies this deed and recorded prior hereto.

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

TO HAVE AND TO HOLD the said parcel of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said R. Jennie Speers, her heirs and assigns, forever, in fee simple.

AND the said Charles B. Livesey and Florece J. Livesey, his wife, do hereby covenant that they will warrant specially, the property hereby granted and conveyed; and that they will execute such further assurances of said parcel of land as may be requisite.

WITNESS the hands and seals of said grantors.

Test: Florence J. Livesey (Seal)

L. G. Miller Chas. B. Livesey (Seal)

as to Florence J. Livesey

Thos. Kell Bradford

as to Charles B. Livesey.

State of Maryland, City of Baltimore, to wit:

I hereby certify, that on this 3rd day of March, in the year One Thousand Nine Hundred and Three, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Charles B. Livesey and he acknowledged the following dees to be his act.

WITNESS my hand and notarial seal.

Thos Kell Bradford

(Notarial Seal) Notary Public.

State of New Jersey Cape May County, to wit:

I hereby certify, that on this 20th day of March in the year Nineteen Hundred and three, before the subscriber, a Notary Public of the State of New Jersey, residing in Cape May County, aforesaid, duly commissioned and qualified, personally appeared Florence J. Livesey, and acknowledged the aforegoing deed to be her act.

In Testimony Whereof I have affixed my official seal this 2' day of ____1903.

Edgar P. Stites

(Notary's Seal) Notary Public.

Recorded 10' March 1903.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G. W. No. 29, folio 150, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 1st day of July, A. D. 1949.

John H. Hopkins, 3rd. Clerk.

Exhibit No. 1. Copy

B-3-2-Bldg., Ypsilanti State Hospital, Mich. May 5th, 1950.

To Dr. O. Ray Coder, Superintendent of The Ypsilanti State Hospital, and Its Entire Medical Staff:

Ypsilanti, Mich.

Dear Sirs and Madams:

I demand my immediate discharge and to be permitted to leave this Outlaw State at once, at my own expense. You have openly acknowledged that you have no jurisdiction over me - which is a fact, and you have never had. I cite:

Chalmer vs. N. Y. State $40,000. for 6 weeks false incarceration in Manhattan State Hospital);

Hewitt vs. Hewitt, et al. (California);

Campbell vs. N. Y. State $40,000. for loss of earning capacity for (40) months.);

Campbell vs. N. Y. State $3,000. for false incarceration & defamation of character);

Geo. E. Buck vs. Kalamazoo State Hospital - Michigan State Sup. Ct.;

Conspiracy:

Where two or more conspire to do an illicit act, all are equally guilty, no matter if some have not themselves committed an overt act, it is sufficient that they have knowledge of it. U. S. C. A. Title 18

State Statute:

Committing County looses jurisdiction one year after date of Commitment.

As to the Criminal Defamation of my character, which you think is so laughable to circulate — to alibi my false incarceration — I have never been sentenced by any Court in the Universe — for the simple reason I do not break Law. Under The W.S.C.A., Title 18, there are five grounds for "Insufficient Funds checks" and only one is criminal; The latter you may bet I did not Commit.

Your State Statute reads: — "unless there is a well established intent to defraud, the redress is Civil not Criminal." — Mich. State Statute.

And the Hebrew who thought he could pull that cute law violation — is certainly going to account for his conspiracy, if he is a Top of this Earth.

That Matter was paid in full of which Washington, D.C. has definite proof since December 1st, 1936; So it is not an iron clad alibi for you to detain me one hour.

And whether I am saint, or sinner, or neither, is just not Your Legal Business; be sure of that.

But you may be also sure, whether I am dead or alive; that entire Record will be washed clean by Action from my 38 "next of Kin" — in 35 States — if I do not have the immediate pleasure, myself, of giving it adequate attention.

If I am "mentally incompetent?" then 38 "next of Kin" have been defrauded since 3/24/49. Those who can inherit from me must fulfill that Condition by my Will; which is in Georgia since the N.Y. State Supt.

declared me of sound mind in 1933.

Although my sister was then living; I worded after since far passages in Genl. T. Coleman du Pont's Will; and specified that condition; with 3 other bequests; Two of said three have now passed away. And the one living has said Will in her Vault Box; so I am confident there will be no flim flaming there; but thank God! Georgia, like Maryland, and D.C. have an Electric Chair: I cite;

The Lucas Act - Enacted in 1941 by Congress;
Article XIII Amendments to W.S. Constitution;
Articles IV, V, VI - Amendments to W.S. Constitution;
Article XIV, Sec. 1 Amendment to W.S. Constitution;
McNabb - Mitchell vs. W.S. - W.S.S. Ct. Decisions with severe reprimand to W.S. Attorney General Biddle;

All of which have been violated in my case. When these Subversive Groups had the delusion they could get away with obstructing evidence to the W.S. Senate, I declared myself in New York City in 1933; in New York State Supreme Court. and the State of New Jersey; They succeeded only, in involving the Governors of both States - Ex-Gov. Lehman and Ex-Governor Moore of New Jersey for False Extradition, etc. Records prove. But the Depression was on; and I left retribution dormant; but I have not done so in Michigan's Case.

I was without benefit of Counsel in N.Y. and N.J. - so it can be done in Michigan. To paraphrase - Mr. Chalmers "Who's crazy now?" or a "mentally incompetent person"? - under the phrase I was committed to this Institution on Dec. 2nd, 1936, without being taken before any Probate Ct., although I had petitioned to be;

And the Hotel was settled with in full the day before, as Records in D.C. establish; and I was deposited there five days later (Dec. 7th, 1936) and unlawfully held in two of Michigan's Pandora Boxes ever since.

I make Legal Demand - Here and Now - for my instant unconditional discharge from the Custody of the State of Michigan, and any and all of its Institutions' jurisdiction, as a Non-Resident of said State; and for a State Guard to escort me across the Boundry Line of this State. This State's present Executive and State Attorney General have been duly Legal Notice since February 18th, 1949 (if not prior thereto?) I Charge Malfeasance of Office, etc. and cite said Lucas Act.

The Dixiecrats are now in the ascendancy over the Gypsycrats in this U.S. - with their Constant persecution and Criminal defamation of Character.

I have a friend to board with in Washington, D.C. with whom I have boarded before. So I want no meddling from here, at all, since their promises are "made to be broken."

Respectfully Submitted,
Mary W. F. Speers,
Propria Persona

P.S. Your Employees - Mrs. Jewell and Mrs Kulick have thi-jacked from me possession all of my Official Legal stationery, & supplied me with it for the purpose of obstructing Justice - I ask that you

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immediately replenish it with 1/2 Ream of Readings stationery and a package of Large Legal Size Stamped Envelopes.

M. W. F. Speers.

B-3-. Bldg., Ypsilanti State Hospital, Box A.
Ypsilanti, Mich. May 30th, 1950.

To the Clerk of the Circuit for Anne Arundel County,
Annapolis Maryland

Dear Sir:

Re: Equity No. 9795.

I inclose herewith Answer, Reply and Petition "In the Matter of The Estate of Mary W. F. Speers, an Incompetent." Dated April 27th, but typed copy, handed to me May 27th, 1950, by a Hospital Attendant — inclosed only in a Hospital Envelope. Perported typed carbon copy, has only a typed Clerk's (Deputy's) signed name; no Court Seal, or even no Judge's name or signature. As soon as I could get stationery (such as could be purchased here) I am hastening to inclose herewith Answer, Reply and Petition with Exhibit No. 1 to be immediately filed in the Circuit Court for Anne Arundel County, State of Maryland; at once send copy of these and the Whole Records in said Equity No. 9795 to the Attorney General of the State of Maryland for his Action; and present the inclose Pleading to His Honor, Circuit Court Judge for his Rulechr of and notify me direct via Registered Mail, with my signature Required on the Registered Mail Return Receipt Card to you. There are mail irregularities here. Thanking you in advance for your prompt action,

Respectfully Submitted,

Mary W. F. Speers, Propria Personae.

In The Circuit Court for Annapolis and County
In The State Of Maryland
Circuit Judge, Presiding.

In Equity
No. 9795.

May 24th, 1950.

Ex Parte
In The Matter Of
The Estate Of
Mary H. F. Speers, an Incompetent,

vs.

Solomon P. Speers, Junior,
Edith Speers, his wife,
Mary H. F. Speers, and all
unknown children, descendants, heirs-
at-Law, Legatees, Distributees, devisees
next-of-Kin, wife, husband, widow of above
named parties, and personal representatives,
whether residents of the State of Maryland or
not, of any of the above named persons who may be
deceased; and of the following deceased persons,
namely:- Solomon P. Speers, Senior, Margarella B.
Speers, his wife and Louis Speers, and all and
all unknown Persons, whether resident of the
State of Maryland or not, Bodies Politic or
Bodies Corporate, who may be interested in or
who may claim any interest in the fee simple
mentioned Property of R. Jennie Speers, deceased,
sought to be Sold.

Answer: And Reply And Petition:
With - Exhibit - No. 1.

To the Presiding Judge of the Circuit Court for Anne Arundel County, at Annapolis, State of Maryland, Common Wealth.

Greetings:

Now Comes Mary W. F. Speers, Propria Persona (un-married - And a virgin) and makes Answer to the above entitled Cause: And denies false allegations.

And Avers: That she is sole heir to the Estate of the late R. Jennie Speers in the State of Maryland and Elsewhere.

Your Respondent Further Avers: That her late Sister Margaretha Jane Speers, instructed her that she had left a Sealed Will in the Custody of a mutual Cousin with a bequest to Your Respondent - hereto as her heir.

Your Respondent Further Avers: That, she will stop en route and procure said Will to be filed in this Honorable Court when she appears before this Court in proper person.

Your Respondent Further Avers: That, she has not seen or spoken to Kathryn W. Cox - Party to the above entitled Cause since 1924; The Defendant named hereto, as Trustee; And Your Respondent asks this Court to subpoena said Kathryn W. Cox to appear for

Cross-Examination by Your Respondent, at a proper Hearing; and to produce evidence to establish her contentions in Case in Equity No. 9795, of the perjury and Advertised Libell — That, Your Respondent is "an Incompetent"? Onus probandi is upon the Complainants. Your Respondent was a Marylander by birth and knows that scito bonae voluntatis tuae donatio nos, and relies on it.

Your Respondent Further Avers: That she has never known or met, Charlotte H. Main, she would be Co-Aspirant-Trustee for Your Respondents Estate and asks this Court to subpoena said Charlotte H. Main for Cross-Examination by Your Respondent at a proper Hearing; and to produce evidence to establish her contentions in Case in Equity No. 9795 of the Perjury and Advertised Libel — That, Your Respondent is "an Incompetent"? onus probandi is upon the Complainants. Your Respondents believes said Aspirant Co-Trustees to be thoroughly incompetent, untrust worthy and unsatisfactory as Trustees for her Estate, and in effect Co-Cheaters & Industries.

Your Respondent believes that a Conspiracy exists to defraud not only herself, but her 38 Cousins, or as many as are still living, whom are now her next of Kin, and she believes fatti maschii parole femine.

Your Respondent Avers; That she believes that the above entitled Cause is prima facia evidence

of a Conspiracy to defraud her of her legitimate inheritance and Equities interests in said State: And Asks gins custodiet custodes.

And gives Legal Notice Herenow. - Caveat emptor.

Your Respondent Further Avers: - That she is of sound mind and has always been conscious of all her Acts since of mature age; and all who swear to the contrary she charges are perjurers, and she contends: - That onus probandi is upon the Complainants.

Your Respondent Further Avers: That, to the best of her knowledge and belief, and information - Solomon P. Speers, Junior was deceased long prior to the death of her Sister Margaretta Jane Speers; who because her Mother was living, signed herself as R. Jennie Speers, because her father and relatives called her Mother - "Margaretta" and to keep from conflicting property and mail complications she signed as R. Jennie Speers, as she disliked the name of - Jane.

Your Respondent Further Avers: That she has not had knowledge of the where-abouts or contact with the Ex-wife of Solomon P. Speers, Junior; That, said Edith B. Speers obtained a divorce "on desertion" a number of years before his late Mother, Margaretta B. Speers passed away; said Margaretta B. Speers paid all costs appertaining thereto. Said Solomon P. Speers, Junior obi sine prole.

Your Respondent Further Avers: That, Louis My

Speers, passed away February 6th, 1895, and left no descendants; and had never married.

Your Respondent Further Avers; That, Margaretta Jane Speers left no decendents and never married.

Your Respondent Further Avers; That, to have said property sold in bulk would be a heavy financial loss to herself, or her heirs, who are now her "next of kin", 38 Cousins if they survive her? Whom are the Beneficiaries under her will now, (which is in the State of Georgia, where it would be probated.) since 1933; and subsequent to the Supreme Court of the State of New York (Judge Fleming Sitting), pronounced Your Respondent of Sound Mind, on March 27th, 1933.

Your Respondent Further Avers; That, there are unpaid payments, now due on installments, which the late Margaretta Jane Speers wrote to her about, which are more than adequate to pay any accumulated taxes now legitimately due.

Your Respondent Further Avers; That, it is her expectation to return and domicile in the City of Washington, District of Columbia; or accessable thereto; and open Offices; and put a Curator and a Secretary in charge to as speedily as practical to handle & settlement Estates of said Lots in accord with her late Sister's instructions and wishes.

Wherefore, Your Respondent-Herenow:-Petitions

this Honorable Court to deny all legal status to the aspirant Trustees-Complainants in the above-entitled Cause. Your Respondent and Petitioner Loreto, was a native of the City of Baltimore, State of Maryland and relies on Maryland's motto Re: her Equities located in Maryland:-

Scuto bonæ voluntatis coronasti nos - To obtain justice.

Statement of Facts:

Your Petitioner and Respondent Petitions - That; during previous years: She took up her residence in the State of Georgia in 1927 and continued to domicile, under Constitutional Rights, with Offices in Washington, District of Columbia: and came because of Business Appointments, pre-arranged with the late Walter P. Chrysler Sr. - to sell her Patent Rights of a Basic Patent granted her on Automatic Raising Vehicle Tops, etc (but not under any circumstances to reside in the State of Michigan.) She was "framed" contrary to all ethical procedure - in September and October 1936 on the alibi that they were "going to take money out of Politics" (Your Petitioner never made as much as a dollar out of Politics during her life time and never had a "pay check" She has had her financial resources of her inheritances and her own Business interests and investments.) and reasons that she will have a happy time in the next world, than she has in this "birthday existance - She is going to

take her changes in the next world — on her own conscience rather than that of a Politician's or Boss' orders. And she has sufficient financial sustenance to supplie her modest inclinations, and pay legitimate taxes. She has never applied for any Public support of any nature what so ever. And is a loyal W. S. American and has only contempt for any W. S. Citizen who indulges in subversive Activities in our W. S. A., or is a "Chiseler".

Her case was handled without due process of law" in violation of Articles IV, V, VI, VIII, and XIV, Section 1, of the Amendments to the Constitution of the United States; and in violation of State of Michigan Statutes.

She petitioned to be taken before the Committing Probate Court, which was ignored. Cite:

George E. Buck vs. Kalamazoo State Hospital
Mich State Sup Ct.

She has duly petitioned each succeeding Chief Executive and Attorney Generals of the State of Michigan, and has been ignored; and attaches hereto, a copy of as:—

Exhibit No. 1, — A Letter to Dr. O. Ray Yoder and the Entire medical staff of the Ypsilanti State Hospital — demanding again her unconditional Discharge.

She has had to fight expensive nuisance litigation for years because she controlled certain patented formulas which were stolen from her Offices in the Transportation Bldg. 17th and H. Sts., N. W. Washington, D. C. which were after her incarceration in Ypsilanti, sold Rights to Spence

for $4,000,000. to each of four Oil Companies and a Chemical Co., by Canadians; with suits for same, were settled out of Court in December 1939 and January 1940; as reported in issues of the Detroit Free Press. But

"Stolen property is not valid possession".

Your Petitioner has filed Petitions for writs of Habeas Corpus and writs of De Lunatico Inquirendo via Registered mail, Return Receipts Required; in four U.S. District Courts and 9 Michigan State Courts; — And Cites:

Mary W. F. Speers vs. The State of Mich., et al. Case No. 255, U.S. Dist. Ct. Southern Div., at Grand Rapids, Mich. (in 1942) Opinion by late Fred M. Raymond, Dist. Judge; with Exhibits, Denied.

Re-hearing in 1946 — Case No. 255, Opinion by U.S. Dist. Judge Raymond W. Starr, with Exhibits. — Denied.

Same Case, No. 3816 (in 1943) Opinion by U.S. Dist. Judge Arthur J. Tuttle at Detroit, Mich., with Exhibits, Denied.

Therefore, Your Petitioner Contends: — That, de facto Opinions by a Judge who committed me without seeing me in defiance of a Mich. State Statute — is irregular procedure — And under another State Statute the Committing County and Court looses jurisdiction, one year after date of Commitment (which was Dec. 2nd, 1936.) Consequently obiter dictum in the State of Maryland.

Wherefore, Your Petitioner Petitions — The State of Maryland through its State Attorney General and this Honorable Court, and prays for its Sanction via:

His Excellency, Governor William Lane, The Executive of the State of Maryland - To cause to be issued an obligatory writ of Habeas Corpus, by virtue of:-

Article I, Section 9, Par. 2 - of the United States Constitution - "The privilege of the writ of habeas corpus shall not be suspended".

At your Respondent's and Petitioner's expense - for the purpose of establishing her sanity in said State - to protect her Equity interests, etc. via a writ of De Lunatico Inquirendo in this Honorable Court, by Doctors of her own selection - with whatever Law Enforcement facilities? Your Petitioner is ready and able & deposit after she reaches Maryland and declared of sound mind officially, to put up $1,000. cash to cover said costs to the State of Maryland: and to establish a Conspiracy existant within the State of Maryland and others in the State of Michigan, and elsewhere - to defraud not only herself, et al., but to prevent and suppress certain evidence being supplied to the United States Senate and House of Representatives - to their Committees Investigating un-American and Subversive Activities within Governmental Departments.

Wherefore, Your Petitioner Charges: That she is unlawfully held prisoner in the Ypsilanti State Hospital, near Ypsilanti, in the State of Michigan, without due process of Law: and is contrary to merits and has always been.

Your Petitioner Further Charges: That, a Conspiracy exists not only as concerns herself, but also as concerns several hundred Citizens whom she has met, from other States - New York, Illinois, Ohio, Massachusetts.

Texas, Georgia, Missouri, Mississippi, North Carolina, Florida, Alabama, California, Maryland, New Jersey, Louisiana, Pennsylvania, Kentucky, and elsewhere. Who are sane and being defrauded of their Equities; and Constitutional Rights by the most vicious, inhuman Bird No. 1. Racket in the W.S.A. — to sabotage American Citizens — to supply human Guinea Pigs — and dissipate their Estates; etc. And daub them — as "the Living Dead".

Your Petitioner and Respondent Further Charges: —
Criminal Defamation of her Character;
Criminal Defamation of her Mental status;
Criminal Defamation of her financial status;
Damages to her social and financial prestige;
And the sabotage of a Citizen of the United States of America via Perjury on the part of the Complainants, et al. in the above Entitled Cause; and Conspiracy in legal Form, Court Methods, etc.

Inviolation of Inter-State Law; Postal irregularities including robbery mail of Pleadings for Certiorari from the W.S. Supreme Court in the matter of said Case — No. 255 in W.S. District Court, Southern Division, at Grand Rapids, Michigan in 1946 — Rehearing.

And consistent interception of stamped mail, and mail stamped for Registered mailing, handed to State Doctors — with the obstruction of Justice resultant.

Your Petitioner Further Charges; The misconduct of Trial on October 20th, 1936 — Collusion to force her take the Services of a State appointed Attorney whom had been

previously disbarred for unethical practice - spent 3 months in jail; and later re-eustated to practice Law.

Your Petitioner Further Charges: That, although bail was offered, he refused to tender it; He refused to have subpoenaed certain witnesses; and written evidence she held, under threats "to quit the case" if she tendered it while on the Witness Chair.

Your Petitioner Further Charges: That, she petitioned the Trial Court, propria personae, for new Trial and Right of appeal, on new evidence - Denied.

Your Petitioner Further Charges: That, on November 8th, 1936 she was served with citation to appear before Judge Edwar Com-mand's Probate Court, while held incommunicata in Wayne County Jail, and informed that she was going to a State Institu-tion for the Insane. She demanded Doctors of her own se-lection; and produced Dr. Hedwig Born as a Sanity Witness. Dr. Born was a Physician of Inter-national note. When Dr. Born attempt appear, she was brutally manhandled, and told not to come back, or she would be sent to Ypsilanti too, That Your Petitioner was going to Ypsilanti State Hospital, no matter who tried to prevent it, and "all Hell could not stop it," by Court Attendants. Dr. Born then waited for a newly elected Sheriff to take Office; And on January 7th, 1937, got his Order to see Your Petitioner and offered to deposit bail, or the be financially respon-sible, supply a home, if necessary, etc. She procured the Sheriff's Order and did see Your Petitioner at Ypsilanti State Hospital. (And noxious Conspiracy activities fol-

lowed) Your Petitioner remained incarcerated in said Michigan State Hospital (a sane and healthy woman) until March 4th, 1942 when her late sister and friends were endeavoring to extract her, or although said State Institution never had a Legal jurisdiction as may be established via State Statutes; against her "left of Rin's opposition; and again without Due process of Law she was transferred to Kalamazoo State Hospital; where she was lawlessly incarcerated until November 30th, 1948 when like an Exhigrant in her own Country, and without due process of Law was sent back to Ypsilanti State Hospital, when her "left of Rin" and friends were forcing her discharge from Kalamazoo State Hospital.

Your Petitioner Cites again, said attached hereto

Exhibit - No. 1

And Charges: That, she is powerless to protect her Equities in Maryland, with this established Gestapo, if Maryland does not intervene through its Attorney General, and snatch her from this Kidnapping and pilfering of Estates Racket.

Your Petitioner Extends: That the following Constitutional and Inter-State Laws are violated in her Case, with other Citations Cited:

"Conspiracy in Legal Form"

Where two or more Conspire to do an illicit Act, all are equally guilty, no matter if some have not themselves committed an overt Act, it is sufficient

that they have knowledge of it. — W. S. C. A., Title 18;

Article I Section 9, Par. 2 — W. S. Constitution; the privilege of the writ of habeas corpus shall not be suspended. . . . ;

Article III, Sec. 2 Par. 1 Re: Diversity of Citizenship Rights — W. S. Constitution;

Articles IV, V, VI, VIII and XIV, Sec. 1, Re: Constitutional Rights; — Amendments to W. S. Constitution.

W. S. Pub. Health Bill — No. 26. (Enacted 1912.): Re: Life Imprisonment for its violation;

The Lucas Act (Enacted 1941) Re: Capital punishment in their Home-States to harbour a Citizen ~~of in a~~ ~~different~~ different State's Institution, sane, or insane.

M. W. F. S.

Chaloner vs. N. Y. State; ($40,000. damages for 6 weeks false incarceration.

Campbell vs. N. Y. State ($40,000. for 40 months false) incarceration in Sing Sing; Damages.

Campbell vs. N. Y. State ($75,000. for damages of Character, loss of earning capacity as a Book-keeper.

Your Petitioner had an earning capacity of $2000. per night to sing two negro dialect Songs in Competition to "Amos and Andy" plus other Business interests.

Mr. Nabb Mitchell vs. W. S. — W. S. S. Ct.,
with repremand to W. S. Atty. General Francis Biddle.
Opinion by Mr. Associate Justice Felix Frankfurter.
W. S. Ct. Decisions.

Courts — prejudice and bias —
Socco & Vanzetti vs. W. S. Dist. Judge —
— Kansas Mountain Landis, W. S. S. Ct. Decisions.

Hewitt vs. Hewitt, et al. (California)

Right of Propria Personae —
Speers Sound & Clay Works, Inc. vs. The American
Trust Company of N. Y. — Fed. (2d.) 34 and
Fed. (2d) 72 of (54)
On Certiorari from the W. S. S. Ct. — Case No. 516
[Oct. Term 1934]

Et. al. Cases.

vincit omnia veritas

Whereas, Your Petitioner and Respondent: Is without Benefit of Council and is prohibited from talking with, or obtaining Council of her own selection via Nefarious obstructions by State Employees; and she is not an Attorney, Throws Hersely upon the Mercy of the Chief Executive of the State of Maryland; The Maryland State Attorney General, and this Honorable Court and Prays That, this petition be granted in its entirety; That she be granted an Appearance before the Proper Maryland Grand Jury

under the direction of the Attorney General of the State of Maryland for the protection of her person and her estate and personal effects. With a granted opportunity for Counter-Claims, after she has retained competent personal Counsels.

Your Petitioner Further Prays: That certified copies of this Answer and all Records in above entitled Cause the duly served upon His Excellency Wm Lane Chief Executive of the State of Maryland, Maryland State Atty Genl, U.S. Senator O'Connor from said Section of Maryland, to the U.S. Senate; and Frank B. Ober, Chairman of Maryland's Commission Investigating Un-American and subversive Activities concerned in said State; for their immediate prosecution Action via a Special Grand Jury.

Respectfully submitted,

Witness ck to Signature

Mary H. F. Speers (Seal)
Propria Personae

{Seal}

Citations:

Conspiracy in legs form — U.S.C.A., Title 18;
Article I, Sec. 9, Par. 2 (Re: Writ of habeas corpus) — U.S. Constitution;
Article III, Sec. 2, Par. 1 (Re: Diversity of Citizenship Rights) — U.S. Constitution;
Articles IV, V, VI, VIII and XIV, Sec. 1 (Re): Constitutional Rights — Amendments to U.S. Constitution;
U.S. Pub. Health Senate Bill No. 26 (Enacted 1912);
Lucas Act (enacted 1941) Recapital Punishment for its violation;
Chaloner vs. N.Y. State;

McNabb-Mitchell vs. U.S. — U.S.S.Ct. Decisions;
Socco-Vanzetti vs. U.S. Dist. Ct. - Judge K. M. Landis — U.S.S.Ct. Decisions;
Hewitt vs. Hewitt, et al. — (California)
Right to Propria Personae — {Speers Sand & Clay Works, Inc. vs. American Trust Co. - N.Y. — Fed (2d) 34 + 52 (58?); Certiorari — U.S.S.Ct. — No. 816 [Oct. Term 1931]}

LIBER 72 PAGE 517

Return Receipt Required to —
P.O. Box 73
Catawba, N.C.

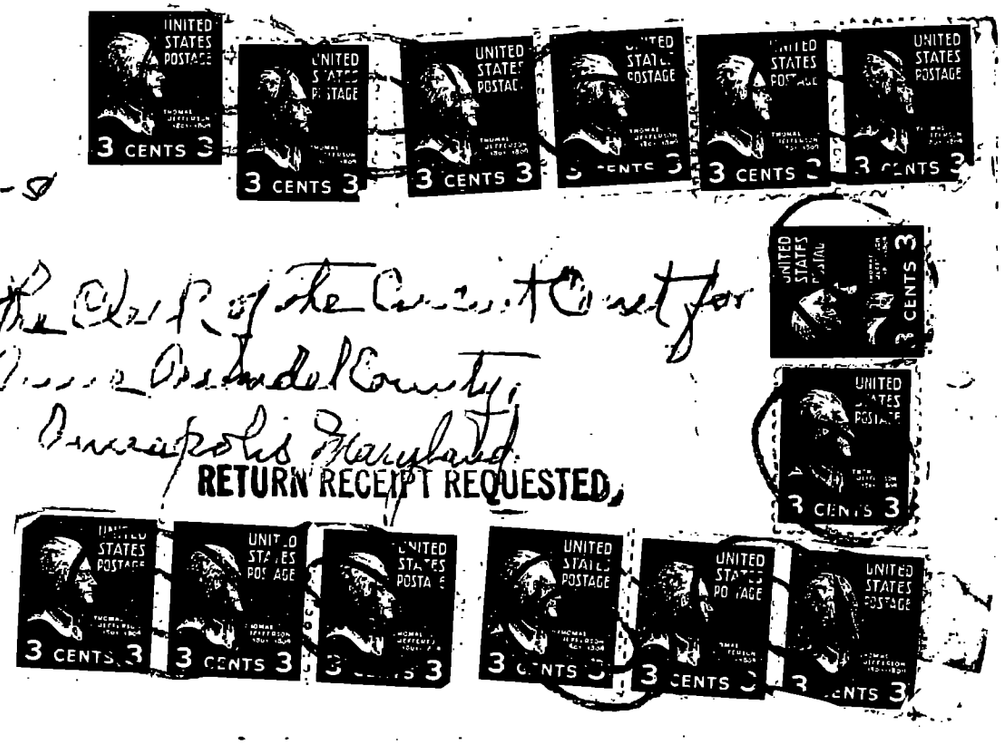
fld
6-1-8

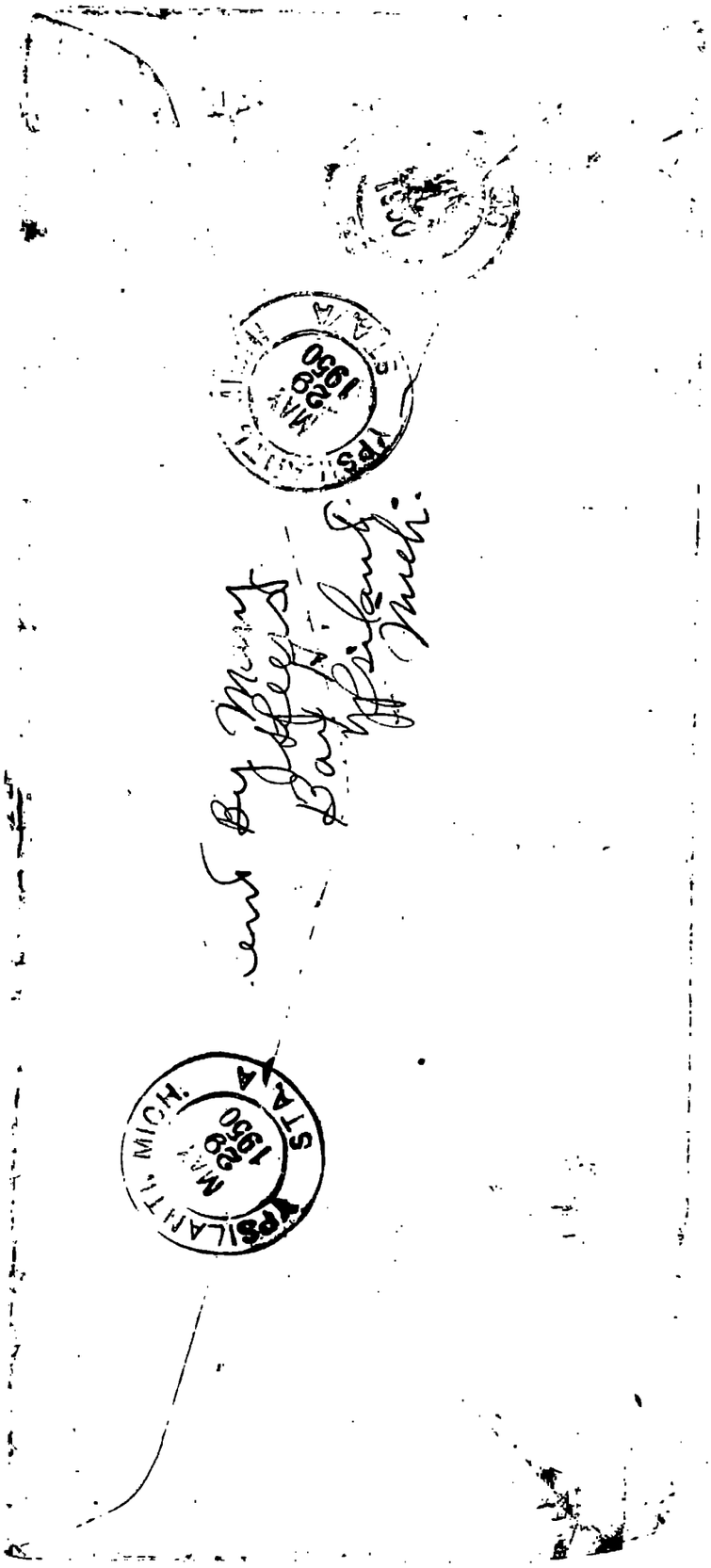
Registered.
Mail —
Return Registered
Receipt Required

REGISTERED
NO. 81753

To The Clerk of the Circuit Court for
Anne Arundel County,
Annapolis Maryland.

RETURN RECEIPT REQUESTED.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE,
IN THE MATTER OF
THE ESTATE OF
MARY W.F. SPEERS, AN INCOMPETENT. : No. 9795

Kathryn W. Cox and
Charlotte W. Main, Trustees
For the Estate of Mary W.F. Speers,
An Incompetent.

vs.

:

Solomon P. Speers, Junior,
Edith Speers, his wife,
Mary W.F. Speers and any and all
unknown children, descendants, heirs-
at-law, legatees, distributees, devisees,
next-of-kin, wife, husband, widow of above
named parties, and personal representatives,
whether residents of the State of Maryland or :
not, of any of above named persons who may be
deceased; and of the following deceased persons.
namely:- Solomon P. Speers, Senior, Margaretta B.
Speers, his wife, and Louis Speers, and any and
all unknown persons, whether residents of the
State of Maryland or not, bodies Political or
bodies corporate, who may be interested in or :
who may claim any interest in the fee simple
unimproved property of R. Jennie Speers, deceased,
sought to be sold.

• • •

ORDER OF PUBLICATION

The object of this proceeding is to obtain a Decree of the Circuit Court for Anne Arundel County, in Equity, for the sale in fee simple of unimproved land of R. Jennie Speers, Deceased, situate, lying and being at Earleigh Heights, in the Third Election District of Anne Arundel County, State of Maryland.

The Petition states that by deed dated March 3, 1903 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 29, folio 150, R. Jennie Speers acquired title in fee simple from Charles B. Livezey and wife to some 73 acres of land situate at Earleigh Heights, as aforesaid, that said land was thereafter subdivided into building lots and at the time of her death R. Jennie Speers was seized and possessed of fee simple, unimproved lots - as shown on a Plat of "Sabrina Park" recorded among the Plat records of Anne Arundel County in Plat Cabinet No. 1, Rod Q, Plat No. 14 - the average size of said lots being 25' x 100' - as follows:-

Section G, Lots Nos. 15,16,17,18; Section H, Lots Nos. 1 to 22 inclusive; Section I, Lots Nos. 1 to 8, inclusive, 14 to 21, inclusive, 27 to 52, inclusive; Section K, Lots Nos. 1 to 22 inclusive and 55 to 74 inclusive;

April 27, 1950
Filed April 12, 1950

44

23

Section M, Lots 1 and 2; Section S, Lots Nos. 8 to 14, inclusive, 19 and 44, and 51 to 55 inclusive, Section U, Lots 44 to 49 inclusive.

That R. Jennie Speers died March 24, 1949, intestate, un-married and without decendants. That her Father and Mother:- Solomon P. Speers, Senior and Margaretta B. Speers pre-deceased her. That a brother, Louis Speers died about 1894 intestate, un-married and without descendants. That a brother, Solomon P. Speers, Junior, and his wife, Edith Speers have been absent and unheard of since 1914. It is believed both Solomon P. Speers, Junior and Edith Speers, his wife are dead, but it is not known if he survived or pre-deceased his wife, nor is it known if they had a child or children. It is not known whether Mary W.F. Speers is entitled absolutely or if she is only a tenant-in-common. It is averred she owns concurrently, but it is not known with whom or in what proportion or proportions. That if said land is partitioned, said Solomon P. Speers, Junior and/or Edith Speers, his wife being absent and having no knowledge to put them upon notice to conserve same and pay taxes thereon, the portion allotted them may go to tax sale resulting in a total loss to them; or else in a loss to Mary W.F. Speers if later found that Solomon P. Speers, Junior, is dead leaving no child. That the land produces no income, is not susceptible of partition in kind and cannot be divided without loss or injury to the interested parties, and it is believed to be advantageous to the interest of all the parties that all of said land be sold, it appearing to be the sure and true way to serve the best interests of all the parties - without risk of loss - and the most efficient and beneficial way of enabling the parties and each of them to effectually realize and enjoy their respective shares or interests in - and out of said property. The relief prayed is for the Court to Decree a sale of all said land, to appoint a Trustee or Trustees to make the sale, the proceeds from said sale to be partitioned under the supervision of the Court. The Court to determine if Solomon P. Speers, Junior, and/ or Edith Speers, his wife, or any child or children of the said Solomon P. Speers, Junior, and Edith Speers, his wife, survived R. Jennie Speers; if Solomon P. Speers, Junior, pre-deceased or survived his wife, Edith Speers; and if they had a child or children - to determine if said child or children pre-deceased or survived Solomon P. Speers, Junior, and/or Edith Speers, his wife. And pray further to be allowed to proceed against all parties not known to be residents of the State of Maryland as non-residents, and for such

other relief as said causes may require. 27th apral

IT IS THEREUPON, this 12th day of ~~March~~, 1950, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, That the Petitioners by causing a copy of this Order to be published in some newspaper published in Anne Arundel County once in each of four successive weeks before the 5th 19th day of June May, 1950, give notice to Mary W. F. Speers, Solomon P. Speers, Junior, and Edith Speers, his wife, and other non-resident defendants, and all other persons proceeded against as non-residents; and to any and all unknown children, descendants, heirs at law legatees, distributees, devisees, next of kin, wife, husband, widow of above named persons, and personal representatives, whether residents of the State of Maryland or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- Solomon P. Speers, Senior, and Margaretta B. Speers, his wife, and Louis Speers; and any and all unknown persons, whether residents of the State of Maryland or not, bodies Political or bodies corporate who may be interested in or who may claim any interest in the fee-simple, unimproved property of R. Jennie Speers, deceased, sought to be sold; and herein mentioned and described, of the object and substance of said proceeding, warning them and each of them to be and appear in this Court in person or by Solicitor on or before the 20th 19th day of May June, 1950 to show cause if any they or any of them may have why a Decree should not be passed as prayed.

John H. Hopkins 3rd. Clerk

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, : Equity No. 9795.

IN THE MATTER OF

THE ESTATE OF, :

MARY W. F. SPEERS, An Incompetent.

Kathryn W. Cox and
Charlotte W. Main, Trustees for :
Mary W. F. Speers, An Incompetent,
VS.
Solomon P. Speers, Junior,
Edith Speers, his wife,
Mary W. F. Speers,
etal. :

THIS IS TO CERTIFY, That I have served a copy of the Order of Publication in above cause, same having been forwarded me by Charles W. Main, Esquire, of Counsel in said cause - on Mary W. F. Speers an inmate of Ypsilanti State Hospital, Ypsilanti, Michigan, she being known to me personally or having been identified to my satisfaction. She is known at said Hospital as Mary W. Speers.

Walter Seyler

Sheriff, Washtenaw County, State of Michigan.
Walter Seyler.

Filed May 22 1950

5/-

C. OSBORNE REVELL, Solicitor
Maryland Hotel Building
Annapolis, Maryland

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
In Equity No. 9795

EX PARTE. IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT.

KATHRYN W. COX and CHARLOTTE W. MAIN, Trustees For The Estate of MARY W. F. SPEERS, An INCOMPETENT.

Vs.

SOLOMON P. SPEERS, JUNIOR, EDITH SPEERS, his wife, MARY W. F. SPEERS and any and all unknown children, descendants, heirs-at-law, legatees, distributees, devisees, next-of-kin, wife, husband, widow of above named parties, and personal representatives, whether residents of the State of Maryland or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- SOLOMON P. SPEERS, SENIOR, MARGARETTA B. SPEERS, his wife, and LOUIS SPEERS, and any and all unknown persons, whether residents of the State of Maryland or not, bodies Political or bodies corporate, who may be interested in or who may claim any interest in the fee simple unimproved property of R. Jennie Speers deceased, sought to be sold.

ORDER OF PUBLICATION

The object of this proceeding is to obtain a Decree of the Circuit Court for Anne Arundel County, in Equity, for the sale in fee simple of unimproved land of R. Jennie Speers, Deceased, situate, lying and being at Earleigh Heights, in the Third Election District of Anne Arundel County, State of Maryland.

The Petition states that by deed dated March 3, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 29, folio 150, R. Jennie Speers acquired title in fee simple from Charles B. Livezey and wife to some 73 acres of land situated at Earleigh Heights, as aforesaid, that said land was thereafter subdivided into building lots and at the time of her death R. Jennie Speers was seized and possessed of fee simple, unimproved lots—as shown on a Plat of "Suburban Park" recorded among the Plat records of Anne Arundel County in Plat Cabinet No. 1, Rod Q, Plat No. 14—the average size of said lots being 25' x 100'—as follows:-

Section G, Lots Nos. 15, 16, 17, 18; Section H, Lots Nos. 1 to 22 inclusive; Section I, Lots Nos. 1 to 8, inclusive, 14 to 21, inclusive, 27 to 32, inclusive. Section K, Lots Nos. 1 to 22 inclusive and 55 to 71 inclusive; Section M, Lots 1 and 2; Section S, Lots Nos. 8 to 14, inclusive 20 and 44, and 50 to 55 inclusive. Section T, Lots 41 to 46 inclusive.

That R. Jennie Speers died March 24, 1949, intestate, un-married and without descendants. That her Father and Mother:- Solomon P. Speers, Senior and Margaretta B. Speers pre-deceased her. That a brother, Louis Speers died about 1894 intestate, un-married and without descendants. That a brother, Solomon P. Speers, Junior, and his wife, Edith Speers have been absent and unheard of since 1914. It is believed both Solomon P. Speers, Junior and Edith Speers, his wife are dead, but it is not known if he survived or pre-deceased his wife, nor is it known if they had a child or children. It is not known wether Mary W. F. Speers mentions absolutely or if she is only a tenant-in-common. It is averred she owns concurrently, but it is not known with whom or in what proportion or proportions. That if said land is partitioned, said Solomon P. Speers, Junior and/or Edith Speers, his wife being absent and having no knowledge to put them upon notice to conserve same and pay taxes thereon, the portion allotted them may go to tax sale resulting in a total loss to them; or else in a loss to Mary W. F. Speers if later found, that Solomon P. Speers, Junior, is dead leaving no child. That the land produces no income, is not susceptible of partition in kind and cannot be divided without loss or injury to the interested parties, and it is believed to be advantageous to the interest of all the parties that all of said land be sold, it appearing to be the sure and true way to serve the best interests of all the parties—without risk of loss—and the most efficient and beneficial way of enabling the parties and each of them to effectually realize and enjoy their respective shares or interests in and out of said property. The relief prayed is for the Court to Decree a sale of all said land, to appoint a Trustee or Trustees to make the sale, the proceeds from said sale to be paid as directed under the supervision of the Court. The Court to determine if Solomon P. Speers, Junior, and/or Edith Speers, his wife, or any child or children of the said Solomon P. Speers, Junior, and Edith Speers, his wife, survived R. Jennie Speers; if Solomon P. Speers, Junior, pre-deceased or survived his wife, Edith Speers; and if they had a child or children—to determine if said child or children pre-deceased or survived Solomon P. Speers, Junior, and/or Edith Speers, his wife. And pray further to be allowed to proceed against all parties not known to be residents of the State of Maryland as non-residents, and for such other relief as said causes may require.

IT IS THEREUPON, this 27th day of April, 1950, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, That the Petitioners by causing a copy of this order to be published in some newspaper published in Anne Arundel County once in each of four successive weeks before the 5th day of June, 1950, give notice to Mary W. F. Speers, Solomon P. Speers, Junior, and Edith Speers, his wife, and other non-resident defendants, and all other persons proceeded against as non-residents; and to any and all unknown children, descendants, heirs at law legatees, distributees, devisees, next of kin, wife, husband, widow of above named persons, and personal representatives, whether residents of the State of Maryland or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- Solomon P. Speers, Senior and Margaretta B. Speers, his wife, and Louis Speers; and any and all unknown persons, whether residents of the State of Maryland or not, bodies Political or bodies corporate who may be interested in or who may claim any interest in the fee-simple, unimproved property of R. Jennie Speers, deceased, sought to be sold; and herein mentioned and described, of the object and substance of said proceeding, warning them and each of them to be and appear in this Court in person or by Solicitor on or before the 20th day of June, 1950 to show cause if any they or any of them may have why a Decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk

LIBER 72 PAGE 523
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 6, 1950

We hereby certify, that the annexed

Order of Publication

Equity 9795

Mary W. F. Speers

was published in

Filed June 29-1950

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 June, 1950. The first insertion being made the 2nd day of May, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

LBER 72 FOLIO 524

KATHRYN W. COX, and	*	NO. 9795 EQUITY
CHARLOTTE W. MAIN, TRUSTEES,	*	IN THE CIRCUIT COURT
vs.	*	FOR
SOLOMON P. SPEERS, JR., et. al.,	*	ANNE ARUNDEL COUNTY

* * * * * * *

PETITION FOR DECREE PRO CONFESSO

* * * * * * *

Filed July 10, 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kathryn W. Cox and Charlotte W. Main, Trustees for the Estate of Mary W. F. Speers, An Incompetent, respectfully shows:

1. That on April 12, 1950, your petitioners filed a Petition in this case asking for the partition of certain real estate therein mentioned.

2. That the Defendants, Solomon P. Speers, Jr., and Edith Speers, his wife, were duly summoned by an Order of Publication but have failed to file an Answer , although the time for doing so has expired.

WHEREFORE, your petitioners pray:

That a Decree Pro Confesso may be passed by this Honorable Court and leave be granted to your petitioners to take testimony before any one of the Standing Examiners of this Court to substantiate the allegations of the above mentioned Petitione

And as in duty bound, etc.,

C. Adams Linthicum

Solicitor for Petitioners

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LIBER 72 PAGE 525

KATHRYN W. COX, and	*	NO. 9795 EQUITY
CHARLOTTE W. MAIN, TRUSTEES,	*	IN THE CIRCUIT COURT
vs.	*	FOR
SOLOMON P. SPEERS, JR., et. al.	*	ANNE ARUNDEL COUNTY

* * * * * * *

DECREE PRO CONFESSO

* * * * * * *

Filed July 11, 1950

UPON the foregoing Petition it is this 11th day of July, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the Petition in this case be, and the same is hereby, taken Pro Confesso and leave is further granted to the Petitioners in this cause to take testimony before any one of the Standing Examiners of this Court to substantiate the allegations of the Petition.

Benjamin Michaelson
Judge

LIBER 72 PAGE 526

KATHRYN W. COX, and	*	NO. 9795 EQUITY
CHARLOTTE W. MAIN, TRUSTEES,	*	IN THE CIRCUIT COURT
vs.	*	FOR
SOLOMON P. SPEERS, JR., et. al.	*	ANNE ARUNDEL COUNTY

* * * * * * *

PETITION FOR APPOINTMENT OF
A SPECIAL STENOGRAPHER AND
ORDER OF COURT THEREON

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Kathryn W. Cox and Charlotte W. Main, Trustees for the Estate of Mary W. F. Speers, An Incompetent, respectfully shows:

1 That it becomes necessary to take testimony to support the allegations of a Petition heretofore filed in the above entitled case seeking the partition of certain real estate therein mentioned.

2 That there is at the present time no Court Stenographer available to take and transcribe such testimony.

WHEREFORE, your petitioners pray that this Honorable Court pass an Order appointing a Special Stenographer to take the testimony in this case.

And as in duty bound, etc.,

C. Osborne Duvall
Solicitor for Petitioners

UPON the foregoing Petition it is this 11th day of July, 1950, ORDERED by the Circuit Court forAnne Arundel County, in Equity, that Laura Jickling be, and she is hereby, appointed Special Stenographer for the purpose of taking down and transcribing the testimony in this case.

Benjamin Michaelson
Judge

Petition Filed July 10" 1950

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

EX PARTE, IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, An Incompetent.

KATHRYN W. COX, CHARLOTTE W. MAIN, TRUSTEES FOR MARY W. F. SPEERS, AN INCOMPETENT,

VS.

SOLOMON P. SPEERS, Jr., EDITH SPEERS, his wife, MARY W. F. SPEERS, et al.

EQUITY NO. 9795.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Court is Respectfully asked to rule on the one question hereinafter raised.

It Is Agreed between Counsel that the Facts are, as follows:-

Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, An Incompetent, have filed their Petition for the sale of some 132 unimproved lots of ground belonging to the Estate of R. Jennie Speers, deceased, situate at Earleigh Heights in the Third Election District of Anne Arundel County. They allege that a Sister, namely Mary W. F. Speers is entitled to a one-half undivided interest in said land. That Solomon P.Speers,Jr. a Brother, and his wife Edith Speers have both been absent and unheard of since 1914.- That it is not known whether they are living or dead or if Solomon P.Speers, Jr. pre-deceased or survived his wife. And in the 7th.paragraphallege:-

"That said land is not susceptible of partition in kind and cannot be divided without loss or injury to the parties interested therein;and your Petitioners believe and aver that it is advantageous to each and all of the parties that all of said land be sold-it appearing to be the sure and true way to serve the best interests of all the parties - without risk of loss-and the most efficient and beneficial way of enabling the parties and each of them to effectually realize and enjoy their respective shares or interests in - and out of said property".

That Notice by Publication has been given all non-residents of the State of Maryland and all parties not known to be residents of the State of Maryland are treated as non-residents.

Filed 22 August 1919

A copy of the Order of Publication was served on Mary W. F. Speers at Ypsilanti State Hospital, Ypsilanti, Michigan through the Office of the Sheriff of Washtenaw County, State of Michigan, and the said Mary W. F. Speers has filed her Answer herein.

Testimony has been taken in the case which shows that R. Jennie Speers died March 24, 1949 intestate, unmarried and without issue; that her Father, Solomon P.Speers,Senior, her Mother, Margaretta B. Speers and a Brother Louis M..Speers - all three pre-deceased the said R. Jennie Speers; that a Brother Solomon P.Speers,Jr. and his wife Edith Speers have both been absent and unheard of since 1914, and that her Sister Mary W. F. Speers is living and at Ypsilanti, Michigan. No other relatives.

The proof also seems to establish the allegation that the property cannot be divided without loss or injury to the parties interested therein.

Attached is a Certified copy of the Probate Court of Wayne County, State of Michigan dated December 2, 1936 declaring Mary W. Speers insane - without the verdict of a Jury.

Petitioners have proceeded upon the theory, which they believe to be correct, that Mary W. Speers - who is one and the same person as Mary W.F.Speers a Sister of R.Jennie Speers,deceased - was a resident of the State of Michigan, was committed as being insane in the State of Michigan as a resident of the State of Michigan and by a Michigan Court in accordance with Michigan law - which should be cognisable by any other Court in any other State.

Wilson vs. Carson 12 Md., 54: "The recognition of the laws of other States in the administration of justice in this,is not a right strictl juris but depends entirely upon comity and in extending it, Courts are always careful to see that the Statutes or policy of their own State are not infringed upon to the injury of their own citizens.-5th paragraph of Syllabus.-in the case.

The Petitioners believe that it has been the general practice of the Courts of this State to give full faith and credit to the public Acts, Records, etc. of every other State.

However, in the State of Maryland the controlling Law as applied to its own Citizens seems to be set out fully in the case of Hamilton vs. Traber 78 Md., 26 to the effect that a Decree for the sale of property belonging to a lunatic could not be passed until his lunacy has been established by a jury.

The Court is respectfully asked to rule:- the Petitioners should proceed further, that is to say prepare and present to the Court for its signature and approval a Decree for the sale of the said 132 unimproved lots - or whether the Court rules that before presenting a Decree for its signature, etc. the said Mary W. F. Speers shall first be declared insane by a Verdict of a Jury.

RESPECTFULLY SUBMITTED,

C. Osborne Duvall

C. OSBORNE DUVALL,

Charles W. Main

CHARLES W. MAIN, SOLICITORS FOR PETITIONERS: Kathryn W. Cox and Charlotte W. Main, Trustees.

Winson G. Gott Jr.

WINSON G. GOTT, Jr. ATTORNEY BY APPOINTMENT OF COURT FOR MARY W.F. SPEERS, AN INCOMPETENT.

K52—8801—8M—10-36

STATE OF MICHIGAN, County of Wayne } ss.

#235328

LIBER 2059 PAGE 303

At a session of the Probate Court for said County of Wayne, held at the Probate Court Room in the City of Detroit, on the 2nd day of December in the year one thousand nine hundred thirty-six

Present Joseph A. Murphy Judge of Probate

IN THE MATTER OF MARY W. SPEARS, an insane person.

This being the adjourned day for hearing the petition of Alan Canty alleging that Mary W. Spears is insane, and praying that she may be admitted to the YPSILANTI STATE HOSPITAL or ELOISE HOSPITAL, or to some other suitable hospital or asylum in the State of Michigan, due notice of the hearing thereof having been given as required by law and as directed by this Court and it appearing to the Court upon filing certificates, taken under oath, of two legally qualified physicians appointed by this Court to make the required examination of said person, and after a full investigation of said matter without the verdict of a jury, that said Mary W. Spears is insane and a fit person for care and treatment in an asylum or institution for the care of the insane, that she has not acquired a legal settlement in the County of Wayne, nor in any other County in said State of Michigan, and that said petitioner was legally competent to make said petition.

IT IS ORDERED that said MARY W. SPEARS be admitted to the Ypsilanti State Hospital, as a public patient, at the expense of the State of Michigan. xxxxxx xxxxxx

Joseph A. Murphy

JOSEPH A. MURPHY
Judge of Probate.

EXEMPLIFICATION OF RECORD (DOUBLE) LIBER 72 PAGE 530 K35—4100—10M—4-50.

STATE OF MICHIGAN } ss.
County of Wayne }

PROBATE COURT FOR SAID COUNTY

I, Ruth R. Bolla Deputy Probate Register for said County and acting as Clerk of said Probate Court, do hereby certify, that I have compared the foregoing copy of Order dated December 2, 1936, admitting ward to Ypsilanti State Hospital, as a public patient at the expense of the State of Michigan, as more fully set forth in said order, in the matter of MARY W. SPEARS, an insane Person;

with the original record thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and of the whole of such original record.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Probate Court, at Detroit this Twentieth day of July, A. D. 1950

Ruth R Bolla
Deputy Probate Register.

STATE OF MICHIGAN } ss.
County of Wayne }

PROBATE COURT FOR SAID COUNTY

I, Joseph A. Murphy one of the Judges of the Probate Court aforesaid, do hereby certify that Ruth R. Bolla who signed the foregoing Certificate, is a Deputy Probate Register for said County, and that the foregoing Exemplification of Record is authenticated in due form.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Probate Court, at Detroit this Twentieth day of July, A. D. 1950

Joseph A Murphy
Judge of Probate.

RECEIVED
JUL 24 1950
ATTORNEY

EX PARTE:	)(	No. 9795 Equity
In the Matter of the	)(	In the Circuit Court
Estate of	)(	for
Mary W. F. Speers,	)(	Anne Arundel County
an Incompetent	)(	

TESTIMONY ON BEHALF OF PETITIONERS

July 20, 1950.

Present:

Charles W. Main, Esq.,
C. Osborne Duvall, Esq.,
Solicitors for Petitioners
(Trustees)

Winson G. Gott, Jr., Esq.,
Solicitor for Mary W. F. Sppers

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

W. Leslie Prout, Esq.,
Solicitor for W. Leslie Prout,
Administrator of Margaret J. Speers.

WITNESSES:

W. Leslie Prout	Pages 1 to 4
R. Harry Arnold	Pages 5 to 7
Joseph S. Stewart	Pages 8 to 9
Horace W. Carson	Pages 10 to 12
J. Brooks Mellor	Pages 13 to 16
Joseph D. Lazenby	Pages 17 and 18.

Mr. Clerk:

Please file.

Jno. S. Strahorn
EXAMINER

Filed Aug 31 1950

Charles W. Main, Esq., Solicitor for Petitioners (Trustees) first offered in evidence a deed made on the third day of March in the year 1903, by Charles V. Livesey of Baltimore City and State of Maryland, and Florence J. Livesey, his wife, of Cape May and State of New Jersey, to R. Jennie Speers of Anne Arundel County, which is filed herein as "Petitioners' Exhibit A."

Re-filed with testimony, and marked "Petitioners' Examiner's Exhibit No. 1."

- - - - -

W. Leslie Prout, a witness of lawful age produced on behalf of the Petitioners (Trustees), having been duly sworn, testified as follows:

BY MR. MAIN:

Q.1 Will you please state your name, address and occupation.
A. W. Leslie Prout, 618 Court Square Building, Baltimore 2, Maryland. I am an attorney.
Q. 2 Mr. Prout, will you tell us what paper this is?
A. It is a certified copy of the First and Final Account in the Estate of R. Jennie Speers, deceased.

Offered in evidence and filed with testimony, marked "Petitioners' Examiner's Exhibit No. 2."

Q. 3 I hand you a photostatic copy of a receipt from the Register of Wills of Baltimore City. Will you tell us what that is?
A. That is a photostatic copy of a receipt from the Register of Wills of Baltimore of money I deposited with him as Administrator of Miss R. Jennie Speers for the account of Solomon P. Speers, Jr.

Offered in evidence and filed with testimony, marked "Petitioners' Examiner's Exhibit No. 3."

Q. 4 Now Mr. Prout, have you a plat of the property showing the 132 lots to be sold?

A. Yes. This is a copy of a Plat of Sabrina Park. The original of it is recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod 2, Plat 14. This copy is marked to show the 132 lots owned by Miss R. Jennie Speers at the time of her death and are the 132 lots to be sold or partitioned, as the Court may direct.

Offered in evidence and filed with testimony, marked "Petitioners' Examiner's Exhibit No. 4."

Cross-examination

MR. GOTT:

Q. 1 Mr. Prout what investigation, if any, did you make to determine to whom to distribute the estate of R. Jennie Speers, deceased:

A. Miss R. Jennie Speers died March 24, 1949, intestate, unmarried and without issue. Her father, Solomon P. Speers, Sr., was buried July 19, 1901. Her mother, Margaretta B. Speers, was buried May 16, 1924. She had one sister, Mary W. F. Speers, who is living at Ypsilanti, Michigan. She had two brothers, - one, Louis M. Speers, who was buried February 7, 1895. Her other brother, Solomon P. Speer, Jr., lived at Earleigh Heights and, according to the records of the United States District Court for the District of Maryland, he disappeared in January, 1914. His wife was named Edith. She disappeared at the same time. I have not been able to contact anyone who can say whether they are liv-

ing or dead, or who can say whether he pre-deceased or survived his wife. So far as I know they have no children. I have heard that they were divorced but I have not been able to verify it.

Q. 2 Have you visited the land at Earleigh Heights?

A. Yes, I have been over it probably twelve or fifteen times for different reasons.

Q. 3 Do you think that it can be partitioned?

A. Well, you see there is Miss Mary W. F. Speers. She would be entitled to a part of it. And then there is Solomon P. Speers, and his wife. We don't know whether he pre-deceased or survived his wife, so that we would not know in what proportions to partition. Then, of course, if the land were partitioned, Solomon P. Speers, Jr., if he is living, would have no knowledge of it, and wouldn't be able to conserve the land, pay taxes on it, and the net result would be that the land would go to tax sale. Then, on the other hand, after the partition it was later found that Solomon P. Speers, Jr., was dead, then that results in a loss to Miss Mary W. F. Speers because she would be entitled to all, or part, of his share. You understand?

Q. 4 There is no one looking after the property now, is there?

A. No one.

Q. 5 And you think it would be to the advantage of all interests to sell the property?

A. Yes I do, I think so.

Q. 6 To what year have taxes been paid?

A. Taxes have been paid to January 1, 1950, on all lots except four. I examined the title so as to be able to file a correct inventory of the real estate in Miss R. Jennie Speers' estate. I found four lots that belonged to her but were not assessed to

her. I had those four lots put on the assessment books, but taxes have not been paid on those four lots.

GENERAL QUESTION:

Do you know or can you state any other matter or thing which may be of benefit or advantage to the parties to this cause, or any of them, or that may be material to the subject of this your examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

W. Curtis Prince

R. Harry Arnold, a witness of lawful age produced on behalf of the Petitioners (Trustees), having been duly sworn, testified as follows:

BY MR. MAIN:

Q.1 What is your name?

A. R. Harry Arnold.

Q. 2 Where do you reside, Mr. Arnold?

A. Glen Burnie, Maryland.

Q. 3 Mr. Arnold, did you know the late Miss R. Jennie Speers?

A. I did.

Q. 4 How long did you know her?

A. Well, I would say about sixty-five years ago.

Q. 5 Did you know her father and mother?

A. Yes.

Q. 6 What were their names?

A. I can't say what their first names were.

Q. 7 If I should read their names to you, would you recollect them?

A. I wouldn't recall the mother's name but I am sure what the father's name was. The old man was Solomon P. Speers. I never knew what the mother's name was.

Q. 8 You didn't know the wife's full name?

A. No. I knew her well but I didn't know her first name.

Q. 9 Are they living now, Mr. Arnold?

A. No.

Q. 10 How many years have they been dead?

A. I can't say that, but from the testimony here I would say that was correct.

Q. 11 When was the last time you saw Miss Mary W. F. Speers?

A. That's the other daughter?

Q. 12 Yes.

A. Well, I couldn't say exactly. It's been over twenty-five years, at least twenty-five years since I saw her.

Q. 13 Did you know the brother Louis M. Speers?

A. I did.

Q. 14 Do you know whether he is living or dead?

A. He is dead. I saw him die. I was with him when he died.

Q. 15 About when did he die?

A. I have to kinda go back a bit. I think that would have been somewhere around 1895.

Q. 16 Did he ever marry, to your knowledge?

A. Louis Speers? No.

Q. 17 Did you know her brother, Solomon P. Speers, Jr.?

A. I knew him well.

Q. 18 Is he living or dead?

A. I couldn't tell you that.

Q. 19 About when did you last see Solomon P. Speers, Jr.?

A. I haven't seen him since - I would have to go back a little bit and figure it out. I haven't seen him for fifty years.

Q. 20 You don't know whether he is living or dead, do you?

A. I don't know.

Q. 21 You don't know whether he has been divorced if he had been married?

A. No.

Q. 22 Was Solomon P. Speers, Jr., older or younger than Miss R. Jennie Speers?

A. He was younger.

Q. 23 Then if he were living now about how old would he be?

A. If he were living now he would be nearly eighty, somewhere between seventy-five and eighty.

Cross-examination Waived.

In answer to the General Question, Witness answered: "I went to school with Solomon, Louis and Mary. Miss Jennie was older."

Q. Was she in the same school or attending school at the same time?

A. No. I don't think so. I don't remember her being there.

R. Harry Arnold

Joseph S. Stewart, a witness of lawful age produced on behalf of the Petitioners (Trustees), having been duly sworn, testified as follows:

BY MR. MAIN:

Q. 1 What is your full name and address?

A. Joseph Samuel Stewart, my address is Severna Park, Maryland.

Q. 2 Did you know the late R. Jennie Speers?

A. Yes.

Q. 3 How long did you know her?

A. I have known her since 1902.

Q. 4 Did you know her father and mother?

A. Yes.

Q. 5 Her father's name was Solomon P. Speers, is that correct?

A. That's right, I met him in 1889.

Q. 6 And her mother's name was Margaretta B. Speers?

A. That's right.

Q. 7 Are they living or dead?

A. They are dead.

Q. 8 To your knowledge, how many years have they been dead?

A. Mr. Speers died before I came there in 1902. When I first met him I was hauling sand on a boat in 1888 or 1889. He was dead when I came there in 1902. Mrs. Speers, as near as I can remember, died in 1908.

Q. 9 Do you know whether Miss Mary W. F. Speers had any brothers or sisters?

A. Yes. She had two brothers, one was dead.

Q. 10 Was that one Louis M. Speers?

A. That's right.

Q. 11 He is dead, is he not?

A. Yes, he died.

Q. 12 And the other brother was Solomon P. Speers, Jr?

A. Yes.

Q. 13 Is he still living?

A. Not to my knowledge.

Q. 14 When did you last see him?

A. The last time I saw him was when his store and post office - just a week prior to that burning down - and to my best memory that was 1912 or 1913. I haven't seen him since.

Q. 15 Do you know whether he was married?

A. Yes, I knew his wife very well.

Q. 16 Do you know her first name?

A. Edith.

Q. 17 Have any children been born to them, to your knowledge?

A. No children.

Q. 18 Do you know whether the widow is still living?

A. I do not. The last letter we had from her she was in Washington, and I have never heard from her since.

Q. 19 Mr. Speers was never divorced from her, was he?

A. Not to my knowledge.

Q. 20 Was Solomon P. Speers, Jr., older or younger than his sister, Miss R. Jennie Speers?

A. He was younger.

Q. 21 If Solomon P. Speers, Jr., were living, how old would he be, to your knowledge.

A. He is five years older than I and I will be seventh-four the fourteenth of this month. That would make him seventy-nine.

Cross-examination Waived.

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

Joseph S. Stewart

Horace W. Carson, a witness of lawful age produced on behalf of the Petitioners (Trustees), having been duly sworn, testified as follows:

BY MR. MAIN:

Q. 1 What is your full name?

A. Horace Woodward Carson.

Q. 2 Where do you live, what is your home address?

A. My home address is Severna Park. I live at Jones Station.

Q. 3 What is your occupation?

A. I am a retired rural letter carrier.

Q. 4 Did you know the late Miss R. Jennie Speers?

A. Yes.

Q. 5 Did you know her father and mother?

A. I didn't know her father but I knew her mother.

Q. 6 What was her mother's name?

A. Margaretta B. Speers. She belonged to the Finley family.

Q. 7 Do you know whether she is living or dead?

A. To my knowledge, she is dead. Mr. Speers died before I came to Anne Arundel County.

Q. 8 How long have they been dead to your knowledge?

A. I don't know how long Mr. Speers has been dead, but Mrs. Speers died two or three years after I came here in 1905. I met her two or three times on business.

Q. 9 Do you know Miss Mary W. F. Speers?

A. Yes, I know her.

Q. 10 Did she have any brothers?

A. Yes. I knew Solomon Speers. I didn't know Louis. He died before I knew them.

Q. 11 Do you know if he is dead?

A. I know it from hearsay.

Q. 12 Do you know when he died?

A. He was dead some years before I came here in 1905.

Q. 13 Did you know Solomon P. Speers, Jr.?

A. Yes.

Q. 14 Is he living or dead?

A. That I don't know.

Q. 15 When did you last see him?

A. Some time in the early teens. He was postmaster at Earleigh Heights and I was freight agent for the Railroad in Annapolis, and I would see him frequently in that way.

Q. 16 Can you say whether he ever married?

A. I knew his wife.

Q. 17 Is she living or dead?

A. I don't know.

Q. 18 Do you know whether they had any children?

A. I never saw any, never heard of any.

Q. 19 What was her name?

A. Edith.

Q. 20 Have you ever heard of them being divorced?

A. No.

Q. 21 Was Solomon P. Speers, Jr., older or younger than Miss Jennie?

A. Younger.

Q. 22 And you don't know whether he is living or dead?

A. I don't know.

Q. 23 How old would he be now if he were living?

A. I imagine at the time I knew him he was twelve or fifteen years older than I, and I am sixty-four.

Cross-examination

BY MR. GOTT:

Q. 1 Do you know any other relatives of the Speers family - cousins, or any other relations at all?

A. No.

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

Horace W. Carson

J. Brooks Mellor, a witness of lawful age produced on behalf of the Petitioners (Trustees), having been duly sworn, testified as follows:

BY MR. MAIN:

Q. 1 Please state your name and address.

A. J. Brooks Mellor, Severna Park, Maryland.

Q. 2 What is your business?

A. Real Estate Broker.

Q. 3 How long have you lived in Anne Arundel County?

A. Twenty-nine years.

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

A. Thirty-one years.

Q. 5 You were in the business before you came here?

A. Yes, in Baltimore.

Q. 6 Are you familiar with the value of real estate in Anne Arundel County?

A. I am.

Q. 7 Have you ever been requested to give the value of real property in law cases?

A. I have.

Q. 8 Are you familiar with land and lot values in and around ~~County~~ Earleigh Heights, in the Third Election District of Anne Arundel County?

A. I am.

Q. 9 You were requested to inspect and value the lots left by the late R. Jennie Speers, some 132 lots, were you not?

A. Yes.

Q. 10 Did you examine all of them?

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A. I didn't go over every individual lot, no sir. They were similar, and I took a birds-eye view of the whole property.

Q. 11 Did you have a plat of Sabrina Park?

A. I did.

Q. 12 Where is that located?

A. About one-third of a mile the other side of the railroad from Earleigh Heights.

Q. 13 What, in your opinion, is a fair and reasonable value for the 132 lots that you appraised or examined?

A. I subdivided the lots into two groups - those that were on the County Road which had been laid out and thirty-four lots on ~~un~~improved roads. They called them lots - they are only 25 feet wide by 100 feet deep. The balance of the property is grown up, second growth woodland, no streets or avenues, and should be thrown back into acreage, which acreage is, approximately, five and a half.

Q. 14 Five and a half acres?

A. Yes.

Q. 15 What would be the value of those acres?

A. $25.00 an acre.

Q. 16 What is the value of the lots?

A. I have used my best judgment in placing a true valuation on those lots. I have not adhered to the fair price market, as established by recent comparable sales. One of our foremost authorities on appraisals has advised us that, whereas the Courts pay great attention to comparable sales in the immediate area, they are frequently misleading, and in this instance they are very misleading. If we refer to the date of the transactions we find they ran from September 25, 1942, to January 8, 1946. The prices obtained for these lots at that time was more than I am selling first-class lots with double the area, at the present time, on

hard roads, with natural gas and electricity, and in a neighborhood which has twelve to fifteen thousand dollar homes in it. The reason for that was that at that time inexperienced men, with no trade, simple laborers, were working in the shipyards loading ships, and things of that sort, and bringing home pay envelopes that would make even a bank president envious. They had no ideas of the value of anything and they paid as high as $8.00 a foot for land in this immediate section. They improved them with shacks that look as if they were built of flotsam and jetsam,- no architecture to the buildings - and they are now what we would term a slum area.

Q. 17 Are they being used now, people living in them at the present time?

A. Yes, they are being occupied. - I have accordingly valued the building lots at $1.00 a foot, and as there are eight hundred and fifty feet on unimproved roads, I place a valuation of $850.00 on these lots.

Q. 18 Does that include buildings?

A. There are no buildings on these lots. My total valuation, therefore, is $957.50, or, in round numbers, $1,000.00.

Q. 19 Have you any interest financially in any of these lots or in any of the parties to this cause?

A. I have stated in my appraisal certificate that I have not, and such is the case.

Cross-examination

BY MR. GOTT:

Q. 1 Mr. Mellor, you have heard the testimony in this case, particularly the fact that there are no heirs known of in this vicinity to manage the property. Do you think it would be

best, at this time, to sell the property, rather than hold on indefinitely, pay taxes, etc?

A. I think it would be best to sell it.

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

J Brooks Wellor

Winson G. Gott, Jr., a witness of lawful age produced on behalf of the Petitioners (Trustees) having been duly sworn, testified as follows:

BY MR. MAIN:

Q. 1 Mr. Gott, do you represent Miss Mary W. F. Speers?

A. Yes.

Q. 2 Have you, as her attorney, received any communications from the Attorney General of the State of Michigan regarding Miss Speers?

A. Yes, I have received several letters.

Q. 3 Is this one of the letters you received?

A. Yes, I received that letter, dated June 21, 1950.

Offered in evidence and filed with testimony, marked "Petitioner's Examiner's Exhibit No. 5."

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

Winson G. Gott Jr.

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

BY MR. DUVALL:

Q. 1 Will you please state your name, address and occupation.

A. Joseph D. Lazenby, 215 Main Street, Annapolis, real estate.

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

A. Since 1932.

Q. 3 Are you familiar with the valuation of property in Anne Arundel County?

A. Yes.

Q. 4 Have you ever been requested to give valuations of properties for Court purposes?

A. Yes, many times.

Q. 5 Are you familiar with land and lot values in the area around Earleigh Heights?

A. Yes.

Q. 6 I believe you were requested to inspect and place a value on certain lots owned by the late R. Jennie Speers, about 132 in number, as designated on a plat of Sabrina Park?

A. Yes.

Q. 7 Did you go on the ground to make this inspection?

A. Yes, on June 8, 1950.

Q. 8 What, in your opinion, is a fair and reasonable value of the 132 lots in question?

A. The value of the 132 lots, in my opinion, is $1,250.00.

Q. 9 How do you arrive at the value which you have placed on this property?

A. In my opinion, this property is located far away from any development area, with a small frontage on a paved road. I

therefore thought it was more practical to value it as acreage and not as lots. I placed a value of $475.00 per acre on the approximately two acres fronting on the paved road, and $50.00 per acre for the remaining six acres, which were off the main road.

Q. 10 Have you any interest financially in any of these lots, or in any of the parties to this suit?

A. No.

Q. 11 In your opinion, should this property be divided in equal geographical portions, or should the property be sold and the proceeds distributed?

A. It should be sold as a whole and the proceeds distributed.

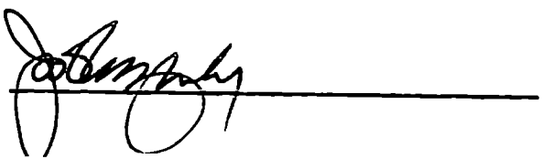
CROSS-EXAMINATION:

By Mr. Gott:

Q. 1 Mr. Lazenby, do you think it would be best to offer this property for sale now, or would it be advantageous to hold it indefinitely?

A. I would think the sooner you sell it the better. It is grown up into scrub growth, and the sooner it is sold the better for everybody concerned.

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



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 31st day of August, 1950.

EXAMINER (SEAL)

JSS - $ 8.00 JSS
LRJ 18.00 L.R.J.

First:-Offer in evidence Certified Copy deed Chas.B.Livezey & Wf.to R.Jennie Speers conveying to her 72-79/100 acres at Earleigh Heights.

Testimony in Speers Case (1)

LIBER 72 PAGE 548

W.Leslie Prout:- Name ,address,occupation.

Please askme to identify three papers:-

1. Certified Copy First and final Administration A/C Estate of R.Jennie Speers.
2. Receipt or rather photostatic copy of receipt from Register of Will for money deposited with him by me as Administrator for a/c of Solomon P.Speers.Jr.
3. Plat of Property showing the 132 Lots to be sold.

Mr.Winson G.Gott will cross examine. His questions will be what investigation I made to determine to whom to distribute estate of R.Jennie Speers.

Also if I have been ~~ob~~- at Earleigh Heights where Miss Speers Lots are located - if they can be ~~partioned~~- partitioned - if advisable to partition,etc. Note:- The proceeding is for a sale - not for a partition.

After cross examination- ask me the general question.

Harry Arnold

Mr.~~[illegible]~~:- Name.address,occupation.

Did you know the late R. Jennie Speers?

Did you know her Father and Mother and their names?
(Names:-Solomon P.Speers, Jr. and Margaretta B.Speers).
Are they living or dead?
How many years have they been dead?
Did she have any Sisters and their names?
When was the last time you saw herSister,Miss Mary W.F.Speers?
Did she have any Brothers and their names?

Did you know ~~he~~ her Brother Louis M Speers?
Is he living or dead?
When did he die? Did he ever marry? Do you know if he left a Will

Did you know her Brother Solomon P.Speers,Jr.
Is he livigg or dead?
When did you last see him?

Have you heard from him or of him since that time.

Can you say if Solomon P.Speers,Jr.ever married,and name of wife.

Did they have any children?

Have you ever heard of them being divorced. If so do you know

where the divorce was obtained.
Was Solomon P.Speers Jr.older or younger than Miss R.Jennie Speers.
If Solomon P.Speers,Jr.is living - howold would he now be?

Do you know or can you state,any other matter or thing which may be of benefit or advantage to the parties to this cause or any of them,or that may be material to the subject of this your examination,or the matters in question b etween the parties.If yes,state the same fully and at large in your answers.

Ask Mr.Joseph Stewart and Mr.Horace Carson same questions asked Mr.Arnold

R. JENNIE SPEERS

FIRST AND FINAL ADMINISTRATION ACCOUNT OF W. LESLIE PROUT, ADMINISTRATOR OF THE ESTATE OF R. JENNIE SPEERS, IDENTIFIED BY COURT ORDER AS BEING ONE AND THE SAME PERSON AS MARGARET J. SPEERS AND AS MARCARETTA J. SPEERS - Deceased.

This Accountant charges himself with amount of Inventory		$420.58
Excess by sale of Chattels:-		46.68
Balances collected by the Administrator on sales of Real Estate made by the Deceased in her lifetime under Installment Sales Contracts:-		1057.34
		$1524.60
And he craves allowance for the following payments and disbursements:-		
Register - Letters 3-28-49	$5.10	
Register - Four Certified Copies of Letters, 3-28-49	2.00	
Daily Record - Notice to Creditors	9.00	
Fidelity & Deposit Company - Bond	10.00	
Register - Certified Copy Order of Identification, 4-5-49	.50	
Samuel C. Williams and Charles E. Lloyd for appraising personal property (after hours)	20.00	
David Saintz - Rent of Apartment rear First Floor 1622 Eutaw Place	30.00	
Register - Inventory 4-11-49	4.00	
Register - Certified Copy Order of Identification, 7-18-49	1.00	
George Brown for cleaning old papers and rubbish out of Apartment rear first floor 1622 Eutaw Place	2.00	
Dr. William F. Rehner	100.00	
$293.60 Dr. Raymond M. Curtis	110.00	

PETITIONERS' EXAMINER'S EXHIBIT NO. 2

EXAMINED BY

		Brought forward	$1524.60
Brought Forward		$293.60	
Dr. John W. Chambers		25.00	
Charles P. Towell, Funeral Bill		290.00	
Balance due Union Memorial Hospital		83.51	
1949 Real Estate Taxes		9.95	
Register - List of Debts due Estate 3-3-1950		1.00	
Register - Real Inventory 4-6-1950		13.00	
~~Register-Collateral-Inheritance-Tax-Real-Estate-4-6-50-57.00~~			
Register-Certified Copy of Real Inventory to be filed Orphans' Court Anne Arundel County, 4-11-50		2.00	
R. Glenn Prout, Register of Wills, Anne Arundel County, to filing and recording real Inventory		3.00	
To 1/2 cost of Revenue Stamps on 5 deeds		3.85	
$783.66 Notary Fees		1.75	
W. Leslie Prout - Counsel Fee		225.00	
Petition and Order of Identification		1.00	
Petition and Order to sell Chattels		1.00	
Five Petitions and Orders to Convey Real Estate		5.00	
Petition and Order to pay Counsel Fee		1.00	
Report of Sale of Chattels		1.00	
To this Accountant for his Commissions			
10 Per Cent of $1524.60	$152.46		
Less State Tax	15.25	137.21	
Register - State Tax		15.25	
Register - Recording this Account and Copy		6.00	
Two Releases		2.00	1121.12
			~~1178.12~~
			~~-$346.48~~
			$403.48

Brought Forward		403.48 ~~$346.48~~
Register - Collateral Inheritance Tax of Realty	57.00	
Register - Collateral Inheritance Tax, 7½% of ~~$346.48~~ $403.48	30.26	87.26 ~~25.98~~
ESTATE TO BE ACCOUNTED FOR		-~~$320.50~~ 316.22

DISTRIBUTION MADE

One-half to Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W.F. Speers - a Sister of the Deceased. Appointment of said Trustees made by a Decree of The Circuit Court of Anne Arundel County, State of Maryland, dated February 28, 1950, in a Cause therein pending entitled: Ex Parte In the Matter of The Estate of Mary W.F. Speers, An Incompetent:

158.11
~~160.25~~

One-half withheld for a brother of the Deceased, namely; Solomon P. Speers, Junior, who has been absent and unheard of since on or about 1914, same withheld in accordance with the provisions of the Acts of 1941 Chapter 857 now Sections 280-A - 280-M Article 16 of 1947 Code Supplement, permitted by Statute to be cited as "Uniform Absence as Evidence of Death and Absentees' Property Act" and subject to the Order of this Court

158.11 ~~160.25~~	316.22 ~~320.50~~
ESTATE ACCOUNTED FOR	00.00

W. Leslie Prout
W. Leslie Prout, Administrator

RECEIPT #A70892
PAID 4-20-1950
7½% on $403.58 - $30.26
JOHN H. BOUSE
Register of Wills for Baltimore City

Sworn to 4/20/1950
before John H. Bouse, Register of Wills
for Baltimore City - Parr

Approved by the Orphans' Court of Baltimore City on the 21st day of April, 1950.
TEST: JOHN H. BOUSE
Register of Wills for Baltimore City

State of Maryland, LIBER 72 PAGE 552

BALTIMORE, CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, **DO HEREBY CERTIFY THAT** the aforegoing is a true and full copy of the First and Final Administration Account

Estate of

R. Jennie Speers, also known as Margaret J. Speers and Margaretta J. Speers late of said city, deceased,

taken from the original filed and

kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 26th day of April, in the year of our Lord nineteen hundred and ~~forty~~ fifty.

John H. Bouse

Register of Wills for Baltimore City.

5000 1-49

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EXAMINED BY

LIBER 72 PAGE 553

Baltimore, Md.,

April 28th 1950.

Estate of Margaret J. Speers, also
known as R. Jennie Speers, deceased.

I, John H. Bouse, Register of Wills for BaltimoreCity, do hereby acknowledge to have received of W. Leslie Prout, Administrator of the Estate of Margaret J. Speers, also known as R. Jennie Speers, deceased, check for One Hundred Fifty-eight Dollars and Eleven Cents ($158.11), being the distributive share of Solomon P. Speers, Junior, as per order of the Orphans' Court of Baltimore City passed April 28th 1950.

Estate Docket No.67 folio 109.
Proceedings Liber No.231 folio
392.

John H. Bouse

Register of Wills for Baltimore City.

STATE OF MICHIGAN

STEPHEN J. ROTH
ATTORNEY GENERAL
GRAYDON G. WITHEY
DEPUTY
ELBERN PARSONS
CHIEF ASSISTANT

BEN H. COLE, CHIEF OF STAFF
1900 CADILLAC SQUARE BUILDING
WOODWARD 2-5083
DETROIT 26, MICHIGAN

BRANCH OFFICE OF THE
ATTORNEY GENERAL

June 21, 1950

Mr. Winson G. Gott, Esquire
Lee Building
Annapolis, Maryland

Re: Kathryn W. Cox and Charlotte W. Main, Trustees for the Estate of Mary W. F. Speers, an Incompetent vs. Solomon P. Speers, Jr., et al

#5

Dear Sir:

I am advised by Attorney Charles W. Main that you have been appointed by the Court to represent the interests of Mary W. F. Speers.

Mary W. F. Speers is a patient at the Ypsilanti State Hospital and, as such, her estate is subject to her hospitalization. Hence we would appreciate it very much being kept advised by you as to the progress of this case and also if any assets are received in her behalf.

Very truly yours,

STEPHEN J. ROTH
Attorney General

BEN H. COLE
Assistant Attorney General

By Percival R. Piper
PERCIVAL R. PIPER
Assistant Attorney General

PRP:mh

PETITIONERS' EXAMINER'S EXHIBIT NO. 5

Ex Parte
In The Matter of the Estate of
Mary W.F.Speers, An Incompetent
. . . . . : IN THE

Kathryn W. Cox and
Charlotte W. Main, Trustees for
The Estate of Mary W.F.Speers,
an Incompetent : CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
vs. :
: No. 9795 Equity
: : : : : : : : : : : : :

Solomon P. Speers, Junior, Edith Speers, his wife, Mary W.F.Speers and any and all unknown children, descendants, heirs at law, legatees, distributees, devisees, next of kin, wife, husband, widow of above named persons, and personal representatives, whether residents of the State of Maryland or not, of any of above named persons who may be deceased; and of the following deceased persons, namely:- Solomon P. Speers, Senior, Margaretta B.Speers his wife, and Louis Speers and any and all unknown persons, whether residents of the State of Maryland or not, bodies political or bodies corporate, who may be interested in or who may claim any interest in the fee simple, unimproved property of R.Jennie Speers, deceased, sought to be sold and herein particularly mentioned and described.

: :

Filed 5th Oct, 1950

ANSWER TO PETITION OF TRUSTEES FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Mary W.F.Speers, an incompetent, by Winson G. Gott, Jr., her duly appointed solicitor, to the Petition herein filed by Kathryn W. Cox and Charlotte W.Main, Trustees, praying for the sale of the real estate of R. Jennie Speers, deceased, respectfully represents unto your Honor:

That being an incompetent, she can neither admit nor deny the allegations in said Petition, and therefore submits her rights to the protection of this Honorable Court.

And, as in duty bound, etc.

Winson G. Gott

Winson G.Gott, Jr., Solicitor for
Mary W.F.Speers, an incompetent

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT,

EQUITY NO. 9795.

KATHRYN W. COX and CHARLOTTE W. MAIN, TRUSTEES FOR MARY W. F. SPEERS, AN INCOMPETENT,

MOTION TO AMEND PETITION TO SELL REAL ESTATE.

VS.

SOLOMON P. SPEERS, JR. et al.

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Kathery W. Cox and Charlotte W. Main, Trustees for Mary W.F. Speers, An Incompetent, by Charles W. Main and C. Osborne Duvall, their Solicitors, respectfully move the Court for leave to amend the Petition to sell Real Estate - heretofore filed herein - by writing in after the last word in the last line of Paragraph 8 of said Petiton the following words:-

"the proceeds to be invested as directed by this Honorable Court".

Charles W. Main.

Charles W. Main.

C. Osborne Duvall.

C. Osborne Duvall.
Solicitors for the Trustees.

ORDER OF COURT

Motion to amend granted as made and as though made in open Court, This 28th day of October, 1950.

Benjamine Michaelson
A. J.

I Hereby Certify, That I have this 28th day of October, 1950 served a copy to amend as set out in above motion on Winson G. Gott, Jr. Solicitor for Mary W.F. Speers, An Incompetent.

C. Osbone Duvall.

C. Osbone Duvall.

Filed 28th Oct., 1950.

Filed 28th Oct., 1950.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF
THE ESTATE OF MARY W. F SPEERS,
AN INCOMPETENT.

KATHRYN W. COX and
CHARLOTTE W. MAIN, TRUSTEES
FOR MARY W. F. SPEERS, AN INCOMPETENT,

VS.

SOLOMON P. SPEERS, JR., et al

EQUITY NO. 9795.

Petition for appointment of Guardian ad litem

Filed 6 Nov, 1950.

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, An Incompetent, by Charles W. Main and C. Osborne Duvall, their Solicitors, Respectfully move the Court to appoint a Guardian Ad Litem for Mary W. F. Speers, An Incompetent.

Charles W. Main,

C. Osborne Duvall.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF :
THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT.

:

EQUITY NO.9795.

Kathryn W.Cox and
Charlotte W.Main,Trustees
For Mary W.F.Speers,An Incompetent, :

Vs.

Solomon P. Speers, Jr. et al. :

ORDER.

Upon the Aforegoing Motion, It Is This 6th day of November ~~October~~, One Thousand Nine Hundred and Fifty, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY, That J. Henry Zeller be and he is hereby appointed Guardian Ad Litem for Mary W. F. Speers, An Incompetent.

Benjamin Michaelson
Judge

Filed 6 Nov, 1950

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Ex Parte
In the Matter of the Estate of Mary W.F.Speers,An Incompetent : IN THE

. . . . . : CIRCUIT COURT FOR

Kathryn W. Cox and Charlotte W. Main,Trustees for the Estate of Mary W.F.Speers,an Incompetent : ANNE ARUNDEL COUNTY

No. 9795 Equity

vs.

Solomon P. Speers,Junior, Edith Speers, his wife,Mary W.F.Speers and any and all unknown children,descendants,heirs at law, legatees,distributees,devisees,next of kin, wife,husband,widow,of above named persons, and personal representatives,whether residents of the State of Maryland or not,of any of the above named persons who may be deceased;and of the following deceased persons,namely:- Solomon P. Speers,Senior,Margaretta B.Speers,his wife, and Louis Speers and any and all unknown persons,whether residents of the State of Maryland or not,bodies political or bodies corporate, who may be interested in or who may claim any interest in the fee simple,unimproved property of R. Jennie Speers,deceased,sought to be sold and herein particularly described and mentioned

: :

Filed 9 Nov, 1950

ANSWER OF GUARDIAN AD LITEM TO PETITION FOR SALE OF REAL ESTATE

TO THE HONORABLE,THE JUDGE OF SAID COURT:

The answer of J. Henry Zeller, guardian ad litem for Mary W.F.Speers, an incompetent, to the Petition herein filed by Kathryn W. Cox and Charlotte W. Main,Trustees,praying for the sale of the real estate of R. Jennie Speers, deceased,respectfully represents unto your Honor:

That said Mary W.F.Speers, being an incompetent, cannot neither admit nor deny the allegations in said petition, and therefore submits her rights thereunder to the protection of this Honorable Court.

And as in duty bound,etc.

J. Henry Zeller

J.Henry Zeller,Guardian ad litem for Mary W.F.Speers,an incompetent

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KATHRYN W. COX, and	*	NO. 9705 EQUITY
CHARLOTTE W. MAIN, TRUSTEES,	*	IN THE CIRCUIT COURT
vs.	*	FOR
SOLOMON P. SPEERS, JR., et. al.,	*	ANNE ARUNDEL COUNTY

* * * * * * *

SUBMISSION FOR DECREE

* * * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT

The above entitled case is hereby submitted for Decree.

Winson G. Gott, Jr.
Solicitor for Mary W. F. Speers

C. Osborne Duvall
Solicitor for Petitioners

Filed 29 Nov, 1950

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE,
IN THE MATTER OF THE ESTATE OF
MARY W. F. SPEERS, AN INCOMPETENT,

KATHRYN W. COX and
CHARLOTTE W. MAIN, TRUSTEES FOR
THE ESTATE OF MARY W. F. SPEERS,
AN INCOMPETENT,

VS. EQUITY NO. 9795.

SOLOMON P. SPEERS, JUNIOR,
EDITH SPEERS, his wife,
MARY W. F. SPEERS,
Et Al.

Filed 2 Dec., 1950.

DECREE.

This cause standing ready for hearing and being submitted, the proceedings were by the Court read and considered. And it appearing to the Court from the proof and proceedings herein that:-

(a). On February 28, 1950 by Decree of this Court Kathryn W. Cox and Charlotte W. Main were appointed Trustees for Mary W. F. Speers, an Incompetent, and they have qualified as such Trustees by filing their duly approved bond. That Mary W. F. Speers is a Sister of R. Jennie Speers, who died intestate, unmarried and without issue on March 24, 1949, leaving surviving her - her Sister the said Mary W. F. Speers and a Brother Solomon P. Speers, Junior, who intermarried with Edith Speers and both of whom have been absent and unheard of since on or about the year 1914.

(b). That the said R. Jennie Speers also died seized and possessed of One Hundred and Thirty-Two (132) unimproved lots of ground situate at Marleigh Heights in the Third Election District of Anne Arundel County, State of Maryland, all shown and designated by Lot Numbers on a Plat of "Sabrina Park" recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1 Rod Q Plat No. 14 - the average size of said Lots being 25' x 100'.

(c). The Estate of R. Jennie Speers, deceased, has been administered upon.

(d). No division of said lots between the heirs and/or next-of-kin of the said R. Jennie Speers has ever been made.

(e). Notice by Publication has been given all non-residents of the State of Maryland and all parties not known to be residents of the State of Maryland are treated as non-residents.

(f). A copy of the Order of Publication is shown by the return of the Sheriff of Washtenaw County, State of Michigan, to have been served on the said Mary W. T. Speers at Ypsilanti State Hospital, Ypsilanti, Michigan.

(g). The Petition states that the land is not susceptible of partition in kind and cannot be divided without loss or injury to the parties havingan interest therein, that it is advantageous to each and all of the parties that all of said land be sold; and the proof establishes the allegation that the property cannot be divided without loss or injury to the parties having an interest therein.

IT IS THEREUPON THIS 2d day of December, 1950, BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.ADJUDGED, ORDERED AND DECREED, That all of said lots be sold. That the lots to be sold - shown and designated on the Plat, aforesaid, are:- all in fee simple.

The following Lots are on the County Road - as shown on said Plat - running southwesterly from Jumper Hole Road. This County Road for some years past has been called Spring Hill Avenue and is a paved road:-

2 Lots Section M. Nos. 1 and 2,
22 Lots Section I. Nos. 27 to 48 both inclusive,
On Jumper Hole Road -paved:-
2 Lots Section H. Nos. 1 and 2,
8 Lots Section I. Nos. 1,2,3,4,49,50,51,and 52.
The following lots are on streets not cut through:-
4 Lots Section G. Nos.15,16,17 and 18,
20 Lots Section H. Nos 3 to 22 both inclusive, Lots Nos. 3 and 14 Section H are each 50' wide. Lots Nos. 4 to 18 Section H are of irregular depth.

8 9

12 Lots Section I. Nos. 5,6,7,8 and 14 to 21 both inclusive,
42 Lots Section K. Nos. 1 to 22 both inclusive and Nos. 55 to 74 both inclusive. Lot No. 1 Section K. fronts 50' on the east side of Forest Avenue with an irregular width being 10' wide in the rear. Lot No. 74 Section K. fronts 20-1/2' on the west side of Springhill Avenue with an irregular width being 60' wide in the rear.
14 Lots Section S. Nos. 8 to 14 both inclusive, 19,44 and 51 to 55 both inclusive.
6 Lots Section U. Nos. 44 to 49 both inclusive. Lots Section U have an irregular depth.

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That Kathryn W. Cox and Charlotte Wood 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 this Court, that is with the Clerk of this Court a bond to the State of Maryland executed by themselves and a corporate surety to be approved by this Court in the penalty of Fifteen Hundred ($1500.00) Dollars conditioned for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Order or Decree in the premises; they shall then proceed to make said sale, after having given at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County, State of Maryland, as they shall think proper of the time, place, manner and terms of sale, which shall be for cash; they shall first offer said lots where possible two lots at a time reserving the bids thereon, and where not feasible to offer two lots at a time - then not more than four lots at a time reserving the bids thereon; they are then to offer all of the lots to be sold as an entirety - the sale to be made for the highest price or highest prices obtainable; or said lots may be sold at private sale, provided that no private sale thereof shall be for a less sum than Twelve Hundred and Fifty Dollars the appraised value of said property as shown by the proofs herein.

And as soon as may be convenient after any such sale, said Trustees shall return to this Court a full 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 onpayment of the whole purchase money, said Trustees shall by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or personal representatives, the property and estate to him, her or them sold, free, clear and discharged from all claims of the partieshereto, complainants and defendants, and those claiming by, from or under them or any of them.

And said Trustees shall bring into this Court the money arising from said sale which, after deducting the costs of this suit and such Commissions to said Trustees as this Court shall think proper to allow shall be distributed under the direction of this Court, ~~as follows:~~

~~One-half to Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, an Incompetent.~~

~~One-half to~~

~~Trustees appointed by this Court to make this sale to be held by them for the account of Solomon P. Speers, Junior, under the supervision of this Court, and in accordancewith the provisions of Act of the General Assembly of Maryland year 1941 Chapter 857, now Article 16 Sections 280-A to 280-M Code 1947 Supplement and permitted by Statute to be cited as:- "Uniform Absence as Evidence of Death and Absentees' Property Act", and subject to the further Order of this Court.~~

worked out by the Court
Judge Nicholson
12/2/50

Benjamin Nicholson
Judge

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF THE ESTATE OF MARY W.F.SPEERS, AN INCOMPETENT. : EQUITY NO. 9795.

KATHRYN W. COX and CHARLOTTE W. MAIN, TRUSTEES FOR MARY W. F. SPEERS, AN INCOMPETENT, : Petition for authority to give Notice to Creditors, if any, of Mary W.F.Speers to file their claim or claims in this Proceeding.

VS.

MARY W. F. SPEERS et al. :

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

1. As appears from the Proceedings herein, The State of Michigan has filed its claim for any money distributable in this Proceeding to Mary W.F.Speers, An Incompetent - she having been confined in The Ypsilanti State Hospital, Ypsilanti, Michigan, for some years; and your Petitioners are advised that in pursuance of Section 139 Article 16 Annotated Code of Maryland 1939, a Notice to Creditors in the form followed in Equity to file claims, if any they may have, must be given by your Petitioners by published Notice in one newspaper published in Anne Arundel County for at least thirty days.

WHEREFORE, your Petitioners pray that an Order may be passed directing Notice to Creditors be given as provided by law in such cases.

AND AS IN DUTY BOUND, ETC.

Kathryn W. Cox
KATHRYN W. COX, TRUSTEE.

Charlotte W. Main
CHARLOTTE W. MAIN, TRUSTEE.

C. Osborne Duvall
C. Osborne Duvall,

Charles W. Main
Charles W. Main,
Solicitors for Trustees.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF :

THE ESTATE OF MARY W. F. SPEERS, :

AN INCOMPETENT. : EQUITY NO. 9795.

KATHRYN W. COX and :
CHARLOTTE W. MAIN, TRUSTEES
FOR MARY W. F. SPEERS, An Incompetent, :

VS.

MARY W. F. SPEERS et al. :

ORDER.

ORDERED by The Court this 15th day of December, 1950, That Kathryn W. Cox and Charlotte W. Main, Trustees in the above case give notice to all persons having claims against Mary W. F. Speers to file their claims properly authenticated with the Clerk of The Circuit Court for Anne Arundel County, In Equity, on or before the 23d day of February, 1951, by causing a copy of this order to be published in some newspaper published in Anne Arundel County once a week for ~~three successive weeks~~ at least 30 days before the 23d day of January, 1951.

Benjamin Michaelson
Judge

Filed 15th Dec., 1950

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LIBER

Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

A Stock Company

No. 9795 Equity

TRUSTEE'S BOND

#2541964

KNOW ALL MEN BY THESE PRESENTS, That we, Kathryn W. Cox and Charlotte W. Main Baltimore, Maryland and Severna Park, Anne Arundel Co., Maryland, as Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen hundred and 00/100 - - - - - - - - - - - - - - ($1500.00) - - - 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 Fifteenth day of December in the year of our Lord one thousand nine hundred and fifty

Whereas, the above bounden Kathryn W. Cox and Charlotte W. Main

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell that property more particularly described and

mentioned in the proceedings in the case of - - - - - - Ex Parte in the Matter - - - - - - - - vs. of Estate of Mary W. F. Speers, Incompetent now pending in said Court

Filed 27 Dec., 1950.

Now the Condition of the above Obligation is such, that if the above bounden Kathryn W. Cox and Charlotte W. Main 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 obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the Presence of

Frank F. Luthardt — FRANK F. LUTHARDT

Kathryn W. Cox [Seal]

Kathryn W. Cox

Charlotte W. Main [Seal]

Charlotte W. Main

Nellie F. Collison — Nellie F. Collison, Atty.-in-Fact

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Albert E. Frieschman — Albert E. Frieschman, Attorney-in-fact

approved 27 Dec., 1950.
John H. Hopkins, 3rd, Clerk.

State of Maryland, Sct.

I Hereby Certify, that on this day of 19, personally appeared before me, the subscriber, Clerk of the Circuit Court and made oath, in due form of law, that know the pecuniary circumstances of the above named and that worth the amount of the penalty set forth in the within bond, in real estate over and above just debts and liabilities.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE,	:	Equity No. 9795.
IN THE MATTER OF	:	Petition for the Appointment of Appraisers to value chattels and for Authority to sell chattels.
THE ESTATE OF	:	
MARY W. F. SPEERS, An Incompetent.	:	

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Kathryn W. Cox and Charlotte W. Main, Trustees for the Estate of Mary W. F. Speers, An Incompetent, Respectfully shows unto your Honor:-

Filed 11 Jan., 1951

1. That as authorized by Order of this Honorable Court dated March 22, 1950, your Petitioners accompanied W. Leslie Prout to the First National Bank, Baltimore, to open a Safe Deposit Box No. B-171 in the names of Margaretta J. Speers and Mary W. F. Speers - the card reading "access by either or the survivor". They found said Safe Deposit Box to contain only:-

Six lace table doilies, and
One Centre Piece lace nearly 4' long by about 15" wide.

That as the indications were to the effect that these articles belonged to Mary W. F. Speers - the said W. Leslie Prout, Administrator of the Estate of Margaretta J. Speers also known as R. Jennie Speers thereupon relinquished all claim to said articles and turned same over to your Petitioners.

2. That your Petitioners also have in their possession Seven pieces of plated silver ware some of them with the initials "MWFS" on them - also belonging to the said Mary W. F. Speers.

3. That your Petitioners believe the articles of lace above referred to are "imported" lace

4. That your Petitioners know of no use to which they could put said articles for the benefit of said estate; and believe and aver that it is to the best advantage of said Estate that all of said articles be sold. -and the proceeds invested as directed by this Honorable Court.

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WHEREFORE, Your Petitioners Respectfully pray this Honorable Court to pass an Order appointing Appraisers to value said articles and further authorizing your Petitioners to sell all of said articles.

AND AS IN DUTY BOUND, ETC.

Kathryn W. Cox

Kathryn W. Cox, Trustee,

Charlotte W. Main

Charlotte W. Main, Trustee.

C. Osborne Duvall

C. Osborne Duvall,

Charles W. Main

Charles W. Main,
Solicitors for Trustees.

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

I HEREBY CERTIFY, That on this 19 day of May, 1950, before me the Subscriber, a Notary Public of the State of Maryland, in and for the County, aforesaid, personally appeared Kathryn W. Cox, who is known to me, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated to the best of her knowledge, belief and information.

WITNESS my hand and Notarial Seal.

Elsie W. Halsted

NOTARY PUBLIC.

Elsie W. Halsted.

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

I HEREBY CERTIFY, That on this 16th day of May, 1950, before me the Subscriber, a Notary Public of the State of Maryland, in and for the City, aforesaid, personally appeared Charlotte W. Main, who is known to me, and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated. WITNESS my hand and Notarial Seal.

Dorothy V. Burch

NOTARY PUBLIC.

Dorothy V. Burch.

LIBER 72 PAGE 570

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, :

IN THE MATTER OF : EQUITY NO. 9795.

THE ESTATE OF :

MARY W. F. SPEERS, An Incompetent, :

ORDER.

Upon the Aforegoing Petition and Affidavits, IT IS THIS 11th day of ~~May~~ January One Thousand Nine Hundred and ~~Fifty~~ fifty-one, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, In Equity, That S. Judson Neely and David Bowerday be and they are hereby appointed Appraisers to value:-

Six Lace Doilies,
One Lace Centre Piece and
Seven Pieces of Silverware,

said articles being the property of the Estate of Mary W. F. Speers, An Incompetent; and

IT IS FURTHER ORDERED, That after the above mentioned articles have been appraised, Kathryn W. Cox and Charlotte W. Main, Trustees for the Estate of Mary W. F. Speers, An Incompetent, be and they are hereby authorized to sell all of said articles at public or private sale for the highest prices obtainable; and if sold at private sale for not less than the appraised value. - and

IT IS FURTHER ORDERED, That said Trustees return to this Court a full and particular account of their proceedings relating to such sales with an affidavit annexed of the truth and fairness thereof.

Benjamin Michaelson
Judge

Filed 11 Jan., 1951

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF
THE ESTATE OF MARY W. F. SPEERS,
AN INCOMPETENT.

EQUITY CASE No. 9795

KATHRYN W. COX and
CHARLOTTE W. MAIN, TRUSTEES FOR
MARY W. F. SPEERS, AN INCOMPETENT,

VS.

Report of Sale.

SOLOMON P. SPEERS, JUNIOR,
EDITH SPEERS, his wife,
MARY W. F. SPEERS, et al.

Filed 17 Apr., 1951

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Kathryn W. Cox and Charlotte W. Main appointed by Decree of Court in the above entitled cause to sell in fee simple One Hundred and Thirty-Two unimproved Lots of ground, situate, lying and being at Parleigh Heights in the Third Election District of Anne Arundel County, Maryland, shown and designated on a Plat of "Sabrina Park" recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Q Plat No. 14 as Lots Numbered:-

4 Lots Section G. Nos. 15, 16, 17, 18,
42 Lots Section I. Nos. 1 to 8 both inclusive, 14 to 21 both inclusive and 27 to 52 both inclusive,
22 Lots Section H. Nos 1 to 22, both inclusive,
42 Lots Section K. 1 to 22 both inclusive and 55 to 74 both inclsuive,
2 Lots Section M. Nos. 1 and 2,
14 Lots Section S. Nos. 8 to 14 both inclusive, 19, 44, 51 to 55 both inclusive,
6 Lots Section U. Nos. 44 to 49 both inclusive.
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in the Proceedings in said cause mentioned, respectfully shows that after giving bond with security for the faithful discharge of their trust as prescribed in said Decree, which bond was duly approved and after making every reasonable effort to sell said lots did on the 16th day of April....., 1951 sell all of said One Hundred and Thirty-Two Lots of ground at private sale to Manie P. Crawford &c and for the sum of Fifteen Hundred and 00/100..... Dollars she being then and there the highest bidder for said property, of which the sum of One Hundred and Fifty and 00/100..... Dollars has been paid

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on account and the balance to be paid all cash upon ratification of this sale by this Honorable Court.

And the said Trustees also report to the Court that the above mentioned One Hundred and Thirty-Two Unimproved lots were sold in fee simple to the person named in the aforegoing Report of Sale the said Purchaser having offered the highest price therefor. The Selling price being over and above the appraised value.

Respectfully Submitted.

Kathryn W. Cox
Kathryn W. Cox - Trustee,

Charlotte W. Main
Charlotte W. Main - Trustee.

ANNE ARUNDEL COUNTY
STATE OF MARYLAND, ~~CITY OF BALTIMORE~~, to wit:-

I HEREBY CERTIFY, That on this 13 day of April, 1951, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared Kathryn W. Cox ~~one of Charlotte W. Main~~ - the Trustees named in the Foregoing Reportof Sale and ~~she~~ made oath in due form of law, that the matters stated in the above Report of Sale are true and correct as therein stated, and that the sale therein reported was fairly made.

Elsie W. Halsted
NOTARY PUBLIC.
Elsie W. Halsted

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

I HEREBY CERTIFY, That on this 16th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charlotte W. Main, one of the Trustees named in the foregoing Report of Sale, and she made oath in due form of law, that the matters stated in the above report of sale are true and correct as therein stated and that the sale therein reported as fairly made.

Dorothy V. Burch
NOTARY PUBLIC.
Dorothy V. Burch.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

EX PARTE, IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT. : No. 9795 Equity.

KATHRYN W. COX and CHARLOTTE W. MAIN, TRUSTEES FOR MARY W. F. SPEERS, An INCOMPETENT,

VS.

SOLOMON P. SPEERS, JUNIOR, EDITH SPEERS, his wife, MARY W. F. SPEERS et al.

ORDERED, That the private sale of the property mentioned in these proceedings made to Manie P. Crawford and reported by Kathryn W. Cox and Charlotte W. Main, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21 day of May, 1951; provided a copy of this order be inserted in some newspaper published in Anne Arundel County, Maryland once in each of three successive weeks before the 21 day of May, 1951. The report states the amount of private sale to be $1500.00.

John H. Hopkins, 3rd, Clerk.

Filed 17 Apr., 1951

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LIBER 72 PAGE 574 OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9795 Equity

EX PARTE, IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT.

KATHRYN W. COX and CHARLOTTE W. MAIN, TRUSTEES FOR MARY W. F. SPEERS, An INCOMPETENT,

vs.

SOLOMON P. SPEERS, JUNIOR, EDITH SPEERS, his wife, MARY W. F. SPEERS et al.

ORDERED, That the private sale of the property mentioned in these proceedings made to Manie P. Crauford and reported by Kathryn W. Cox and Charlotte W. Main, Trustees, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 21st day of May, 1951; provided a copy of this order be inserted in some newspaper published in Anne Arundel County, Maryland once in each of three successive weeks before the 21st day of May, 1951. The report states the amount of private sale to be $1,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 29 May, 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Equity 9795

Mary W. F. Speers

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of May, 1951. The first insertion being made the 19th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By DB Macey

No. S. M. T. 9082

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LIBER 72 PAGE 575

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

No 9795

EX PARTE :

IN THE MATTER OF MOTION TO AMEND

THE ESTATE OF :

TO APPOINT APPRAISERS

MARY W. F. SPEERS, :
an Incompetent

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Kathryn W. Cox and Charlotte W. Main, by Charles W. Main and C. Osborne Duvall, their attorneys, respectfully move the Court for leave to amend the petition heretofore filed herein to appoint appraisers for silverware and lace by directing the Clerk to strike out the names of S. Judson Mealy and David Bowersox and insert in lieu thereof the name of Thelma Judkins, who has been in the antique business and similar lines of work for over twelve years.

Charles W. Main
CHARLES W. MAIN and

C. Osborne Duvall
C. OSBORNE DUVALL,
Attorneys for Trustees

Filed 30 June, 1951.

ORDER OF COURT

Motion to amend granted as made

and as though made in open Court,
this 30th day of June, 1951, by the Circuit Court of Anne Arundel County, in Equity.

Benjamin Michaelson
JUDGE

Filed 30 June, 1951.

Ex Parte
In The Matter Of
The Estate Of
Mary W. F. Speers,
An Incompetent,

No. 9795 Equity
In The
Circuit Court
For
Anne Arundel County

LIBER 72 PAGE 576

May 1, 1951

I, ~~Nora Barrett~~ Thelma Judkins, ~~253~~ 224 W. Read Street, who have been engaged in the antique business for more than 12 years, having been requested by Charlotte W. Main, one of the Trustees for Mary W. F. Speers, do appraise the following:

One set of lace doilies and runner belonging to the Estate of Mary W. F. Speers, at the value of $20.00

Seven pieces of plated silverware belonging to the Estate of Mary W. F. Speers, at the value of Thirty Dollars. $30.00

Thelma Judkins
~~NORA BARRETT~~
THELMA JUDKINS

Filed 3 July, 1951

LIBER 72 PAGE 577

Ex Parte In the Matter of the Estate of Mary W.F.Speers,an Incompetent	:	IN THE CIRCUIT COURT FOR
Kathryn W.Cox and Charlotte W.Main,Trustees for Mary W.F. Speers, an Incompetent vs. Solomon P. Speers,Jr., Edith Speers,his wife Mary W.F.Speers,et al	:	ANNE ARUNDEL COUNTY No.9795 Equity

: : : : : : : : : : :

FINAL ORDER OF RATIFICATION

ORDERED BY THE COURT, This 5th day of June, 1951, that the sale of the real estate described in these proceedings made and reported by Kathryn W. Cox and Charlotte W. Main, Trustees, be and the same is hereby RATIFIED and CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 5th June, 1951.

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LIBER 72 PAGE 578

Ex Parte In the Matter of the Estate of Mary W.F.Speers,An Incompetent	:	
	:	No. 9795 Equity
Kathryn W. Cox and Charlotte W. Main,Trustees for the Estate of Mary W.F.Speers, An Incompetent	:	In the Circuit Court for
vs.	:	Anne Arundel County
Solomon P. Speers,Jr.,Edith Speers, his wife Mary W.F.Speers, et al	:	

: : : : : : : :

Filed 22 Jan, 1952.

Petition for Counsel Fee

To The Honorable, The Judge of Said Court:

The Petition of Winson G.Gott,Jr.,Solicitor for Mary W.F. Speers,an incompetent, respectfully represents:

That your petitioner was, on the 30th day of September 1949,in accordance with the provisions of Section 138 of Article 16, Code of Public General Laws of Maryland, appointed by this Court as counsel for said Mary W. F. Speers, an incompetent.

That your petitioner did thereafter ,on behalf of said Incompetent, prepare and file answers to two petitions; and your petitioner did also confer with the Administrator of the Estate of R. Jennie Speers and with the Trustees for Mary W. F. Speers on various occasions, with reference to the interests of said Incompetent and the procedure in this matter, and did on two occasions attend and participate in the taking of testimony before an Examiner.

Wherefore your petitioner prays that he may be awarded a reasonable fee .

And, as in duty bound,etc.

Winson G. Gott

Winson G.Gott,Jr.,Lee Building,
Annapolis,Maryland,Solicitor for
Mary W.F.Speers,An Incompetent

Filed 22 Jan., 1952.

We, the undersigned, members of the Anne Arundel County Bar, having read and considered the aforegoing petition, believe that the sum of One hundred. Dollars would be a fair and reasonable fee for the aforegoing services rendered as counsel.

Forgot Tullman

R. Tilghman Brown

Albert J. Gunther

ORDER OF COURT

Filed 22 Jan., 1952.

Upon the aforegoing petition it is this 22d day of January, 1952, by the Circuit Court for Anne Arundel County, ORDERED and DECREED that Winson G. Gott, Jr. be and he is hereby allowed a counsel fee of One Hundred Dollars as counsel for Mary W.F.Speers, an incompetent, and Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, an incompetent, are hereby authorized and directed to pay said sum to said Winson G. Gott, Jr. out of the funds in their hands, and the Court Auditor is hereby Ordered and Directed to allow said counsel fee out of the estate or share of the said incompetent, Mary W.F. Speers.

Benjamin Michaelson
Judge

LIBER 72 PAGE 580

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, IN EQUITY NO. 9795

Ex Parte IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, an Incompetent	:	REPORT OF SALE

. . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Kathryn W. Cox and Charlotte W. Main, by Charles W. Main and C. Osborne Duvall, their attorneys, report -

That the personal property of the said Mary W. F. Speers, an Incompetent, was sold at private sale by Charlotte W. Main and Kathryn W. Cox, Trustees for the said Mary W. F. Speers, an Incompetent, on the following terms: - all cash to Mabel S. Main, Baltimore City, Maryland:

7 pieces of silverware	$30.00
7 pieces of lace	20.00
Total	$50.00

The undersigned, the said Kathryn W. Cox and Charlotte W. Main, Trustees, hereby return to the Circuit Court for Anne Arundel County the aforegoing Account of Sales, which containe a full and particular Account of personal estate sold by Charlotte W. Main and Kathryn W. Cox at private sale, which belong to the said incompetent, and which were sold in pursuance of the power and authority given by an order of this Court passed on the 11th day of January, 1951.

Kathryn W. Cox
Kathryn W. Cox

C. Osborne Duvall
C. Osborne Duvall

Charlotte W. Main
Charlotte W. Main

Charles W. Main
Charles W. Main

Filed 1 Feb, 1952.

STATE OF MARYLAND

ss:

CITY OF BALTIMORE

On this 24th day of January, 1952, before the subscriber a Notary Public of the City of Baltimore, State of Maryland, personally appeared, Charlotte W. Main, one of the Trustees for Mary W. F. Speers, and she made oath in due form of law that the matters and facts above set forth are true to the best of her knowledge and belief.

Anna A Shinkle
Notary Public

STATE OF MARYLAND

ss:

COUNTY OF ANNE ARUNDEL

On this 24th day of January, 1952, before the subscriber a Notary Public of the County of Anne Arundel, State of Maryland, personally appeared, Kathryn W. Cox, one of the Trustees for Mary W. F. Speers, and she made oath in due form of law that the matters and facts above set forth are true to the best of her knowledge and belief.

Elsie W. Halsted
Notary Public

LIBER 72 PAGE 582

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY NO. 9795

EX PARTE: IN THE MATTER OF : PETITION FOR
THE ESTATE OF, MARY W. F. SPEERS, : FEE
AN INCOMPETENT.

. . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Charles W. Main and C. Osborne Duvall, attorneys for Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, an incompetent, respectfully represent to the Court as follows:

FIRST: That on February 28, 1950, Kathryn W. Cox and Charlotte W. Main were appointed trustees of the estate of Mary W. F. Speers an incompetent, and qualified by filing their duly approved bond, and employed these Petitioners to represent and advise them in the matter.

SECOND: That, thereafter, these petitioners prepared all of the necessary legal papers filed in this cause which constituted the following: Petition for appointment of Trustee or Trustees to sell in fee simple land of R. Jennie Speers, Deceased, and for the Court to determine if Solomon P. Speers, Jr., and/or Edith Speers, his wife, or any child or children of the said Solomon P. Speers, Jr., and Edith Speers, his wife, survived R. Jennie Speers, deceased, if Solomon P. Speers, Jr., survived or pre-deceased his wife, Edith Speers; and if they had a child or children, and to determine if said child or children pre-deceased or survived Solomon P. Speers, Jr., and/or Edith Speers, his wife; thereafter preparing a lengthy Order of Publication demanding that these parties show cause why Trustees to sell should not be appointed and they served a copy of said Petition for appointment on the sheriff of Washtenaw County, Michigan; that they prepared and filed the Decree appointing the said Kathryn W. Cox and Charlotte W. Main as Trustees to sell and who qualified

Filed 6 Feb., 1952

(1)

as such Trustees; that thereafter the property was sold and a report of sale was duly filed together with an Order Nisi which was published in accord with the statutary provisions for same and, thereafter, the sale was ratified by this Court; that they prepared a petition for the sale and appraisal of certain personal property, which was thereafter sold and a report of sale was duly filed; that during the pendency of this matter, these Petitioners discovered that there was a certain sum of money on deposit with John H. Hopkins III, Clerk of the Court, that they prepared the proper papers laying claim to same after locating a certain party who may have had a claim to the sum so deposited, and obtaining a release of his claim, and thereafter obtained the sum of $695.29 less $109.80 costs, for the said estate;

THIRD: That in order that Trustees for the sale of the said fee-simple property might be appointed, it was necessary to take testimony before an Examiner. That these Petitioners spent a great deal of time locating witnesses having the property appraised and taking the testimony.

FOURTH: That all of the above matters have taken a great deal of time and work extending over a period of more than two years.

FIFTH: That these Petitioners are ready to have this matter referred to an Auditor for his report.

WHEREFORE, the premises considered, these Petitioners pray that the Court may award them a reasonable fee for services rendered the Estate of Mary W. F. Speers, an Incompetent.

AND AS IN DUTY BOUND ETC.

Charles W. Main

C. Osborne Duvall
Petitioners

STATE OF MARYLAND,

To wit:

CITY OF BALTIMORE

I HEREBY CERTIFY, that on this 28th day of January, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Charles W. Main, one of the Petitioners and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated.

WITNESS, my hand and Notarial Seal.

Doris E. Monnett
Notary Public

STATE OF MARYLAND,

ss:

COUNTY OF ANNE ARUNDEL

I HEREBY CERTIFY, that on this 29th day of January, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, aforesaid, personally appeared C. Osborne Duvall, one of the Petitioners and made oath in due form of law that the matters and facts set out in the aforegoing Petition are true and correct as therein stated.

Naomi K. Cox
Notary Public

We, the Undersigned Members of the Bar of ~~Baltimore City~~ Anne Arundel County have read over the Aforegoing Petition, and do Certify that we believe a fee of four hundred dollars would be a fair compensation to Charles W. Main and C. Osborne Duvall for services rendered in said cause.

Noah A. Hillman

Richard E. Lankford

Ridgely P. Melin Jr.

Filed 6 Feb, 1952.

LBER 72 PAGE 585

EX PARTE IN THE MATTER OF THE	*	NO. 9795 EQUITY
ESTATE OF	*	IN THE CIRCUIT COURT
MARY W. F. SPEERS,	*	FOR
AN INCOMPETENT	*	ANNE ARUNDEL COUNTY

* * * * *

O R D E R

* * * * *

Upon the foregoing Petition, Affidavits and Certificate, it is this 7th day of February, 1952, ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that Charles W. Main and C. Osborne Duvall, be, and they are hereby allowed a fee of Three Hundred Fifty Dollars as and for a fee for services rendered in the above entitled case.

Benjamin Michaelson
Judge

Filed 7 Feb, 1952.

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LIBER 72 FOLIO 550

EX PARTE	*	NO. 9795 EQUITY
IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
ESTATE OF MARY W. F. SPEERS,	*	FOR
AN INCOMPETENT	*	ANNE ARUNDEL COUNTY

* * * * *

ORDER NISI

* * * * *

this 4 day of February, 1952,

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, that the sale of personal property mentioned in these proceedings, made and reported by Kathryn W. Cox and Charlotte W. Main, Trustees, appointed by a Decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10 day of March next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once a week for three successive weeks, before the 10 day of March, next.

The Report states the amount of sale to be $ 50.00.

John H. Hopkins, 3rd,
Clerk

Filed 4 Feb., 1952

FINAL ORDER OF RATIFICATION

It is ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 17th day of March, 1952, that the sale made and reported by the Trustees aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees are allowed the usual commissions and such proper expenses as they shall produce vounhers for to the Auditor.

Benjamin Michaelson
Judge

Filed 17 Mar., 1952.

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LIBER 72 PAGE 587

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi Equity 9,795 Mary W. F. Speers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of March, 1952 The first insertion being made the 7th day of February, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 9,795 EQUITY

EX PARTE IN THE MATTER OF THE ESTATE OF MARY W. F. SPEERS, AN INCOMPETENT.

ORDERED this 4th day of February, 1952, by the Circuit Court for Anne Arundel County, in Equity, that the sale of personal property mentioned in these proceedings, made and reported by Kathryn W. Cox and Charlotte W. Main, Trustees, appointed by a Decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of March next; provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once a week for three successive weeks, before the 10th day of March, next.

The report states the amount of sale to be $50.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 17 Mar., 1952

No. MG.....

IN THE ORPHAN'S COURT FOR ANNE ARUNDEL COUNTY.

EX PARTE, IN THE MATTER OF : EQUITY NO. 9795.

THE ESTATE OF, MARY W. F. SPEERS,

AN INCOMPETENT. Petition requesting the Court

-------- : to have Papers sent Auditor

KATHRYN W. COX and for Statement of Account.
CHARLOTTE W. MAIN, TRUSTEES,
FOR MARY W. F. SPEERS, :
AN INCOMPETENT.

VS.

SOLOMON SPEERS, JR. et al. :

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

Kathryn W. Cox and Charlotte W. Main, Trustees, Respectfully Petition the Court to have Papers in above entitled cause sent Auditor for Statement of Account.

Kathryn W. Cox
Kathryn W. Cox.

Charlotte W. Main
Charlotte W. Main.

C. Osborne Duvall
C. OSBORNE DUVALL

Charles W. Main
CHARLES W. MAIN,
SOLICITORS FOR TRUSTEES.

Filed 17 March, 1932.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY. NO. 9795

EX PARTE, IN THE MATTER OF, :

THE ESTATE OF MARY W. F. SPEERS,

AN INCOMPETENT.

KATHRYN W. COX and
CHARLOTTE W. MAIN, TRUSTEES
FOR MARY W. F. SPEERS, AN INCOMPETENT, :

VS.

SOLOMON SPEERS, JR., et al. :

ORDER.

Upon the Aforegoing Petition, It Is This 17 day of March, One Thousand Nine Hundred and Fifty Two, ORDERED BY THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, That Papers in above entitled cause be referred to Laura R. Jackling, Auditor for the Statement of an Account; and

IT IS FURTHER ORDERED, That said Auditor will in the Account distribute one-half of the net proceeds from the Real Estate in said Proceedings mentioned to Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers an Incompetent; and the remaining one-half of net proceeds from sale of said real estate to Kathryn W. Cox and Charlotte W. Main, Trustees to be held by them for Solomon Speers, Junior, in accordance with the provisions of Act of The General Assembly of Maryland Chapter 857, now Article 16 Sections 280-A to 280-M Code 1947 Supplement

Benjamin Michaelson
Judge

Filed 17 Mar., 1952.

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LIBER 72 PAGE 590

In the Case of

Ex Parte,
In the Matter of the
Estate of
~~Xx~~
Mary W. F. Speers,
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 9795 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.

Filed 2 July, 1952.

June 26, 1952

All of which is respectfully submitted.

Laura K. Jacklung

Auditor.

Dr. Ex Parte, In the Matter of the Estate of Mary W. F. Speers, an incompetent

in ac.

To Trustees for Commissions, viz:			
Sale of Real Estate ($1,500.00)	76	50	
Sale of Personalty ($50.00)	5	00	
On other income ($863.91)	43	20	
			124 70
To Trustees for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	81	00	
Winson G. Gott - Guardian ad litem's fee	4	00	
J. Henry Zeller - Guardian ad litem's fee	4	00	
John S. Strahorn - Examiner's fees	20	00	
Juliet D. Strahorn - stenographer's fees	15	00	
Laura R. Jickling - special stenographer	25	00	
Auditor - stating this account	22	50	
			181 50
To Trustees for Expenses, viz:			
Capital-Gazette Press - order of publication	27	00	
Capital-Gazette Press - second order of publication	127	50	
Capital-Gazette Press - notice to creditors	18	76	
Capital-Gazette Press - order nisi - sale of real estate	8	00	
Capital-Gazette Press - order nisi - sale of personalty	8	00	
Capital-Gazette Press - order nisi (acct.)	6	00	
Hartford Accident & Indemnity Co. - bond premium (sale of real estate)	10	00	
National Surety Corp. - bond premiums for years 1950, 1951 and 1952	67	50	
J. Brooks Mellor - appraisal and testimony	50	00	
Joseph D. Lazenby - appraisal and testimony	50	00	
Clerk of Court - Court costs in #4742 Equity	109	80	
Chas. W. Main and C. Osborne Duvall - fee for legal services rendered (order of 2/7/52)	350	00	
Winson G. Gott - fee for legal services to incompetent (Order of 1/22/52)	100	00	
Notary fees paid by Trustees	3	75	
First National Bank of Baltimore - safe deposit box rent and tax	9	00	
Register of Wills of Baltimore City - certified copy of letters of administration, and of order to open deposit box	1	50	
Clerk of Court - certified copy of decree of identification	1	00	
Clerk of Court - certified copy of deed	1	75	
Sheriff of Washtenaw Co. - service fee	1	00	
Probate Court of Wayne County - certified copy of order		50	
One-half Federal revenue stamps		83	
One-half State revenue stamps		82	
			952 71
To Trustees for Taxes, viz:			
1947, 1948, 1949 and 1950 State and County taxes on lots	9	24	
1950 State and County taxes on large tract	6	65	
1951 State and County taxes (adjjusted - 5 months 15 days)	3	58	
			19 47
BALANCE IN HANDS OF TRUSTEES - $1,135.51			

LIBER 72 PAGE 592

Distributed in accordance with Order of Court dated 3/17/52, viz:			
To Kathryn W. Cox and Charlotte W. Main, Trustees of Mary W. F. Speers, an incompetent - one-half net proceeds of sale of real estate, viz:			
Proceeds of Sale	$1,500.00		
Expenses and taxes	1,103.38		
Net proceeds sale of real estate	396.62	198 31	
To Kathryn W. Cox and Charlotte W. Main, Trustees - one-half net proceeds of sale of real estate, as above, to be held by them for Solomon Speers, Jr., in accordance with Article 16 Sec. 280A to 280M Annotated Code of Maryland, 1947 Supp.		198 31	396 62
To Kathryn W. Cox and Charlotte W. Main, Trustees for Mary W. F. Speers, - proceeds sale of personalty ($50.00), distributive share received from estate of R. Jennie Speers ($158.11) and amount received from #4742 Equity ($695.29) - Total	$913.91		
Less following expenses:			
Trustees' commissions On above items	$ 48.20		
Order nisi on sale or personalty	8.00		
Court costs in #4742 Equity	109.80		
Safe deposit box rent	9.00	175.00	738 91
			738 91
			2,413 91

with Kathryn W. Cox and Charlotte W. Main, Trustees LIBER 72 Cr. PAGE 593

1950				
Apr.	28	Amount received from W. Leslie Prout, Administrator of R. Jennie Speers, as the distributive share of Mary W. F. Speers	158 11	158 11
1951				
June	15	Proceeds of sale of real estate	1,500 00	1,500 00
1952				
Feb.	2	Proceeds of sale of personalty	50 00	50 00
		Amount received from John H. Hopkins, III, Clerk, Circuit Court, being the amount on deposit in #4742 Equity - "In the Matter of the Sale of the Mortgaged Real Estate of Mary W. F. Speers"	695 29	695 29
		Interest received by Trustees on deposited funds of this estate	10 51	10 51
				2,413 91

Filed 12 Aug., 1952. Filed 2 July, 1952

ORDER NISI LIBER 72 PAGE 594

Ex Parte,

In the Matter of the Estate

~~VERSUS~~

of

Mary W. F. Speers,

an incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9795 Equity.

ORDERED, This 2 day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 day of 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 11 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of August, 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

Benjamin Richardson

Judge

Filed 12 Aug., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,795 Equity

Ex Parte, In The Matter Of The Estate Of MARY V. SPEERS, An Incompetent.

Ordered, this 2nd day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of 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 11th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-24

Filed 9 Aug., 1952.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order Nisi - Eq. 9795

Mary V. Speers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of August, 1952 The first insertion being made the 7th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bast

5288

66

LIBER 72 PAGE 595

IN THE MATTER OF THE SALE	:	NO. 9955 EQUITY
OF THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GEORGIE R. WYLIE	:	FOR
(NOW GEORGIE R. TAYLOR)	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

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

Albert J. Goodman

Albert J. Goodman, Assignee
12 Church Circle
Annapolis, Maryland

Filed May 16, 1950

PURCHASE MONEY AS TO $650.00

MORTGAGE FEE—COUNTY—$4.

LIBER 72 PAGE 596

LIBER 436 PAGE 233

Md State Stamps $2.20

This Mortgage, Made this 11th day of October,

in the year nineteen hundred and forty-seven, by and between GEORGIE R. WYLIE, widow, of Arlington County and Commonwealth of Virginia,

Mortgagor, of the first part, ~~in the State of Maryland of the first part,~~ and PATRICK J. WHITE and ALMIRA S. WHITE, his wife, of Anne Arundel County and State of Maryland,

Mortgagees, of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagee in the full and just sum of TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00), to be repaid in monthly installments of THIRTY-FIVE DOLLARS ($35.00) each, payable on the first day of each and every month hereafter until the full sum of TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00), together with interest at the rate of six per cent (6%) per annum is paid, said payments to be applied first to the interest on the unpaid balance and the remainder to the principal; and as evidencing the same, has this day passed unto the said mortgagees her promissory note of even date herewith in the amount of TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of increasing her mortgage payments at any installment period in any amount or to pay the entire debt hereby secured at any such time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Filed May 16, 1950

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject, however, to the restrictions, easements and rights of way of record, and the restrictions, conditions and covenants more fully set forth in a deed from Frank I. Williams and wife to Henry Herbert and wife dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 128, folio 258:

BEING Lots Nos. 5904, 5905, 5906, 5907, 5914 and 5915, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 13, formerly recorded in Plat Book F.S.R. No. 3, folio 27.

Lots Nos. 5904 to 5907, inclusive, being the same property which was conveyed to Georgie R. Wylie and Catherine L. Wylie by Edward L. Carleton and wife by deed dated April 1, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 354, folio 308, the said Catherine L. Wylie having conveyed her interest therein to Georgie R. Wylie by deed of even date herewith and recorded among the aforesaid Land Records immediately prior hereto; and Lots Nos. 5914 and 5915 being the same property which was conveyed to Georgie R. Wylie by Arthur J. Shugars and wife by deed of even date herewith and recorded among the aforesaid Land Records immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of PATRICK J. WHITE and AIMIRA S. WHITE, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple; subject, however, to the restrictions hereinbefore referred to.

PROVIDED, that if the said mortgagor, her

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00) 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 mortgagor

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 mortgagor, for herself, her heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED DOLLARS ($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 Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for herself, her heirs, personal representatives and assigns, do es 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, an attorney's fee of FIFTY DOLLARS ($50.00), 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 attorney's fee, expenses, costs and commission the said Mortgagor, for herself, her heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, 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 attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagor, for herself, her personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND EIGHT HUNDRED FIFTY DOLLARS ($2,850.00) ~~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 s, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Grace R. Hartge
Grace R. Hartge

Georgie R. Wylie (SEAL)
Georgie R. Wylie

(SEAL)

(SEAL)

(SEAL)

LIBER 72 PAGE 599

LIBER 436 PAGE 236

Received for Record 16 Day of May 1950 at 2-19 o'clock P.M. and the same day recorded in Liber J.H.H., No. 436 Fol. 236 Land Records of Anne Arundel County.

John J. Hoffman Clerk

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of October, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGIE R. WYLIE, widow, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be her act. At the same time also appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Grace R. Hartge, Notary Public

Recorded October 14th, 1947 at 11-40 A.M.

MORTGAGE

FROM GEORGIE R. WYLIE

TO PATRICK J. WHITE and ALMIRA S. WHITE, his wife

BLOCK NO.

Received for Record 14 October, 1947, at 11:30 o'clock A M. Same day recorded in Liber J.H.H. No. 436 Folio 233 &c., one of the Land Records of Anne Arundel Co. examined per John J. Hoffman 3rd Clerk.

Cost of Record, $

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

FOR VALUE RECEIVED, I hereby assign the within mortgage unto Albert J. Goodman for the purpose of foreclosure only.

AS WITNESS our hands and seals of this 15th day of May, 1950.

WITNESS:

Grace R. Hartge as to both

Patrick J. White (SEAL)

Almira S. White (SEAL)

IN THE MATTER OF THE SALE	:	NO. 9955 EQUITY
OF THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GEORGIE R. WYLIE	:	FOR
(NOW GEORGIE R. TAYLOR)	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Patrick J. White and Almira S. White, his wife, under the mortgage to them from Georgie R. Wylie, widow (now Georgie R. Taylor), dated October 11, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 436, folio 233:

Principal debt	2,488.52
Interest 9/11/49 to 5/15/50	102.03
	2,590.55

Filed May 16, 1950

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

3

Maryland Form Bond—
Sale of Real Estate

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF GEORGIE R. WYLIE
(NOW GEORGIE R. TAYLOR

NO. 9955 EQUITY
IN THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

LIBER 72 PAGE 601

Glens Falls

INDEMNITY COMPANY. — GLENS FALLS, NEW YORK

ASSIGNEE'S BOND

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN,

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and no/100 - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 16th day of May nineteen hundred and fifty.

Filed May 18th 1950

Whereas, by virtue of a power of sale contained in a mortgage from Georgie R. Wylie (now Georgie R. Taylor) to Patrick J. White and Almira S. White, his wife, bearing date on or about the 11th day of October nineteen hundred and forty-seven, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Patrick J. White and Almira S. White, by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:
Grace R. Hartge

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

C. M. Reisenweber
C. M. Reisenweber, Attorney

FORM 8182—A—8-35

IN THE MATTER OF THE SALE OF	:	NO. 9955 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
GEORGIE R. WYLIE	:	FOR
(NOW GEORGIE R. TAYLOR)	:	ANNE ARUNDEL COUNTY

:::::::

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above-entitled case dismissed, settled and satisfied.

Albert J. Goodman, Assignee
12 Church Circle
Annapolis, Maryland

Filed May 24, 1950