RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife	*	NO. 10,231 EQUITY
vs.	*	IN THE
HERALD HARBOR INC., and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50 and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 34, now filed in Cabinet 1, Rod L, Plat 4, in the Second District of Anne Arundel County.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

To the Honorable, the Judges of said Court:

Your complainants, Rene Joseph Van Simaeys and Florence Van Simaeys, his wife, respectfully show:

That a Tax Sale Certificate No. 1305 has been issued by Joseph H. Griscom, Sr., Treasurer and Collector of State and County taxes for Anne Arundel County, State of Maryland as provided by Article 81, Section 83 of the 1943 Supplement, Annotated Code of Maryland to the complainants and is filed herewith marked "Exhibit A" and is prayed to be taken as a part hereof.

That a description of the property substantially as it appears upon the collector's tax roll is as follows:

Herald Harbor Company
Crownsville, Maryland
Lots 9-10-15-50-51
Block 30, Section C

The property has not been redeemed by any party in interest although more than one year and a day from the date of sale has expired.

That the property is a part of the same property which was conveyed by Frank D. Kyle and Nellie H. Kyle, his wife, to the Herald Harbor Inc. by deed dated July 1, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 89, folio 230.

To redeem the property it is necessary for the defendant

Filed 22 May, 1951

to pay the sum of $31.00 with interest from October 10, 1949, all taxes, interest and penalties accruing subsequent to the day of sale which actually have been paid by the plaintiffs, and any disbursements due plaintiffs under Chapter 761 of the Acts of 1943.

TO THE END, THEREFORE:

1. That process may issue for above defendant, Herald Harbor Inc. , whose last known address is Crownsville, Maryland.

2. That an order of publication issue directed to all parties in interest in the property.

3. That a final decree be passed foreclosing all rights of redemption of the defendant in and to the property.

And as in duty bound, etc.

Rene Joseph Van Simaeys

Solicitor for Complainants

Florence Van Simaeys

Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16 day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Rene Joseph Van Simaeys and Florence Van Simaeys, his wife, and made oath in due form of law that the matters and things set forth in the aforegoing Bill of Complaint are true as therein stated, to the best of their knowledge and belief.

As witness my hand and seal Notarial.

Myrtle Sturm

Notary Public

1305 LIBER 75 PAGE 3

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 Re: J Van Simaeys 71-A Bates St N.W. and Wife Florence Wash D.C. at public auction for the sum of 31.00 Dollars and ..... Cents, of which 30.67 Dollars has been paid as a deposit on the property in Herald Harbor described as Lots 9-10-15-50-51 Block 30 Section C as shown on the plat of Herald Harbor, Second District A.A. Co.

and assessed to Herald Harbor Co.

Filed 22 May, 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 OCT 10 1949 day of ..... 19.....

Joseph H. Griscom Sr.
JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

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,

William [illegible]
Notary Public.

My Commission Expires MAY 7 1951

EXHIBIT A

2

RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife vs. HERALD HARBOR INC. , and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50 and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 34, now filed in Cabinet 1, Rod 1, Plat 4, in the Second District of Anne Arundel County.	* * * * * * * * * * * * * * *	NO. 10,231 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* * *

Filed 22 May, 1951

ORDER OF PUBLICATION

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

Lots 9-10-15-50-51
Block 30, Section C,
on plat of Herald Harbor

The bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired; that it is a part of the same property which was conveyed by Frank D. Kyle and Nellie H. Kyle, his wife, the Herald Harbor Inc. , by deed dated July 1, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 89, folio 230.

It is thereupon this 22 day of May , 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 the said property to be and appear in this Court by the 1 day of August, 1951, and redeem the property herein before

described, and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, Jr.
Clerk.

RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife	*	
	*	NO. 10,231 EQUITY
vs.	*	IN THE
	*	CIRCUIT COURT
HERALD HARBOR, INC., and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50, and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 34, now filed in Cabinet 1, Rod L, Plat 4, in the Second Election District of Anne Arundel County.	*	FOR
	*	ANNE ARUNDEL COUNTY

*****

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Rene Joseph Van Simaeys and Florence Van Simaeys, his wife, plaintiffs in the above case, respectfully show:

1. That heretofore your petitioners filed their Bill of Complaint against the defendant herein.

2. That an Order of Publication was duly passed thereon and published in the Maryland Gazette as will be seen by reference to the Certificate of Publication filed herewith, marked "Exhibit A".

3. That the time limited, to wit, August 1, 1951, for the defendant to show cause why a decree should not be passed as therein prayed has expired and the defendant has neither appeared nor answered any of the proceedings.

Wherefore your Petitioners pray:

That a Decree Pro Confesso may be passed by this Honorable Court.

And as in duty bound, etc.

Attorney for Plaintiffs

Filed 7 Aug. 1951

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,231 EQUITY

RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife

Vs.

HERALD HARBOR INC., and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50 and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W. N. W. 3, folio 34, now filed in Cabinet 1, Rod 1, Plat 4, in the Second District of Anne Arundel County.

ORDER OF PUBLICATION

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

Lots 9-10-15-50-51 Block 30, Section C, on plat of Herald Harbor.

The bill states among other things, that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale has expired; that it is a part of the same property which was conveyed by Frank D. Kyle and Nellie H. Kyle, his wife, the Herald Harbor Inc., by deed dated July 1, 1924 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 89, folio 230.

It is thereupon this 22nd day of May, 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 the said property to be and appear in this Court by the 1st day of August, 1951, and redeem the property herein before described, and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jn-21

Filed 8 Aug. 1951

No. MG 1747

LIBER 75 PAGE 7 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 17, 1951

We hereby certify, that the annexed Order of Publication - Eq - 10,231 Rene Joseph Van Simaeys

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 August, 1951. The first insertion being made the 31st day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife	*	
vs.	*	NO. 10,231 EQUITY
HERALD HARBOR, INC., and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50, and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 34, now filed in Cabinet 1, Rod L, Plat 4, in the Second Election District of Anne Arundel County.	*	IN THE CIRCUIT COURT FOR 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 Annapolis, Anne Arundel County, Maryland, and the Defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is, thereupon, this 8th day of August, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against said Defendant.

Benjamin Michaelson
JUDGE

Filed 8 Aug. 1951

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RENE JOSEPH VAN SIMAEYS and FLORENCE VAN SIMAEYS, his wife	*	
	*	NO. 10,231 EQUITY
vs.	*	IN THE
	*	CIRCUIT COURT
HERALD HARBOR, INC., and all persons having any interest in the property assessed to them described as Lots 9, 10, 15, 50, and 51, Block 30, Section C on the plat of Herald Harbor, recorded among the Land Records of Anne Arundel County in Liber W.N.W. 3, folio 34, now filed in Cabinet 1, Rod L, Plat 4, in the Second Election District of Anne Arundel County.	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

DECREE

Filed 8 Aug. 1951

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Sections 71A to 90 P, of Article 81 of the Annotated Code of Maryland, (1947 Supplement).

It is, thereupon, this 8th day of August, 1951, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendant or of anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County to the Plaintiffs on the 10th day of October , 1949, for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any,

due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs, Rene Joseph Van Simaeys and Florence Van Simaeys, his wife, as tenants by the entireties.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiffs shall pay the cost of this proceeding.

Benjamin Michaelson
JUDGE

IN THE MATTER OF THE SALE	:	NO. 10,229 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF RAYMOND C. MYERS AND	:	FOR
SELINA V. MYERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

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

Albert J. Goodman
Attorney named in the mortgage
12 Church Circle
Annapolis, Maryland

Filed 11 May, 1961.

BUILDING ASSOCIATION MORTGAGE—(with Clause)—COUNTY.—Form 20.

LIBER 75 PAGE 12 No. 10,229 Equity

THIS MORTGAGE, Made this 12th day of September, in the year nineteen hundred and forty-nine, between RAYMOND C. MYERS and SELINA V. MYERS, his wife,

of Anne Arundel in the State of Maryland, Mortgagor s, and the GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INCORPORATED,

of the second part,

a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said mortgagors,

being members of said body corporate, have received therefrom an advance of ONE THOUSAND DOLLARS ($1,000.00)

on ten (10) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

Filed 11 May, 1951

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said mortgagors

do grant, assign and convey unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District of Anne Arundel County aforesaid and described as follows:

BEING Lots Nos. 19, 20, 29 and 30 in Section 25, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-9, Plat 346, formerly recorded in Plat Book G.W. No. 1, Section 4, folio 346.

BEING the same property which was conveyed to the said Raymond C. Myers and wife by Steven J. Everd and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

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TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said lots of ground

with the improvements and appurtenances aforesaid, unto the GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INCORPORATED,

its successors and assigns, in fee simple.

PROVIDED, that if the said mortgagor s, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said mortgagors,

for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of TWO DOLLARS EIGHTY CENTS ($2.80)

as dues until the said sum of ONE THOUSAND DOLLARS ($1,000.00) shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of ONE DOLLAR TWENTY CENTS ($1.20) as interest until the sum of ONE HUNDRED DOLLARS ($100.00) ~~dollars~~ shall be repaid in weekly dues, when the said weekly payments of

interest shall be reduced TWELVE CENTS ($.12) ~~cents~~; and so on, and as often as ONE HUNDRED DOLLARS ($100.00) ~~dollars~~ shall be so repaid in dues, the weekly payments of interest shall be so reduced TWELVE CENTS ($.12) ~~cents~~; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable, when payable, and for the purpose of paying the same the said mortgagor s hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of ONE DOLLAR ($1.00) which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagor s.

AND the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of ONE THOUSAND DOLLARS ($1,000.00) shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for ALBERT J. GOODMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Baltimore~~ Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of ONE HUNDRED DOLLARS ($100.00) and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagor s, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of 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, an attorney's fee of FIFTY DOLLARS ($50.00), 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 ~~Baltimore~~ County in Equity, which said expenses, costs and attorney's fee, commission the said mortgagor s, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or asssigns, 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 attorney's fee, commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, attorney's fee, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagor s cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS the hand s and seal s of said mortgagors.

TEST:

Grace L. Hartge
Grace L. Hartge

Raymond C. Myers (SEAL)
Raymond C. Myers

Selina V. Myers (SEAL)
Selina V. Myers

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of September, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared RAYMOND C. MYERS and SELINA V. MYERS, his wife,

the Mortgagor s named in the foregoing Mortgage, and acknowledged the foregoing Mortgage to be their act. At the same time also appeared STEVEN J. EVERD, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Recorded- 14th-Sept-1949-at-11:10-A.M.

LIBER 75 PAGE 15

MORTGAGE

FROM

RAYMOND C. MYERS and

SELINA V. MYERS, his wife

TO

GREEN HAVEN BUILDING AND LOAN

ASSOCIATION, INCORPORATED

BLOCK NO.

Received for Record Sept 14, 1949, at 11-19 o'clock A. M. Same day recorded in Liber No. 538 Folio 155 &c., one of the Mortgage Records of

and examined per

Clerk

Cost of Record, $4.50

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

IN THE MATTER OF THE SALE	:	NO. 10,229 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF RAYMOND C. MYERS AND	:	FOR
SELINA V. MYERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

Filed 11 May, 1951

The statement of the mortgage claim of the Green Haven Building and Loan Association, Incorporated, under the mortgage from Raymond C. Myers and Selina V. Myers, his wife, dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 538, folio 155:

Principal balance as of February 19, 1951	881.02
16 weeks' interest 2/19/51 to 6/11/51 @ 1.08	17.28
16 weeks' penalties 2/19/51 to 6/11/51 @ .45	7.20
1950 and 1951 taxes advanced by Green Haven Building and Loan Association, Incorporated	32.29
	937.79
Refund on expense account	44.65
	893.14

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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, in and for the county aforesaid, personally appeared STEVEN J. EVERD, President of the Green Haven Building and Loan Association, Inc., and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Maryland Form Bond—
Sale of Real Estate

LIBER 75 PAGE 17

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF RAYMOND C. MYERS and
SELINA V MYERS, his wife

NO. 10,224 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Glens Falls

INDEMNITY COMPANY. — GLENS FALLS, NEW YORK

Know All Men by these Presents:

THAT WE, ALBERT J. GOODMAN,

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND DOLLARS ($1,000.00) ~~Dollars~~, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 10th day of May, nineteen hundred and fifty-one.

Filed 15 May, 1951.

Whereas, by virtue of a power of sale contained in a mortgage from Raymond C. Myers and Selina V. Myers, his wife to the ~~xx~~ Green Haven Building and Loan Association, Incorporated, bearing date on or about the 12th day of September, nineteen hundred and forty-nine, 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 Albert J. Goodman, attorney named in the mortgage, ~~by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure,~~ ~~xxx~~ 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.

Eleanor G. Divings

Albert J. Goodman (SEAL)
Albert J. Goodman

(SEAL)

GLENS FALLS INDEMNITY COMPANY

By

Attorney

M. E. Haney

Approved this 15 May, 1951.
John H. Hopkins, 3rd, Clerk.

FORM 8182—A—8-35

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

ALBERT J. GOODMAN, Solicitor
12 Church Circle
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

LOCATED IN GREEN HAVEN, THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a power of sale contained in a mortgage from Raymond C. Myers and Selina V. Myers, his wife, to the Green Haven Building and Loan Association, Incorporated, dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 538, folio 155, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the court house door in the City of Annapolis, Maryland, on

TUESDAY, JUNE 12, 1951

AT 11 O'CLOCK, A. M.

All those lots of grounds situate and lying in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 19, 20, 29 and 30, in Section 25, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-9, Plat 346, formerly recorded in Plat Book G. W. No. 1, Section 4, folio 346.

Being the same property which was conveyed to the said Raymond C. Myers and wife by Steven J. Everd and wife by deed dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 538, folio 153.

This is improved by a one-story, two-room, cinder block bungalow, without conveniences.

TERMS OF SALE: A deposit of 10% of the purchase money will be required of the purchaser on the day of sale, balance to be paid on ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney Named In Mortgage,
12 Church Circle,
Annapolis, Maryland

Filed 18 June, 1951.

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IN THE MATTER OF THE SALE	:	NO. 10,229 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF RAYMOND C. MYERS AND	:	FOR
SELINA V. MYERS, his wife	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto for the sum of Nine Hundred and no/100- - - - - - - - - DOLLARS ($ 900.00- - -); and I (we) agree to comply with the terms of sale as set forth therein.

As witness my (our) hand(s) and seal(s) this 12th day of June, 1951.

WITNESS:

Grace R. Hartge as to Green Haven Building and Loan Association, Incorporated By Stevens J. Orend President (SEAL)

_____ as to _____ (SEAL)

This is to certify that I have this day sold at public auction for Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto to Green Haven Building and Loan Association, Incorporated, at and for the sum of Nine Hundred and no/100- - - - - - - - - - - - - - DOLLARS ($ 900.00- -), he (they) being at price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 12th day of June, 1951.

WITNESS:

Grace R. Hartge

G. W. Scible (SEAL)
George W. Scible, Auctioneer

Filed 18 June, 1951

ALBERT J. GOOD, Jr., Solicitor
12 Church Circle
Annapolis, Maryland

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE LOCATED IN GREEN HAVEN, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a power of sale contained in a mortgage from Raymond C. Myers and Selina V. Myers, his wife, to the Green Haven Building and Loan Association, Incorporated, dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 538, folio 155, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the court house door in the City of Annapolis, Maryland, on

TUESDAY, JUNE 12, 1951,
AT 11 O'CLOCK, A. M.

All those lots of grounds situate and lying in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 19, 20, 29 and 30, in Section 25, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-9, Plat 340, formerly recorded in Plat Book G. W. No. 1, Section 4, folio 340.

Being the same property which was conveyed to the said Raymond C. Myers and wife by Steven J. Everd and wife by deed dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 538, folio 153.

This is improved by a one-story, two-room, cinder block bungalow, without conveniences.

TERMS OF SALE: A deposit of 10% of the purchase money will be required of the purchaser on the day of sale, balance to be paid on ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
ALBERT J. GOODMAN,
Attorney named in mortgage,
12 Church Circle,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

Ju-7

Filed 11 June, 1951

No. S. M. T. 1409

LIBER 75 PAGE 20 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 8, 1951

We hereby certify, that the annexed Attorney's Sale Raymond C. Myers

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 12th day of June, 1951. The first insertion being made the 17th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

IN THE MATTER OF THE SALE	:	NO. 10,229 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF RAYMOND C. MYERS AND	:	FOR
SELINA V. MYERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Southern Maryland Times," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, June 12, 1951, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

All those lots of ground situate and lying in the Third Election District of Anne Arundel County and described as follows:

Being Lots Nos. 19, 20, 29 and 30, in Section 25, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-9, Plat 346, formerly recorded in Plat Book G.W. No. 1, Section 4, folio 346.

Being the same property which was conveyed to the said Raymond C. Myers and wife by Steven J. Everd and wife by deed dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 538, folio 153.

Filed 18 June, 1951

Said property being sold to Green Haven Building and Loan Association, Incorporated, at and for the sum of Nine Hundred and no/100 - - - - - - - - - - - Dollars ($900.00), it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Attorney named in the mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of June, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

LIBER 75 PAGE 23

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,229 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF RAYMOND C. MYERS AND SELINA V. MYERS, HIS WIFE.

Ordered, this 18 day of June, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

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

JOHN H. HOPKINS, 3rd, Clerk

True Copy, TEST:
JOHN H. HOPKINS, 3rd, Clerk
Jy-12

Filed 16 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 16, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity 10,229 Raymond C. Myers

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 23rd day of July, 1951. The first insertion being made the 21st day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

No. S. M. T. 3805

10

ORDER NISI

LIBER 75 PAGE 24

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

RAYMOND C. MYERS AND SELINA V. MYERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,229 Equity

Filed 18 June, 1951.

Ordered, this 18 day of June, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the Mortgage, ~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23 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 23 day of July next.

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

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

RAYMOND C. MYERS AND SELINA V. MYERS, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 24 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~~ finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

IN THE MATTER OF THE SALE	:	NO. 10,229 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF RAYMOND C. MYERS AND	:	FOR
SELINA V. MYERS, HIS WIFE	:	ANNE ARUNDEL COUNTY

:::::::

AMENDED STATEMENT OF MORTGAGE DEBT

The amended statement of the mortgage claim of the Green Haven Building and Loan Association, Incorporated, under the mortgage from Raymond C. Myers and Selina V. Myers, his wife, dated September 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 538, folio 155:

Principal balance as of 2/19/51	862.66
17 weeks' interest from 2/19/51 to 6/11/51 @ 1.08	18.36
	881.02
Refund on expense account	38.17
	842.85

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared STEVEN J. EVERD, president of the Green Haven Building and Loan Association, Incorporated, and made oath in due form of law that the above amended statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Filed 9 Aug. 1951

12

LIBER 75 PAGE 26

In the Case of

In the Matter of the Sale of the
Mortgaged Real Estate
of
vs.
Raymond C. Myers
and
Selina V. Myers, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,229 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 15 Aug., 1951.

August 14, 1951

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Raymond C. Myers and Selina V. Myers, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	54	00	154	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	9	00	38	75
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	33	76		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Indemnity Co. -bond premium	10	00		
George W. Scible - auctioneer's fee	10	00		
One-half Federal revenue stamps		55		
One-half State revenue stamps		55		
Grace R. Hartge - notary fees	1	50	80	05
To Attorney for Taxes, viz:				
1951 State and County taxes ($10.10-adj.)	4	55	4	55
To Green Haven Building & Loan Ass'n, mortgagee - this balance on account mortgage claim	622	65	622	65
			900	00
Amount of amended mortgage claim filed	842	85		
Cr. Amount allowed as above	622	65		
Balance subject to decree in personam	220	20		

with Albert J. Goodman, Attorney named in Mortgage Cr.

1951						
June	12	Proceeds of Sale	900	00	900	00
					900	00

ORDER NISI LIBER 75 PAGE 29

In the Matter of the Sale of the Mortgaged Real Estate of Raymond C. Myers and Selina V. Myers, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,229 Equity.

Filed 15 Aug. 1951

ORDERED, This 15 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 24 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 24 day of September, next. 14

John H. Hopkins, 3rd, Clerk

Filed Sept. 25, 1951

In the Circuit Court for Anne Arundel County

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

Benjamin Uhlhorn
Judge

LIBER 75 PAGE 30

OFFICE OF

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. 10,229 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of RAYMOND C. MYERS and SELINA V. MYERS, His Wife.

Ordered, this 15th day of August, 1951, That the Report and Account of the Auditor, filed this day in the above cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24th 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 24th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-0

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 18, 1951

We hereby certify, that the annexed Order Nisi Aud. Acct. Raymond C. Myers Eq. 10,229

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 24th day day of September, 1951. The first insertion being made the Twenty-third day of August, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

Filed Sept. 25, 1951

No. S. M. T. E 337

15

9952

PATRICK A. GAVIN and AGNES C. GAVIN, his wife 2808 2nd Street, SE, Washington, D.C. and ROBERT J. LACKLEN and ROBERTA F. LACKLEN, his wife 5437 23rd Street, North, Arlington, Virginia vs. CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife, Lot No. 104, Section C, Valley View Road, Cape St. John Subdivision, Second Election District, Anne Arundel County and ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife, Lot No. 115, Section C, Dogwood Trail, Cape St. John Subdivision, Second Election District, Anne Arundel County and CAPE ST. JOHN, INC., a body corporate, 1515 Mathieson Building, Baltimore--2, Maryland.	No. 9952 Equity In the Circuit Court for Anne Arundel County

Filed May 11th 1950

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your orators, respectfully complaining, say:

1.

That on July 12th, 1949, the plaintiffs contracted to purchase from the defendant, Cape St. John, Inc., a certain lot of ground designated as Lot No. 105 in Section C of the Cape St. John subdivision in the Second Election District of Anne Arundel County.

2.

That the said defendant, Cape St. John, Inc., did convey unto the plaintiffs the aforesaid Lot No. 105 in Section C of the Cape St. John subdivision by deed dated July 29 , 1949, and

recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 532, folio 32, on August 2, 1949.

3.

That the plaintiffs' deed contains the following description: "Lot No. 105 on the 'Subdivision plat of Section C of Cape St. John' ".

4.

That the defendant corporation, Cape St. John, Inc., did convey unto the defendants Claude W. Markward and Wilhelmina Markward, his wife, as tenants by the entireties, a certain waterfront lot designated as Lot No. 104 in Section C of Cape St. John, by deed dated January 10, 1949, and recorded on January 13th, 1949, among the Land Records of Anne Arundel County in Liber J.H.H. No. 508, folio 7.

5.

That said deed of Claude W. Markward and Wilhelmina Markward, his wife, contains the following description: "Lot No. 104 on 'Subdivision plat of Section C of Cape St. John' ".

6.

That the plaintiffs are informed and, therefore, do affirmatively allege that the defendants, Arnold Johnson and wife, have, by written instrument, contracted to purchase from the defendant, Cape St. John, Inc., a certain waterfront lot designated as Lot No. 115 in Section C of the Cape St. John subdivision, which lot is shown on the plat of such section C; that said Arnold Johnson and wife have virtually completed payment for said Lot No. 115 but refuse to accept a deed therefor pending the result in this proceeding.

7.

That the "Subdivision plat of Section C of Cape St. John" was recorded among the plat records of Anne Arundel County on September 14, 1948, and is now filed in Cabinet 3, Rod F-4, folio 15.

8.

That on the plat of Sudivision Section C, which plat was

prepared by the defendant, Cape St. John, Inc., or by its agents at its direction, there is indicated by a dotted line a 15 foot strip of beach, the purpose of which is explained by the following legend printed on said plat:

" STATEMENT

The 15 foot right of way as shown hereon bordering on Boyd's Cove and South River is to be measured from mean high water and in the event of accretion or erosion the said 15 foot right of way shall follow the mean high water line. Said right of way is to be used in common with the owners and occupants of all lots in the subdivision known as Cape St. John, Sections A, B, C, D, E, and F, and is to be used for the purpose of access to, from and along the water. "

9.

That, as is depicted on the aforesaid plat, Lot No. 105 of Section C, which is owned by the plaintiffs, does not run to the water's edge, but is a "back-lot", whereas Lots No. 104 and 115 of Section C, owned by the defendants Johnson and Markward, do run to the water's edge and are "waterfront lots". Moreover, the plat of Section C portrays the 15 foot beach strip as an easement crossing and burdening the said lots 104 and 115; that is, the lots of the defendants, Johnson and Markward, are subject at the water's edge to the imposition of the easement or servitude described in paragraph No. 8 above.

10.

That for approximately one year there has existed friction and contention between the plaintiffs and the defendant waterfront owners, Johnson and Markward, regarding the use by the plaintiff's, as "back-lot" owners, of the said 15foot easement which crosses and burdens the waterfront lots of Johnson and Markward; that the plaintiffs contend that, by virtue of the terms of their deed in conjunction with the language appearing on the plat of Section C, they are legally entitled to use said 15 foot strip as a bathing beach on which they may walk, stand, sit, lie or bask in the sun; that the defendant waterfront owners, Johnson and Markward, deny the plaintiffs' right so to use the 15 foot easement and contend that the plaintiffs cannot use said easement for beach purposes of any nature or description.

11.

That as a result of the disput recited in the preceding paragraph, and in an attempt to solve the dilemma, the plaintiffs demanded and were granted an informal hearing before the Maryland Real Estate Commission on August 19th, 1949, at which hearing the plaintiffs charged the defendant, Cape St. John, Inc., and its selling agent, Leon Ackermann, with misrepresentation, and at which hearing the plaintiffs and officials of the defendant, Cape St. John, Inc., and the said Leon Ackermann were present. The Maryland Real Estate Commission, after hearing statements by all parties present, including the attorneys of the defendant, Cape St. John, Inc., indicated its agreement with the plaintiffs' contention that they are entitled to use the 15 foot strip along the water for all normal bathing beach purposes and, accordingly, informally advised the defendant, Cape St. John, Inc., to publish a statement to this effect for the benefit of all lot owners, thereby clarifying and more explicitly defining the nature and scope of the easement embraced within the said 15 foot strip.

12.

That by way of compliance with the aforesaid informal recommendation of the Maryland Real Estate Commission the defendant, Cape St. John, Inc., published and distributed to lot owners the two following statements:

> "At the time Sections B, C, D, E and F of Cape St. John development were platted and sold, it was the intent and desire of the seller that all of the land owners in these sections would have equal rights to the use of the entire beach front for bathing purposes. A fifteen foot reservation was made along the entire waterfront of these sections for this purpose.
>
> In addition to this, the owners set aside two community beaches together with recreational areas. The recreational areas and community beaches were to be used for bathing, sunbathing, picnics, playgrounds and entertaining friends of property owners.
>
> In consideration of the waterfront lot owners, especially those who have expended monies and time cleaning up their beaches, it seems only fair that other lot owners should not impose themselves on the waterfront owners, especially to the extent of making a nuisance of themselves and being objectionable in number, noise, etc.
>
> The cooperation of all the property owners both in the use

and care of the waterfront is most important and desirable for all concerned.

(signed) Cape St. John, Inc. "

"All lots in Sections B, C, D, E and F of Cape St. John were sold with the idea that there were no restricted bathing areas for property owners. However, we do not wish to imply that property owners not fronting on the water should hold picnics or entertain on property of property owners fronting on said area.

We have provided community beaches for this sort of entertainment.

(signed) Cape St. John, Inc. "

13.

That despite the publication of the statements recited in the preceding paragraph, the defendant waterfront owners, Johnson and Markward, remain adamant in their positive refusal to recognize the rights of the plaintiffs in the use and enjoyment of the aforesaid 15 foot easement. That said waterfront owners have assumed a belligerent and hostile attitude, have plagued the plaintiffs with caustic, sarcastic and contemptuous language, have repeatedly ordered the plaintiffs to leave the 15 foot beach strip, and, therefore, have been a constant source of vexation, humiliation, embarrassment, and irritation to the plaintiffs.

14.

That despite the advice and admonition of the Maryland Real Estate Commission the defendant, Cape St. John, Inc., as the creator and developer of the Cape St. John subdivision and as the common grantor of all lots therein has, except for the publication of the statements recited in paragraph No. 12 above, declined to take any action to preserve the freedom of the said 15 foot easement and to protect the rights of the plaintiff back lot owners therein from the constant interference and opposition offered by the defendant waterfront owners, Johnson and Markward.

15.

That Mr. Touchstone Jones, in his capacity as President of the defendant, Cape St. John, Inc., wrote a letter to the defendant Arnold Johnson and made an oral statement to the defendant, Claude W. Markward, whereby he asserted that Johnson and Markward

were correct in their contention that, as waterfront owners, they could prohibit the plaintiffs from using as a bathing beach that portion of the said 15 foot easement crossing and burdening Markward's Lot No. 104 and Johnson's Lot No. 115; that, notwithstanding the advice and suggestion of the Maryland Real Estate Commission, neither the said Touchstone Jones nor the defendant, Cape St. John, Inc., has taken any action to refute or countermand the said letter or oral statement.

16.

That the plaintiffs had decided to return to the Maryland Real Estate Commission to demand a formal hearing because of the failure of the defendant, Cape St. John, Inc., to take any action toward settlement of the dispute when the attorneys of said defendant corporationadvised the plaintiffs' attorneys that, in such event, the defendant corporation would apply to this Honorable Court for a Declaratory Judgment; that the plaintiffs then desisted for a time awaiting the initiation of Declaratory Judgment proceedings by said defendant corporation; that said corporation took no action, its attorneys finally advising the plaintiffs' attorneys that the defendant corporation would initiate no proceeding to settle the dispute; whereupon the plaintiffs have herewith filed this action seeking a Declaratory Judgment.

To the end, therefore:

(1) That this Honorable Court determine that the legend on the "Subdivision plat of Section C of Cape St. John," referring to the 15 foot right of way bordering on Boyd's Cove and South River, which plat and legend is incorporated by reference into the deeds of both the plaintiffs, Gavin and Lacklen, and the defendants, Johnson and Markward, created and defined an easement or servitude burdening Lots No. 104 and No. 115 in Section C of Cape St. John, and that the nature and scope of such easement is such that it may be used and enjoyed by the plaintiffs for bathing

beach purposes without annoyance, hindrance or interference from the defendants, Johnson and Markward.

(2) That this Honorable Court declare the rights, status and other legal relations respecting the 15 foot easement mentioned in the preceding prayer for relief.

(3) That this Honorable Court may, in accordance with the terms of Section 10, Article 31A, of the Annotated Code of Maryland, apportion the costs of this proceeding among the parties hereto.

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

And as in duty bound, etc.

Woelfel & Curley

Woelfel & Curley,
Solicitors for the Plaintiffs,
9-11 School Street,
Annapolis, Maryland.

PATRICK A. GAVIN, etc.	:	No. 9952 Equity
	:	In the
vs.	:	Circuit Court
	:	for
CLAUDE W. MARKWARD, etc.	:	Anne Arundel County

: :

PETITION

To the Honorable, the Judge of said Court:

The petition of the plaintiffs, Patrick A. Gavin and Agnes C. Gavin, his wife, and Robert J. Lacklen and Roberta F. Lacklen, his wife, by their attorneys, Woelfel and Curley, respectfully states:

1.

That on May 11th, 1950, your petitioners filed their Bill of Complaint in the above-entitled cause.

2.

That paragraph No. 13 of said Bill of Complaint states:

> "That despite the publication of the statements recited in the preceding paragraph, the defendant waterfront owners, Johnson and Markward, remain adamant in their positive refusal to recognize the rights of the plaintiffs in the use and enjoyment of the aforesaid 15 foot easement. That said waterfront owners have assumed a belligerent and hostile attitude, have plagued the plaintiffs with caustic, sarcastic and contemptuous language, have repeatedly ordered the plaintiffs to leave the 15 foot beach strip, and therefore, have been a constant source of vexation, humiliation, embarrassment, and irritation to the plaintiffs."

That your petitioners naturally fear the resumption of such belligerent conduct on the part of the defendants, Johnson and Markward, when they, your petitioners, seek to enjoy the use of that portion of the said 15 foot waterfront easement which crosses and burdens the Markwards' Lot No. 104 and the Johnsons' Lot No. 115 in Section C of the Cape St. John Subdivision.

3.

That, in view of the fact that the summer season is about to begin , your petitioners respectfully advise this Honorable Court that they desire to avail themselves of the use and enjoyment of the bathing facilities appurtenant to Section C of the

Petition
Filed May 22' 1950

Cape St. John Subdivision, and, especially, to exercise their rights in and to the use and enjoyment of the 15foot waterfront easement which is fully described in the said Bill of Complaint, free of any molestation or hindrance on the part of the defendants Johnson and Markward.

4.

That because of the present heavy Court Docket and the fact that the Courtroom will be closed for remodeling during the month of June, your petitioners respectfully suggest that there is little likelihood that this cause will be heard and determined before the month of July, 1950. That, in the interim, there exists the unfortunate likelihood that the conduct of the defendants Johnson and Markward, alluded to in the paragraph No. 2 above, will continue to harass and annoy the petitioners.

Wherefore your petitioners respectfully pray:

(1) That this Honorable Court may issue an injunction restraining the defendants, Arnold Johnson and Mrs. Arnold Johnson, his wife, and Clude W. Markward and Wilhelmina Markward, his wife, from interfering with or obstructing in any manner the quiet, reasonable and proper use by the petitioners, Patrick A. Gavin and Agnes C. Gavin, his wife, and Robert J. Lacklen and Roberta F. Lacklen, his wife, as a bathing beach that portion of the 15 foot waterfront easement which crosses and burdens Lots No. 104 and 115 in Section C of the Cape St. John Subdivision, said injunction to stand pending the final determination of this cause.

And as in duty bound, etc.

Woelfel & Curley

Woelfel and Curley,
Attorneys for Petitioners,
9-11 School Street, Annapolis, Md.

. . . . . .

ORDER OF COURT

Upon the foregoing petition it is this 23d day of May, 1950, by the Circuit Court for Anne Arundel County ORDERED that the

Order filed May 23 1950

writ of injunction issue as prayed unless cause to the contrary thereof be shown within 10 days subsequent to the service upon the defendants of a copy of the said petition and this Order of Court, and

It is further ORDERED by the authority aforesaid that a copy of the foregoing petition and this Order of Court be served on each of the defendants, to wit: Arnold Johnson, Mrs. Arnold Johnson, his wife, Claude W. Markward and Wilhelmina Markward, his wife, or their solicitors, on or before the 3d day of June, 1950.

Benjamin Nicholson
Judge.

PATRICK A. GAVIN and AGNES C. GAVIN, his wife 2808 2nd Street, S.E. Washington, D.C. and ROBERT L. LACKLEN and ROBERTA F. LACKLEN, his wife 5437 23rd St., North Arlington, Va. vs. CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife Lot No. 104, Section C Valley View Road Cape St.John Subdivision Second Election District Anne Arundel County and ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife Lot No. 115, Section C Dogwood Trail Cape St. John Subdivision Second Election District Anne Arundel County and CAPE ST. JOHN, INC. a body corporate 1515 Mathieson Building Baltimore 2, Md.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #9952 - Equity

Filed June 7, 1950

* * *

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Claude W. Markward and Wilhelmina Markward, his wife, and Arnold Johnson and Mrs. Arnold Johnson, his wife, Defendants, by McWilliams and Evans, their attorneys, and for an answer to the petition and order of this Honorable Court exhibited against them respectfully say:

3

1. That the Defendants admit the allegations contained in paragraph one of said petition.

2. That the Defendants deny the allegations contained in paragraph two of said petition, and further answering say, they have never assumed a belligerent or hostile attitude and have never plagued the Plaintiffs with caustic, sarcastic and contemptuous language, and there is no basis for the Plaintiffs to fear such belligerent conduct on the part of the Defendants in the future.

3. That the Defendants, in answer to the allegations in paragraph three of said petition, deny that the Plaintiffs have ever been interfered with by the Defendants in the use and enjoyment of the bathing facilities appurtenant to Section C of the Cape St. John's Subdivision, and have no basis for their assumption that this use and enjoyment of said facilities in the future will be interfered with; and their proper use and enjoyment of the fifteen foot right-of-way has never been and in the future will not be interfered with by the Defendants Claude W. Markward and Wilhelmina Markward and Arnold Johnson and Mrs. Arnold Johnson, and further answering said petition the Defendants Claude W. Markward and Wilhelmina Markward and Arnold Johnson and Mrs. Arnold Johnson own only two of the many lots over which the said fifteen foot right-of-way runs, and the granting of the injunction prayed for in said petition is unnecessary and discriminatory as to your Defendants, who are only two of the many lot owners.

4. That the Defendants admit that part of the allegation in paragraph four of said petition as to the time this cause may be heard, but deny that part of the allegation that in the interim there exists any likelihood that the conduct of the Defendants

Claude W. Markward and Wilhelmina Markward and Arnold Johnson and Mrs. Arnold Johnson has in the past, or will in the future interfere with or obstruct in any manner the quiet, reasonable and proper use by the petitioners of the bathing facilities appurtenant to Section C of the Cape St. John's Subdivision.

AND, having answered said petition and order of Court thereon, the Defendants pray that the same be dismissed.

AND, as in duty bound, etc.

McWilliams and Evans
212 Duke of Gloucester St.
Annapolis, Md.
Attorneys for Defendants
Claude W. Markward and
Wilhelmina Markward, his wife, and
Arnold Johnson and Mrs. Arnold
Johnson, his wife

I certify that a copy of the above answer has been mailed this sixth day of June, 1950, to Woelfel and Curley, 9 School St., Annapolis, Md., attorneys for petitioners.

McWilliams and Evans
Attorneys for Defendants
Markward and Johnson

PATRICK A. GAVIN and AGNES C. GAVIN, his wife 2808 2nd Street, S.E. Washington, D. C. and ROBERT L. LACKLEN and ROBERTA F. LACKLEN, his wife 5437 23rd St., North Arlington, Va. vs. CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife Lot No. 104, Section C Valley View Road Cape St. John Subdivision Second Election District Anne Arundel County and ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife Lot No. 115, Section C Dogwood Trail Cape St. John Subdivision Second Election District Anne Arundel County and CAPE ST. JOHN, INC. a body corporate 1515 Mathieson Building Baltimore 2, Md.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #9952 - Equity

Filed June 19, 1950

****

DEMURRER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendants, Claude W. Markward and Wilhelmina Markward, his wife, and Arnold Johnson and Mrs. Arnold Johnson, his wife, demur to the whole and to each and every paragraph of the Bill of Complaint filed herein and to every prayer for relief, and as grounds for demurrer say:

5

1. That said Bill of Complaint and each and every paragraph are bad in substance and insufficient in law.

2. That the Plaintiffs have not alleged any fact in their Bill of Complaint or in any paragraph thereof sufficient to entitle them to any relief whatsoever in a court of equity.

3. That the Plaintiffs have not joined as defendants all the necessary parties who would be affected by the declaration prayed for.

4. That a question of title to realty is involved and it is apparent from the Bill of Complaint that this Court has no jurisdiction.

5. And for other reasons to be assigned at the hearing of the Demurrer.

McWilliams & Evans

McWilliams and Evans
212 Duke of Gloucester St.
Annapolis, Maryland
Attorneys for Defendants
Claude W. Markward and
Wilhelmina Markward, his wife, and
Arnold Johnson and Mrs. Arnold
Johnson, his wife

We hereby certify that a copy of the above Demurrer has been mailed this 17th day of June, 1950, to Woefel and Curley, 9 School St., Annapolis, Md., Attorneys for Plaintiffs, and to Rouse and Morton, Church Circle, Annapolis, Md., Attorneys for Defendant, Cape St. John, Inc.

McWilliams & Evans

McWilliams and Evans
Attorneys for Defendants
Markward and Johnson

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

I HEREBY CERTIFY that, on this 17" day of June, 1950, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife, and ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife, four of the Defendants in the above entitled cause, and made oath in due form of law that the Demurrer filed by said Defendants herein is not intended for delay.

Viola J. Brown
Viola J. Brown Notary Public

PATRICK A. GAVIN and AGNES C. GAVIN, his wife	:	
and	:	NO. 9952 EQUITY
ROBERT J. LACKLEN and ROBERTA F. LACKLEN, his wife,	:	
vs.	:	IN THE
CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife,	:	CIRCUIT COURT
and	:	FOR
ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife,	:	ANNE ARUNDEL COUNTY
and	:	
CAPE ST. JOHN, INC., a body corporate	:	

Filed June 12, 1950

EXCEPTIONS TO ALLEGATIONS OF BILL OF COMPLAINT AND DEMURRER

Exception to Allegations of Bill of Complaint

The Defendant, Cape St. John, Inc., excepts to the allegations contained in paragraphs 11 to 16 inclusive of the Bill of Complaint filed herein on the ground that the aforesaid paragraphs contain irrelevant and impertinent matter and moves that the aforesaid paragraphs be expunged from said Bill of Complaint.

Demurrer

The Defendant, Cape St. John, Inc., demurs to the Bill of Complaint filed herein and to each and every paragraph thereof and for reasons says:

1. That the Plaintiffs have not stated in their Bill such a case as entitles them to any relief in equity against this Defendant.

2. That it is apparent from the Bill of Complaint that this Court has no jurisdiction since a question of title to realty is involved.

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3. And for other reasons to be shown at the hearing hereof.

Rouse and Morton
Rouse and Morton

George W. Baker Jr.
George W. Baker, Jr.
Attorneys for Cape St. John, Inc.

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 7th day of June 1950, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared J. TOUCHSTONE JONES, President of Cape St. John, Inc., one of the defendants in the above-entitled cause and made oath in due form of law that the Demurrer filed by said defendant therein is not intended for delay.

Ethel M. Troy
Notary Public
My commission expires 5/4/51

I HEREBY CERTIFY that a copy of the within Exception to Allegations of Bill of Complaint and Demurrer was mailed to Woelfel and Curley, Esquires, Solicitors for the Complainants, and that a copy was mailed to Claude W. Markward and Wilhelmina Markward, his wife, and to Arnold Johnson and Mrs. Arnold Johnson, his wife, Defendants, this 12th day of June, 1950.

John C. Rouse Jr.
Attorney for Cape St. John, Inc.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

PATRICK A. GAVIN, and others, PLAINTIFFS.	:	
VS.	:	NO. 9952 EQUITY
CLAUDE W. MARKWARD, and others, DEFENDANTS.	:	

:::::::

ORDER SUSTAINING DEMURRERS

Filed Aug. 4, 1950

The demurrers, heretofore filed in this case, coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this fourth day of August, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said demurrers be, and the same are hereby, sustained; and that the plaintiffs have fifteen days in which to amend their bill.

Judge.

6

PATRICK A. GAVIN and AGNES C. GAVIN, his wife, 2808 2nd Street, SE, Washington, D.C.	:	No. 9952 Equity
and	:	
ROBERT J. LACKLEN and ROBERTA F. LACKLEN, his wife, 5437 23rd Street, North, Arlington, Virginia	:	
vs.	:	In the
CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife, Valley View Road, Cape St. John, 2nd District, Anne Arundel County	:	Circuit Court
and	:	for
ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife, Dogwood Trail, Cape St. John, 2nd District, Anne Arundel County	:	Anne Arundel County
and	:	
CAPE ST. JOHN, INC., a body corporate, 1515 Mathieson Building, Baltimore 2, Maryland.	:	

Filed 15 Aug 1950

AMENDED BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your orators, respectfully complaining, say:

1.

That the defendant, Cape St. John, Inc., did convey unto the plaintiffs a certain lot of ground designated as Lot No. 105 in Section C of the Cape St. John subdivision in the Second Election District of Anne Arundel County by deed dated July 29th, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 532, folio 32, on August 2nd, 1949, a certified copy of which deed is filed herewith as plaintiffs' exhibit No. 1 and prayed to be taken as part and parcel of this Bill of Complaint.

2.

That the plaintiffs' deed contains the following description: "Lot No. 105 on the 'Subdivision Plat of Section C of Cape St.John'"

3.

That the defendant, Cape St. John, Inc., did convey unto the defendants Claude W. Markward and Wilhelmina Markward, his wife, as

tenants by the entireties, waterfront Lot No. 104 in Section C of Cape St. John, by deed dated January 10th, 1949, and recorded on January 13th, 1949, among the Land Records of Anne Arundel County in Liber J.H.H. No. 508, folio 7, a certified copy of which deed is filed herewith as plaintiffs' exhibit No. 2 and prayed to be taken as part and parcel of this Bill of Complaint.

4.

That said deed of Claude W. Markward and Wilhelmina Markward, his wife, contains the following description: "Lot No. 104 on 'Subdivision Plat of Section C of Cape St. John'".

5.

That the plaintiffs are informed and, therefore, do affirmatively allege that the defendants Arnold Johnson and wife have, by written instrument, contracted to purchase from the defendant, Cape St. John, Inc., waterfront Lot No. 115 in Section C of Cape St. John; that said Arnold Johnson and wife have virtually completed payment for said Lot No. 115 but refuse to accept a deed therefor pending the result in this proceeding.

6.

That the fee simple title to Lot No. 115 is vested in the defendant, Cape St. John, Inc.

7.

That the "Subdivision Plat of Section C of Cape St. John" was recorded among the plat records of Anne Arundel County on September 14th, 1948, in Cabinet 3, Rod F-4, Folio 15, a photostat copy of which plat, prepared by the Land Office of the State of Maryland Hall of Records, is filed herewith as plaintiffs' exhibit No. 3 and prayed to be taken as part and parcel of this Bill of Complaint.

8.

That on the plat of Subdivision Section C of Cape St. John, which plat is incorporated by reference into the plaintiffs' deed and into the Markward deed, heretofore filed as plaintiffs' exhibits No. 1 and No. 2 respectively, and which plat was prepared by the defendant, Cape St. John, Inc., or by its agents at its direction, there is indicated by a dotted line a 15 foot strip of beach, the

purpose of which is explained by the following legend or statement printed on said plat:

"

STATEMENT

The 15 foot right of way as shown hereon bordering on Boyd's Cove and South River is to be measured from mean high water and in the event of accretion or erosion the said 15 foot right of way shall follow the mean high water line. Said right of way is to be used in common with the owners and occupants of all lots in the subdivision known as Cape St. John, Sections A, B, C, D, E, and F, and is to be used for the purpose of access to, from and along the water."

9.

That, as is depicted on the aforesaid plat, the plaintiffs' Lot No. 105 does not run to the water's edge, but is a "back lot", whereas the Markward Lot No. 104 and the Johnson Lot No. 115 do run to the water's edge and are "waterfront lots". Moreover, the plat of Section C portrays the 15 foot beach strip as an easement crossing and burdening said Lots 104 and 115; that is, the lots of the defendants, Johnson and Markward, are subject at the water's edge to the imposition of the easement or servitude described in paragraph No. 8 above.

10.

That for approximately one year there has existed friction and contention between the plaintiffs and the defendant waterfront owners, Johnson and Markward, regarding the use by the plaintiffs, as "back lot owners", of the said 15 foot easement which crosses and burdens the waterfront lots of Johnson and Markward; that the plaintiffs contend that, by virtue of the terms of their deed and the statement appearing on the Subdivision Plat of Section C, they are legally entitled to use said 15 foot strip as a bathing beach on which they may walk, stand, sit, lie or bask in the sun; that the defendant waterfront owners, Johnson and Markward, deny the plaintiffs' right so to use the 15 foot easement and contend that the plaintiffs cannot use said easement for beach purposes of any nature or description.

11.

That as a result of the dispute recited in the preceding paragraph, and in an attempt to obtain clarification, the plaintiffs

demanded and were granted an informal hearing before the Maryland Real Estate Commission on August 19th, 1949, at which hearing the plaintiffs and the officers and attorneys of the defendant, Cape St. John, Inc., were present. The Maryland Real Estate Commission, after hearing statements by all parties present, announced its agreement with the plaintiffs' contention that they are entitled to use the 15 foot easement for all normal bathing beach purposes and, accordingly, informally advised the defendant, Cape St. John, Inc., to publish a statement to this effect for the benefit of all lot owners, thereby clarifying and more explicitly defining the nature and scope of the easement embraced within the said 15 foot strip.

d

12.

That by way of compliance with the aforesaid informal recommendation of the Maryland Real Estate Commission the defendant, Cape St. John, Inc., published and distributed to lot owners the following statements:

(A) "At the time Sections B, C, D, E and F of Cape St. John development were platted and sold, it was the intent and desire of the seller that all of the land owners in these sections would have equal rights to the use of the entire beach front for bathing purposes. A fifteen foot reservation was made along the entire waterfront of these sections for this purpose.

In addition to this, the owners set aside two community beaches together with recreational areas. The recreational areas and community beaches were to be used for bathing, sunbathing, picnics, playgrounds and entertaining friends of property owners.

a & d

In consideration of the waterfront lot owners, especially those who have expended monies and time cleaning up their beaches, it seems only fair that other lotbowners should not impose themselves on the waterfront owners, especially to the extent of making a nuisance of themselves and being objectionable in number, noise, etc.

The cooperation of all the property owners both in the use and care of the waterfront is most important and desirable for all concerned.

(signed) Cape St. John, Inc. "

(B) "All lots in Sections B, C, D, E and F of Cape St. John were sold with the idea that there were no restricted bathing areas for property owners. However, we do not wish to imply that property owners not fronting on the water should hold picnics or entertain on property of property owners fronting on said area.

We have provided community beaches for this sort of entertainment. (signed) Cape St. John, Inc. "

13.

That despite the publication of the statements recited in the preceding paragraph, the defendant waterfront owners, Johnson and Markward, remain adamant in their positive refusal to recognize the rights and privileges of the plaintiffs in the use and enjoyment of the aforesaid 15 foot easement. That said waterfront owners have assumed a belligerent and hostile attitude, have plagued the plaintiffs with caustic, sarcastic, and contemptuous language, have repeatedly requested and insisted that the plaintiffs leave the 15 foot beach strip, and, therefore, have been a constant source of vexation, humiliation and irritation to the plaintiffs.

14.

That despite the advice and admonition of the Maryland Real Estate Commission the defendant, Cape St. John, Inc., as the creator and developer of the Cape St. John subdivision, as the common grantor of all lots therein, and as the present holder of the legal title to Johnson's Lot No. 115 in Section C of Cape St. John has, except for the publication of the statements recited in paragraph No. 12 above, declined to take any action to preserve the freedom of the said 15 foot easement and to protect the rights of the plaintiff back lot owners therein from the constant interference and opposition offered by the defendant waterfront owners, Johnson and Markward.

15.

That Mr. Touchstone Jones, in his capacity as President of the defendant, Cape St. John, Inc., wrote a letter to the defendant Arnold Johnson and made an oral statement to the defendant Claude W. Markward whereby he asserted that Johnson and Markward were correct in their contention that, as waterfront owners, they could prohibit the plaintiffs from using as a bathing beach that portion of the said 15 foot easement crossing and burdening Markward's Lot No. 104 and Johnson's Lot No. 115; that, notwithstanding the advice and suggestion of the Maryland Real Estate Commission, neither the said Touchstone Jones nor the defendant, Cape St. John, Inc., has taken any action to refute or countermand the said letter or oral statement.

16.

That the interference by the defendants with the plaintiff's use of the said 15 foot easement is a grievance not susceptible of adequate compensation in the ordinary course of law but one which will cause irreparable damage to the plaintiff's future complete and rightful enjoyment of said easement.

17.

That this Bill of Complaint is filed on behalf of the plaintiffs and all other similarly situated back lot owners in Section C of the Cape St. John Subdivision, the latter being numerous and largely unknown to the plaintiffs.

18.

That this Bill of Complaint is filed against the defendants as representatives of all waterfront owners similarly situated in Section C of the Cape St. John Subdivision, the latter being numerous and largely unknown to the plaintiffs.

19.

That because of the continued controversy concerning the true nature and scope of the said 15 foot easement the plaintiffs have herewith filed this Bill of Complaint seeking a Declaratory Decree.

To the end, therefore:

(1) That this Honorable Court determine that the legend on the "Subdivision Plat of Section C of Cape St. John", referring to the 15 foot right of way bordering on Boyd's Cove and South River, which plat and legend is incorporated by reference into the deeds of both the plaintiffs, Gavin and Lacklen, and the defendant, Markward, created and defined an easement or servitude burdening Lots No. 104 and No. 115 as well as all other waterfront lots in Section C of Cape St. John, and that the nature and scope of such easement is such that it may be used and enjoyed by the plaintiffs for bathing beach purposes without annoyance, hindrance or interference from the defendants or any other waterfront owner.

(2) That this Honorable Court may declare the rights, status and other legal relations respecting the 15 foot easement mentioned in the preceding prayer for relief.

(3) That this Honorable Court may, in accordance with the terms of Section 10, Article 31A, of the Annotated Code of Maryland, apportion the costs of this proceeding among the parties hereto.

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

And as in duty bound, etc.

Woelfel & Curley
Woelfel & Curley,
Solicitors for the Plaintiffs,
9-11 School Street,
Annapolis, Maryland.

o o o o o o o o o o o o o o o o o o o o o

I hereby certify that upon this 15th day of August, 1950, 2 copies of the above Bill were mailed to McWilliams & Evans, 212 Duke Of Gloucester St., Annapolis, Md., solicitors for the defendants Johnson and Markward, and 1 copy was mailed to Rouse, Morton and Baker, Church Circle, Annapolis, Md., solicitors for the defendant, Cape St. John, Inc.

Thomas J. Curley
Thomas J. Curley, Esq.

INT. REV. STAMPS $1.10 - MD. STATE STAMPS $1.10

THIS DEED, Made this 29th day of July in the year one thousand nine hundred and forty-nine, by and between Cape St. John Inc., a corporation of the State of Maryland, party of the first part; and Agnes C. Gavin and Patrick A. Gavin, of the District of Columbia, and Roberta F. Lacklen and Robert J. Lacklen, of Arlington, Virginia, parties of the second part.

WITNESSETH: that in consideration of the sum of $5.00 and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, subject to the restrictions hereinafter set forth, unto the said parties of the second part, as joint tenants and not as tenants in common, their assigns, the survivor of them, and the heirs and assigns of the survivor in fee simple, all that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, being known and designated as Lot No. 105 on the "Subdivision Plat of Section C of Cape St. John", which Plat was recorded among the Plat Records of Anne Arundel County on September 14, 1948, and is now filed in Cabinet No. 3, Rod F-4, folio 15.

BEING part of the property which, by deed dated June 6, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 162, was granted and conveyed by Broadwater, Inc., to South River Forest Hills, Inc., by Articles of Amendment filed with the State Tax Commission of Maryland on the 17th day of February, 1948, the name of South River Forest Hills, Inc., was changed to Cape St. John Corporation. By Articles of Amendment filed with the State Tax Commission of Maryland on the 18th day of August, 1948, the name of Cape St. John Corporation was changed to Cape St. John, Inc.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said Agnes C. Gavin, Patrick A. Gavin, Roberta F. Lacklen and Robert J. Lacklen, as joint tenants and not as tenants in common, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple; subject, however, to the following

Filed 15 Aug. 1950. Plaintiffs' Exhibit No. 1

8

restrictions and conditions, to wit:

1. That said property shall never be used or occupied by or sold, demised, transferred, conveyed unto, or in trust for, leased or rented, or given to negroes, or any person or persons of negro blood or extractions, or to any person or persons of the Semitic race, blood or origin, or Jews or Hebrews, or any persons or person of Chinese, Japanese, Philippine, or other colored race descendant, except that nothing contained herein shall preclude the partial occupancy of the premises by domestic servants of any owner of said property.

2. No house, garage, or other outbuilding or any nature, shall be erected on lot in this subdivision until the architectural designs of the improvements have been approved by The Roland Park Company, or its designated agent, and the lot plan, with the proposed erections located on it, has been also approved by The Roland Park Company, or its designated agent. No improvements or building of any nature shall be erected within fifteen feet of the side line of any lot except with explicit written approval of The Roland Park Company.

3. No fences of any nature are to be erected or maintained without the written approval of The Roland Park Company, or its designated agent.

4. No improvements of any nature are to be erected or at any time used for any commercial purposes whatsoever.

5. Sewerage and surface water are to be disposed of by approved septic tank systems, such systems, locations of tank, etc., to be approved by The Roland Park Company. No drainage of any nature to be emptied into any of the waters of the South River, Boyd's Cove or Gingerville Creek.

6. All of the above restrictions shall remain in force until July 1, 1955, and then shall automatically renew for each ten year period thereafter unless a majority of the property owners in the subdivision shall, at least six months prior to any renewal date, agree in writing to a change in, or any abrogation of, any of the above restrictions.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assirances of said land as may be requisite.

WITNESS the corporate seal of the said grantor, and the signature of its President or Vice-Prisident hereto.

(CORPORATE SEAL)

ATTEST: Cape St. John Inc.

Eva M. Reiner, Secretary By Sidney H. Tinley, Jr. Vice-President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of July 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 Baltimore City aforesaid, personally appeared Sidney H. Tinley, Jr., Vice-President of Cape St. John Inc., the within named grantor, and he acknowledged the aforegoing deed to be the act of said body corporate.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Catherine Byrne, Notary Public

Recorded August 2nd. 1949 at 11:00 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 532, 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 9th day of August A.D., 1950.

John H. Hopkins 3rd Clerk

INT. REV. STAMPS $2.20 - MD. STATE STAMPS $2.20

THIS DEED, Made this 10th day of January in the year one thousand nine hundred and forty-nine, by and between Cape St. John Inc., a corporation of the State of Maryland, party of the first part; and Claude W. Markward and Wilhelmina Markward, his wife, of the City of Washington, District of Columbia, parties of the second part.

WITNESSETH: that in consideration of the sum of $5.00 and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey, subject to the restrictions hereinafter set forth unto Claude W. Markward and Wilhelmina Markward, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, all that lot of ground situate in the Second Election District of Anne Arundel County, State of Maryland, being known and designated as Lot No. 104, on the "Subdivision Plat of Section __ of Cape St. John", which Plat was recorded among the Plat Records of Anne Arundel County on September 14, 1948.

BEING part of the property which, by deed dated June 6, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 365, folio 162, was granted and conveyed by Broadwater, Inc., to South River Forest Hills, Inc., by Articles of Amendment filed with the State Tax Commission of Maryland on the 17th day of February, 1948, the name of South River Forest Hills, Inc., was changed to Cape St. John Corporation. By Articles of Amendment filed with the State Tax Commission of Maryland on the 18th day of August, 1948, the name of Cape St. John Corporation was changed to Cape St. John Inc.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenantes, and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said Claude W. Markward and Wilhelmina Markward, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple; subject, however, to the following restrictions and conditions, to wit:

1. That said property shall never be used or occupied by or sold, demised, transferred, conveyed unto, or in trust for, leased or rented,

Filed 15 Aug 1950

Plaintiffs' Exhibit No 2

or given to negroes, or any person or persons of negro blood or extractions, or to any person or persons of the Semitic race, blood or origin, or Jews or Hebrews, or any persons or person of Chinese, Japanese, Philippine, or other colored race descendant, except that nothing contained herein shall preclude the partial occupancy of the premises by domestic servants of any owner of said property.

2. No house, garage, or other outbuilding of any nature, shall be erected on lot in this subdivision until the architectural designs of the improvements have been approved by The Roland Park Company, or its designated agent, and the lot plan, with the proposed erections located on it, has been also approved by The Roland Park Company, or its designated agent. No improvements or building of any nature shall be erected within fifteen feet of the side line of any lot except with explicit written approval of The Roland Park Company.

3. No. fences of any nature are to be erected or maintained without the written approval of The Roland Park Company, or its designated agent.

4. No improvements of any nature are to be erected or at any time used for any commercial purposes whatsoever.

5. Sewerage and surface water are to be disposed of by approved septic tank systems, such systems, locations of tank, etc., to be approved by The Roland Park Company. No drainage of any nature to be emptied into any of the waters of the South River, Boyd's Cove or Gingerville Creek.

6. All of the above restrictions shall remain in force until July 1, 1955, and then shall automatically renew for each ten year period thereafter unless a majority of the property owners in the subdivision shall, at lease six months prior to any renewal date, agree in writing to a change in, or an abrogation of, any of the above restrictions.

AND the said party of the first part covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

WITNESS the corporate seal of the said grantor, and the signature or its President or Vice-President hereto.

(CORPORATE SEAL)

ATTEST: Cape St. John Inc.

Eva M. Reiner, Secretary by Sidney H. Tinley, Jr. Vice President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of January in the year one thousand nine hundred and forty-nine, before me the, subscriber a Notary Public of the State of Maryland, and for Baltimore City aforesaid, personally appeared Sidney H. Tinley, Jr., Vice-President of Cape St. John Inc., the within named grantor, and he acknowledged the aforegoing deed to be the act of said body cprpprate.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) Catherine Byrne, Notary Public

Commission Expires 5/2/49

Recorded 13th January 1949, at 1 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. 508, folio 7, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9th day of August A.D., 1950.

John H. Hopkins 3rd Clerk

PATRICK A. GAVIN and AGNES C. GAVIN, his wife	:	
and	:	
ROBERT J. LACKLEN and ROBERTA F. LACKLEN, his wife	:	IN THE
-vs.-	:	CIRCUIT COURT
CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife	:	FOR
and	:	
ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife	:	ANNE ARUNDEL COUNTY
and	:	No. 9952 Equity
CAPE ST. JOHN, INC., a body corporate	:	

. . .

Filed Sept. 2, 1950

ANSWER

The Answer of Cape St. John, Inc., a corporation, to the Bill of Complaint heretofore filed in the above-entitled proceeding, respectfully represents:

1. That it admits the allegations contained in paragraph one of said Bill of Complaint.

2. That it admits the allegations contained in paragraph two of said Bill of Complaint.

3. That it admits the allegations contained in paragraph three of said Bill of Complaint.

4. That it admits the allegations contained in paragraph four of said Bill of Complaint.

5. That it admits that the defendants, Arnold Johnson and wife have, by written instrument, contracted to purchase from it Lot No. 115 in Section C of Cape St. John, but it denies the other allegations contained in paragraph 5 of said Bill of Complaint.

6. That it admits the allegations contained in paragraph six of said Bill of Complaint.

7. That it admits the allegations contained in

paragraph seven of said Bill of Complaint.

8. That it admits the allegations contained in paragraph eight of said Bill of Complaint.

9. That it neither admits nor denies the allegations contained in paragraph nine of said Bill of Complaint since they consist of mixed conclusions of law and fact.

10. That it neither admits nor denies the allegations contained in paragraph ten of said Bill of Complaint since it has no independent knowledge thereof.

11. That it denies each every allegation contained in paragraph eleven of said Bill of Complaint, and further suggests to this Honorable Court that such allegations are impertinent and irrelevant.

12. That it neither admits nor denies the allegations contained in paragraph twelve of said Bill of Complaint, and further suggests that such allegations are impertinent and irrelevant.

13. That it neither admits nor denies the allegations contained in paragraph thirteen of said Bill of Complaint since it has no knowledge thereof.

14. That it neither admits nor denies the allegations contained in paragraph fourteen of said Bill of Complaint since they consist of mixed conclusions of law and fact.

15. That it neither admits nor denies the allegations contained in paragraph fifteen of said Bill of Complaint since they consist of mixed conclusions of law and fact.

16. That it neither admits nor denies the allegations contained in paragraph sixteen of said Bill of Complaint since it has no knowledge thereof.

17. That it neither admits nor denies the allegations contained in paragraph seventeen of said Bill of Complaint since such allegations are statements which do not require an answer.

18. That it neither admits nor denies the allegations contained in paragraph eighteen of said Bill of Complaint since such allegations are statements which do not require an answer.

19. That it neither admits nor denies the allegations contained in paragraph nineteen of said Bill of Complaint since such allegations are statements which do not require an answer.

20. Further answering said Bill of Complaint, the Defendant, Cape St. John, Inc., says that the rights of the respective parties to this proceeding are fully set forth on the plat entitled "Sub-division Plat of Section C of Cape St. John" heretofore filed herein as "Plaintiffs' Exhibit No. 3".

And having fully answered the aforesaid Bill of Complaint, the Defendant, Cape St. John, Inc., prays to be hence dismissed with its costs of suit.

AND AS IN DUTY BOUND, ETC.

Rouse and Morton
Rouse and Morton

George W. Baker, Jr.
George W. Baker, Jr.
Attorneys for Cape St. John, Inc.

I hereby certify that on this 31st day of August, 1950, copies of the within Answer were mailed to Woelfel and Curley, Esquires, Solicitors for the Complainants and to McWilliams and Evans, Esquires, Solicitors for the Defendants Johnson and Markward.

George W. Baker, Jr.
Attorney for Cape St. John, Inc.

PATRICK A. GAVIN and AGNES C. GAVIN, his wife,	*	IN THE
and	*	CIRCUIT COURT
ROBERT L. LACKLEN and ROBERTA F. LACKLEN, his wife,	*	FOR ANNE ARUNDEL COUNTY
vs.	*	No. 9952 Equity
CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife,	*	
and		
ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife,	*	
and	*	
CAPE ST. JOHN, INCORPORATED, a body corporate	*	

* * *

Filed 5 Sept., 1950

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Claude W. Markward and Wilhelmina Markward, his wife, and Arnold Johnson and Mrs. Arnold Johnson, his wife, Defendants, by McWilliams, Evans & Melvin, their attorneys, and for an answer to the Amended Bill of Complaint in this Honorable Court exhibited against them respectfully say:

1. That the Defendants neither admit nor deny the allegations contained in Paragraphs 1 and 2 of said Bill of Complaint.

2. That the Defendants admit the allegations contained in Paragraphs 3 and 4 of said Bill of Complaint.

3. That the Defendants admit that part of Paragraph 5 of said Bill of Complaint which relates that Arnold Johnson and wife

have by written instrument contracted to purchase from the Defendant Cape St. John, Incorporated, lot No. 115 in Section "C" of Cape St. John, but neither admit nor deny the other allegations contained in Paragraph 5 of said Bill of Complaint.

4. That the Defendants neither admit nor deny the allegations contained in Paragraph 6 of said Bill of Complaint.

5. That the Defendants admit the allegations contained in Paragraphs 7 and 8 of said Bill of Complaint.

6. That the Defendants neither admit nor deny the allegations contained in Paragraph 9 of said Bill of Complaint since they consist of mixed conclusions of law and fact.

7. That the Defendants admit that part of the allegation contained in Paragraph 10 of said Bill of Complaint which relates there exists friction and contention between the Plaintiffs and Defendants regarding the use by the Plaintiffs of the said 15 foot easement, but deny that part of the allegation which contends the Plaintiffs are legally entitled to use said 15 foot strip for any type of bathing beach they see fit, and further answering say that said 15 foot easement is clearly laid out on the Plat of Subdivision of Section "C" of Cape St. John as a right-of-way to be used for the purpose of access to, from, and along the water.

8. That the Defendants neither admit nor deny the allegations contained in Paragraph 11 of said Bill of Complaint, and further answering say that they were not present at any hearing before the Maryland Real Estate Commission

9. That the Defendants admit receiving from Cape

St. John the statement or notice as alleged in Sections A and B, Paragraph 12 of said Bill of Complaint, but neither admit nor deny the allegation in that part of Paragraph 12 which relates that said notice was sent by way of compliance with the informal recommendation of Maryland Real Estate Commission, as they have no independent knowledge thereof.

10. That the Defendants admit that they have never recognized the rights and privileges of the Plaintiffs in the 15 foot easement as those rights and privileges are recognized by the Plaintiffs as alleged in Paragraph 13 of said Bill of Complaint, but further answering say that they recognize the legitimate rights and privileges of the Plaintiffs in the use and enjoyment of the aforesaid 15 foot easement as specified on the Plat of Subdivision of Section "C" of Cape St. John, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-4, folio 15, and which specifically says that the said 15 foot easement is a "right of way..... to be used for the purpose of access to, from, and along the water."

11. That the Defendants neither admit nor deny the allegations contained in Paragraphs 14, 15, and 16 of said Bill of Complaint.

12. That the Defendants neither admit nor deny the allegations contained in Paragraphs 17, 18, and 19 of said Bill of Complaint since said allegations are statements which do not require an answer.

Having fully answered the aforesaid Bill of Complaint the Defendants pray to be dismissed with their reasonable costs of suit.

And, as in duty bound, etc.

McWilliams, Evans & Melvin
212 Duke of Gloucester St.
Annapolis, Maryland
Attorneys for Defendants, Claude W. Markward, Wilhelmina Markward, Arnold Johnson and Mrs. Arnold Johnson

I hereby certify that a copy of the above Answer to Amended Bill of Complaint was mailed this 5 day of September, 1950, to Woefel and Curley, 9 School Street, Annapolis, Maryland, attorneys for Plaintiffs.

Matthew S. Evans

PATRICK A. GAVIN and AGNES C. GAVIN, his wife,	*	IN THE
and	*	CIRCUIT COURT
ROBERT L. LACKLEN and ROBERTA F. LACKLEN, his wife,	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
CLAUDE W. MARKWARD and WILHELMINA MARKWARD, his wife,	*	No. 9952 - Equity
and	*	
ARNOLD JOHNSON and MRS. ARNOLD JOHNSON, his wife,	*	
and	*	
CAPE ST. JOHN, INCORPORATED, a body corporate	*	

* * *

Filed 5 Apr., 1951

ORDER TO ISSUE SUMMONS

Mr. Clerk:

Please issue summons for the following witnesses to testify on behalf of the defendants, Claude W. Markward and wife and Arnold Johnson and wife, in the above entitled case:

Sidney H. Tinsley, Jr.
Vice-President Cape St. John, Inc.
1515 O'Sullivan Building
Baltimore 2, Maryland

J. Touchstone Jones,
President, Cape St. John, Inc.
1515 O'Sullivan Building
Baltimore 2, Maryland

and make the same returnable to Monday, April 9, 1951, at 10:00 o'clock a.m. at the Circuit Court House for Howard County, Ellicott City, Maryland.

Matthew P. Evans

McWilliams, Evans & Melvin
212 Duke of Gloucester St.
Annapolis, Maryland
Attorneys for Defendants, Claude W. Markward and wife and Arnold Johnson and wife

LIBER 75 PAGE 71

Owner:
Cape St. John, Inc.,
1515 O'Sullivan Bldg.,
Baltimore, Maryland

Sales Contract
Made in Quadruplicate

Sales Representative:
Ackerman Realty Corporation,
Suite 100—Barr Building
Washington, D. C.

CAPE ST. JOHN

Anne Arundel County,
Maryland.

Received of Robert J Lucklen and Patrick A Gavin

a deposit of $10.00 as part payment for purchase from Cape St. John, Inc., of Lot 105

in Block ....., Section C ....., of the subdivision,

CAPE ST. JOHN, in Anne Arundel County, Maryland, for Purchase Price of $750.00 Terms: $350.00 in cash, (of which above deposit shall be a part), to be paid within 5 days after this date; remainder to be paid in monthly sums of $20.00 or more on the 15th day of each succeeding month; said payments to include interest at 6% per annum until paid.

Filed 23 Apr., 1951

PROVIDED: Upon its acceptance by Cape St. John, Inc., this receipt, including the conditions and restrictions on the back of same, shall be in full effect as its contract with the purchaser subject to the following provisions:

1. Upon full payment of the purchase price, Cape St. John, Inc., shall give to the purchaser a special warranty deed to said purchased lot or lots, above described, free and clear of encumbrance, excepting same shall provide and be subject to the restrictions and conditions on the back hereof, and excepting that conveyancing, including title examination or report, notary fees, revenue stamps and recording charges shall be at the cost of purchaser.

2. Upon failure of purchaser to complete the cash payment or to make the monthly payments as above stated, the purchaser agrees the actual damages from such failure will be impossible to determine and in lieu thereof. Cape St. John, Inc., may cancel the contract by surrender of any outstanding purchase note, and thereon retain all payments theretofore received as fixed, agreed and liquidated damages from said failure, and be without further liability to the purchaser.

3. All payments by the purchasers, after the initial cash deposit, shall be made at the office of Cape St. John, Inc., 1515 O'Sullivan Building, Baltimore, Maryland.

4. The acceptance hereof by Cape St. John, Inc., shall constitute this the entire and sole agreement with the purchaser.

ACKERMAN REALTY CORPORATION,
Sales Representative,

Approved: Date July 3, 1948

Robert J Lucklen
Purchaser.

Patrick A Gavin
Purchaser.

(Address)

(Telephone) (Occupation)

By ..... Salesman

ACCEPTED: Date July 12, 1948

CAPE ST. JOHN, INC.,

By Sidney V. Smith, Vice President

RESTRICTIONS AND CONDITIONS

1. That the said land, or any part shall not be sold, conveyed, leased or rented to, or occupied by any persons of the Semetic or Jewish, Oriental or Negro blood, race or extraction, excepting this shall not prevent employment by the owners of any such persons upon the land in domestic services.

2. That the said land shall be used for residential purposes only, and no part of such premises shall be used for a hospital, asylum, cemetery, a place of burial, a factory, manufactory, or for any business or trade whatsoever.

3. That no building or addition, nor fence or other structure shall be erected on the land without prior written approval of the plans and specifications including locations by Cape St. John, Inc., and compliance in their execution by the owner with same and with the Anne Arundel County Building Code; that no tent or other structure or trailer intended for temporary living quarters shall be permitted.

4.(a) That the land used for any dwelling shall consist of not less than one residential lot; that no dwelling including porches or bay windows attached thereto shall be built within twenty-five (25) feet of the front line or lines of any lot, nor within fifteen (15) feet of the side lines of the abutting lots; that every dwelling shall have inside toilets connected with septic tank, approved as to system, location, etc., by Cape St. John, Inc.; that no drainage of any nature shall be emptied into the natural surrounding waters of South River or Boyd's Cove.

4.(b) No trees shall be cut and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as a part of such excavations.

4.(c) No fence, signs, billboards or advertising matter of any kind whatsoever shall be placed on said premises.

4.(d) That any exceptions to these provisions shall be only by written consent of Cape St. John, Inc.

5. That an easement over the five (5) feet width adjoining street lines of all lots for public utility purposes and entry upon vacant lots, to cut grass and weeds or plant and cultivate flowers and shrubbery, is reserved to Cape St. John, Inc.

6. The purchaser, or successor in possession, covenants to pay to Cape St. John, Inc., its successors or assigns, on March 1st of each year the sum of Ten ($10) Dollars for each and every lot purchased to be used for construction, maintenance and repair of streets in the subdivision.

7. All of the above covenants and restrictions shall remain in force until July 1, 1955, and shall then automatically successively renew for each ten year period thereafter unless the owners of a majority of the subdivided lots in the said subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in, or an abrogation of, any of the above restrictions and record such writing so amending the aforesaid covenants and restrictions among the Land Records of Anne Arundel County, Maryland.

8. The above covenants, conditions and restrictions shall run with and bind the land hereby conveyed, provided the declared invalidity of any one or more of them shall not affect the validity of the others.

Filed 23 Apr., 1951

All lots in Sections B, C, D, E and F of Cape St. John were sold with the idea that there were no restricted bathing areas for property owners. However, we do not wish to imply that property owners not fronting on the water should hold picnics or entertain on property of property owners fronting on said area.

We have provided community beaches for this sort of entertainment.

CAPE ST. JOHN, INC.

Plaintiff's Ex No 3
Objection to them sustained

14

Filed 23 Apr., 1951.

At the time Sections B, C, D, E and F of Cape St. John development were platted and sold, it was the intent and desire of the seller that all of the land owners in these sections would have equal rights to the use of the entire beach front for bathing purposes. A fifteen foot reservation was made along the entire waterfront of these sections for this purpose.

In addition to this, the owners set aside two community beaches together with recreational areas. The recreational areas and community beaches were to be used for bathing, sun bathing, picnics, play grounds and entertaining friends of property owners.

In consideration of the waterfront lot owners, especially those who have expended monies and time cleaning up their beaches, it seems only fair that other lot owners should not impose themselves on the waterfront lot owners, especially to the extent of making a nuisance of themselves and being objectionable in number, noise, etc.

The cooperation of all the property owners both in the use and care of the waterfront is most important and desirable for all concerned.

Plaintiff's Ex. No. 4
Objection to them sustained.

CAPE ST. JOHN, INC.

14

LIBER 75 PAGE 75

Owner:
Cape St. John, Inc.,
1515 O'Sullivan Bldg.,
Baltimore, Maryland

Sales Contract
Made in Quadruplicate

Sales Representative:
Ackerman Realty Corporation,
Suite 100—Barr Building
Washington, D. C.

Defa - d. 2 to
p. x. No. 1

CAPE ST. JOHN

Anne Arundel County,
Maryland.

Filed 23 Apr., 1951

Received of Arnold L. Johnson and M. Geneva Johnson
a deposit of $ 10.00 as part payment for purchase from Cape St. John, Inc., of Lot 115
in Block ....., Section C, of the subdivision,
CAPE ST. JOHN, in Anne Arundel County, Maryland, for Purchase Price of $ 1900.00 Terms: $ ~~250.00~~ in cash, (of which above deposit shall be a part), to be paid within 5 days after ~~this date~~, remainder to be paid in monthly sums of $ 25.00 or more on the first day of each succeeding month; said payments to include interest at 6% per annum until paid. Subject to approval.

PROVIDED: Upon its acceptance by Cape St. John, Inc., this receipt, including the conditions and restrictions on the back of same, shall be in full effect as its contract with the purchaser subject to the following provisions:

1. Upon full payment of the purchase price, Cape St. John, Inc., shall give to the purchaser a special warranty deed to said purchased lot or lots, above described, free and clear of encumbrance, excepting same shall provide and be subject to the restrictions and conditions on the back hereof, and excepting that conveyancing, including title examination or report, notary fees, revenue stamps and recording charges shall be at the cost of purchaser.

2. Upon failure of purchaser to complete the cash payment or to make the monthly payments as above stated, the purchaser agrees the actual damages from such failure will be impossible to determine and in lieu thereof. Cape St. John, Inc., may cancel the contract by surrender of any outstanding purchase note, and thereon retain all payments theretofore received as fixed, agreed and liquidated damages from said failure, and be without further liability to the purchaser.

3. All payments by the purchasers, after the initial cash deposit, shall be made at the office of Cape St. John, Inc., 1515 O'Sullivan Building, Baltimore, Maryland.

4. The acceptance hereof by Cape St. John, Inc., shall constitute this the entire and sole agreement with the purchaser.

When building path between Lots 104, 105 & 115 level of lot 115 will be made same as pathway. Lot 115 to be filled to eliminate marshiness.

ACKERMAN REALTY CORPORATION,
Sales Representative,

Approved: Date July 10, 1948

By Harry Keeney
Salesman.

Arnold L Johnson
Purchaser.

M Geneva Johnson
Purchaser.

ACCEPTED: Date .....

1224 Blair Mill Rd., Silver Spring, Md.
(Address)

CAPE ST. JOHN, INC.,

Shepherd 3419
(Telephone) (Occupation)

By .....

RESTRICTIONS AND CONDITIONS

1. That the said land, or any part shall not be sold, conveyed, leased or rented to, or occupied by any persons of the Semetic or Jewish, Oriental or Negro blood, race or extraction, excepting this shall not prevent employment by the owners of any such persons upon the land in domestic services.

2. That the said land shall be used for residential purposes only, and no part of such premises shall be used for a hospital, asylum, cemetery, a place of burial, a factory, manufactory, or for any business or trade whatsoever.

3. That no building or addition, nor fence or other structure shall be erected on the land without prior written approval of the plans and specifications including locations by Cape St. John, Inc., and compliance in their execution by the owner with same and with the Anne Arundel County Building Code; that no tent or other structure or trailer intended for temporary living quarters shall be permitted.

4.(a) That the land used for any dwelling shall consist of not less than one residential lot; that no dwelling including porches or bay windows attached thereto shall be built within twenty-five (25) feet of the front line or lines of any lot, nor within fifteen (15) feet of the side lines of the abutting lots; that every dwelling shall have inside toilets connected with septic tank, approved as to system, location, etc., by Cape St. John, Inc.; that no drainage of any nature shall be emptied into the natural surrounding waters of South River or Boyd's Cove.

4.(b) No trees shall be cut and no excavations shall be made on the premises except for the purpose of building thereon and at the time when the building operations are commenced and no earth or sand shall be removed from said premises except as a part of such excavations.

4.(c) No fence, signs, billboards or advertising matter of any kind whatsoever shall be placed on said premises.

4.(d) That any exceptions to these provisions shall be only by written consent of Cape St. John, Inc.

5. That an easement over the five (5) feet width adjoining street lines of all lots for public utility purposes and entry upon vacant lots, to cut grass and weeds or plant and cultivate flowers and shrubbery, is reserved to Cape St. John, Inc.

6. The purchaser, or successor in possession, covenants to pay to Cape St. John, Inc., its successors or assigns, on March 1st of each year the sum of Ten ($10) Dollars for each and every lot purchased to be used for construction, maintenance and repair of streets in the subdivision.

7. All of the above covenants and restrictions shall remain in force until July 1, 1955, and shall then automatically successively renew for each ten year period thereafter unless the owners of a majority of the subdivided lots in the said subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in, or an abrogation of, any of the above restrictions and record such writing so amending the aforesaid covenants and restrictions among the Land Records of Anne Arundel County, Maryland.

8. The above covenants, conditions and restrictions shall run with and bind the land hereby conveyed, provided the declared invalidity of any one or more of them shall not affect the validity of the others.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

PATRICK A. GAVIN, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 9952 EQUITY
CLAUDE W. MARKWARD, and others,	:	
DEFENDANTS.	:	

:::::::

D E C R E E

This cause standing ready for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is, thereupon, this 21st day of April, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the rights of the parties hereto in, to and over the strip of land fifteen feet wide, designated "right of way", and shown on the plat of Section "C" of the Cape St. John subdivision, dated June 25, 1948, and duly recorded among the Land Records of said Anne Arundel County, as extending along, or boarding on, South River and Boyd's Cove, be and the same are hereby, declared to be as follows, that is to say:

(a) The plaintiffs have the right to use said strip for the purpose of access to, from and along the waters of South River and Boyd's Cove, as stated in the statement, or legend, appearing in the upper right hand corner of said plat.

(b) This right is an easement appurtenant to the plaintiffs' lot No. 105, and is to be used by the plaintiffs in common with all others having a like right.

(c) The plaintiffs' right of access to and from the water includes the right to bathe from said strip, as

Filed 23 Apr., 1951

well as such right to walk, stand, sit, and lie thereon, as may be reasonably necessary to enable the plaintiffs to enjoy their right to bathe therefrom.

(d) None of the rights to which the plaintiffs have been declared to be entitled, supra, include the right to use said strip for sunbathing, basking in the sun, lolling around, picnicing and things of that nature. The plaintiffs are not entitled to any such rights.

And it is further ADJUDGED, ORDERED and DECREED that the plaintiffs pay half the costs of this case, and the defendants, Markward and Johnson, the other half.

James C. Clark

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

PATRICK A. GAVIN, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 9952 EQUITY
CLAUDE W. MARKWARD, and others,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 23 Apr., 1951

Cape St. John, Incorporated, owned a property on South River. It subdivided this property into lots, roads, trails, rights-of-way, etc., and caused a plat thereof to be made and recorded. It, then, proceeded to sell lots by reference to said plat. While there are apparently six sections of this plat, lettered from "A" to "F", both inclusive, we are only concerned with section "C". This section lies on the north side of said South River and on the east side of Boyd's Cove. It contains forty-four lots numbered from 90 to 133, both inclusive, an area marked "Community Beach", an area marked "Park Area", and several roads, rights-of-way and trails. Seventeen of the lots have a frontage on South River, or Boyd's Cove, and may be designated "front lots". The remaining twenty-seven lots do not front on any water and may be called "back lots". Community Beach has a frontage of two hundred five feet on South River, and extends back into the area designated "Park Area". A right-of-way, fifteen feet wide, hereinafter for clarity sometimes called "right-of-way No. 1", is shown as extending along the entire shore lines of South River and Boyd's Cove; and, in the upper right hand corner of the plat of this section, is the following state-

ment or legend, namely:

> "The 15' right of way as shown hereon bordering on Boyds Cove and South River, is to be measured from mean high water, and in the event of accretion or erosion the said 15' right of way shall follow the mean high water line. Said right of way is to be used in common with the owners and occupants of all lots in the subdivision known as Cape St. John, Section A, B, C, D, E and F and is to be used for the purpose of access to, from, and along the water.
>
> "The 15' right of way as shown along the southwest line of lot No 101 hereon is for the purpose of connecting the 15' right of way along Boyds Cove and the 15' right of way along South River, and in the event of erosion or accretion this right of way shall follow the erosion or accretion, so that the rights of way along Boyds Cove and South River shall always connect."

The plaintiffs purchased back lot No. 105, paid the purchase price, and have a deed therefor. At its nearest point this lot is ninety-two feet from South River. The defendants, Mr. and Mrs. Markward, purchased front lot No. 104, paid the purchase price, and have a deed therefor. This lot has a frontage of one hundred sixty feet on South River. The defendants, Mr. and Mrs. Johnson, purchased front lot No. 115, and paid part of the purchase money, but have refused to pay the balance until the controversy involved herein is settled. This lot has a frontage of one hundred feet on South River. Another right-of-way, fifteen feet wide, hereinafter for clarity sometimes called "right-of-way No. 2", is shown as extending from Valley View Road, in a southerly direction, to the north shore of South River. The center line of this right-of-way is the westernmost boundary of said lots Nos. 104 and 105, and the easternmost boundary of said lot No. 115. Unless they go by a long and circuitous route, the owners of said back lot No. 105 must travel over this right-of-way No. 2 in order to get to the shore of South River. Mr. and Mrs. Markward, the purchasers of said lot No. 115 as aforesaid, and Mr. and Mrs. Johnson, the purchasers of said lot No. 104 as aforesaid, cleaned up the beaches along the fronts of their respective lots, and

were proceeding to enjoy their new acquisitions. The plaintiffs came along with some friends, and, according to the defendants, proceeded to take possession of, and more or less monopolize, the fifteen foot strip (right-of-way No. 1) along the front of said front lots Nos. 104 and 115. An argument, or perhaps several, ensued. This suit followed. The plaintiffs claim that they are entitled to use said fifteen foot strip "as a bathing beach on which they may walk, stand, sit, lie, or bask in the sun". The defendants admit that the plaintiffs have the right to use said strip for "access to, from and along the water" of South River, but deny that they may use it for any other purpose.

The determination of the question seems to turn on the proper construction of the above quoted statement, or legend, found in the upper right hand corner of the plat, when read in the light of the balance of said plat and the surroundings circumstances. (Tiffany, Real Estate, 2d Edition, p. 1329; Baker vs. Frick, 45 Maryland 337; Glenn vs. Baltimore, 67 Maryland 390; Pitts vs. Baltimore, 73 Maryland 322; Sorensen vs. Lawrence, Daily Record, April 10, 1951). If the plaintiffs have any rights whatsoever, they must get them from the plat; the deed to them is absolutely silent on the question. Ordinary, a right-of-way over the land of another embraces and includes nothing more than the right of passing over it. (Tiffany, Real Estate, 3d Edition, § 772; 28 Corpus Juris Secundum 756). The land still belongs to the servient owner, and he has every right therein, or thereto, which does not belong to the owner of the dominant tenement. By the express terms of the legend, the right-of-way is for the benefit of all the lot owners in the subdivision, and is to be "used for the purpose of access to, from and along the water". To have a right of "access to the

water" is one thing - to convert that right of access into a bathing beach with all the incidents that ordinarily go therewith is another. I do not think the rule that every easement carries with it, by implication, the right to do whatever is reasonably necessary for the full enjoyment of the easement itself goes to the extent of saying that the plaintiffs here may use the right-of-way in question for sunbathing, lolling around, picnicing, and what not. I hold that they do not have the right so to do.

The area designated "Community Beach" on the plat was put there for the very purpose for which the plaintiffs want to use the right-of-way in question. It is common knowledge that community beaches are set aside in nearly every well considered water front development. The rights of the purchasers of lots, in such areas are recognized and protected by the courts. (Williams Realty Company vs. Robey, 175 Maryland 532). These areas are used by all the lot owners for access to the water, and, in addition thereto, for sunbathing, lolling around, entertaining friends, picnicing, and things of that nature. The developers of this subdivision knew all that. They designated the area they intended for that purpose "Community Beach". If they had intended the right-of-way in question to be a community beach they would, I think, have said so by the simple process of designating it a "community beach", instead of a "right-of-way". That, it seems to me, is a sufficient reason for my conclusion. But, I think there are others.

This strip is only fifteen feet wide measured from "mean high water". When the water is higher than usual, it is less. The lot owners in the entire subdivision, front lot owners as well as back lot owners, have the

right to use it. I do not know how many lots there are in the entire subdivision, but, as heretofore stated, there are forty-four in section "C". Unless this subdivision is different from others I have seen, the beach is much better at some places than at others. Let us suppose that a man buys a front lot with a particularly attractive beach and pays more for it than his neighbors, whose beach fronts are not quite so attractive, pay. If the plaintiffs are right, than all this man's front lot neighbors with less attractive beaches (pay-less neighbors), as well as all his back lot neighbors, (also pay-less neighbors) can descend on the beach along the front of his (pay more) property, and make it their headquarters for their sunbathing parties. There are, of course, neighbors you like, and neighbors you don't like, and neighbors you are just indifferent about, neighbors you invite, and neighbors you don't invite - but after all, neighbors are neighbors, and, when they flock in on you, uninvited and as a matter of right, rather than as a matter of grace, and crowd themselves into the fifteen foot (or less) strip along the front of your (pay more) waterfront lot, the situation becomes a little difficult and requires skillful diplomatic handling, if the "cold war" thus engendered, is not to develop into a "shooting war". To put this idea another way, the more attractive the beach along the front of your lot is, the more uninvited neighbors you are likely to have, and the more such neighbors you have, the more your peace of mind and contentment is destroyed, and the less valuable your lot becomes; so that the unattractive front lots, as well as the back lots, become as valuable as the attractive front lots, if not more so. I hold that this right-of-way was never intended to seriously impair the value of the front lots over which it passes.

People who develop waterfront properties know that the greater part of the money derived therefrom is from the sale of front lots. They are not likely to "kill the goose which lays the golden egg". People who buy lots in waterfront developments expect to pay more for waterfront lots than they do for back lots, and they expect to pay more for lots with good beaches than for lots with less attractive beaches. The construction I place on this legend and this plat is consistent with this idea. To hold that the strip can be used for general bathing beach purposes, would run counter thereto.

After all is said and done, the plaintiffs have the right to use the strip "in common with the owners and occupants of all lots in the subdivision",************"for the purpose of access to, from and along the water"; and nothing more. "The use of a right-of-way existing by express grant must be confined to the terms and purposes of the grant". (28 Corpus Juris Secundum p. 766). That the owner of an easement cannot so use it as to increase the burden thereof on the servient tenement is a principle as old as the hills. One of the definitions of the word "access" given in Funk & Wagnalls' Standard Dictionary is: "A way of approach or entrance; passage; path; as a ready access to a waterway". (Emphasis mine) Ordinarly a right-of-way granted for a particular purpose may not be used for any other. (Tiffany, Real Estate, 2d Edition, § 367; 28 Corpus Juris Secundum 766-768). Here, the right-of-way is granted for "access to, from and along the water", not for sunbathing; and I can see no reason justifying the extension contended for. If we did, where would we stop? If we permitted sunbathing, why should we not permit picnicing and beach parties? If we permitted beach parties, the next

step would be oyster roasts, crab feasts, and clam bakes.

The plaintiffs rely strongly on the decision of the Supreme Judicial Court of Massachusetts in Anderson vs. DeVries, 93 Northeastern 2d 251). That case is, however, entirely different from what we have here. There, the right-of-way was over some back land "to the beach", and all the court held was that, as there was no point in going to a beach without bathing therefrom, the easement carried with it the right to do so. Here, the plaintiffs are not granted a right-of-way to the beach, but over the beach for access to, from and along the water. The legend does not say that they have the right to stop and sunbath as an incident thereto, and I do not think that right can be read into it. That an easement owner cannot extend his easement, and thereby increase the burden thereof on the servient tenement, is well illustrated by the decision of the last named court in Congregation Beth Israel vs. Heller, 121 Northeastern 400. There, the court held that an owner of land abutting on a private way, who had only an easement of way thereover, had no right to excavate and construct therein a bulkhead for use as an entrance to the basement of his building abutting on said way.

To draw the precise line between what the plaintiffs may do, and what they may not do, is not free from difficulty. Generally they may exercise any right which is necessary to the exercise of the right of access to, from and along the water. This would unquestionably include the right to walk along or over the strip. It would also include the right to bathe therefrom. It would also include, as an incident thereto, the right to stand and sit on the strip for reasonable lengths of time. Those are rights reasonably incident to the right of access to, from and along

the water. On the other hand, they would not, I think, have the right to stand on this beach, or sit thereon, for such unreasonably lengths of time, that such standing or sitting would interfere with the reasonable use of the beach by others. I have already said that the plaintiffs do not have the right to sunbathe or engage in similar activities thereon. That, I think, would be extending a reasonable use unreasonably.

The plaintiffs strongly urge me to impose the costs of this case on Cape St. John, Incorporated. However, that defendant's position is so close to, if not entirely the same as, my idea that I do not feel that I should do so. The plaintiffs are partly responsible for the necessity for this case. They demanded too much. They should pay half the costs. The defendants, Markward and Johnson, are partly responsible. By denying the plaintiffs the right to even bathe from the strip, they denied too much. I will impose the other half on them.

24 April 1951

James Clark
Judge.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
SALE OF THE MORTGAGED	:	FOR
REAL ESTATE OF ANNAPOLIS	:	ANNE ARUNDEL COUNTY
AIRPORT, INCORPORATED	:	NO. 10,288 EQUITY

Mr. Clerk:

Please docket this suit for foreclosure, file the original mortgage and statement of mortgage claim.

James C. Morton, Jr.
James C. Morton, Jr.,
Assignee

Filed 3 Aug., 1951.

For stamps, see mortgage from same parties recorded on or about May 23, 1946

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this 23rd day of May, A. D. 19 46, by and between ANNAPOLIS AIRPORT, INCORPORATED, a body corporate, duly incorporated under the laws of the State of Maryland of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor is indebted to the said Mortgagee in the full and just sum of One Hundred Fifteen Thousand ($115,000.00) Dollars, as evidence of which the said Mortgagor has, this date, passed to the said Mortgagee its Promissory note, of even date herewith for said sum, payable ten (10) years after date with interest from date at the rate of three (3) per centum per annum on the unpaid principal until paid, interest being payable semi-annually, the first of said payments being due and payable six (6) months from the date hereof; principal being payable in the following manner, Five Thousand Seven Hundred and Fifty ($5,750.00) Dollars, six months from the date hereof, and the balance in quarterly installments of Two Thousand Eight Hundred and Seventy Five ($2,875.00) Dollars.

It is hereby agreed and understood, however, if this mortgage (or mortgage note) or any part thereof should be sold to the Reconstruction Finance Corporation then the interest on the principal amount purchased by the Reconstruction Finance Corporation shall immediately thereafter accrue at the rate of 4% per annum.

It is further agreed that the Mortgagor reserves the right to make larger payments on account of the principal sum on any interest payment date, and interest on any amount so paid shall abate; 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 THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assignees, in fee simple, all those two tracts of land aggregating One Hundred Seventy-five (175) acres of land, more or less, situate lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

FIRST: All that piece or parcel of land being bounded on the North and West by the State Road running from Annapolis to Bay Ridge and known as the Bay Ridge Road; on the South by the County Road running Easterly from the said Bay Ridge Road to the Metropolitan Sewerage Disposal Plant; on the East and North by the lands of Brashears and the waters of Back Creek and the Westerly boundary line of the property conveyed to the Society for the Prevention of Cruelty to Animals of Anne Arundel County; said parcel being composed of the parcels designated as First, Third, Fifth, Sixth, Seventh, and Eighth in a Deed from Albert H. MacCarthy and Elizabeth MacCarthy, his wife, to the Security Land Company, dated the 18th day of April, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 123, folio 394; Saving and Excepting, Therefrom, all that parcel lying and being on the South Side of the County Road running from the Bay Ridge Road to the Metropolitan Sewerage Disposal Plant.

SECOND: All that parcel of land detached from and lying to the Northeast of the abovementioned first parcel and bounded on the Southwest by the lands of Brashears; on the Southeast by the County Road running from the Bay Ridge Road to the Metropolitan Sewerage Disposal Plant; on the Northeast by the lands of Gross; and on the Northwest by the waters of Back Creek. Being the second parcel in the aforementioned Deed from Albert H. MacCarthy and wife to the Security Land Company.
BEING the same property that was conveyed to Annapolis Airport, Inc., from the Security Land Company, by deed dated March 4th, 1946, and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto.

after by conveyed to said Mortgagor by means of a confirmatory deed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining., and especially all of the land intended to be conveyed to said Mortgagee and which may here-

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

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

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

1. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least 115,000 Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

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

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

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

In Witness Whereof, Annapolis Airport, Incorporated has caused these presents

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

to be executed in its name, by its president and its corporate seal duly attested by its secretary, to be hereunto affixed the day and year first above written.

Witness:

	ANNAPOLIS AIRPORT, INCORPORATED [SEAL]
Test: Gloria N. Bates, Secretary	BY Thomas Langan, President [SEAL]
	[SEAL]
	[SEAL]

STATE OF MARYLAND, Anne Arundel County to wit:

I HEREBY CERTIFY, That on this 17th day of June, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared, Thomas Langan, President of the said body corporate, Mortgagor and he acknowledged the foregoing mortgage to be the act of the said body corporate, and he further made oath that he is the agent of said body corporate and duly authorized to make this acknowledgment. ~~the above named Mortgagors and~~ ~~acknowledged the~~ ~~foregoing mortgage to be~~ ~~act.~~

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

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

Mary M. Hoff
Mary M. Hoff Notary Public.

MORTGAGE

ANNAPOLIS AIRPORT, INCORPORATED

...TO...

The Annapolis Banking & Trust Company

June 17 46 3-35 P.
365 118

WM. W. TOWNSHEND, JR.
ATTORNEY AT LAW
ANNAPOLIS, MD.

Received for Record 10 Day of July 1949 at 9-20 o'clock A.M. and the same day recorded in Liber J.H.H. No. 365 Fol. 12 Land Records of Anne Arundel County.
Clerk

Sanson

WITNESS:
Anthony Halmagyi

RECONSTRUCTION FINANCE CORPORATION
By Wm. B. Cloe, Agency Manager

Richmond, Virginia
July 16, 1951

The within Mortgage is hereby assigned to James C. Morton, Jr., for the purpose of foreclosure proceedings.

H. D. LeTourneau
Secretary

Andrew A. Kramer
President

The Annapolis Banking & Trust Company

For value received, the Annapolis Banking & Trust Company, hereby assigns the foregoing mortgage and the debt thereby secured to the Reconstruction Finance Corporation, without recourse, this 21st. day of January 1949.

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL	:	FOR
ESTATE OF ANNAPOLIS AIRPORT,	:	ANNE ARUNDEL COUNTY
INCORPORATED	:	NO. 10,288 EQUITY

Filed 3 Aug. 1951

STATEMENT OF MORTGAGE CLAIM

To balance due on principal of mortgage		$ 94,875.00
To interest from February 26, 1948 through August 20, 1951		13,253.13
To advances for Care and Preservation of Collateral State and County taxes for the years		
1947	$ 758.03	
1948	588.07	
1949-50	1,362.25	
1951	495.13	
City taxes for the period 1-1-51 to 6-30-51	154.35	3,357.83
To accrued interest on CPC item from September 7, 1948, through August 20, 1951		241.65
To surveyor's fee		900.00
To title attorneys' fee		600.00
To travel expenses, R.F.C. personnel		75.98
Total		$113,303.59

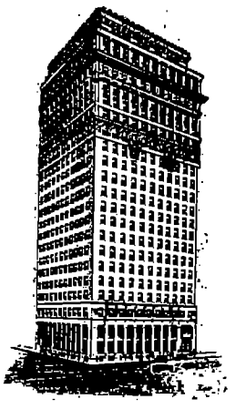
STATE OF VIRGINIA:
CITY OF RICHMOND :

I HEREBY CERTIFY, That on this 30th day of July 1951, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared Wm. B. CLOE, Agency Manager, Reconstruction Finance Corporation, and made oath in due form of law that the above Statement of Mortgage Claim is correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

My Commission Expires: 3-11-55

Mrs. G. B. Atkinson
Notary Public



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

No. 10,288 Equity

KNOW ALL MEN BY THESE PRESENTS, That we, JAMES C. MORTON, Jr. ASSIGNEE of Anne Arundel County, Maryland, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE HUNDRED FIFTEEN THOUSAND Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 15th day of August, nineteen hundred and fifty-one.

Filed 17 Aug. 1951

WHEREAS, by virtue of a power of sale contained in a mortgage from ANNAPOLIS AIRPORT, INC. to ANNAPOLIS BANKING AND TRUST COMPANY, subsequently short assigned to RECONSTRUCTION FINANCE CORPORATION and thereafter assigned to JAMES C. MORTON, Jr., Assignee for the purpose of foreclosure, bearing date on or about the 23rd day of May nineteen hundred and forty-six, the said JAMES C. MORTON, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said JAMES C. MORTON, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Witness:

Dorothy L. Stockett
Dorothy L. Stockett

Charlotte M. Dudrow

_____ (SEAL)

James C. Morton Jr. Assig. (SEAL)
James C. Morton, Jr.

AMERICAN SURETY COMPANY OF NEW YORK
By:

Thomas G. Basil
Attorney-in-Fact

Approved this 17 day of August, 1951
John H. Hopkins
Clerk

4

LIBER 75 PAGE 94

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 4, 1951

We hereby certify, that the annexed

Assignees Sale
Annapolis Airport, Inc.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of August, 1951. The first insertion being made the 19th day of July, 1951.

Filed 4 Sept. 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

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

ROUSE AND MORTON
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

Real Estate

Under and by virtue of a power of sale contained in a mortgage from Annapolis Airport, Inc., to Annapolis Banking and Trust Company, dated May 23, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 365, folio 118, (default having occurred thereunder), which mortgage was subsequently short assigned to Reconstruction Finance Corporation and thereafter assigned to James C. Morton, Jr., Assignee for the purpose of foreclosure; the undersigned, Assignee, will sell at public auction at the Court House door in the City of Annapolis on

TUESDAY, AUGUST 21, 1951

AT 10:00 O'CLOCK A. M.

the following described parcel of land lying and being in the City of Annapolis, (formerly lying in the Second Election District of Anne Arundel County) State of Maryland:

Beginning for the same at an iron pipe set on the northwest side of Edgewood Road, said pipe being located North 52 degrees 34 minutes 18 seconds West, 30 feet from Annapolis City Monument No. 11278, which point is also in the front line of Lot 6, Block A of the Subdivision of Edgewood Manor recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 9; and running from thence and with the northwest side of Edgewood Road, South 37 degrees 25 minutes 42 seconds West, 197.12 feet to a pipe at a point of curve; thence with the arc of the curve whose radius is 85 feet for a distance of 151.5 feet in a southwesterly and westerly direction to a point of tangency on the northeast side of Bay Ridge County Road (30 feet wide); thence with said road, North 40 degrees 27 minutes 08 seconds West, 49.75 feet; North 44 degrees 52 minutes 08 seconds West, 91.16 feet; North 49 degrees 12 minutes 08 seconds West, 91.16 feet; North 53 degrees 32 minutes 08 seconds West, 75.86 feet; North 56 degrees 29 minutes 18 seconds West, 1089.53 feet; North 52 degrees 58 minutes 58 seconds West, 91.16 feet; North 45 degrees 58 minutes 58 seconds West, 91.16 feet and North 43 degrees 04 minutes 06 seconds West, 49.72 feet to a pipe set at the southernmost corner of Annapolis Airport Subdivision; thence with the southwest and northwest line of said subdivision, which whole conveyance is recorded among the Land Records of Anne Arundel County in Liber J. H. H. 450, folio 206, North 40 degrees 47 minutes 40 seconds East, 693.77 feet to a pipe and North 49 degrees 12 minutes 20 seconds West, 1204 feet to a pipe on the east side of Bay Ridge Avenue (State Road 40 feet wide); thence with the same, North 18 degrees 54 minutes East, 463.28 feet; North 18 degrees 54 minutes 44 seconds East, 211.79 feet to a pipe set at the southwest corner of W. H. Labrot's property; thence with the south and east lines of said property, which conveyance is recorded among said Land Records in Liber J. H. H. 400, folio 355, South 70 degrees 11 minutes 08 seconds East, 190.96 feet and North 21 degrees 04 minutes 12 seconds East, 240.98 feet to a pipe set in the south line of the conveyance to the Society for the Prevention of Cruelty to Animals, said conveyance recorded among said Land Records in Liber J. H. H. 202, folio 224; thence with the south lines of said conveyance, South 70 degrees 54 minutes 10 seconds East, 611.5 feet to a pipe; North 73 degrees 45 minutes 11 seconds East. 257.6 feet to an old stone at a notched hickory tree; thence leaving the S. P. C. A. property and running with the shore of Back Creek, the following nine courses and distances:- North 60 degrees 45 minutes 10 seconds East, 16.50 feet; South 75 degrees 28 minutes East, 103.1 feet; North 82 degrees 44 minutes 30 seconds East, 181.25 feet; North 51 degrees 20 minutes 50 seconds East, 144.25 feet; North 79 degrees 58 minutes East. 109.63 feet; South 36 degrees 23 minutes 40 seconds East, 37.62 feet; North 38 degrees 32 minutes 40 seconds East, 142.47 feet; North 25 degrees 43 minutes 30 seconds East, 86.86 feet; and South 68 degrees 40 minutes 40 seconds East, 72.19 feet to a pipe set at the corner of the property conveyed by William Brashears to Mary B. Kimble et al., recorded in Liber G. W. 115, folio 274; thence with said conveyance, South 0 degrees 46 minutes 23 seconds East, 68.93 feet to a pipe and South 77 degrees 51 minutes 42 seconds East, 1209.72 feet to a pipe on the west side of Edgewood Road; thence with the same, South 08 degrees 18 minutes 08 seconds East, 499.82 feet to a point of curve; thence with the arc of the curve whose radius is 410 feet in a southeasterly direction, 178.02 feet to a point of tangency; thence with said tangent, South 16 degrees 34 minutes 32 seconds West, 72.06 feet to a point of curve; thence with the arc of a curve whose radius is 3177.6 feet in a southwesterly direction for a distance of 1156.49 feet to a point of tangency; thence with the northwest side of Edgewood Road, South 37 degrees 25 minutes 42 seconds West, 1190.52 feet to the place of beginning. Containing 151.26 acres, including a cemetery lot lying adjacent to the Kimble property and on the waters edge of Back Creek;

Filed 4 Sept, 1951

Being all of the property conveyed from The Security Land Company to The Annapolis Airport, Inc., by deed dated March 4, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 361, folio 195, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1951.

The above described parcel of Land will be sold, however, subject to such rights, titles or interest as may exist, if any, in third persons in and to an alleged cemetery lot located along the northern boundary of said parcel of land, said alleged cemetery lot being more particularly described as follows:

Beginning for the same at an iron pipe set at the southwesternmost corner of the conveyance from William Brashears to Mary B. Kimball et al., a deed of which is recorded among the Land Records of Anne Arundel County in Liber G. W. 15, folio 274; and running from thence and through said property to include the area as pointed out by the Brashears brothers as the Graveyard Lot, South 02 degrees 18 minutes 20 seconds West, 86.92 feet to a point; South 75 degrees 55 minutes 20 seconds West, 75 feet; North 84 degrees 53 minutes 30 seconds West, 118.88 feet to the waters edge of Back Creek; thence with the same, North 38 degrees 32 minutes 40 seconds East, 142.47 feet; North 25 degrees 43 minutes 30 seconds East, 86.86 feet and South 68 degrees 40 minutes 40 seconds East, 72.19 feet to a pipe; thence leaving the shores of Back Creek, and with the Brashears property, South 0 degrees 46 minutes 23 seconds East, 68.93 feet to the place of beginning. Containing 0.53 acres.

Being part of the conveyance from The Security Land Company to Annapolis Airport, Inc., by deed dated March 4, 1946, and recorded among said Land Records in Liber J. H. H. 361, folio 195.

In addition said firstly described parcel of land will be sold subject to such rights, if any, as may exist in third persons to use an alleged right-of-way approximately 15 feet wide for purposes of ingress and egress to and from the aforementioned alleged cemetery lot, said right-of-way running in a southeasterly direction from said alleged cemetery lot to Edgewood Road and being more particularly described as follows:

Beginning for the same at the same beginning point described in the description of the alleged cemetery lot, and running with the south line of the Brashears property, South 77 degrees 51 minutes 42 seconds East, 1209.72 feet to a pipe set on the west side of Edgewood Road; thence with the same, South 08 degrees 18 minutes 08 seconds East, 16.01 feet; thence with the south side of said right of way, North 77 degrees 51 minutes 42 seconds West, 1212.71 feet to the east side of the cemetery lot; thence with the same, North 02 degrees 18 minutes 20 seconds West, 15.22 feet to the place of beginning.

Being a strip approximately 15 feet wide lying south of the Brashears property from Edgewood Road to the Cemetery lot and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in June, 1951.

The property above described was formerly used as an airport and is improved by a building formerly used as an administration building and a building formerly used as a hangar, both of which are in poor condition.

The property is situated in the City of Annapolis and fronts in part on Bay Ridge Avenue, Bay Ridge Road and Edgewater Road.

TERMS OF SALE: A cash deposit of $10,000 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six percent (6%) per annum from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

ROUSE AND MORTON

12 Church Circle, Annapolis, Maryland

Filed 4 Sept., 1951

CERTIFICATE OF PURCHASER

This is to certify that on behalf of the Reconstruction Finance Corporation, I purchased the property described on the reverse side hereof at a public auction on August 21, 1951 at and for the sum of Forty Thousand Dollars ($40,000.00).

Anthony Halmagyi

Anthony Halmagyi

STATE OF VIRGINIA, ~~COUNTY~~ CITY OF RICHMOND

I HEREBY CERTIFY, That on this 30th day of ~~September~~ August, in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Virginia, in and for the aforesaid County, personally appeared ANTHONY HALMAGYI, and made oath in due form of law that the matters and facts set forth in the foregoing certificate are true to the best of his knowledge and belief.

Mrs. G. B. Atkinson

Notary Public

My commission expires 3/4/55

Filed 4 Sept., 1951

I hereby certify that at a public auction on Tuesday, August 21, 1951 at 10:00 A.M. at the Court House door in Annapolis, Maryland, I sold to the Reconstruction Finance Corporation, Southern States Building, Richmond, Virginia for the sum of Forty Thousand Dollars ($40,000.00), that being the highest bid obtainable, certain real estate containing approximately 151.26 acres lying in the City of Annapolis and more specifically described in a deed from the Security Land Company to the Annapolis Airport, Inc., dated March 4, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. 361, folio 195.

G. W. Sikes

Auctioneer

IN THE MATTER OF THE SALE	:	IN THE
OF THE	:	CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
ANNAPOLIS AIRPORT, INCORPORATE	:	ANNE ARUNDEL COUNTY
	:	No. 10,288 Equity

. . .

REPORT OF SALE

The Report of James C. Morton, Jr., Assignee, respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on the 21st day of August, 1951, at 10:00 a. m., and then and there proceeded to sell said real estate mentioned in these proceedings as follows:

All that parcel of land lying and being in the City of Annapolis, (formerly lying in the Second Election District of Anne Arundel County) State of Maryland and described as follows:

Beginning for the same at an iron pipe set on the northwest side of Edgewood Road, said pipe being located North 52 degrees 34 minutes 18 seconds West, 30 feet from Annapolis City Monument No. 11278, which point is also in the front line of Lot 6, Block A of the Subdivision of Edgewood Manor recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-3, Plat 9; and running from thence and with the northwest side of Edgewood Road, South 37 degrees 25 minutes 42 seconds West, 197.12 feet to a pipe at a point of curve; thence with the arc of the curve whose radius is 85 feet for a distance of 151.5 feet in a southwesterly and westerly direction to a point of tangency on the northeast side of Bay Ridge County Road (30 feet wide); thence with said road, North 40 degrees 27 minutes 08 seconds West, 49.75 feet; North 44 degrees 52 minutes 08 seconds West 91.16 feet; North 49 degrees 12 minutes 08 seconds West, 91.16 feet; North 53 degrees 32 minutes 08 seconds West, 75.86 feet; North 56 degrees 29 minutes 18 seconds West, 1089.53 feet; North 52 degrees 58 minutes 58 seconds West, 91.16 feet; North 45 degrees 58 minutes 58 seconds West, 91.16 feet and North 43 degrees 04 minutes 06 seconds West, 49.72 feet to a pipe set at the southernmost corner of Annapolis Airport Subdivision; thence with the southwest and northwest line of said subdivision, which whole conveyance is re-

Filed 4 Sept, 1951.

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corded among the Land Records of Anne Arundel County in Liber J. H. H. 450, folio 206, North 40 degrees 47 minutes 40 seconds East, 693.77 feet to a pipe and North 49 degrees 12 minutes 20 seconds West, 1204 feet to a pipe on the east side of Bay Ridge Avenue (State Road 40 feet wide); thence with the same, North 18 degrees 54 minutes East, 463.28 feet; North 18 degrees 54 minutes 44 seconds East, 211.79 feet to a pipe set at the southwest corner of W. H. Labrot's property; thence with the south and east lines of said property, which conveyance is recorded among said Land Records in Liber J. H. H. 400, folio 355, South 70 degrees 11 minutes 08 seconds East, 190.96 feet and North 21 degrees 04 minutes 12 seconds East, 240.98 feet to a pipe set in the south line of the conveyance to the Society for the Prevention of Cruelty to Animals, said conveyance recorded among said Land Records in Liber J. H. H. 202, folio 224; thence with the south lines of said conveyance, South 70 degrees 54 minutes 10 seconds East, 611.5 feet to a pipe; North 73 degrees 45 minutes 11 seconds East, 257.6 feet to an old stone at a notched hickory tree; thence leaving the S. P. C. A. property and running with the shore of Back Creek, the following nine courses and distances: - North 60 degrees 45 minutes 10 seconds East, 16.50 feet; South 75 degrees 28 minutes East, 103.1 feet; North 82 degrees 44 minutes 30 seconds East, 181.25 feet; North 51 degrees 20 minutes 50 seconds East, 144.25 feet; North 79 degrees 58 minutes East, 109.63 feet; South 36 degrees 23 minutes 40 seconds East, 37.62 feet; North 38 degrees 32 minutes 40 seconds East, 142.47 feet; North 25 degrees 43 minutes 30 seconds East, 86.86 feet; and South 68 degrees 40 minutes 40 seconds East, 72.19 feet to a pipe set at the corner of the property conveyed by William Brashears to Mary B. Kimble et al., recorded in Liber G. W. 115, folio 274; thence with said conveyance, South 0 degrees 46 minutes 23 seconds East, 68.93 feet to a pipe and South 77 degrees 51 minutes 42 seconds East, 1209.72 feet to a pipe on the west side of Edgewood Road; thence with the same, South 08 degrees 18 minutes 08 seconds East, 499.82 feet to a point of curve; thence with the arc of the curve whose radius is 410 feet in a southeasterly direction, 178.02 feet to a point of tangency; thence with said tangent, South 16 degrees 34 minutes 32 seconds West, 72.06 feet to a point of curve; thence with the arc of a curve whose radius is 3177.6 feet in a southwesterly direction for a distance of 1156.49 feet to a point of tangency; thence with the northwest side of Edgewood Road, South 37 degrees 25 minutes 42 seconds West, 1190.52 feet to the place of beginning. Containing 151.26 acres, including a cemetery lot lying adjacent to the Kimble property and on the waters edge of Back Creek;

Being all of the property conveyed from The Security Land Company to The Annapolis Airport, Inc., by deed dated March 4, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 361, folio 195, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1951.

The above described parcel of Land will be sold, however, subject to such rights, titles or interest as may exist, if any, in third persons in and to an alleged cemetery lot located along the northern boundary of said parcel of land, said alleged cemetery lot being more particularly described as follows:

Beginning for the same at an iron pipe set at the southwesternmost corner of the conveyance from William Brashears to Mary B. Kimball et al., a deed of which is recorded among the Land Records of Anne Arundel County in Liber G. W. 15, folio 274; and running from thence and through said property to include the area as pointed out by the Brashears brothers as the Graveyard Lot,

South 02 degrees 18 minutes 20 seconds West, 86.92 feet to a point; South 75 degrees 55 minutes 20 seconds West, 75 feet; North 84 degrees 53 minutes 30 seconds West, 118.88 feet to the waters edge of Back Creek; thence with the same, North 38 degrees 32 minutes 40 seconds East, 142.47 feet; North 25 degrees 43 minutes 30 seconds East, 86.86 feet and South 68 degrees 40 minutes 40 seconds East, 72.19 feet to a pipe; thence leaving the shores of Back Creek, and with the Brashears property, South 0 degrees 46 minutes 23 seconds East, 68.93 feet to the place of beginning. Containing 0.53 acres.

Being part of the conveyance from The Security Land Company to Annapolis Airport, Inc., by deed dated March 4, 1946, and recorded among said Land Records in Liber J. H. H. 361, folio 195.

In addition said firstly described parcel of land will be sold subject to such rights, if any, as may exist in third persons to use an alleged right-of-way approximately 15 feet wide for purposes of ingress and egress to and from the aforementioned alleged cemetery lot, said right-of-way running in a southeasterly direction from said alleged cemetery lot to Edgewood Road and being more particularly described as follows:

Beginning for the same at the same beginning point described in the description of the alleged cemetery lot, and running with the south line of the Brashears property, South 77 degrees 51 minutes 42 seconds East, 1209.72 feet to a pipe set on the west side of Edgewood Road; thence with the same, South 08 degrees 18 minutes 08 seconds East, 16.01 feet; thence with the south side of said right of way, North 77 degrees 51 minutes 42 seconds West, 1212.71 feet to the east side of the cemetery lot; thence with the same, North 02 degrees 18 minutes 20 seconds West, 15.22 feet to the place of beginning.

Being a strip approximately 15 feet wide lying south of the Brashears property from Edgewood Road to the Cemetery lot and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in June, 1951.

He offered said premises for sale and sold same to Reconstruction Finance Corporation, at and for the sum of Forty Thousand Dollars ($40,000.00), it being then and there the highest bid for said property.

AND as in duty bound, etc.

James C. Morton, Jr.

James C. Morton, Jr.
Assignee

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

I HEREBY CERTIFY, That on this 28th day of August, in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JAMES C. MORTON, JR., Assignee, and made oath in due form of law that the matters and facts set forth in the within REPORT OF SALE, are true to the best of his knowledge and belief and that the sale was fairly made.

Dorothy L. Stockett
Notary Public

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1951

We hereby certify, that the annexed Order Nisi Equity No. 10,288 Sale Annapolis Airport

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of October, 1951. The first insertion being made the 13th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Falls, 16

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,288 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ANNAPOLIS AIRPORT, INCORPORATED.

Ordered, this 4th day of September, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by James C. Morton, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of October next.

The report states that the amount of sales to be $40,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-4

Filed 17 Oct, 1951

No. MG.....

ORDER NISI

IN THE MATTER OF THE SALE
OF THE
~~XXXXXX~~
MORTGAGED REAL ESTATE OF
ANNAPOLIS AIRPORT, INCORPORATED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,288 Equity

Filed 4 Sept., 1951.

Ordered, this 4 day of September, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by James C. Morton, Jr., Assignee, ~~XXXXXXXX Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of October next.

The report states that the amount of sales to be $ 40,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE SALE
OF THE
~~XXXXXX~~
MORTGAGED REAL ESTATE OF
ANNAPOLIS AIRPORT, INCORPORATED

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

Filed 17 Oct., 1951.

ORDERED BY THE COURT, This 17th day of October, 19 51, 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.

Benjamin Michaelson
Judge.

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF ANNAPOLIS AIRPORT, INCOR-	:	ANNE ARUNDEL COUNTY
PORATED	:	NO. 10,288 EQUITY

PETITION FOR WITHDRAWAL
OF ORIGINAL MORTGAGE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

1. Your Petitioner has heretofore filed in the above entitled proceeding the original mortgage from Annapolis Airport, Incorporated, to The Annapolis Banking and Trust Company which mortgage was subsequently assigned to the Reconstruction Finance Corporation and thereafter assigned to your Petitioner for purpose of foreclosure.

2. Your Petitioner has been requested by the Reconstruction Finance Corporation to substitute for the original mortgage filed herein a photostatic copy of same in order that the said Reconstruction Finance Corporation may retain possession of the original mortgage.

WHEREFORE, your Petitioner prays a order of this Honorable Court directing the Clerk of said Court to return to your Petitioner the original mortgage filed in this proceeding upon being furnished with a photostatic copy of said original mortgage.

AND, as in duty bound, etc.

James C. Morton, Jr.

James C. Morton, Jr.
Petitioner

Filed 4 Oct., 1951

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IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ANNAPOLIS AIRPORT, INCORPORATED	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,288 EQUITY

ORDER

Upon the foregoing Petition it is this 5th day of ~~July~~ October, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the Clerk of Court, be, and he is hereby directed to return to James C. Morton, Jr., Assignee the original mortgage from The Annapolis Airport, Incorporated, to The Annapolis Banking and Trust Company filed in this proceeding upon being furnished with a photostatic copy of said mortgage which photostatic copy shall be filed in this proceeding in lieu of the aforesaid original mortgage.

Filed 5 Oct., 1951.

Benjamin Michaelson
Judge.

Original Mortgage received this 9th day of October, 1951.
James C. Morton Jr.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~Vs~~

Annapolis Airport,
Incorporated

In the
Circuit Court
For
Anne Arundel County

No. 10,288 Equity

To the Honorable, the Judges of said Court:

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

Filed 3 Dec., 1951

November 27, 1951

All of which is respectfully submitted.

Laura V. Fickling
Auditor.

13
14
16

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Annapolis Airport, Incorporated. in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	1,080	00	1,180	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	50		
Auditor - stating this account and two extra copies	22	50	52	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	143	72		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Courtland D. Ferguson, Inc. - advertising in the (Baltimore) Sun and (Washington) Evening Star	226	80		
American Surety Co. of N.Y.- bond premium	460	00		
George W. Scible - auctioneer's fee	50	00		
W. F. Hobart - photostatic copies	4	60		
Dorothy L. Stockett - notary fee		50	900	37
Clerk of Court - recording assignment		75		
To Assignee for Taxes, viz:				
1951 City of Annapolis taxes ($278.99) adjusted from 7/1/51 to 8/21/51	39	74	39	74
To Reconstruction Finance Corporation, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	38,006	95	38,006	95
			40,179	06
Amount of mortgage claim filed, viz:				
Balance due on principal	94,875	00		
Interest from 2/26/48 to 8/20/51	13,253	13		
State and County taxes for years 1947, 1948, 1949, 1950 and 1951 advanced	3,203	48		
City of Annapolis taxes from 1/1/51 to 6/30/51 advanced	154	35		
Accrued interest on taxes advanced	241	65		
Surveyor's fee	900	00		
Title Attorney's fee	600	00		
Travel expenses R.F.C. personnel	75	98		
Total mortgage claim	113,303	59		
Cr. Amount allowed as above	38,006	95		
Balance subject to decree in personam	75,296	64		

with James C. Morton, Assignee Cr.

1951						
Aug.	21	Proceeds of Sale	40,000	00	40,000	00
		Refund 1951 State and County taxes ($495.13) - 132 days	179	06	179	06
					40,179	06

ORDER NISI LIBER 75 PAGE 110

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

Annapolis Airport, Incorporated

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,288 Equity.

ORDERED, This 3 day of December, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

John H. Hopkins, 3rd, Clerk

Filed 13 June, 1952. Filed 3 Dec, 1951.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of June, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1952

We hereby certify, that the annexed Order Nisi Equity 10,288 Annapolis Airport

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of January, 1952. The first insertion being made the 6th day of December, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carson

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ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,288 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of ANNAPOLIS AIRPORT, Incorporated.

Ordered, this 3rd day of December, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d 20

Filed 12 June, 1952

No. MG.....

LULA HARDY, widow 5706 Moore Street Baltimore 25 Anne Arundel County, Maryland Plaintiff vs. EMMA F. CANNADAY 2608 Mayfair Avenue Seattle, Washington AND all persons having or claiming to have any interest in property known as Lots Nos. 16-17-18, Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County, Maryland Defendants	:	NO. 10,271 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

-o-O-o-

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, by Leo C. Geraghty and James J. Lee, her solicitors, respectfully represents unto your Honors:

FIRST: That on the 4th day of February, 1950, a certificate of tax sale, attached hereto and marked "Plaintiff's Exhibit No. 1", was issued by Joseph H. Griscomb, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, unto The County Commissioners of Anne Arundel County, which certificate of tax sale was on the 14th day of February, 1950, assigned by said County Commissioners of Anne Arundel County unto Edward James Dowgiallo and Julia Marie Dowgiallo, his wife, and on the 21st day of February, 1950, said certificate of tax sale was assigned by said James Edward Dowgiallo and Julia Maria Dowgiallo, his wife, unto your Plaintiff, Lula Hardy, said short assignments being made on the back of said certificate of tax sale, as will appear by reference thereto, and are made a part of Plaintiff's Exhibit No. 1.

SECOND: That the property described in the said certificate of tax sale is as follows:

Certificate No. 1227: Lots 16-17-18 Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County, which plat is recorded among the Land Records of Anne Arundel County

Filed 11 July, 1951

in Plat Book G. W. No. 1, Section 3, Folio 215 (now being in Cabinet 2, Rod D6, Plat No. 215) and being the same property which was conveyed by The Fairfax Realty Corporation to Mrs. Emma F. Cannaday by deed dated October 18, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33, Folio 136, and also was conveyed by The Roland Terrace Corporation unto Mrs. Emma F. Cannaday by deed dated February 7, 1922 and recorded among said Land Records in Liber W.N.W. No. 54, Folio 271 and was assessed on the date of the collector's sale to Emma F. Cannaday, whose last known address was 2608 Mayfair Avenue, Seattle, Washington. The said lots 16-17-18, Block 13, were included with other properties in Roland Terrace assessed to the said Emma F. Cannaday, the total amount due on the whole assessment on the date of sale being $78.78.

That said lots as above described are the identical lots of ground described in the aforesaid collector's certificate.

THIRD: That according to the equity, law 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 name of the said Emma F. Cannaday, Defendant herein.

FOURTH: That said property has not been redeemed by said Emma F. Cannaday or any party in interest, although more than one year and one day from the date of sale has expired.

FIFTH: That your Plaintiff prays for process directed to the above-named Defendant, Emma F. Cannaday, whose last known address is set out with her name after the description of the property. A copy of this bill of complaint has been mailed to said Defendant at her said address.

SIXTH: That your Plaintiff prays for an order of publication directed to all parties in interest in the property.

SEVENTH: That to redeem said property, it is necessary for the Defendant to pay the sum as set out after the description, with interest

from February 4, 1950; all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by your Plaintiff under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: That your Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the property described herein.

AND AS IN DUTY BOUND, ETC.

Lula Hardy
Lula Hardy, Plaintiff

James J. Lee
James J. Lee
Harbour
Annapolis, Maryland

Leo C. Geraghty
Leo C. Geraghty
1402 Fidelity Building
Baltimore 1, Maryland
Solicitors for Plaintiff

STATE OF MARYLAND, City of Baltimore ~~COUNTY~~, TO WIT:

I HEREBY CERTIFY That on the 28 day of June 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for BALTIMORE City ~~County~~ aforesaid, personally appeared LULA HARDY, and made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

L. C. Geraghty
Notary Public

LIBER 75 PAGE 114

1227

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13 - 1936, J. H. Pepper, Treas. sold to A. A. County Commissioners at public auction for the sum of Seventy eight Dollars and 87 Cents, of which 78.87 Dollars has been paid as a deposit on the property in 5 District described as Lots 16-17-18 Blk. 13 Plat A. Roland Terrace

and assessed to Emma F. Cannaday 2608 Mayfair Ave., Seattle, Wash.

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 [illegible] 1957, 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 11 July, 1951.

Witness my hand and seal, this 4th day of February 1950

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 4th day of ~~October~~ February, 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,

[signature]
Notary Public.

My Commission Expires May 1951

Plaintiff's Exhibit No. 1.

(over) 2

For value received, the County Commissioners of Anne Arundel County hereby transfer and assign all its right, title and interest in the within Certificate of Tax Sale number 1227 unto Edward James Dowgiallo and Julia Marie Dowgiallo, his wife. (See Deed Rec. Dec.5,1938 Liber JRH.195-39).

Witness the corporate seal of the said County Commissioners of Anne Arundel County and the signature of Weems R.Duvall, its President. this 14th day of February,1950.

Witness:

Clarence E. Johnson
Clarence E.Johnson

The County Commissioners of Anne Arundel County

By Weems R. Duvall
Weems R.Duvall President

For value received, we the undersigned Edward James Dowgiallo and Julia Marie Dowgiallo,his wife, hereby transfer and assign all our right, title and interest in the within Certificate of Tax Sale (No.1227) unto Lula Hardy, widow.

Witness our hands and seals this 21st day of February 1950.

WITNESS:

Edward James Dowgiallo (SEAL)
Edward James Dowgiallo

Julia Marie Dowgiallo (SEAL)
Julia Marie Dowgiallo

Morris H. Jannach
Notary Public

MY COMMISSION EXPIRES MAR. 6, 1953

JAMES J. LEE, Solicitor
Wardour, Annapolis, Maryland

NO. 10,271 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

LULA HARDY, widow 5706 Moore Street Baltimore 25 Anne Arundel County, Maryland Plaintiff vs. EMMA F. CANNADAY 2608 Mayfair Avenue Seattle, Washington AND all persons having or claiming to have any interest in property known as Lots Nos. 16-17-18, Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County, Maryland Defendants	

Filed 11 July, 1951

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, certificate of Tax Sale for which was duly assigned, to the plaintiff in this proceeding:

> Lots 16-17-18 Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County, which plat is recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, Folio 215 (now being in Cabinet 2, Rod D6, Plat No. 215) and being the same property which was conveyed by The Fairfax Realty Corporation to Mrs. Emma F. Cannaday by deed dated October 18, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 33, Folio 136, and also was conveyed by The Roland Terrace Corporation unto Mrs. Emma F. Cannaday by deed dated February 7, 1922 and recorded among said Land Records in Liber W.N.W. No. 54, Folio 271 and assessed on the date of the collector's sale to Emma F. Cannaday, whose last known address was 2608 Mayfair Avenue, Seattle, Washington.

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.

3

It is thereupon, this 11 day of July, 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 18 day of September 1951, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John H. Hopkins, 3rd,
Clerk

JAMES J. LEE, Solicitor
Wardour, Annapolis, Maryland
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,271 EQUITY

LULA HARDY, widow, 5506 Monroe Street, Baltimore, 25, Anne Arundel County Maryland, Plaintiff

Vs.

EMMA F. CANNADAY, 2608 Mayfair Avenue, Seattle, Washington, AND all persons having or claiming to have any interest in property known as Lots Nos. 16-17-18, Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County Maryland, Defendants.

ORDER OF PUBLICATION

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following property situate in the Fifth Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, certificate of Tax Sale for which was duly assigned, to the plaintiff in this proceeding:

Lots 16-17-18 Block 13, Plat A, Roland Terrace, Fifth District, Anne Arundel County, which plat is recorded among the Land Records of Anne Arundel County in Plat Book G. W. Plat No. 1, section 3, folio 215 (now being in cabinet 2, Rod D6, Plat No. 215) and being the same property which was conveyed by The Fairfax Realty Corporation to Mrs. Emma F. Cannaday by deed dated October 18, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 33, Folio 136, and also was conveyed by The Roland Terrace Corporation unto Mrs. Emma F. Cannaday by deed dated February 7, 1922 and recorded among said Land Records in Liber W. N. W. No. 54, Folio 271 and assessed on the date of the collector's sale to Emma F. Cannaday, whose last known address was 2608 Mayfair Avenue, Seattle, Washington.

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 11th day of July, 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 18th day of September, 1951, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-9

Filed 19 Sept. 1951

No

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 14, 1951

We hereby certify, that the annexed Order of Publication No. 10,271 equity Lula Hardy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of September, 1951. The first insertion being made the 19th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Ellis L. Fall

4

LULA HARDY, widow	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EMMA F. CANNADAY, et al.	:	IN EQUITY
Defendants	:	Equity No. 10271
	:	Equity Docket J.H.H. No. 14, folio 272, 1951

* * : * *

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, To Wit:

I HEREBY CERTIFY That on this 17th day of October, 1951 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Leo C. Geraghty who, being duly sworn according to law, deposed and said as follows:

1. That he is of counsel of record for the plaintiff in the above entitled cause.

2. That before filing the bill of complaint in said cause, an effort was made to determine the proper addresses of the above named defendants and whether or not they were deceased.

3. That the last address of the defendant, said Emma F. Cannaday, was reported as No. 2608 Mayfair Avenue, Seattle, Washington.

4. That a letter, enclosing copy of the plaintiff's bill of complaint, was mailed, by registered mail, return receipt requested, to the defendant, said Emma F. Cannaday, at the address set forth in paragraph No. 3 hereof, on July 6, 1951, but that it was returned undelivered with notation affixed thereon as follows: "Unknown". Said letter is attached hereto and marked "Affiant's Exhibit No. 1".

5. That he can find no better address for the defendant, said Emma F. Cannaday.

6. That no further action having been taken by any of the parties in interest, he assumes that they do not intend to oppose this cause.

JOHN MARSHALL JONES, JR. NOTARY PUBLIC BALTIMORE COUNTY, MD.

Leo C. Geraghty
Leo C. Geraghty
Affiant

John Marshall Jones Jr
John Marshall Jones, Jr.
Notary Public

BALTIMORE MD. JUL. 6 '51 U.S. POSTAGE 33 METER PB 155169

Filed 18 Oct, 1951

Not in Directory

Mrs. Emma F. Cannaday
~~2608 Mayfair Avenue~~
Seattle, Washington

REASON CHECKED
Unclaimed
Unknown
For better address
Moved, Left no address
No such office in state

REGISTERED NO. 1858
RETURN RECEIPT REQUESTED

REGISTERED RETURN RECEIPT REQUESTED

just the outside of this envelope

MALOY AND BRADY
1402 FIDELITY BUILDING
BALTIMORE 1

Affiant's Exhibit No. 1

LULA HARDY, widow Plaintiff vs. EMMA F. CANNADY, et. al.	No. 10271 ~~DIVORCES~~ - EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity

DECREE PRO CONFESSO

The Defendants, ~~Emma F. Cannady, et. al.~~

after Order of Publication duly published, ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication. ~~(or Writ of Summons.)~~

It is thereupon this 24th day of October, 19 51, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

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

Benjamin Michaelson
Judge

Filed 24 Oct., 1951

LULA HARDY, widow	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
EMMA F. CANNADAY, et al.	:	IN EQUITY
Defendants	:	Equity No. 10271
	:	Equity Docket J.H.H. No.14, folio 272, 1951

* * * * *

DECREE

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, inclusive, of Article 81 of the Annotated Code of Maryland (1947 Supplement),

It is thereupon this 3d day of ~~November~~ December 1951, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed:

1. That all rights of redemption of the defendants or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to A. A. County Commissioners on October 13, 1936 (as more fully appears on Certificate of Tax Sale, No. 1227, dated February 4, 1950, filed in these proceedings as "Plaintiff's Exhibit No. 1", which certificate, by assignment dated February21, 1950, was duly assigned unto the plaintiff) for the non-payment of taxes, be and the same are hereby, barred and foreclosed.

Filed 3 dec, 1951

2. That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject), is hereby vested in the plaintiff, said Lula Hardy, widow.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a confirmatory deed conveying said property to the plaintiff, in fee simple.

4. That the plaintiff shall pay the costs of these proceedings.

Benjamin Michaelson

Judge

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife Riva, Md. NEXT FRIENDS OF ARTHUR R. OAKLEY, AN INFANT Complainants	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
vs	:	
	:	IN EQUITY NO. 10,299
Arthur R. OAKLEY, an infant Riva, Md. Respondent	:	

Filed 16 Aug., 1951

PETITION

To the Honorable, the Judges of said Court:

Your petitioners, Arthur W. Oakley and Katherine L. Oakley, his wife, AS NEXT FRIENDS OF ARTHUR R. OAKLEY, AN INFANT respedtfully represent unto Your Honors:

1. That your petitioners together with the Respondent, their son, are purchasers under a contract of sale of certain property located in the Second Election District of Anne Arundel County and known as Lots Eight and Nine of Hambleton Estates as will more fully appear by referring to a contract of sale attached hereto and marked "Complainants' Exhibit No. 1".

2. That the Respondent who has been working for a number of years was in hopes of building on said lots as soon as they were paid for. However, he is now faced with the prospect of being called into the Armed Forces and because of this reason will be unable to maintain his payments and thereby could lose his equity in said property. Moreover, the property being unimproved will be of no value to the said Respondent while in the Armed Services.

3. In view of the foregoing, the parties hereto have sought to sell their interest in said property and have obtained an attractive offer for the said Lot #8, but cannot convey a clear title in view of the Respondent's infancy.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4. And your petitioners allege that it would be to the benefit of the said infant Respondent if the said real estate were sold and the proceeds invested in some productive fund for his benefit.

TO THE END, THEREFORE,

1. That a Guardian may be appointed to sell said infant Respondent's interest in the real estate aforesaid and to invest the proceeds in some productive fund for his benefit.

2. And that your petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your petitioners a writ of subpoena directed to said infant Respondent and to such another person as has custody of the said infant Respondent directing him to appear in this honorable Court on some day therein named to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

Respectfully submitted

Arthur W. Oakley

Arthur W. Oakley

Katherine L. Oakley

Katherine L. Oakley,

Eugene M. Childs

Eugene M. Childs, Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of August, 1951, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Arthur W. Oakley and Katherine L. Oakley, his wife, NEXT FRIENDS OF ARTHUR R. OAKLEY and they did make oath in due form of law that the matters alleged in the aforegoing Petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial.

Eugene M. Childs

Eugene M. Childs Notary Public

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO.

EUGENE M. CHILDS
ATTORNEY-AT-LAW
ANNAPOLIS, MARYLAND

CONTRACT OF SALE

This Contract of Sale made this 24th day of June, 1950, by and between RICHARD W. HAMBLETON and COLLEEN MAE COX HAMBLETON, his wife, hereinafter referred to as VENDORS, and ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife, and ARTHUR R. OAKLEY, single, hereinafter referred to as VENDEES.

WITNESSETH, that in consideration of the sum of $10.00 moving from the Vendees unto the Vendors, the receipt whereof is hereby acknowledged, the Vendors do hereby bargain and sell to the vendees, their heirs and assigns, in fee simple, all that plot of land situate in the Second District of Anne Arundel County, Maryland, and known as Lots eight and nine of Hambleton Estates, as shown on a plat made by J.R. McCrone, Jr., May 4th, 1950, together with the option for five months to purchase Lot No. 11 for the sum of Three Thousand One Hundred Fifty-Eight Dollars ($3, 158.00).

AND if the Vendees shall make payments and perform the covenants hereinafter mentioned on their part to be made and performed, the Vendors hereby covenant and agree to convey to the said Vendees in fee simple, clear of all encumbrances whatsoever, by good and sufficient warranty deed, all costs, attorneys fees and documentary stamps to be borne by the Vendees, the property herein above mentioned, and the Vendees hereby covenant and agree to pay the Vendors the sum of Eight Thousand Eight Hundred Forty-Eight Dollars ($8,848.00) in the manner following at the place of residence of the Vendors, to wit, Riva, Maryland, with interest at the rate of five percent (5%) per annum, of which Two Hundred Ten Dollars ($210.00) has been received prior to the signing hereof and the balance is to be paid as follows: Four Hundred Dollars ($400.00) Forty-five days from date, and monthly payments of Sixty-Five Dollars to be made on the First of every month with a privilege of paying more on the principal at any monthly period.

Filed 16 Aug. 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

COMPLAINANT'S EXHIBIT #1

It is further expressly understood and agreed between the parties hereto that the conveyance to be made by the Vendors unto the Vendees shall be expressly subject to the following:

A. All taxes, special assessments and special taxes levied after June 1, 1950.

B. That the property heretofore mentioned shall never be used or occupied by or sold, demised, transferred, conveyed unto, or in trust for, leased or rented, or given to negroes, or any person or persons of negro blood or extraction or any person or persons of the Semitic race, blood or origin, or Jews or Hebrews, or any person or persons of Chinese, Japanese, Philippine or other colored race descendant, except that nothing contained herein shall preclude the partial occupancy of the premises by domestic servants of any owner of property.

C. Not more than one dwelling shall be placed on each one-half acre of the tract herein conveyed, which covenants are to be binding upon the land and running therewith and made an essential part of this instrument, and shall be and remain an obligation in respedt to the said premises and the parties herein designated, and to their and each of their successors, heirs and assigns.

D. The Vendees shall not and will not suffer or permit any mechanic's lien or other lien to attach to or be against or upon the property aforesaid, which shall or may be superior to the rights of the Vendors.

E. That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall or will be executed by the Vendees for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting.

F. That the Vendees shall not and will not transfer or assign this agreement or any of their interest therein, and that no transfer or assignment shall be made by the Vendees without the previous written consent of the Vendors, and that any such assignment or transfer, without such previous written consent, shall not vest in the transferree or assignee any right, title or interest herein or hereunder or in said premises, but shall render this contract null and void, at the election of the Vendors; and that the Vendees will not sublet or lease said premises, or any part thereof, for any purpose, except upon the previous written consent of the Vendors.

G. That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in the Vendees until the delivery of the deed aforesaid by the Vendors, or until the full payment of the purchase price at the times and in the manner herein provided.

H. That this agreement shall not and will not, nor shall any copy thereof, nor any statement, paper or affidavit, in any manner referring hereto, be filed in the office of the Clerk of the Court of Anne Arundel County, Maryland, or in any other public office, by the Vendees, or anyone acting for them or in their behalf, and that if the same be so filed by the Vendees, or anyone acting for them or in their behalf, this agreement and each and every provision hereof shall, at the option of the Vendors, be and become absolutely null and void and of no further force or effect whatsoever, and thereupon all the rights, claims and demands of the Vendees arising here-

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

under or because of any act or thing done on account hereof, shall thereupon be cancelled and discharged and, in addition thereto, the Vendees shall and will pay to the Vendors all expenses, including court costs and Solicitors' fees, incurred by them in any proceeding to remove such contract, paper, affidavit, instrument or notice from record as a cloud on the title to the property by the Vendors, all without prejudice to any other right of the Vendors to declare this agreement ended and thereafter absolutely null and void, which right is hereby expressly given to and reserved by the Vendors.

I. That the Vendees shall keep any buildings on the premises insured against loss by fire and windstorm for the benefit of the Vendors, their heirs and assigns, in some company acceptable to the Vendors, to the extent of an amount at least equal to the sum remaining unpaid hereunder; and to deliver the policy and all renewal receipts to the Vendors; and in case of failure of the Vendees so to do, the Vendors, their heirs and assigns may do so and add the cost thereof to the amount of the indebtedness so as to become so much additional indebtedness.

J. And in case of the failure of the said Vendees to make any of the payments, or any part thereof, for a period of sixty (60) days, or perform any of the covenants hereof on their part hereby made and entered into, this contract shall, at the option of the Vendors be forfeited and determined, and the Vendees shall forfeit all payments made by them on this contract, and such payments shall be retained by the said Vendors in full satisfaction and as liquidated damages by them sustained, and in such event the Vendors shall have the right to re-enter and take possession of the premises aforesaid.

K. In the event this contract or agreement shall be declared null and void by the Vendors on account of any default, breach or violation by the Vendees in any of the provisions hereof, the same shall become and be null and void and be so conclusively determined by the filing by the Vendors of a written declaration of forfeiture hereof, in the Recorder's Office of Anne Arundel County, Maryland.

L. That in the event of the termination of this agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, on the premises aforesaid, which may be put upon or on said premises by the Vendees shall belong to and be the property of the Vendors without liability or obligation on their part to account to the Vendees therefor or for any part thereof.

M. It is further expressly agreed between the parties hereto that the remedy of forfeiture herein given to the Vendors shall not be exclusive of any other remedy, but that the Vendors shall, in case of default or breach, or for any other reason herein contained, have every other remedy given by this agreement and by law or equity, and shall have the right to maintain and prosecute any and every such remedy, contemporaneously or otherwise, with the exercise of the right of forfeiture, or any other right herein given.

N. The said Arthur W. Oakley and Katherine L. Oakley, do hereby covenant to release all their right, title and interest in and to the property herein by virtue of the terms of this contract unto Arthur R. Oakley, when the said Arthur R. Oakley reaches the age of twenty-one years, at which time the performance of this contract will become the sole responsibility of Arthur R. Oakley.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

It is mutually agreed by and between the parties hereto, that the time of payment shall be of the essence of this contract; and that the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

In Witness whereof the parties to these presents have hereunto set their hands and seals in duplicate, the day and year first above written.

Richard W. Hambleton (SEAL)
Richard W. Hambleton

Colleen Mae Cox Hambleton (SEAL)
Colleen Mae Cox Hambleton

Test

James Brookman Jr.

Arthur W Oakley (SEAL)
Arthur W. Oakley

Katherine L Oakley (SEAL)
Katherine L. Oakley

Arthur R Oakley (SEAL)
Arthur R. Oakley

TEST

James Brookman Jr.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs	:	ANNE ARUNDEL COUNTY
ARTHUR R. OAKLEY, an infant	:	IN EQUITY NO. 10299
Respondent	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Arthur W. Oakley and Katherine L. Oakley, his wife, by Eugene M. Childs, their attorney, respectfully represents,

First: That the infant Respondent has been duly summoned.

Second: That said infant Respondent has no legal guardian.

Wherefore your petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant Respondent, and suggests that Albert J. Goodman who has no interest whatsoever in this case be appointed Guardian ad litem.

Respectfully submitted

Eugene M. Childs

Eugene M. Childs, Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of September, 1951, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Arthur W. Oakley and Katherine L. Oakley, his wife, and made oath in due form of law that the matters set forth are true to the best of their knowledge and belief.

As witness my hand and seal Notarial.

Eugene M. Childs

Notary Public

Filed 5 Sept. 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 5 Sept., 1951.

ORDER

Upon the foregoing petition it is ORDERED this 5th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity, that Albert J. Goodman be, and he is hereby, appointed Guardian ad litem for the Respondent, Arthur R. Oakley, infant, and he is hereby directed to appear and file his answer in behalf of said infant.

Benjamin Ulrich Jr.
Judge

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife	:	IN THE CIRCUIT COURT
Complainants	:	FOR
vs	:	ANNE ARUNDEL COUNTY
ARTHUR R. OAKLEY, an infant	:	IN EQUITY NO. 10299
Respondent	:	

Filed 6 Sept, 1951.

ANSWER OF RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Albert J. Goodman, Guardian ad litem for the infant Respondent in the above cause respectfully represents unto Your Honors,

This Respondent being an Infant under 21 years of age can neither admit nor deny the allegations set forth in said Bill of Complaint, and therefore submits his rights to the protection of this Honorable Court.

As in duty bound,

Albert J. Goodman

Albert J. Goodman, Guardian ad litem
of Arthur R. Oakley, infant

ARTHUR W. OAKLEY and KATHERINE L. OAKIEY, his wife Complainants	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
ARTHUR R. OAKLEY, an infant Respondent	:	IN EQUITY NO. 10299

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complaints in this cause respectfully show unto Your Honors:

That they desire to take testimony before one of the standing examiners of this Court to support the allegations of the Bill of Complaint filed in this cause. Your Petitioners therefore pray Your Honors to pass an Order granting leave to the parties to take testimony in this cause.

Respectfully submitted

Eugene M. Childs

Eugene M. Childs, Solicitor for Complainants

Filed 7 Sept., 1951

ORDER

Upon the foregoing Petition it is this 7th day of September, 1951, ORDERED that the parties to this cause have leave to take testimony as prayed before anyone of the standing examiners of this Court.

Benjamin Michaelson

Benjamin Michaelson Judge

Filed 7 Sept., 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife Complainants	:	NO. 10299 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
ARTHUR R. OAKLEY, an infant Respondent	:	ANNE ARUNDEL COUNTY

PETITION TO AMEND BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The Petition of Eugene M. Childs, Solicitor for Arthur W. Oakley and Katherine L. Oakley, his wife, respectfully represents unto your Honors:

1. That it was intended that the Bill of Complaint originally filed in these presents be brought by the Complainants as parents and next friends of the infant, Arthur R. Oakley.

2. That inadvertently the term "next friends" was omitted from the title and from the first paragraph of the original petition and also omitted from the affidavit of the petitioners, Arthur W. Oakley and Katherine L. Oakley, his wife.

TO THE END, THEREFORE,

Your petitioner requests this Honorable Court to pass an Order in these presents permitting him to amend the original petition to read "Arthur W. Oakley and Katherine L. Oakley, his wife, parents and next friends of Arthur R. Oakley" wherever said term should appear in order to comply with the Statute as set forth in Article 16, Section 64, of the Annotated Code of Maryland, 1939 edition.

Respectfully submitted.

Eugene M. Childs
Eugene M. Childs
Solicitor for Complainants

Filed 18 Sept., 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 18 Sept., 1951

ORDER

ORDERED this 18th day of September, 1951, by the Circuit Court for Anne Arundel County, that the Solicitor for the Complainants be and he is hereby permitted to amend the original petition filed in these presents wherever necessary setting forth the complainants to be the next friends of Arthur R. Oakley, Respondent, and said amendment shall be taken nunc pro tunc.

Benjamin Michaelson
Benjamin Michaelson JUDGE

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife,	:	IN
COMPLAINANTS,	:	THE CIRCUIT COURT
VS.	:	FOR
ARTHUR R. OAKLEY, an infant,	:	ANNE ARUNDEL COUNTY
RESPONDENT.	:	No. 10,299 Equity

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

TESTIMONY ON BEHALF OF COMPLAINANTS

September 14, 1951

Present:

Mr. Eugene M. Childs, Solicitor for Complainants.

Mr. Albert J. Goodman, Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Wilbur T. Shawn, page 2.

Arthur W. Oakley, pages 3, 4.

Katherine L. Oakley, pages 4, 5, 6.

Arthur R. Oakley, pages 6, 7.

Richard Hambleton, pages 7, 8.

Filed 21 Sept., 1951.

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

(Mr. Childs)

1. State your name and address.

A. Wilbur T. Shawn, 15 School Street, Annapolis, Maryland.

2. What is your occupation?

A. Real Estate Broker.

3. How long have you been a real estate broker?

A. Two and a half years.

4. Have you bought and sold property in Anne Arundel County of the nature of the property which is the subject of this suit?

A. Yes.

5. What does the property in these proceedings consist of?

A. Two unimproved waterfront lots known as Lots Nos. 8 and 9, located on the Hambleton Estates on South River, Second Election District, Anne Arundel County. Lot No. 8 was sold and is the subject matter of these proceedings.

6. Lot No. 8 was bought by Arthur W. Oakley and Katherine L. Oakley and Arthur R. Oakley in 1950 for $4424.00. The Contract of Sale involving this lot at present amounts to $4600.00. Can you give the Court your estimation as to whether or not this is the present market value of the lot?

A. I think that is the fair market value of the lot.

7. In your opinion, would the sale of this lot be beneficial to Arthur R. Oakley?

A. Yes, I think it is a fair margin of profit.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Wilbur T. Shawn

Wilbur T. Shawn

Arthur W. Oakley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Arthur W. Oakley, Riva, Maryland, Hambleton Estates.

2. Are you one of the complainants and next friend of Arthur R. Oakley?

A. Yes.

3. Who is Arthur R. Oakley?

A. My son.

4. Does he own any property near Riva, Anne Arundel County, Md.?

A. He owns a waterfront lot on the Hambleton Estates.

5. I hand you a plat entitled, "Hambleton Estates", Waterfront Lots, Second Election District, Anne Arundel County, Maryland, by J. R. McCrone, Revised July 31, 1951, and ask you if the lot in particular is designated as Lot No. 8 on that plat?

A. Yes.

(PLAT OF HAMBLETON ESTATES MARKED EXAMINER'S EXHIBIT 1 AND FILED HEREWITH)

6. Are you acquainted with this lot?

A. Yes.

7. What does the lot consist of?

A. It is an unimproved waterfront lot--nothing on it at all.

8. Do you know the approximate size of the lot?

A. It is about one-third of an acre.

9. Do you have a purchaser for the lot?

A. It has been sold under Contract of Sale.

10. I show you a paper marked Agreement, and dated 28th July, 1951 and ask you if this is the contract of sale involving the lot in question?

A. Yes it is.

(AGREEMENT MARKED EXAMINER'S EXHIBIT 2 AND FILED HEREWITH)

11. I show you another paper, dated July 28, 1951, and ask you if this paper directly affects the lot in question?

A. Yes.

(PAPER MARKED EXAMINER'S EXHIBIT 3 AND FILED HEREWITH)

12. What is the proposed purchase price of the lot?

A. $4600.00.

13. Do you consider this to be the fair market value of the lot?

A. Yes.

14. Do you know what amount your son paid for this lot?

A. $4424.00.

15. Do you think it to be to the benefit of Arthur R. Oakley to have this lot sold in accordance with the terms of the contract?

A. Yes.

16. Why?

A. He is ready to be called into the Army and he wouldn't have any way of making payments on it.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Arthur W. Oakley

Arthur W. Oakley

****

Katherine L. Oakley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Katherine L. Oakley, Riva, Maryland, Hambleton Estates.

2. Are you one of the complainants in this case?

A. Yes, I am.

3. Who is Arthur R. Oakley?

A. My son.

4. Is he the owner of Lot No. 8 in the Hambleton Estates, according to the Plat filed as Examiner's Eshibit 1?

A. Yes.

5. Do you know what the contract price was for this lot when it was purchased by your son?

A. $4424.00.

6. When did he purchase the lot?

A. July 1950.

7. What does the lot consist of?

A. It is a waterfront lot.

8. Are there any improvements on it?

A. No.

9. Has a Contract of Sale been entered into for this lot?

A. Yes.

10. Examiner's Exhibits 2 and 3 represent this Contract of Sale as far as you know?

A. Yes they do.

11. Do you consider $4600.00 a far market value for the lot?

A. I do.

12. Would you say a sale of the lot would be beneficial to your son?

A. I would.

13. Why?

A. He has been classified in 1 A and got word that he was to be called, and to get his affairs ready. He wants to pay off his automobile before he goes in. He knows he couldn't do it after he went in.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of

benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Katherine L. Oakley
Katherine L. Oakley

****

Arthur R. Oakley, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Arthur R. Oakley, Riva, Maryland, Hambleton Estates.

2. How old are you?

A. 19.

3. You are aware, are you not, of the nature of this suit, to petition the Court to allow lot No. 8 to be sold?

A. Yes.

4. Are you agreeable to this sale?

A. Yes I am.

5. Do you know the sale price?

A. Yes it is $4600.00.

6. Is that agreeable to you?

A. Yes.

7. Do you consider that a fair price?

A. Yes.

8. Why do you want to sell the property?

A. So I can pay off my car before I am drafted in the Army.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of

benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Arthur R. Oakley

Arthur R. Oakley

****

Richard Hambleton, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Richard Hambleton, Hambleton Estates, Riva, Maryland.

2. What is your occupation?

A. Real estate developer and owner of a development and also I have a license to sell other people's real estate.

3. Are you familiar with the property which is the subject of this suit?

A. I am.

4. Did you on July 24, 1950, together with your wife, enter into a Contract of Sale with Arthur W. Oakley and wife and Arthur R. Oakley, for the sale of Lots 8 and 9 at Hambleton Estates?

A. Yes.

5. Can you tell me the purchase price for Lot No. 8?

A. $4424.00.

6. Can you tell me how much Mr. Oakley has paid toward this purchase price?

A. He has paid $509.44.

7. Are you familiar with the Contract of Sale which purports to sell this property to Messrs. Rittershofer and Griffin and their wives?

A. I am.

8. What is the contract price for this particular lot?

A. $4600.00.

9. How much will that net as a profit to Mr. Oakley if the Court sees fit to let the sale take place?

A. $176.00 profit.

10. What is the net amount which will be realized by Mr. Oakley if the sale if confirmed?

A. $685.44.

11. Are you familiar with the lot in question?

A. Yes.

12. Can you tell us its fair market value?

A. $4424.00 would be the fair value.

13. In your opinion will it be beneficial to Arthur R. Oakley to have this lot sold?

A. I would say definitely yes. I understand he is going in the army and it will not neccesitate his paying this money every month before he goes on a private's pay. I believe he owes several hundred dollars on a car and desires to pay it off.

(Mr. Klawans)

1. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? If yea, state the same fully and at large in your answer.

A. No.

Richard Hambleton

Richard Hambleton

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

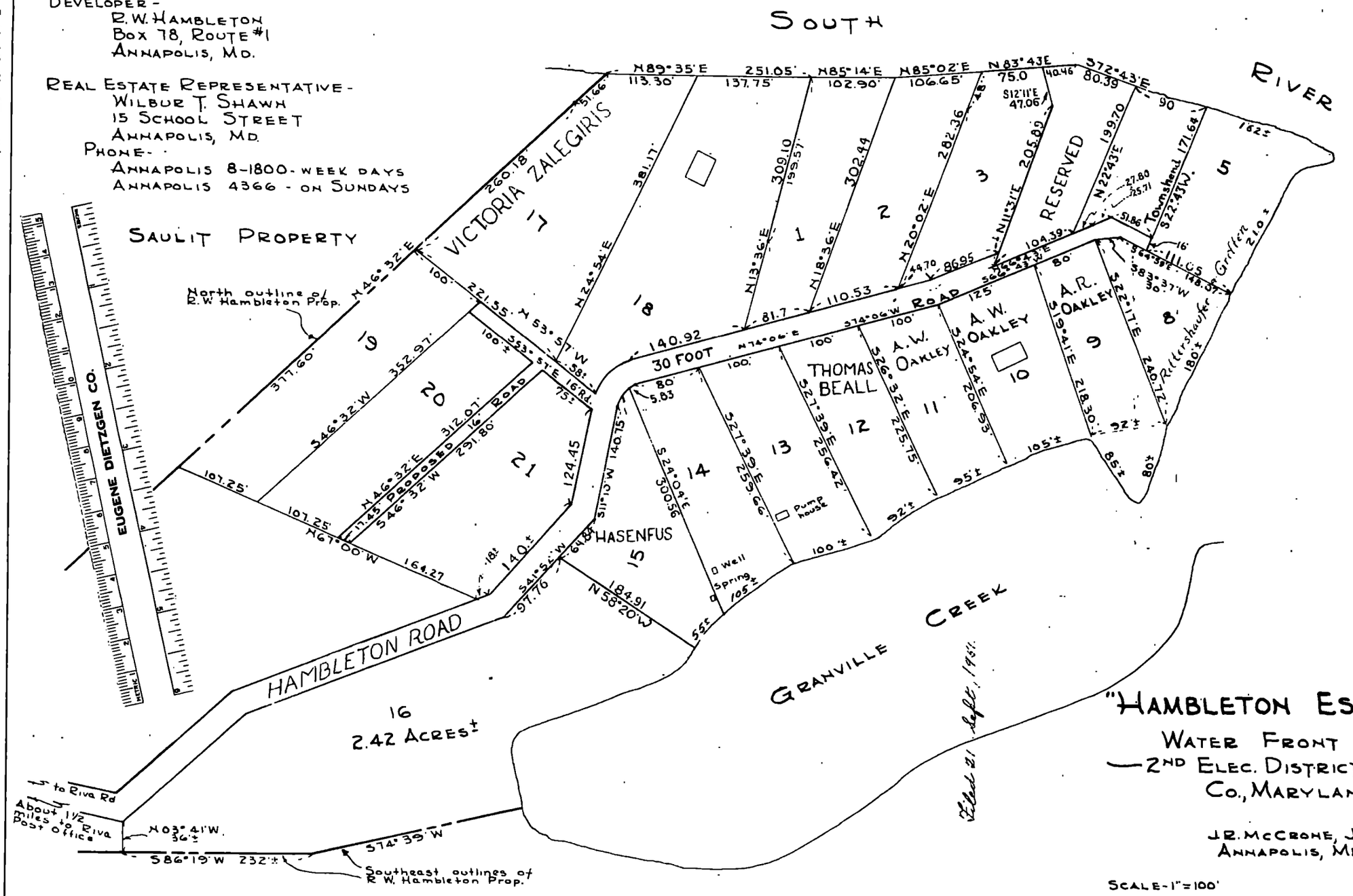
Witness my hand and seal this 19th day of September, 1951.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
K.H.McC. $8.00

DEVELOPER -
R. W. HAMBLETON
BOX 78, ROUTE #1
ANNAPOLIS, MD.

REAL ESTATE REPRESENTATIVE -
WILBUR T. SHAWN
15 SCHOOL STREET
ANNAPOLIS, MD.
PHONE -
ANNAPOLIS 8-1800 - WEEK DAYS
ANNAPOLIS 4366 - ON SUNDAYS



"HAMBLETON ESTATES"
WATER FRONT LOTS
— 2ND ELEC. DISTRICT, A. A. —
CO., MARYLAND

J.R. McCRONE, JR.
ANNAPOLIS, MD

SCALE - 1" = 100'

DATE - 8/17/50
Revised 7/31/51

10,299 Sq.
Surveyors Est.

LIBER 75 PAGE 143

LIBER 75 PAGE 144

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 28th day of July nineteen hundred and fifty one between Wilbert Rittershofer and his wife Mary Rebecca and Howard Griffin and his wife Alice M of the first part Richard W. Hambleton and his wife Colleen and Arthur R. Oakley single and Arthur W. Oakley and his wife Katherine of the second part.

Witnesseth, that the said part of the Second part do hereby bargain and sell unto the said part is of the First part, and the latter doth hereby purchase from the former, the following described property, situate and lying in 2nd district of Anne Arundel Co. Md and known as lots 5 and 8 of Hambleton Estates as shown on Macone Survey dated 8/17/50

At and for the price of Nine Thousand and fifty (9750.00) Dollars, of which Twenty dollars Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Three thousand nine hundred and eighty dollars to be paid upon approval of title and not later than 30 days after title approval

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

Taxes,

to be paid or allowed for by the Vendor to , nineteen hundred and

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Richard W. Hambleton [SEAL]
Wilbert Rittershofer
Mary Rebecca Rittershofer [SEAL]
Howard Griffin
Alice M. Griffin [SEAL]
Arthur W. Oakley
Katherine L. Oakley
Arthur R. Oakley [SEAL]

10,299 Equity

Examiner's Ex. 2

Filed 21 Sept, 1951

or expired to lease

and balance to be paid monthly at rate of 00.00/mo plus 5% interest per annum

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LIBER 75 PAGE 145

Hambleton Estates
A.A. Co. Md
July 28, 1951

I, Arthur R. Oakley & my parents Arthur W. & Katherine Oakley agree to sell to Wilbert Rittershofer & his and Howard Griffin & his wife my Cot 8 (Hambleton Estates) for ($4600.00) Forty six hundred dollars. This is in included in contract of sale between Hambleton, Griffin Rittershofer and Oakley for total price of $9,750.00 for lots 5 & 8

Arthur W. Oakley
Katherine S. Oakley

Howard Griffin
Wilbert Rittershofer
Alice M. Griffin

Arthur R. Oakley
Mary Rebecca Rittershofer

10,299 Equity Examiner's Ex. 3
Filed 21 Sept., 1951.

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife Complainants	:	NO. 10299 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
ARTHUR R. OAKLEY, an infant Respondent	:	ANNE ARUNDEL COUNTY

: : : : : :

SUBMISSION FOR DECREE

There being no further Testimony to be taken, this case is hereby submitted for Decree, parties hereto waiving the 41st Equity Rule.

Eugene M. Childs
Eugene M. Childs
Solicitor for Complainants

Albert J. Goodman
Albert J. Goodman
Guardian ad litem

Filed 21 Sept. 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Petition filed Sept. 28 1951

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife Next Friends of Arthur R. Oakley	:	NO. 10299 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
ARTHUR R. OAKLEY, an Infant	:	ANNE ARUNDEL COUNTY

: : : : :

PETITION FOR LEAVE TO INTERVENE

To the Honorable, the Judges of said Court:

The petition of Wilburt Rittershofer and Mary Rebecca Rittershofer, his wife, and Howard Griffin and Alice M. Griffin, his wife, by Ross H. Black, Jr., Solicitor, respectfully represents unto your Honors:

1. That your petitioners are contract purchasers for Lot No. Eight (8) of Hambleton Estates which is the subject of these proceedings.

2. That although your petitioners were not named as parties to this suit, they being contract purchasers and having an interest in the outcome of the suit, they respectfully petition this Honorable Court to be allowed to intervene as third parties in interest, hereby consenting to be bound by the Decree of this Court as purchasers of said Lot No. Eight (8) for Four thousand six hundred ($4600.00) dollars.

Respectfully submitted.

Wilburt Rittershofer
Wilburt Rittershofer

Mary Rebecca Rittershofer
Mary Rebecca Rittershofer

H. Ross Black, Jr.
H. Ross Black, Jr., SOLICITOR

Howard Griffin
Howard Griffin

Alice M. Griffin
Alice M. Griffin

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Prince Georges County, To Wit:

I hereby certify that, on this 26th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for said

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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County ~~City~~, personally appeared WILBURT RITTERSHOFER, MARY REBECCA RITTERSHOFER, his wife, HOWARD GRIFFIN and ALICE M. GRIFFIN, his wife, and made oath in due form of law that they are aware of the nature of the petition filed in the case of Arthur W. Oakley and Katherine L. Oakley, his wife, Next Friends of Arthur R. Oakley, vs. Arthur R. Oakley, an infant, No. 10299 Equity, in the Circuit Court for Anne Arundel County, and they acknowledge the aforegoing petition to be their act.

As witness my hand and seal Notarial.

Mildred J. Kurtz
Notary Public

ORDER

Upon the aforegoing petition of Wilburt Rittershofer, Mary Rebecca Rittershofer, his wife, Howard Griffin and Alice M. Griffin, his wife, it is ADJUDGED, ORDERED and DECREED, this 29th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity, that the petitioners aforesaid be and they are hereby permitted to intervene in this cause as third parties in interest and they shall be bound by any Decree or Decrees which may henceforth be issued in these proceedings.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 29 Sept., 1951.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife Next Friends of ARTHUR R. OAKLEY	:	NO. 10299 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
ARTHUR R. OAKLEY, an Infant	:	FOR ANNE ARUNDEL COUNTY

: : : : :

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered.

It is thereupon, this 29th day of September, 1951, ADJUDGED, ORDERED and DECREED that the contract herein for the sale of Lot Number 8 of Hambleton Estate by the parties hereto and others to Wilbert Rittershofer, et al, be and it is hereby ratified and confirmed, and Eugene M. Childs, Esq. is hereby appointed Trustee to convey all the right, title and interest of the infant respondent, Arthur R. Oakley, in said property in accordance with the terms and provisions thereof.

And the Trustee, before executing the power conferred upon him by this Decree shall file with the Clerk of this Court a bond to the State of Maryland and executed by himself and a surety or sureties to be approved by this Court in the penalty of FOUR THOUSAND SIX HUNDRED DOLLARS conditioned upon the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in this proceedings.

And upon receipt of the purchase money from the sale, said Trustee shall convey the infant Respondent's interest in said lot to the purchasers by a good and sufficient deed and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 29 Sept., 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Judicial 10 2-15-38 200—TRUSTEE TO SELL

LIBER 75 PAGE 150

No. 10,299 Equity

UNITED STATES FIDELITY AND GUARANTY COMPANY

WE WILL BOND AND INSURE YOU — FIDELITY — BURGLARY SURETY CASUALTY

BALTIMORE, MARYLAND.

Know all Men by these Presents:

That we, Eugene M. Childs, as Principal, of Annapolis, Maryland and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand, six hundred and no/100 Dollars ($4,600.) 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 1st day of October in the year of our Lord one thousand, nine hundred and fifty-one

WHEREAS THE ABOVE BOUNDEN Eugene M. Childs by virtue of a decree of the Honorable the Judge of the Circuit Court County of Anne Arundel has been appointed trustee ~~to sell~~ to convey property sold under contract (Equity 10299) mentioned in the proceedings in the case of Arthur W. Oakley and Catherine L. Oakley, his wife next friends of Arthur R. Oakley

vs.

Arthur R. Oakley, an Infant

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Eugene M. 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.

Edna Earl Perrie AS TO BOTH — Eugene M. Childs (Seal)

(Seal)

(Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY.

By Dorothy I. Miller attorney-in-fact ~~Vice President~~

Attest:

~~Assistant Secretary~~

Approved this 1 day of October 1951.
John H. Hopkins, 3rd, Clerk

Filed 1 Oct 1951

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ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife NEXT FIRENDS OF ARTHUR R.OAKLEY	:	NO. 10299 EQUITY
	:	INTHE
vs.	:	CIRCUIT COURT FOR
ARTHUR R. OAKLEY, an Infant	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION TO SUBSTITUTE PURCHASERS

To the Honorable, the Judges of said Court:

The petition of Howard Griffin and Alice M. Griffin, his wife, and Wilbert Rittershofer and Mary Rebecca Rittershofer, his wife, respectfully represents unto your Honors:

1. That by the Order of Court dated ~~October~~ SEPTEMBER 29th, 1951, this Honorable Court permitted your petitioners to intervene as third parties in interest in these proceedings, owing to the fact that they were contract purchasers of Lot 8 of Hambleton Estates.

2. Your petitioners aver that it has been decided among them that the entire tract which is the subject of the contract of sale filed in these presents, that is Lots 5 and 8 of Hambleton Estates, can be equally divided among them, so that Howard Griffin and Alice M. Griffin, his wife, may take title to Lot 5 of Hambleton Estates and Wilbert Rittershofer and Mary Rebecca Rittershofer, his wife, may take title to Lot 8 of Hambleton Estates.

TO THE END, THEREFORE,

May it please your Honors to pass an Order in these presents permitting Wilbert Rittershofer and Mary Rebecca Rittershofer, his wife, to take title to and become purchasers of the entire equity of all parties hereto in said Lot 8 of Hambleton Estates.

Respectfully submitted.

Howard Griffin
Howard Griffin

Alice M. Griffin
Alice M. Griffin

Wilbert Rittershofer
Wilbert Rittershofer

Mary Rebecca Rittershofer
Mary Rebecca Rittershofer

H. Ross Black Jr
H. Ross Black, Jr.
SOLICITOR

Sworn to before me this 13th day of October, 1951 Mildred Kunle Notary Public. Md

Filed 18 Oct., 1951

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 19 Oct., 1951

ORDERED this 19th day of October, 1951, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing petition, that Wilbert Rittershofer and Mary Rebecca Rittershofer, his wife, be and they are hereby substituted as sole purchasers of the entire lot number 8 of Hambleton Estates.

Benjamin Michaelson
Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Petition filed Nov. 15 1951

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife NEXT FRIENDS OF ARTHUR R. OAKLEY	:	NO. 10299 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
ARTHUR R. OAKLEY, an Infant	:	ANNE ARUNDEL COUNTY

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

PETITION TO REFER CASE TO AUDITOR

To the Honorable, the Judges of said Court:

The Petition of Eugene M. Childs, Trustee in the above entitled cause, respectfully represents unto your Honors:

1. That pursuant to the Order of this Court dated October 1951, he did, on October 26, 1951, convey all the right, title, interest and estate of the infant, Arthur R. Oakley, unto Wilbert Rittershofer and Mary Rebecca Rittershofer, his wife, and received therefor the sum of four thousand six hundred dollars ($4600.00).

2. Your petitioner is now ready to make distribution of the proceeds of said sale and requests your Honors to pass an order in these presents permitting him to refer this cause to the Auditor for accounting.

Respectfully submitted.

Eugene M. Childs
Eugene M. Childs, Trustee

Filed Nov. 15 1951

ORDER

Ordered this 15th day of November, 1951, by the Circuit Court for Anne Arundel County in Equity, that the above entitled cause be and it is hereby ~~directed~~ referred to the Court Auditor for final account.

Benjamin Michaelson
Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2181

15

In the Case of

Arthur W. Oakley
and
Katherine L. Oakley, his wife, etc.,
vs.

Arthur R. Oakley,
an infant

In the
Circuit Court
For
Anne Arundel County
No. 10,299 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 21 Nov, 1951.

November 21, 1951

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

Dr. Arthur W. Oakley and Katherine L. Oakley, his wife, etc, vs. Arthur R. Oakley, an infant in ac.

Trustee's Commissions Waived.				
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	45		
Jos. W. Alton - Sheriff's costs	2	90		
Albert J. Goodman - Guardian ad Litem	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	8	00		
Auditor - stating this account	9	00	84	35
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (acct.)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	18	40	24	40
To Richard W. Hambleton and Colleen M.C. Hambleton, his wife - balance due under Contract of Sale dated 6/24/50	3,914	56	3,914	56
Balance in hands of Trustee subject to further order of Court	576	69	576	69
			4,600	00

with Eugene M. Childs, Trustee Cr.

1951						
Oct.	26	Proceeds of Sale (Contract dated July 28, 1951)	4,600	00	4,600	00
					4,600	00

LIBER 75 PAGE 157

ORDER NISI

Arthur W. Oakley
and
Katherine L. Oakley, his wife, etc.
VERSUS
Arthur R. Oakley,
an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,299 Equity.

ORDERED, This 21 day of November, 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 26 day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of January, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed 8 Jan., 1952. Filed 21 Nov., 1951

17

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1951

We hereby certify, that the annexed Order Nisi Auditors Acct. Equity 10 299 Arthur W. Oakley

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 26th day of December, 1951. The first insertion being made the 24th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti Carlson

No. E. C.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,299 Equity
ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, his wife, etc.,
Vs.
ARTHUR R. OAKLEY, an infant.

Ordered, this 21st day of November, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-8

Filed 7 Jan., 1952

18

ARTHUR W. OAKLEY, et al	:	NO. 10299 Equity
vs	:	IN THE CIRCUIT COURT
ARTHUR R. OAKLEY, infant	:	FOR ANNE ARUNDEL COUNTY

PETITION TO REDUCE BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Eugene M. Childs, Trustee in the above entitled cause respectfully represents:

1. That with reference to the Auditor's Report filed in these presents, your petitioner has secured payment of all outstanding items therein listed with the exception of $576.69, belonging to the infant respondent herein.

2. That it is now time to renew the bond in this cause, which bond is still in the amount of $4600.00 as per previous order of this Honorable Court.

3. Your petitioner is informed that a substantial amount of the bond premium can be saved if the bond is reduced to correspond to the amount now being held by him pending the infant respondent's attaining his majority.

TO THE END, THEREFORE:

(a) That your petitioner may be authorized to reduce his bond to $600.00.

(b) And for such other and further relief.

Respectfully submitted

Eugene M. Childs

Eugene M. Childs Trustee

ORDER

ORDERED this 20th day of October, 1952, by the Circuit Court for Anne Arundel County, that the said Trustee be and he is hereby authorized to reduce the bond required in these presents to $1000.00.

Benjamin Michaelson

Benjamin Michaelson Judge

Filed 20 Oct, 1952

Filed Oct. 20, 1952

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ARTHUR W. OAKLEY and KATHERINE L. OAKLEY, wife Complainants	:	NO. 10,299 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
ARTHUR R. OAKLEY, infant Respondent	:	ANNE ARUNDEL COUNTY

PETITION OF TRUSTEE TO BE DISCHARGED

Filed 8 Jan., 1953.

To the Honorable, the Judges of said Court:

The Petition of Eugene M. Childs, Trustee in the captioned case, respectfully represents unto your Honors:

1. That by Order of Court dated December 29, 1951, your petitioner was made Trustee of certain funds derived from the property of Arthur R. Oakley, infant, during said infant's minority.

2. That on the 31st of December 1952, the said Arthur R. Oakley having become of age, your petitioner delivered to him, the said Arthur R. Oakley, all funds remaining in his hands derived from said cause, and received a full receipt and release therefor which is attached hereto and prayed to be taken as part hereof.

To the end, therefore,

May it please your Honors to pass an Order in these presents relieving your petitioner of further duties as Trustee in this cause, and discharging the bond filed with these presents, and for such other and further relief as his case may require.

Respectfully submitted.

Eugene M. Childs, Trustee
Eugene M. Childs TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 8th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, TRUSTEE, and made oath in due

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

form of law that the matters and things set forth in the aforegoing petition are true as therein stated to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Mary F. Brennan
Notary Public

ORDER

ORDERED this 8th day of January, 1953, upon the aforegoing Petition, by the Circuit Court for Anne Arundel County in Equity, that Eugene M. Childs, Trustee in the captioned cause, be, and he is hereby relieved from his duties as Trustee, and the bond filed herein is hereby discharged.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 8 Jan, 1953

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

ARTHUR W. OAKLEY, et al	:	NO. 10,299 EQUITY
vs.	:	CIRCUIT COURT FOR
ARTHUR R. OAKLEY, infant	:	ANNE ARUNDEL COUNTY

THIS RELEASE, Made this 31st day of December, 1952, by and between ARTHUR R. OAKLEY, party of the first part, and EUGENE M. CHILDS, TRUSTEE, party of the second part, witnesseth:

WHEREAS, by Order of the Circuit Court for Anne Arundel County, duly made and entered upon the 29th day of September 1951, the party of the second part was appointed Trustee of certain funds derived from the property in an estate of the party of the first part, during his minority, and

WHEREAS, the party of the second part has duly accounted, as such Trustee, with the party of the first part, and has paid over and transferred to him all of the property and estate remaining in the hands of said party of the second part, as Trustee.

NOW, THEREFORE, the party of the first part does hereby release and forever discharge the party of the second part from all actions, proceedings, claims, demands, or accounts, whatsoever, for or on account of the property and estate of the party of the first part, or the Trusteeship thereof, or for or on account of any act or thing at any time done or omitted or neglected by the party of the second part in relation to the premises.

Filed 8 Jan, 1953

IN WITNESS WHEREOF, the party of the first part has affixed his hand and seal hereto on the day and year first above mentioned.

Witness:

Phyllis Kenney

Arthur R. Oakley (SEAL)
Arthur R. Oakley

STATE ~~OF GEORGIA~~ Maryland, COUNTY OF Anne Arundel C, To Wit:

I hereby certify that on this 31st day of December, 1952, before me, the subscriber, a Notary Public of the State of Georgia, in and for said County, personally appeared ARTHUR R. OAKLEY and he acknowledged the aforegoing Release to be his act and deed.

As witness my hand and seal Notarial.

Evelyn H. Wickersham
Notary Public

Commission expires May 4, 1953

Exhibit.

IN THE MATTER OF	:	IN THE CIRCUIT COURT
A DEED OF TRUST FROM	:	FOR
THOMAS L. WHEATLEY AND	:	ANNE ARUNDEL COUNTY
MARGARET E. WHEATLEY, HIS WIFE	:	In Equity No. 10,256

Mr. Clerk:

Please docket the above entitled case and file the attached certified copy of the Deed of Trust from Thomas L. Wheatley and Margaret E. Wheatley, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated June 27, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 378, folio 175, as Exhibit A, and enter our appearance for the Trustees.

Filed 25 June, 1951

MARSHALL, CAREY, DOUB & MUNDY
and

Frank L. Fuller III

Frank L. Fuller III
Solicitors for Trustees

1706 First National Bank Building
Baltimore 2, Maryland.

(Lexington 0266)

Ridgely P. Melvin, Jr.
Annapolis, Md.

COPY

FHA Form No. 2127 m
(For use under Sections 203-603)
(Effective June 1947)

LIBER 75 PAGE 163

THIS IS TO CER[illegible] THAT THIS IS A TRUE AND EXACT COPY OF [illegible] RIGINAL INSTRUMENT AS FILED FOR RECORD.

WALKER & DUNLOP, INC.

BY: Walter Koppelman Jr.
Walter Koppelman, Jr.
Vice President
No. 10,256 Equity

DEED OF TRUST

THIS DEED, made this 27th day of June, 19 47, by and between Thomas L. Wheatley and Margaret E. Wheatley, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc.

, a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Two Hundred and 00/100 Dollars ($ 4,200.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-five and 45/100 Dollars ($ 25.45), commencing on the first day of September, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 67.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as Rot No. 6, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 617 Wood Street.

Being the same lot of ground which be assignment of lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Frank H. Creese and Company, Incorporated, a corporation of the State of Maryland, to the said parties of the first part for the renewable term of ninety-nine years, at and under an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 27th days of June and December in each and every year.

Subject to building restrictions and covenants of record;

Filed 25 June 1951

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify that the aforegoing Deed of Trust was truly taken and copied from Liber J.H.H. No. 378 Folio 175 one of the Land Record Books of Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of July, A.D., 1951.

John H Hopkins 3rd Clerk

(1)

16—51282-2

Exhibit A

2

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns **as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.**

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shubbery, driveways, improvements and fixtures of every kind, including stoves, reefrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire,switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air-conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

at four and one half per centum (4½%) per annum

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon ~~at the rate set forth in the note secured hereby~~ from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, subject to above mentioned leasehold upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale, and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

LIBER 75 PAGE 166

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing ~~Commissioner~~ Administrator for mortgage insurance premiums pursuant to the ~~applicable~~ provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing ~~Commissioner~~. Administrator

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by ~~Mortgagee~~ the holder of the Note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

(I) premium charges, under the contract of insurance with the Federal Housing ~~Commissioner~~; Administrator

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer, authorized agents of the Federal Housing Administration ~~or authorized agent of the Federal Housing Commissioner~~) dated subsequent to the 3 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness:

(S)William O. Hayes, Jr.

(S)
Thomas L. Wheatley [SEAL]

(S)
Margaret E. Wheatley [SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 27th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore ~~aforesaid~~, personally appeared Thomas L. Wheatley and Margaret E. Wheatley, his wife, and have acknowledged the foregoing deed to be their act.

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

(SEAL)

William O. Hayes, Jr.
Notary Public.

Recorded 16th of July 1947 at 11:30 A. M.

STATE OF MARYLAND

LOAN NO.

Deed of Trust

THOMAS L. WHEATLEY ET UX
MARGARET E. WHEATLEY

TO

OLIVER M. WALKER
W. LAIRD DUNLOP, III
GEORGE H. SCHMIDT

Trustee.

RECEIVED FOR RECORD on the day of A. D. 19 , at o'clock M., and recorded in Liber No. at folio one of the Land Records.

Examined by

Recorder.

U. S. GOVERNMENT PRINTING OFFICE 16—61232-1

MAIL TO: WALKER & DUNLOP, INC.
Fidelity Bldg., Balto., Md.

IN THE CIRCUIT COURT ~~XXX~~ ANNE ARUNDEL COUNTY *No. 10,256 Equity*

STATE OF MARYLAND

IN THE MATTER OF
A DEED OF TRUST
from

~~XXXXXX~~

THOMAS L. WHEATLEY and
MARGARET E. WHEATLEY, his wife

In Equity No.

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT- as Principals, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of - - - - - - - - - Nine thousand, six hundred and 00/100 - - - - - - - Dollars ($ 9,600.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this day of May in the year of our Lord one thousand, nine hundred and fifty-one.

WHEREAS THE ABOVE BOUNDEN OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT

~~by virtue of a decree of the Honorable the Judge of the Circuit Court of~~
~~has been appointed trustee to sell~~
~~mentioned in the proceedings in the case of~~

under and by virtue of the power and authority contained in a certain Deed of Trust from THOMAS L. WHEATLEY and MARGARET E. WHEATLEY, his wife to said OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT, will ~~XXXXX~~ sell the land and premises described in said Deed of Trust known as No. 617 Wood Street, Arundel Village, mentioned in the proceedings in the above entitled case- now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT do and shall well and faithfully perform the trust reposed in them ~~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.

Ridgely P. Melvin Jr. .... *Oliver M. Walker* (SEAL)
OLIVER M. WALKER

Ridgely P. Melvin Jr. .... *W. Laird Dunlop III* (SEAL)
W. LAIRD DUNLOP III

Ridgely P. Melvin Jr. .... *George H. Schmidt* (SEAL)
GEORGE H. SCHMIDT

UNITED STATES FIDELITY AND GUARANTY COMPANY

J. E. Limpert
J. E. Limpert-Witness to Surety

By *Howard J. McNamara*
Howard J. McNamara
Attorney in fact.

Filed 28 June, 1951

Approved this 25 June, 1951
John H. Hopkins, 3rd, Clerk

IN THE MATTER OF A DEED OF TRUST FROM THOMAS L. WHEATLEY AND MARGARET E. WHEATLEY, HIS WIFE.	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,256

REPORT OF SALE

The report of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, under a certain Deed of Trust from Thomas L. Wheatley and Margaret E. Wheatley, his wife, dated the 27th day of June, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 378, folio 175, respectfully states:

Filed 12 July, 1951

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in the other terms and conditions of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in the said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette and The Evening Capital, newspapers published weekly in Anne Arundel County and having general circulation in said county, for at least four (4) successive weeks prior to the day of sale, and after giving bond with approved security for the faithful performance of their trust, did pursuant to said notice of sale, on the premises, on Wednesday, June 27, 1951, at 3:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings: that is to say:

4

Your Trustees offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland, to wit:

> Lot No. 6, block A in the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 617 Wood Street.
>
> Said lot having a frontage on the southeasterly side of Wood Street, 16 ft. wide with a depth of even width of 85.68 ft.
>
> Subject to the payment of an annual ground rent of Sixty Dollars ($60.00) and to building restrictions and covenants of record, if any.
>
> The property is improved by a two-story, one family brick row house with composition roof containing four rooms and bath with a full basement.

And your Trustees sold said property unto Walker & Dunlop, Inc., a body corporate, at and for the sum of Four Thousand Dollars ($4,000) said corporation being at that price the highest bidder therefor.

A memorandum of sale is filed herewith and marked as "Exhibit B" and proof of publication of advertisement is filed herewith as "Exhibit C".

Respectfully submitted,

Oliver M. Walker

W. Laird Dunlop, III

George H. Schmidt

Trustees.

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this 5th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, and made oath in due form of law that the facts stated in the 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.

RITA GERMAN NOTARY PUBLIC BALTIMORE, MD.

Rita German Notary Public

My commission expires: May 4, 1953

EXHIBIT B

Legal Notices

Marshall, Carey, Doub & Munday,
Solicitors
1706 First National Bank Building
Baltimore 2, Maryland
TRUSTEE SALE
Of
VALUABLE IMPROVED
LEASEHOLD PROPERTY

In Arundel Village, Brooklyn, Anne Arundel County, Maryland, being premises 617 Wood Street.

Under and by virtueof the power and authority contained in a certain Deed of Trust from Thomas L. Wheatley and Margaret E. Wheatley, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated June 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 378, folio 175, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises on

WEDNESDAY, JUNE 27, 1951
At 3:00 O'Clock P. M.

all that land and premises described in said Deed of Trust as follows:

Lot No. 6, block A in the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 617 Wood Street.

Said lot having a frontage on the southeasterly side of Wood Street, 16 ft. wide with a depth of even width of 85.68 ft.

Subject to the payment of an annual ground rent of Sixty Dollars ($60.00) and to building restrictions and covenants of record, if nay.

The property is improved by a two-story, one family brick row house with composition roof containing four rooms and bath with a full basement.

TERMS OF SALE — A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges, including Sanitary District Charges and special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Court; otherwise the property will be resold at the risk and costs of the defaulting purchaser or purchasers.

Oliver M. Walker
W. Laird Dunlop, III
George H. Schmidt
Trustees

Ju-21

Filed 12 July, 1951

This is to certify that Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, on the 27th day of June, 1951, sold unto Walker & Dunlop, Inc. all the land and premises mentioned in the annexed advertisement at and for the sum of Four Thousand Dollars ($4,000).

E. T. NEWELL & CO., INC.

By John M. Miller, Jr.
John M. Miller, Jr.
Vice President

Auctioneer.

Exhibit C

OFFICE OF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1951

We hereby certify, that the annexed Trustee's Sale

Thomas L. Wheatley

was published in

June 7-14-21st May 31st

Maryland Gazette & Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of June, 1951. The first insertion being made the 31st day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

Filed 12 July, 1951

LIBER 75 PAGE 173

ORDER NISI

IN THE MATTER OF A DEED OF TRUST

FROM THOMAS L. WHEATLEY AND

~~XXXXXX~~

MARGARET E. WHEATLEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,756 Equity

Filed 12 July, 1951.

Ordered, this 12 day of July, 19 51, That the sale of the property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 day of 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.

The report states that the amount of sales to be $ 4,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy

LIBER 75 PAGE 174

FFICE 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. 10,256 Equity

IN THE MATTER OF A DEED OF TRUST FROM THOMAS L. WHEATLEY AND MARGARET E. WHEATLEY, HIS WIFE.

Ordered, this 12th day of July, 1951, That the sale of the property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $4,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-9

Filed 6 Sept., 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 5, 1951

We hereby certify, that the annexed

Order Nisi - Sale -
Equity No. 10,256
Thomas L. Wheatley

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 19th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG 2955

(Final Order)

IN THE MATTER OF A DEED OF TRUST
FROM THOMAS L. WHEATLEY AND
~~XXXXXX~~
MARGARET E. WHEATLEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 Sept., 1951.

ORDERED BY THE COURT, This 7th day of September, 1951 that the sale made and reported by the Trustee aforesaid, be and the same finally is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

IN THE MATTER OF	:	IN THE CIRCUIT COURT
A DEED OF TRUST FROM	:	FOR
THOMAS L. WHEATLEY AND	:	ANNE ARUNDEL COUNTY
MARGARET E. WHEATLEY, HIS WIFE	:	In Equity No. 10,256

Filed 6 Nov 1951

STATEMENT OF CLAIM

Statement of Claim of Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees under Deed of Trust dated June 27, 1947, to said Trustees from Thomas L. Wheatley and Margaret E. Wheatley, his wife, said Deed of Trust recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 175, and securing a Deed of Trust Note of even date in the principal sum of Four thousand two hundred dollars ($4,200) from Thomas L. Wheatley and Margaret E. Wheatley, his wife, to Walker & Dunlop, Inc.

Balance due on principal	$3,736.94
Interest at 4% from November 1, 1950 to June 1, 1951	87.15
Total Claim as of June 1, 1951	$3,824.09

[Interest accrual per diem from June 1, 1951, at 4% on $3,736.94, $.4095]

Oliver M. Walker, Trustee

W. Laird Dunlop, III, Trustee

George H. Schmidt, Trustee

10

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 25th day of June, 1951, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, and made oath in due form of law that they are the Trustees under the Deed of Trust from Thomas L. Wheatley and Margaret E. Wheatley, his wife, dated June 27, 1947, and recorded among the land records of Anne Arundel County, in Liber J.H.H. No. 378, folio 175, and that the aforegoing Statement of Claim is a true and just statement of the amount of debt claimed under said Deed of Trust now remaining due and unpaid.

RITA GERMAN NOTARY PUBLIC BALTIMORE, MD.

AS WITNESS my hand and notarial seal.

Rita German

Rita German Notary Public

My commission expires May 4, 1953

In the Case of

In the Matter of the
Deed of Trust
from
vs
Thomas L. Wheatley
and
Margaret E. Wheatley, his wife

In the
Circuit Court
For
Anne Arundel County
No. 10,256 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 28 Dec., 1951.

December 14, 1951

All of which is respectfully submitted.

Laura R. Jickling
Auditor

Dr. In the Matter of a Deed of Trust from Thomas L. Wheatley and Margaret E. Wheatley, his wife

			in ac.	
To Trustees for Commissions, viz:	40	00	40	00
To Trustees for Court costs, viz:				
Plaintiff's Solcitor's appearance fee	10	00		
Clerk of Court - Court costs	22	75		
Auditor - stating this account and two extra copies	18	00	50	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S.Fidelity & Guaranty Co.- bond premium	38	40		
E. T. Newell & Co., Inc. -auctioneer's fee	25	00		
Long distance telephone calls	1	95		
Photostatic copies	3	00	124	87
To Trustees for Taxes, viz: 1951 State and County taxes ($57.02 - adjusted to 6/27/51 - 178 days)	27	80	27	80
To Walker & Dunlop, Inc., holder of the Deed of Trust note - this balance on account claim filed	3,760	08	3,760	08
			4,003	50
Amount of claim filed by Trustees	3,824	09		
Interest on principal balance ($3,736.94) from 6/1/51 to 6/27/51 @ $.4095 per diem	11	06		
	3,835	15		
Cr. Balance on deposit in escrow account	48	47		
	3,786	68		
Cr. Amount allowed as above	3,760	08		
Balance subject to decree in personam	26	60		

with Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees

Cr.

1951						
June	27	Proceeds of Sale	4,000	00	4,000	00
		Refund 1951 water and sewer benefit charges ($6.85 - adjusted to 6/27/51 - 187 days)	3	50	3	50
					4,003	50

ORDER NISI

LIBER 75 PAGE 180

In the Matter of the
Deed of Trust
from ~~VERSUS~~
Thomas L. Wheatley
and
Margaret E. Wheatley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,265 Equity.

ORDERED, This 28 day of December, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of February, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 19 Feb., 1952.

Filed 28 Dec., 1951.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,265 Thomas L. Wheatley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of February, 1952. The first insertion being made the 30 day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

No. MG 9229

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,265 Equity
In The Matter Of The Deed Of Trust from THOMAS L. WHEATLEY and MARGARET E. WHEATLEY, his wife.

Ordered, this 28th day of December, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th 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 4th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-17

Filed 19 Feb., 1952.

LIBER 75 PAGE 181

IN THE MATTER OF A DEED OF TRUST FROM HAROLD R. GUINN AND PENCIE GUINN, HIS WIFE.	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,285

Mr. Clerk:

Please docket the above entitled case and file the attached certified copy of the Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 370, folio 120, as Exhibit A, and enter our appearance for the Trustees.

MARSHALL, CAREY, DOUB & MUNDY
and

Frank L. Fuller III

Frank L. Fuller III

Solicitors for Trustees
1706 First National Bank Building
Baltimore 2, Maryland

(Lexington 0266)

and

Ridgely P. Melvin Jr.
Annapolis, Md.

LIBER 75 PAGE 182

F. H. A. Form No. 2127b
(For use under Section 203)
(Revised May 15, 1941)

Exhibit "A"

No. 10,285 Equity

We hereby certify that this is a true and exact copy of the original Instrument as filed for Record.
Title Guarantee & Trust Company
William O Hayes Jr.
~~Vice-Pres. Asst. Treas.~~
Settlement Office

DEED OF TRUST

THIS DEED, made this 2nd day of October, 1946, by and between Harold R. Guinn and Pencie Guinn, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III and George H., Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc.

, a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Four Hundred and 00/100 Dollars ($4,400.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-six and 66/100 Dollars ($26.66), commencing on the first day of November, 1946, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1966.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Lot No. 25, Block C on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5207 Fourth Street.

Being the same lot of ground which by assignment of lease of even date herewith and recorded, or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Frank H. Creese and Company, Inc., a corporation of the State of Maryland to the said parties of the first part, subject to an annual rental of Sixty Dollars payable in equal half-yearly instalments on the second days of April and October in each and every year.

Subject to building restrictions and covenants of record;

Filed 31 July 1951

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed of Trust was truly taken and copied from Liber J. H. 370, folio 120, 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 Arudel County, this 31st day of July, A. D. 1951.

John H Hopkins 3rd Clerk.

10—4384

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well as to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the holder of the note in funds with which to discharge its obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

(I) premium charges under the contract of insurance with the Federal Housing Administrator;

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

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

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 3 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness:

WILLIAM O. HAYES, JR. _____ [SEAL]

Harold R. Guinn _____ [SEAL]

Pencie Guinn _____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 2nd day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Harold R. Guinn and Pencie Guinn, his wife, and have acknowledged the foregoing deed to be their act.

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

(seal)

WILLIAM O. HAYES, JR.
Notary Public.

STATE OF MARYLAND

LOAN NO.

Deed of Trust

HAROLD R. GUINN ET UX
PENCIE GUINN

TO

OLIVER M. WALKER
W. LAIRD DUNLOP, III
AND
GEORGE H. SCHMIDT

Trustee.

RECEIVED FOR RECORD on the 10th *day of* October *A. D. 1946, at* 11 *o'clock* A. M., *and recorded in Liber No.* 370 *at folio* 120 *one of the Land Records.*

Examined by

Recorder.

U. S. GOVERNMENT PRINTING OFFICE 16—4384

No. 10,285 Equity ✓

IN THE CIRCUIT COURT ~~XXX~~ ANNE ARUNDEL COUNTY

STATE OF MARYLAND

IN THE MATTER OF
A DEED OF TRUST
from

~~XXXXX~~

HAROLD R. GUINN and
PENCIE GUINN, his wife

In Equity No.

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT- as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand Eight Hundred and 00/100- Dollars ($ 8,800.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 30th day of July, in the year of our Lord one thousand, nine hundred and fifty-one.

Filed 31 July, 1951.

WHEREAS THE ABOVE BOUNDEN OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT

~~by virtue of a decree of the Honorable the Judge of the Circuit Court for~~ ~~XXXX been appointed trustee to sell~~ ~~mentioned in the proceedings in the case of~~

under and by virtue of the power and authority contained in a certain Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife, to said OLIVER M. WALKER, W. LAIRD DUNLOP III, AND GEORGE H. SCHMIDT will sell ~~XXXXX~~ the land and premises described in said Deed of Trust known as No. 5207 Fourth Street, Arundel Village, mentioned in the proceedings in the above entitled case- now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden OLIVER M. WALKER, W. LAIRD DUNLOP III, and GEORGE H. SCHMIDT

do and shall well and faithfully perform the trust reposed in them ~~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.

Bedford Chapin — Oliver M. Walker (SEAL)
OLIVER M. WALKER

Bedford Chapin — W. Laird Dunlop III (SEAL)
W. LAIRD DUNLOP III

Bedford Chapin — George Schmidt (SEAL)
GEORGE H. SCHMIDT

UNITED STATES FIDELITY AND GUARANTY COMPANY

J. E. Limpert
J. E. Limpert
Witness as to Surety

By Edward J. McNamara
Howard J. McNamara
Attorney in fact.

Approved this 31 July 1951
John H. Hopkins 3rd
Clerk

LIBER 75 PAGE 189 EXHIBIT B

This is to certify that Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt, Trustees, on the 3rd day of August, 1951, sold unto Walker & Dunlop, Inc., all the land and premises mentioned in the annexed advertisement at and for the sum of Four thousand two hundred and fifty dollars ($4,250).

E. T. NEWELL & CO., INC.

By John M. Miller Jr.
John M. Miller, Jr.
Vice President
Auctioneer

EXIBIT C

Filed Sept 25th 1957

LEGAL NOTICE
MARSHALL, CAREY, DOUB & MUNDY,
SOLICITORS
1706 First National Bank Building
Baltimore 2, Maryland
TRUSTEES SALE
—OF—
VALUABLE IMPROVED LEASEHOLD PROPERTY

In Arundel Village, Brooklyn, Anne Arundel County, Maryland, being premises 5207 Fourth Street.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife, to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 370, folio 120, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at public auction in front of the premises on

FRIDAY, AUGUST 3, 1951
AT 12:00 O'CLOCK P. M.

all that land and premises described in said Deed of Trust as follows:

Lot No. 25, Block C on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The Improvements thereon being known as No. 5207 Fourth Street.

Said lot having a frontage on Fourth Street 26 ft. wide with a depth of even width of 92 1/2 ft.

Subject to the payment of an annual ground rent of Sixty Dollars ($60.00) and to building restrictions and covenants of records if any.

The property is improved by a two story one unit brick row group dwelling containing four rooms including two bedrooms and bath.

TERMS OF SALE

A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges, including Sanitary Charges and special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within 5 days after final ratification thereof, by the Court; otherwise the property will be resold at the risk and costs of the defaulting purchaser or purchasers.

OLIVER M. WALKER
W. LAIRD DUNLOP, III
GEORGE H. SCHMIDT
Trustees.

a-2

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 9, 1951

We hereby certify, that the annexed Trustee's Sale - Harold R. Guinn

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 3rd day of August, 1951. The first insertion being made the 12th day of July, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

(EXH. C)

Filed Sept 25th 1957

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IN THE MATTER OF A DEED OF TRUST FROM HAROLD R. GUINN AND PENCIE GUINN, HIS WIFE	: : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No.

REPORT OF SALE

Filed Sept. 25, 1951

The report of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, under a certain Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife, dated October 2, 1946, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 370, folio 120, respectfully states:

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in the other terms and conditions of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in the said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, newspaper published weekly in Anne Arundel County and having general circulation in said county, for at least four (4) successive weeks prior to the date of sale, and after giving bond with approved security for the faithful performance of their trust, did pursuant to said notice of sale, on the premises, on Friday, August 3, 1951, at 12:00 o'clock noon, then and there proceed to sell the property mentioned in these proceedings: that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland, to wit:

> Lot No. 25, Block C on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5207 Fourth Street.
>
> Said lot having a frontage on Fourth Street, 26 feet wide with a depth of even width of 92-1/2 feet.
>
> Subject to the payment of an annual ground rent of Sixty Dollars ($60) and to building restrictions and covenants of record, if any.
>
> The property is improved by a two story one unit brick row group dwelling containing four rooms including two bedrooms and bath.

And your Trustees sold said property unto Walker & Dunlop, Inc., a body corporate, at and for the sum of Four thousand two hundred and fifty dollars ($4,250), said corporation being at that price the highest bidder therefor.

A memorandum of sale is filed herewith and marked as "Exhibit B" and proof of publication of advertisement is filed herewith as "Exhibit C".

Respectfully submitted,

Oliver M. Walker

W. Baird Dunlop III

George H. Schmidt

Trustees

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 17th day of September ~~August~~, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

RITA GERMAN NOTARY PUBLIC BALTIMORE

AS WITNESS my hand and Notarial Seal.

Rita German Notary Public

My commission expires May 4, 1953

ORDER NISI

IN THE MATTER OF

A DEED OF TRUST FROM
HAROLD R. GUINN AND
PENCIE GUINN, HIS WIFE
~~XXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,285 Equity

Ordered, this 25th day of SEPTEMBER, 1951, That the sale of the PROPERTY MENTIONED IN THESE PROCEEDINGS made and reported by OLIVER M. WALKER, W. LAIRD DUNLOP 111 and GEORGE H. SCHMIDT Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of OCTOBER next.

The report states that the amount of sales to be $ 4,250.00

John H. Hopkins 3rd Clerk.

True Copy

Filed Sept. 25-1951

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LIBER 75 PAGE 193

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1951

We hereby certify, that the annexed Order Nisi No. 10,285 equity Harold R. Guinn Sale

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of October, 1951. The first insertion being made the 27th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Butler S. Falls 8

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,285 Equity

IN THE MATTER OF A DEED OF TRUST FROM HAROLD R. GUINN AND PENCIE GUINN, HIS WIFE.

Ordered, this 25th day of September, 1951. That the sale of the Property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th 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 29th day of October next.

The report states that the amount of sales to be $4,250.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-18

Filed 7 Nov., 1951

No. MG.....

(Final Order)

IN THE MATTER OF
A DEED OF TRUST FROM
HAROLD R. GUINN AND
PENCIE GUINN, HIS WIFE
XXXXXX

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of November, 1951 that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 7 Nov., 1951

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IN THE MATTER OF	:	IN THE CIRCUIT COURT
A DEED OF TRUST FROM	:	FOR
HAROLD R. GUINN AND		ANNE ARUNDEL COUNTY
PENCIE GUINN, HIS WIFE	:	IN EQUITY NO. 10,285

: : : : :

STATEMENT OF CLAIM

Statement of Claim of Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees under Deed of Trust dated October 2, 1946, to said Trustees from Harold R. Guinn and Pencie Guinn, his wife, said Deed of Trust being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 370, folio 120, and securing a Deed of Trust Note of even date in the principal amount of Four Thousand, Four Hundred Dollars ($4,400.00) from the said Harold R. Guinn and Pencie Guinn, his wife, to Walker & Dunlop, Inc.:

Balance due on principal	$ 3,734.50
Interest at 4% from January 1, 1951 to November 30, 1951	136.93
Total Claim as of November 30, 1951	$ 3,871.43

[Interest accrues per diem from November 30, 1951 at $41.50]

Oliver M. Walker, Trustee

W. Laird Dunlop, III, Trustee

George H. Schmidt, Trustee

Filed 13 Jan., 1952

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY, that on this 10th 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 Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, and made oath in due form of law that they are the Trustees under the Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife, dated October 2, 1946, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 370, folio 120, and that the aforegoing Statement of Claim is a true and just statement of the amount of debt claimed under said Deed of Trust now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

RITA GERMAN NOTARY PUBLIC BALTIMORE MD.

Rita German

Rita German Notary Public

IN THE MATTER OF	:	IN THE CIRCUIT COURT
A DEED OF TRUST FROM	:	FOR
HAROLD R. GUINN AND	:	ANNE ARUNDEL COUNTY
PENCIE GUINN, HIS WIFE	:	IN EQUITY
	:	NO. 10,285

: : : : :

IN ACCOUNT WITH
MESSRS. OLIVER M. WALKER, W. LAIRD DUNLOP, III
AND GEORGE H. SCHMIDT, TRUSTEES

Credit

Amount of sale of leasehold property No. 5207 Fourth Street, Arundel Village, as per Report of Sale filed			$4,250.00
Excess of deposits over disbursements from Trustees' Escrow Account:			
Total deposits to Escrow Acct.		$133.41	
Disbursements from Escrow Acct., pro-rated to date of settlement, December 1, 1951:			
1951 County Sanitary Charge	$7.19		
Ground Rent due 10/2 and 4/2	50.00		
1951 County Taxes	50.05		
FHA Mortgage Insurance (10/1/50 to 10/1/51)	17.64		
Fire Insurance	1.75		
Total Disbursements		126.63	
Balance Remaining			6.78
Total Credits			$4,256.78

Debit

Trustees for their commissions on sale at 1% per Deed of Trust		$ 42.50
Trustees for their disbursements as per their vouchers in foreclosure proceedings:		
Premium on bond	$35.20 ✓	
Autioneer's commission	25.00 ✓	
Advertisement of sale	43.72 ✓	103.92
Total Debits to November 30, 1951		$146.42

Advertisement, Order Nisi, on Sale

Advertisement, Order Nisi on Auditor's Report

Plaintiff's Solicitor's appearance fee

Clerk of Court, costs

Auditor, stating account and furnishing 3 copies

In the Case of

In the Matter of a Deed of Trust

from

~~vs~~

Harold R. Guinn

and

Pencie Guinn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,285 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.

January 17, 1952

All of which is respectfully submitted.

Laura R. Jackling

Auditor.

Dr. In the Matter of a Deed of Trust from Harold R. Guinn and Pencie Guinn, his wife.

			in ac.	
To Trustees for Commissions, viz:	42	50	42	50
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	22	75		
Auditor - stating this account and making three copies	18	00	50	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	72		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S.Fidelity & Guaranty Co. -bond premium	35	20		
E. T. Newell & Co. - auctioneer's fee	25	00		
FHA. - mortgage insurance premium due 10/1/50	17	64		
J.R. Barry & Co. - fire insurance premium	1	75	137	31
To Trustees for Taxes, viz:				
1951 State and County taxes ($54.60 - adjusted to 8/3/51 - 215 days)	32	16	32	16
To Trustees for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission - 1951 water and sewer benefit charge ($7.85 -adjusted to 8/3/51 - 215 days)	4	62	4	62
To Trustees for Ground Rent, viz:				
Arundel Village Investment Corporation- ground rent due 10/2/50	30	00		
Ground rent due 4/2/51 - adjusted to 8/3/51	20	00	50	00
To Walker & Dunlop, Inc. holder of the Deed of Trust note - in full for claim filed, viz:				
Balance due on principal	3,734	50		
Interest at 4% from 1/1/51 to 8/3/51 - 215 days	89	21	3,823	71
To Harold R. Guinn and Pencie Guinn, his wife, makers of the deed of trust note - this balance	242	36	242	36
			4,383	41

with Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees Cr.

1951						
Aug.	3	Proceeds of Sale	4,250	00	4,250	00
		Total deposits is Escrow Account	133	41	133	41
					4,383	41

ORDER NISI LIBER 75 PAGE 201

In the Matter of a Deed of Trust
from
~~XXXXXX~~
Harold R. Guinn
and
Pencie Guinn, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,285 Equity.

ORDERED, This 29 day of January, 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 3 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 3 day of March next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed 1 Mar, 1952. Filed 21 [illegible], 1952

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1952

We hereby certify, that the annexed Order Nisi Auditors Acct. - Equity 10,285 Harold R. Guinn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of March, 1952. The first insertion being made the 31st day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,285 Equity
In The Matter Of A Deed Of Trust From HAROLD R. GUINN And PENCIE GUINN, His Wife.

Ordered, this 29th day of January, 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 3rd 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 3rd day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

I-14

Filed 19 Feb, 1952

No. MG. E-5619

13

In the Matter of the Sale	:	In The
of the Mortgaged	:	Circuit Court for Anne Arundel County
Real Estate of	:	Equity No. 10,349
Nathaniel Friend and Jeannette Friend, his wife.	:	

- - - - - - - - -

Mr. Clerk:

Please docket this case, enter my appearance and file original mortgage.

Frankie Wilson

Frankie Wilson - Attorney named in Mortgage

Filed 23 Feb 1951

mx $.55

MORTGAGE FEE—COUNTY—34.

LIBER 75 PAGE 203

LIBER 529 PAGE 224

No. 10,349 Equity

This Mortgage,

Made this 11th day July in the year nineteen hundred and forty-nine, by Nathaniel Friend and Jeanette Friend, his wife,

Mortgagor s of Anne Arundel County, in the State of Maryland, of the first part, and John H. McCann and Elizabeth Marie McCann, his wife, of Baltimore City, same State,

Mortgagee s, of the second part.

W H E R E A S,- the said MORTGAGORS stand bona-fide indebted unto the said Mortgagees in the full and just sum of Two Hundred and Fifty Dollars ($250.00), for the repayment of which principal sum of money together with interest to accrue thereon at the rate of six per cent. per annum, Mortgagors agree to pay in weekly installments of Four Dollars ($4.00)

A N D W H E R E A S,- it was a condition precedent to the granting of the aforesaid loan that it be secured by a mortgage, wherefore these presents are executed:

Filed 23 Oct, 1951

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s do grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all those two lot s or parcel s of ground situate and lying in Fifth Election District of Anne Arundel County, aforesaid, and described as follows:

ALL of lots numbered and designated as 592 and 593 Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31.

BEING the same lots of ground which by deed, dated May 21, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 363, folio 78, were conveyed by County Commissioners of Anne Arundel County to said Mortgagors herein.

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 **John H. McCann and Elizabeth Marie McCann, his wife,**

their heirs and assigns, forever.

PROVIDED, that if the said **Mortgagors**

their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Two Hundred and Fifty Dollars ($250.00)** 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 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 **Frankie Wilson** 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**s, their** personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of **Fifty dollars** ~~xxxxx~~ 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**s, 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**s, their** 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 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**s, their** personal representatives or assigns, or **Frankie Wilson** their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said **Mortgagors** for **themselves, their** personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee**s, 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 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 Mortgagee**s, their** personal representatives and assigns.

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

TEST:

Frankie D. Wilson
Frankie D. Wilson

Nathaniel Friend (SEAL)
Nathaniel Friend

Jeanette Friend (SEAL)
Jeanette Friend

(SEAL)

(SEAL)

LIBER 75 PAGE 206

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of July in the year nineteen hundred and forty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nathaniel Friend and Jeanette Friend, his wife,

the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared John H. McCann, one of the 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.

Frankie D. Wilson
Frankie D. Wilson

Recorded- 12th-July-1949-at-11:45-A.M.

MORTGAGE

FROM

Nathaniel Friend
and
Jeanette Friend, His wife

TO

John H. McCann
and
Elizabeth Marie McCann, his wife

Lots ~~Block~~ NO. 592 and 593 Patapsco Park, 5th District Anne Arundel Co., Maryland

Received for Record July 12, 1949
at 11-45 o'clock A.M. Same day recorded
in Liber No. 529 Folio 224 &c.,
one of the Land Records of
examined per
Clerk.
Cost of Record, $

Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

The Daily Record Company, Baltimore, Md.

Baltimore, Maryland, April 18, 1951

FOR VALUE RECEIVED, we hereby assign the within mortgage unto The Patapsco Park Land Company.

AS WITNESS our hands and seals.

John H. McCann (SEAL)
John H. McCann

WITNESS:
Robert E. Miller

Elizabeth Marie McCann (SEAL)
Elizabeth Marie McCann

In The Matter of the Sale	:	
of the Mortgaged	:	In The
Real Estate	:	Circuit Court for Anne Arundel County
of	:	Equity No. 10,349
Nathaniel Friend	:	
and	:	
Jeannette Friend, his wife.	:	

- - - - - -

STATEMENT OF MORTGAGE CLAIM

The amount of loan, dated July 11, 1949, from Nathaniel Friend and Jeannette Friend, his wife, to John H. McCann and Elizabeth Marie McCann, his wife, and secured by mortgage on property known as Lots 592 and 593 Patapsco Park, per plat filed among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, Folio 31, and recorded among the Land Records of said County in Liber JHH No. 529, folio 224, is - - - - - - - $250.00

Payments on account of principal	89.00
	$161.00
1950 and 1951 Taxes and Anne Arundel County Sanitary Commission Water Benefit Assessment	59.83
Interest from April 18, 1951 to November 18, 1951 - 7 mos. 6%	7.70
Balance of principal and interest and expenses as of November 18, 1951	$ 228.53

Filed 24 Nov, 1951

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage

Mortgagee and Attorney's Bond.

LIBER 75 PAGE 208

1-369 1m-12-32

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

Equity No. 10,349

Know All Men by These Presents:

That we Frankie Wilson of #1000 Hammonds Ferry Road, Linthicum Heights, Anne Arundel County, 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 ONE THOUSAND AND 00/100 ($1,000.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th - day of November in the year nineteen hundred and fifty-one.

Whereas, the above bounden Frankie Wilson, Attorney Named in Mortgage,

by virtue of the power contained in a Mortgage from Nathaniel Friend and Jeannette Friend

bearing date the 11th day of July nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 529, Folio 224, and

WHEREAS: the said Frankie Wilson, Attorney Named in Mortgage,

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

Now the Conditions of this Obligation are Such, That if the above bounden Frankie Wilson does and shall well and truly and faithfully perform the trust reposed in her 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

Walton D. Wilson

Attest: Walton D. Wilson

Frankie Wilson (Seal)
Frankie Wilson

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature]
Vice-President J. F. Eierman

[signature]
Assistant Secretary V. N. Mercier

Witness as to Surety:

R. H. Nichols
R.H.Nichols

approved this 24 November, 1951
John H. Hopkins, 3rd, Clerk

Filed 24 Nov., 1951

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In the Matter of the Sale :
of the Mortgaged :
Real Estate of :
Nathaniel Friend :
and :
Jeannette Friend, his wife. :

IN THE
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity No. 10,349

- - - - - - - -

Report of Sale

To The Honorable, the Judge of Said Court:

The report of sale of Frankie Wilson, attorney named in mortgage, dated July 11, 1949, from Nathaniel Friend and Jeannette Friend, his wife, to John H. McCann and Elizabeth Marie McCann, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 529, folio 224 &c., which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Southern Maryland Times, a newspaper published in Anne Arundel County for more than three weeks consecutively preceding the day of sale, Frankie Wilson, attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 23rd day of No vember, 1951, at 3:00 p.m. attended on the premises and then and there sold the property described in said mortgage, which property is more particularly described as follows:

BEING and comprising lots five hundred ninety-two (592) and five hundred ninety-three (593) Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31.

Terms of sale: Deposit of Two Hundred Dollars at time of sale and balance upon ratification by the Court, with interest at 6% from date of sale.

The said property was sold, as aforesaid, to John H. McCann, and for the sum of Two Hundred Dollars ($200.00), the said purchaser being then and there the highest bidder.

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 29 day of November, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, attorney named in aforesaid mortgage, and made oath in due form of law that the matters and facts set forth in above report of sale are true to the best of her knowledge, information and belief.

As witness my hand and Notarial Seal. Eliore G. Girault
Notary Public.

Filed 29 Nov. 1951

LIBER 75 PAGE 210

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Nathaniel Friend and Jeannette Friend, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,349 Equity

Ordered, this 29 day of November, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of January next.

The report states that the amount of sales to be $ 200.00.

John H. Hopkins, 3rd, Clerk.

True Copy.

Filed 29 Nov., 1951.

EQUITY 10,349

OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

FRANKIE WILSON, Attorney,
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

MORTGAGE SALE

— OF —

VALUABLE FEE SIMPLE PROPERTY IMPROVED

ORDER OF PUBLICATION

Under and by virtue of power and authority vested in a mortgage from Nathaniel Friend and Jeannette Friend, his wife, dated July 11, 1940, and duly recorded among the Land Records of Anne Arundel County in Liber JHH No. 529, folio 224, (default having occurred thereunder) the undersigned attorney named in mortgage will sell at public auction on the premises, 302 Zeppelin Avenue, Patapsco Park,

FRIDAY, NOVEMBER 23, 1951,
AT 3 P. M.,

Lots 592 and 593 Patapsco Park, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book GW No. 1, Folio 31, improved by a one story frame dwelling in bad repair.

Terms of Sale: Deposit of Two Hundred Dollars at time of sale, and balance upon ratification by the Court, with interest at 6% from date of sale.

FRANKIE WILSON,
Attorney named in Mortgage.
ROBERT H. CAMPBELL,
Auctioneer. n-15

Filed 2 Jan., 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 19 51

We hereby certify, that the annexed Order Publication Nathaniel Friend

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 23rd day of November, 19 51. The first insertion being made the 25th day of October, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

No. S. M. T. 1084

By Lillie J. French

8

LIBER 75 PAGE 211 OFFICE OF

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. 10,349 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of NATHANIEL FRIEND And JEANNETTE FRIEND, His Wife.

Ordered, this 20th day of November, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of January next.

The report states that the amount of sales to be $200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-27

Filed 2 Jan., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1951

We hereby certify, that the annexed

Order Nisi - Sale - Eq 10349
Nathaniel Friend

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 7th day of January, 1952. The first insertion being made the 6th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. S. M. T. 8771

TEST: ..... Clerk.

(Final Order)

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ Nathaniel Friend and Jeannette Friend, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 8th day of January, 1952, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Clk.

Filed 8 Jan., 1952

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
NATHANIEL FRIEND AND	:	NO. 10,349 EQUITY.
JEANNETTE FRIEND, HIS WIFE.	:	

- - - - - - - - -

CERTIFICATE OF ERROR BY DEPUTY CLERK.

- - - - - - - - -

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the discrepancy in date of the Order Nisi on the Report of Sale in the above Case and the Advertisement thereof is due to a typographical error on the part of the deputy clerk who made the copy for the newspaper. She dated the copy the 20 day of November, 1951, as shown in the Certificate of Publication and copy of the Advertisement, instead of the 29th day of November, 1951, as shown on the original Order Nisi.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 7 day of January, A. D., 1952.

John H. Hopkins, 3rd, Clerk

Filed 7 Jan., 1952

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Nathaniel Friend
and
Jeannette Friend, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,349 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.

January 16, 1952

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Filed 21 Jan., 1952.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of Nathaniel Friend and Jeannette Friend, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	14	00	64	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	20	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	10	00		
Robert H. Campbell - auctioneer's fee	15	00		
One-half Federal revenue stamps	2	53		
One-half State revenue stamps	2	52		
Elinore G. Girault - notary fee		50	64	55
To Attorney for Taxes, viz:				
1950 State and County taxes	22	86		
1951 State and County taxes ($13.42-adj.)	12	04	34	90
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-				
1950 water and sewer benefit charges	12	26		
1951 water and sewer benefit charges ($11.29-adj.)	10	13	22	39
			223	59
Amount of mortgage claim, viz:				
Balance due on principal	161	00		
Interest from 4/18/51 to 11/23/51	5	88		
Amount of overpayment by Attorney, as above	23	59		
Amount subject to decree in personam	190	47		

with Frankie Wilson, Attorney named in Mortgage Cr.

1951				
Nov.	23	Proceeds of Sale	200 00	200 00
		Overpayment by Attorney		23 59
				223 59

Filed 22 Aug., 1952. Filed 21 Jan., 1952

ORDER NISI LIBER 75 PAGE 216

In the Matter of the Sale of the

Mortgaged Real Estate of

~~ADDRESS~~

Nathaniel Friend

and

Jeannette Friend, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,349 Equity.

13

ORDERED, This 21 day of January, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25 day of 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 25 day of February next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d 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 of interest as the same has been or may be received.

Benjamin Michaelson
Judge

OFFICE OF

Southern Maryland Times

15

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 22 Aug., 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,349 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate of NATHANIEL FRIEND and JEANNETTE FRIEND, his wife.
Ordered, this 21st day of January, 1952, That the Report and Account of this 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 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 25th day of February next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
1-7

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,349 Nathaniel Friend

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 25th day of February, 1952. The first insertion being made the 24th day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. S.M.T. 65

By Bettie L. Carlson

14

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
CHARLES C. MATYSEK AND JUNE REGINA MATYSEK, his wife	:	(In Equity) No. 10,309

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Charles C. Matysek and June Regina Matysek, his wife to The County Trust Company, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 186.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

T. Worthington Brundige III
T. Worthington Brundige, III
Solicitor for Plaintiff

Filed 31 Aug., 1951.

LIBER 75 PAGE 218

13801

457 PAGE 186

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

No. 10,309 Equity.

MORTGAGE

THIS MORTGAGE, Made this 24th. day of August, A. D. 1948, by and between CHARLES C. MATYSEK and JUNE REGINA MATYSEK, 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 said body corporate and has received therefrom an advance of Dollars ($) by the due execution of this mortgage having been a condition precedent to the granting of said advance and being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described, in the principal sum of 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 October, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

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

16—4139

BEING known and designated as Lot No. 503 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5303 (formerly 503) Brookwood Road.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

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

Filed 31 Aug., 1951.

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.

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

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

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

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

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

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

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four ~~and one-half~~ per centum (4½%) per annum and shall be secured by this mortgage.

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

J. Hodge Smith

J. HODGE SMITH

Charles C. Matysek [SEAL]
CHARLES C. MATYSEK

June Regina Matysek [SEAL]
JUNE REGINA MATYSEK

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 24th. day of August 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared Charles C. Matysek and June Regina Matysek, 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.

Recorded Sept. 7th. 1948
at 9:10 A.M. "O.P."

J. Hodge Smith
J. HODGE SMITH
Notary Public.

FORM APPROVED ..... OEH
READY FOR RECORD ..... OEH

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

CHARLES C. MATYSEK AND

JUNE REGINA MATYSEK, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

#10309

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from the said Charles C. Matysek and June Regina Matysek, his wife

to The County Trust Company

dated the 24th day of August 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 487 Folio 186

Amount of loan	$7600.00
Less - amount paid in principal	607.25
	6992.75
Plus - unpaid interest to 10/3/1951	204.34
	7197.09
Less - balance in expense account	4.96
	$7192.13

Filed 3 Oct. 1951

STATE OF MARYLAND, ~~COUNTY~~ City OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 2nd day of October in the year nineteen hundred and fifty-one, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~county~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company holder of Mortgage

~~the mortgagee~~ in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC CITY OF BALTIMORE

Mortgagee and Attorney's Bond.

67917

LIBER 75 PAGE 223

1-369 Im-12-32

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

Equity 10,309

Know All Men by These Presents:

That we Walter S. Calwell of #19 E. Fayette Street, Baltimore, Maryland, - as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED AND 00/100 ($7500.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd - day of October - - - - - - - - in the year nineteen hundred and fifty-one.

Whereas, the above bounden Walter S. Calwell, Attorney named in Mortgage, by virtue of the power contained in a Mortgage from Charles C. Matysek and June Regina Matysek, his wife to The County Trust Company, bearing date the 24th day of August nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 487, Folio 186, and

WHEREAS: assignment of said mortgage has been made to Walter S. Calwell, and he 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, Attorney Named in Mortgage, 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. Luch

Attest:

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President, G. Lee Burgess

Witness as to Surety:
M.S. Kraus
M.S. Kraus

M.R. Gosweiler
Assistant Secretary, M.R. Gosweiler

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

Filed 3 Oct., 1951

LIBER 75 PAGE 224

MILITARY AFFIDAVIT

No. 10,309 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT;

I HEREBY CERTIFY, That on this 4th day of October 19 51 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants CHARLES C. MATYSEK AND JUNE REGINA MATYSEK, his wife against whom foreclosure proceedings were instituted are ~~is~~ not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~he is not a~~ they are not members of the Enlisted Reserve Corps, and ~~has~~ have not been ordered to report for service therein, that Charles C. Matysek is about 26 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

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 8 Oct, 1951

5

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
CHARLES C. MATYSEK AND JUNE REGINA MATYSEK, his wife	:	(In Equity) No. 10,309.

Filed 8 Oct 1951

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 186 from said Charles C. Matysek and June Regina Matysek, his wife to The County Trust Company ~~to the Baltimore Federal Savings and Loan Association, which~~ Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Evening Capital" 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 3rd day of October, 1951 at 3.10 P.M., attend the Cout House Door in Annapolis ~~on the premises~~ and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 503 as laid out of the Plat of the property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5303 (formerly 503) Brookwood Road, being more particularly and at length described in the aforementione 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,

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Fayette and St. Paul Streets
Baltimore 2, Maryland

ATTORNEY'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

5303 (formerly 503) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Charles C. Matysek and June Regina Matysek, his wife to The County Trust Company, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 487 folio 186 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, OCTOBER 3RD, 1951
AT 3:10 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 503 as laid down on Plat of property of The Ballman Company, which Plat is duly decorded 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. 5303 (formerly 503) Brookwood Road.

In fee simple. Subject to restrictive covenants and Utility Agreement, if any, affecting the property.

The improvements whereon consists of a 2 story brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from 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.

SAM. W. PATTISON & CO., Auctioneer.

o-2

Said fee simple property was sold to The County Trust Company, at and for the sum of Seventy-two Hundred ($7200.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of October, 1951 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link
Clara M. Link - Notary Public

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CHARLES C. MATYSEK and
JUNE REGINA MATYSEK, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,309 Equity

Ordered, this 8 day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of November next.

The report states that the amount of sales to be $ 7200.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

Filed 8 Oct, 1951

LIBER 75 PAGE 227 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 ANNE-ARUNDEL COUNTY
No. 10,309 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
CHARLES C. MATYSEK and JUNE REGINA MATYSEK, his wife.

Ordered, this 8th day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of November next.

The report states that the amount of sales to be $7200.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-31

Filed 26 Dec., 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1957

We hereby certify, that the annexed

Order Nisi Sale
Equity 10,309
Charles C. Matysek

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 10th day of November, 1957. The first insertion being made the 18th day of October, 1957.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. E 572

By Katherine Lamb

9

TEST: ..... Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CHARLES C. MATYSEK and
JUNE REGINA MATYSEK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 26 Dec., 1951.

ORDERED BY THE COURT, This 26th day of December, 1951, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Charles C. Matysek
and
June R. Matysek, his wife

In the
Circuit Court
For
Anne Arundel County

No. 10,309 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 Feb., 1952.

February 5, 1952

All of which is respectfully submitted.

Laura K. Dickelman
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Charles C. in ac.
Matysek and June Regina Matysek, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	246	00	296	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	35	00		
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	25	00		
One-half Federal revenue stamps	4	13		
One-half State revenue stamps	4	12		
Clara M. Link - notary fees	1	25	113	50
To The County Trust Company, mortgagee -				
This balance on account mortgage claim	6,752	75	6,752	75
			7,200	00
Amount of mortgage claim filed	7,192	13		
Cr. Amount allowed as above	6,752	75		
Balance subject to decree in personam	439	38		

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

1951				
Oct.	3	Proceeds of Sale	7,200 00	7,200 00
				7,200 00

Filed 12 Mar., 1952. Filed 7 Feb., 1952.

ORDER NISI LIBER 75 PAGE 231

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Charles C. Matysek
and
June Regina Matysek, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,309 Equity.

ORDERED, This 7 day of February, 19 52, 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 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 11 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of March, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Harrison,
A. J.

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Filed 11 Mar., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,309 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
CHARLES C. MATYSEK and JUNE REGINA MATYSEK, His Wife.

Ordered, this 7th day of February, 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 March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

JOHN H. [illegible]KINS, 3rd., Clerk.
True Copy,
JOHN H. [illegible]KINS, 3rd., Clerk.
1-22

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi and Acct. Equity 10,309 Charles C. Matysek

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of March, 1952. The first insertion being made the 9th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5636

By Billie L. Carlson

13

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife, 344 Equitable Building, Baltimore-2, Maryland, Plaintiffs,	* * * * Vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity. Equity No. 10,190

RAYMOND DUVALL and
HELEN DUVALL, his wife,
Clearview Village,
Pasadena P. O., Md.

WILLIAM WHEELER, Unmarried,
322 Washburn Avenue,
Brooklyn, Balto., Md.

BARBARA WHEELER, Widow,
514 Dennison Street,
Baltimore, Md.

CLINTON WHEELER and
ELSIE WHEELER, His wife,
322 Washburn Avenue,
Brooklyn, Balto., Md.

ANNA CLARK and
RAY CLARK, Her husband,
514 Dennison Street,
Baltimore, Md.

WILLIAM WHEELER and
TILLIE WHEELER, His wife,
913 ~~1093~~. Regester Avenue,
Baltimore, Md.-12.

HOWARD WHEELER and
MILDRED WHEELER, His wife,
624 Dennison Street,
Baltimore, Md.

RUTH REAVER and
HARVEY REAVER, Her husband,
514 Dennison Street,
Baltimore, Md.

ANNIE KRISS and
JOHN KRISS, Her husband,
Pasadena, Md.

MARY HUBBARD and
JOSEPH HUBBARD, Her husband,
105 Chester Avenue,
Eastport, Md.

LOUIS HAHN and
ELIZABETH HAHN, His wife,
Mountain Road,
Pasadena P. O., Md.

IDA JOHNSON and
EDWARD JOHNSON, Her husband,
Solley, Md.

Filed 24 Mar., 1950

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

MERLE DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

VIRGINIA DUVALL, Widow,
111 Warner Road,
Solley, Md.

WILLIAM DUVALL and
HELEN DUVALL, His wife,
Gibson Island, Md.

MILTON DUVALL,
c/o General Chemical Co.
2000 Race & McComas Street,
Baltimore, Md.,
and
ELSIE DUVALL, His wife,
3547 6th. Street,
Brooklyn, Balto., Md.

THOMAS DUVALL and
GOLDIE DUVALL, His wife,
Odenton, Md.

LEROY DUVALL, Unmarried,
111 Warner Road,
Solley, Md.

MAZIE PUMPHREY and
WILLIAM PUMPHREY, Her husband,
Odenton, Md.

FRANCIS BRIGHTNER and
MARIE BRIGHTNER, His wife,
Batt's Hill Road,
Glen Burnie P. O., Md.

VIRGINIA ARCHIBALD and
SAMUEL ARCHIBALD, Her husband,
Fort Smallwood Road,
near Rock Creek,
A. A. Co., Md.

AUDREY SZUCHNICKI and
ALEXANDER P. SZUCHNICKI, Her husband,
1212 Riverside Avenue,
Baltimore, Md.

HELEN DEANS and
FRANCIS DEANS, Her husband,
506 Spruce Street,
Durhan, North Carolina.

FLORENCE TRESS and
HOWARD TRESS, Her husband,
Hanover & Randall Streets,
Baltimore, Md.

RUSSELL WADE and
MILDRED WADE, His wife,
Millersville, Md.

WINSTON WADE, Unmarried,
[illegible] - Now c/o Russell Wade
[illegible] Millersville, Md.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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PHILIP HAHN and
MARY HAHN, His wife,
Carvel Beach Road,
A. A. Co., Md.

DANIEL HAHN and
MILDRED HAHN, His wife,
Stoney Creek Road,
(Near Shuey's Tavern),
A. A. Co., Md.

VIOLET MITCHELL and
CHARLES MITCHELL, Her husband,
Batt's Hill Road,
Solley, Md.

JACOB WADE and
LOIS WADE, His wife,
Pasadena, Md.

LEE WADE and
EMMA WADE, His wife,
Pasadena, Md.

DAISY BAUER and
HERBERT BAUER, Her husband,
Pasadena, Md.

LAURA DUVALL, Widow,
Donaldson Avenue,
Severn, Md.

VIRGINIA MAGNES and
JOHN MAGNES, Her husband ,
c/o Laura Duvall,
Donaldson Ave., Severn, Md.

GEORGE DUVALL, JR. and
VIOLET DUVALL, His wife,
Jessups, Md.

GILBERT DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

VERNON DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

ROBERT FAULKNER and wife,
c/o Laura Duvall,
Donaldson Ave.,
Severn, Md.

ROBERT FAULKNER, Unmarried,
Donaldson Avenue,
Severn, Md.

JULIUS CAPLAN and wife,
c/o Laura Duvall,
Severn, Donaldson Ave., Md.

ERMA BEALFIELD and
JOHN BEALFIELD, Her husband,
Hollins Ferry Road, Lakeland,
Baltimore County, Md.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

3

ESTHER MERSON and
LEE MERSON, Her husband,
100 Ferndale Avenue,
Ferndale, Md.

CATHERINE R. WADE, Widow,
Crain Highway & New Cut Road,
Millersville P. O., Md.

WILBUR C. WADE and
MILDRED E. WADE, His wife,
Millersville P. O., Md.

RUTH C. SCHILLINGER and
JOHN A. SCHILLINGER, Her husband,
New Cut Road & Crain Highway,
Millersville P. O., Md.

CALVIN O. WADE and
NELLIE M. WADE, His wife,
New Cut Road and Crain Highway,
Millersville P. O., Md.

WESLEY P. WHITE, SR., Widower,
17 Ferndale Avenue,
Ferndale, Md.

HELEN E. TEBBEY and
CHARLES TEBBEY, Her husband,
17 Ferndale Avenue,
Ferndale, Md.

WESLEY P. WHITE, JR. and
MARGARET L. WHITE, His wife,
Box 294, R.F.D. #4,
Elkridge-27, Waterloo Road,
Howard County, Md.

EILEEN N. PERRY and
ROBERT PERRY, Her husband,
8262 Bull Neck Court,
Dundalk-22, Md.

EMMA O. REINKEE and
ROBERT REINKE, Her husband,
712 Arlington Avenue,
Baltimore-17, Md.

JAMES WILLIAM WHITE, Unmarried
RA 13295737
Medical Holding Dept., 395th. Station Hospital,
APO 1054, c/o Postmaster, San Francisco.

KATHRYN D. HARMAN and
GEORGE HARMAN, Her husband,
1530 North Wolf Street,
Baltimore, Md.,

And all persons having or claiming to have any interest in the property known as 8.91 Acres, in the Third Election District of Anne Arundel County, on the Mountain Road, formerly assessed to Patience E. Duvall, and as hereinafter described in this Proceeding,

Defendants.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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BILL OF COMPLAINT

TO FORECLOSE EQUITY OF REDEMPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

1. That on or about September 3rd., 1929, the then Treasurer of Anne Arundel County, C. Albert Hodges, sold certain property to Henry R. Wade and Catherine R. Wade, his wife, as mentioned and described in the Certificate of Tax Sale, for the sum of Two Hundred Thirty-Five Dollars and no cents, all of which has been paid, as will more fully appear by reference to the said Certificate of Tax Sale, which is annexed hereto and marked Plaintiffs' Exhibit No. 1, and which is prayed to be taken as a part hereof.

2. That the said Henry R. Wade departed this life on or about June 5th., 1935.

3. That all of the right, title, and interest of the said Catherine R. Wade has been assigned unto your Orators, by an Assignment dated June 2nd., 1950, which appears on the bottom of the above mentioned Certificate of Tax Sale, in accordance with the provisions of Section 84 of Article 81 of the Annotated Code of Maryland, 1947 Cumulative Supplement.

4. The property mentioned in said Certificate is described as follows:

Being designated therein as five and three-quarters Acres in the Third Election District of Anne Arundel County, on Mountain Road, and assessed to Patience E. Duvall. The following description of the said property is based upon a Survey thereof made on the land by Thomas W. Shives, Surveyor, in May, 1950:

BEGINNING for the same at a stone now set in the place of an iron pipe heretofore set on the Northeast side of Mountain Road, as laid out 40 feet wide, the said beginning point being at the Southwest corner of Lot 5 as shown on a Plat entitled "Sub-division of Dunlap Estate", prepared in October, 1941, by Edward Hall, Jr., and which is recorded among the Land Records of Anne Arundel County together with a Deed from Laura C. Brooks and husband to Marvin I. Anderson, Trustee, in Liber J. H. H. No. 246 folio 431; and running thence with the Westmost line of said Lot 5, the same being the property of Ella M. Dunlap as conveyed to her by Marvin I. Anderson, Trustee, by a Deed dated Oct. 29th., 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 246 folio 436, North 22 degrees 58 minutes East Nine Hundred Eighteen and Five-Tenths (918.5) feet to a stone now set in place of a pipe heretofore set at the Northwest corner of the hereinbefore mentioned Lot 5;

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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thence leaving the said lot 5 and the said Ella M. Dunlap property and running with the South 60 degrees 19 minutes East One Thousand Six Hundred Fifteen (1,615.0) foot line of a conveyance to John J. Neidert and wife, dated December 3rd., 1928, and recorded among the said Land Records in Liber F. S. R. No. 46 folio 225, the reverse thereof, as corrected for magnetic variation, North 59 degrees 28 minutes West Four Hundred Sixty (460.0) feet to a stone now set at the beginning of the South 15 degrees 48 minutes West Nine Hundred Forty and Five-Tenths (940.5) foot line as shown on a plat of Outing Park, filed among the said Land Records in Plat Cabinet No. 2 Rod B-6 Plat No. 48, the said line also being shown on a Plat of Green Haven, filed in Plat Cabinet No. 2 Rod D-9 Plat No. 346; thence running with the lines of Outing Park (also known as Green Haven), South 18 degrees 16 minutes West Nine Hundred Fifty-Four and Sixty-Seven One-Hundredths (954.67) feet to a stone now set on the Northeast side of the hereinbefore mentioned Mountain Road; thence running with the Northeast side of Mountain Road by a curve bearing to the right to a point distant South 63 degrees 03 minutes East Eighty-Seven and Four-Tenths (87.4) feet; thence continuing with the Northeast side of the said road, South 62 degrees 48 minutes East Two Hundred Ninety-One and Five-Tenths (291.5) feet to the place of beginning; containing 8.91 Acres of land, more or less. Being the same property that was acquired by Patience E. Duvall by inheritance from her parents, Richard Todd and Barbara Todd, and which was sold as a result of default in State, County, and School Taxes, as aforesaid, and conveyed to the said Catherine R. Wade by a Deed dated September 10th., 1936, and recorded among the said Land Records in Liber F. A. M. No. 152 folio 491; and subsequently conveyed by the said Catherine R. Wade unto your Orators, the said Joseph G. Mannion and Nellie V. Mannion, his wife, by a Deed dated June 2nd., 1950, and recorded among the said Land Records in Liber J. H. H. No. 573 folio 377.

5. That according to the equity, law, and land records of Anne Arundel County, and the records of the Regester of Wills of said County, the title to said property is still vested in the names of the parties named as respondents in this proceeding.

6. That the said property has not been redeemed by any party in interest, although more than one year and a day has expired from the date of the sale.

7. The Complainants pray the Court to issue Writs of Subpoena directed to the said Respondents, above named, and whose last known addresses are set out above with their names. A copy of this Bill of Complaint has been mailed to each of the aforesaid Respondents, at their respective addresses.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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8. The Complainants pray the Court to pass an Order of Publication, to be directed to all parties in interest in the said property.

9. To redeem the property it is necessary for the respondents to pay the sum of Two Hundred Thirty-Five Dollars, with interest thereon from September 3rd., 1929, together with all taxes, interest, penalties, and costs accruing subsequent to the day of sale which have actually been paid by the tax sale purchasers or the Complainants under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland, 1947 Cumulative Supplement.

10. The Complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the property described herein, which shall be final as to the said respondents, their heirs, devisees, and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title, or interest; and which shall vest in the Plaintiffs an absolute and indefeasible title in fee simple in the property, free and clear of all alienations and descents of the said property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

AND AS IN DUTY BOUND, etc.

Hugh K. Holmes

Hugh K. Holmes, Solicitor for the Plaintiffs.

Joseph G. Mannion

Joseph G. Mannion

Nellie V. Mannion

Nellie V. Mannion

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 1st. day of December, in the year One Thousand Nine Hundred Fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Joseph G. Mannion and Nellie V. Mannion, his wife, the Plaintiffs in the aforegoing cause, and made oath in due form of law that all of the matters and things contained in the above Bill of Complaint are true and correct, to the best of their information, knowledge, and belief.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

LAW OFFICES OF HUGH K. HOLMES PASADENA POST OFFICE LAKE SHORE MARYLAND

Marie A. Durner

Marie A. Durner, Notary Public.

My Commission expires May 7th., 1951.

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife, 344 Equitable Building, Baltimore-2, Maryland, Plaintiffs,	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Vs.	*	In Equity.
RAYMOND DUVALL, et al.	*	Equity No._____

PLAINTIFFS' EXHIBIT NO. 1.

Filed 24 Mar., 1951

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1537 LIBER 75 PAGE 240

CERTIFICATE OF TAX SALE

I, Jos. H. Griscom Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Sept. 3-1929, I sold to C. A. Hodges Henry R. Wade & Catherine R Wade at public auction for the sum of 235 Dollars and — Cents, of which 235.— Dollars has been paid as a deposit on the property in 3rd Dist. described as 5 3/4 Acres on Mountain Road

and assessed to Patience E. Duvall

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~~ Sept 4-1930, 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 24 Mar., 1951

Witness my hand and seal, this 3 day of May 1950

Jos. H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 3rd day of ~~October~~ May, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Stalowski
Notary Public.

My Commission Expires MAY 7 1951

FOR VALUE RECEIVED, I hereby assign all my rights, title, and interest under the above Certificate of Tax Sale unto Joseph G. Mannion and Nellie V. Mannion, his wife, this 2nd. day of June, 1950.

Witness: Hugh K. Holmes
Hugh K. Holmes.

Catherine R. Wade (SEAL)
Catherine R. Wade

JOSEPH G. MANNION
NELLIE V. MANNION, his Wife,
344 Equitable Building,
Baltimore, #2, Maryland,
Plaintiffs,

*

*

*

*

IN THE
CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY
In Equity.
Equity No. 10,190

Vs.

RAYMOND DUVALL and
HELEN DUVALL, his wife,
Clearview Village,
Pasadena P.O., Md.

WILLIAM WHEELER, Unmarried,
322 Washburn Avenue,
Brooklyn, Balto., Md.

BARBARA WHEELER, Widow,
514 Dennison Street
Baltimore, Md.

CLINTON WHEELER and
ELSIE WHEELER, His wife,
322 Washburn Avenue
Brooklyn, Balto., Md.

ANNA CLARK and
RAY CLARK, Her husband,
514 Dennison Street,
Baltimore, Md.

WILLIAM WHEELER and
TILLIE WHEELER, His wife,
913 Rogester Avenue
Baltimore #12, Md.

HOWARD WHEELER and
MILDRED WHEELER, His wife,
624 Dennison Street
Baltimore, Md.

RUTH REAVER and
HARVEY REAVER, Her husband,
514 Dennison Street,
Baltimore, Md.

ANNIE KRISS and
JOHN KRISS, Her husband,
Pasadena, Md.

MARY HUBBARD and
JOSEPH HUBBARD, Her husband,
105 Chester Avenue,
Eastport, Md.

LOUIS HAHN and
ELIZABETH HAHN, His wife
Mountain Road,
Pasadena P. O., Md.

IDA JOHNSON and
EDWARD JOHNSON, Her husband,
Solley, Md.

Filed 24 May, 1951

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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MERLE DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

VIRGINIA DUVALL, Widow,
111 Warner Road,
Solley, Md.

WILLIAM DUVALL and
HELEN DUVALL, His wife,
Gibson Island, Md.

MILTON DUVALL,
c/o General Chemical Co.
2000 Race & McComas Street,
Baltimore 7, Md.
and
ELSIE DUVALL, His wife,
3547 6th Street,
Brooklyn, Baltimore, Md.

THOMAS DUVALL and
GOLDIE DUVALL, His wife
Odenton, Md.

LEROY DUVALL, Unmarried,
111 Warner Road,
Solley, Md.

MAZIE PUMPHREY and
WILLIAM PUMPHREY, Her husband,
Odenton, Md

FRANCIS BRIGHTNER and
MARIE BRIGHTNER, His wife,
Batt's Hill Road
Glen Burnie P. O., Md.

VIRGINIA ARCHIBALD and
SAMUEL ARCHIBALD, Her husband,
Fort Smallwood Road,
near Rock Creek,
A. A. Co., Md.

AUDREY SZUCHNICKI and
ALEXANDER P. SZUCHNICKI, Her husband,
1212 Riverside Avenue,
Baltimore, Md.

HELEN DEANS and
FRANCIS DEANS, Her husband,
506 Spruce Street,
Durham, North Carolina.

FLORENCE TRESS and
HOWARD TRESS, Her husband,
Hanover & Randall Streets,
Baltimore, Md.

RUSSELL WADE and
MILDRED WADE, His wife,
Millersville, Md.

WINSTON WADE, Unmarried,
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ c/o Russell Wade,
~~XXXXXXXXXXXXXXXXXX~~ Millersville, Md.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

//

PHILIP HAHN and
MARY HAHN, His wife,
Carvel Beach Road,
A. A. Co., Md.

DANIEL HAHN and
MILDRED HAHN, His wife,
Stoney Creek Road,
(Near Shuey's Tavern),
A. C. Co., Md.

VIOLET MITCHELL and
CHARLES MITCHELL, Her husband,
Batt's Hill Road,
Solley, Md.

JACOB WADE and
LOIS WADE, His wife,
Pasadena, Md.

LEE WADE and
EMMA WADE, His wife,
Pasadena, Md.

DAISY BAUER and
HERBERT BAUER, Her husband,
Pasadena, Md.

LAURA DUVALL, Widow,
Donaldson Avenue,
Severn, Md.

VIRGINIA MAGNES and
JOHN MAGNES, Her husband,
c/o Laura Duvall,
Donaldson Ave., Severn, Md.

GEORGE DUVALL, JR. and
VIOLET DUVALL, His wife,
Jessups, Md.

GILBERT DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

VERNON DUVALL, Unmarried,
Donaldson Avenue,
Severn, Md.

ROBERT FAULKNER and wife,
c/o Laura Duvall,
Donaldson Avenue.,
Severn, Md.

ROBERT FAULKNER, Unmarried,
Donaldson Avenue,
Severn, Md.

JULIUS CAPLAN and wife,
c/o Laura Duvall,
Severn, Donaldson Ave., Md.

ERMA BEALFIELD and
JOHN BEALFIELD, Her husband,
Hollins Ferry Road, Lakeland,
Baltimore County, Md.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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ESTHER MERSON and
LEE MERSON, Her husband,
100 Ferndale Avenue,
Ferndale, Md.

CATHERINE R. WADE, Widow,
Crain Highway & New Cut Road,
Millersville P. O., Md.

WILBUR C. WADE and
MILDRED E. WADE, His wife,
Millersville P. O., Md.

RUTH C. SCHILLINGER and
JOHN A. SCHILLINGER, Her husband,
New Cut Road & Crain Highway,
Millersville P. O., Md.

CALVIN O. WADE and
NELLIE M. WADE, His wife,
New Cut Road and Crain Highway,
Millersville P. O., Md.

WESLEY P. WHITE, SR., Widower,
17 Ferndale Avenue,
Ferndale, Md.

HELEN E. TEBBEY and
CHARLES TEBBEY, Her husband,
17 Ferndale Avenue,
Ferndale, Md.

WESLEY P. WHITE, JR. and
MARGARET L. WHITE, His wife,
Box 294, R. F. D. #4,
Elkridge- 27, Waterloo Road,
Howard County, Md.

EILEEN N. PERRY and
ROBERT PERRY, Her husband,
8262 Bull Neck Court,
Dundalk - 22, Md.

EMMA O. REINKE and
ROBERT REINKE, Her husband,
712 Arlington Avenue,
Baltimore #17, Md.

JAMES WILLIAM WHITE, Unmarried
RA 13295737
Medical Holding Dept. 395th. Station Hospital,
APO 1054, c/o Postmaster, San Francisco.

KATHRYN D. HARMAN and
GEORGE HARMAN, Her husband,
1530 North Wolf Street,
Baltimore, Md.

And all persons having or claiming to have any interest in the property known as 8.91 Acres, in the Third Election District of Anne Arundel County, on the Mountain Road, formerly assessed to Patience E. Duvall, and as hereinafter described in this Proceeding,

Defendants.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to Henry R. Wade and Catherine R. Wade, His Wife, and subsequently transferred in accordance with the applicable provisions of law to Joseph G. Mannion and Nellie V. Mannion, His Wife.

The property which is the subject matter of this suit is described as follows:

Being designated as five and three-quarters Acres in the Third Election District of Anne Arundel County, on Mountain Road, and assessed to Patience E. Duvall. The following description of the said property is based upon a Survey thereof made on the land by Thomas W. Shives, Surveyor, in May, 1950:

BEGINNING for the same at a stone now set in the place of an iron pipe heretofore set on the Northeast side of Mountain Road, as laid out 40 feet wide, the said beginning point being at the Southwest corner of Lot 5 as shown on a Plat entitled "Sub-division of Dunlap Estate", prepared in October, 1941, by Edward Hall, Jr., and which is recorded among the Land Records of Anne Arundel County together with a Deed from Laura C. Brooks and husband to Marvin I. Anderson, Trustee, in Liber J. H. H. No. 246 folio 431; and running thence with the Westmost line of said Lot 5, the same being the property of Ella M. Dunlap as conveyed to her by Marvin I. Anderson, Trustee, by a Deed dated Oct. 29th., 1941, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 246 folio 436, North 22 degrees 58 minutes East Nine Hundred Eighteen and Five-Tenths (918.5) feet to a stone now set in place of a pipe heretofore set at the Northwest corner of the hereinbefore mentioned Lot 5; thence leaving the said lot 5 and the said Ella M. Dunlap property and running with the South 60 degrees 19 minutes East One Thousand Six Hundred Fifteen (1,615.0) foot line of a conveyance to John J. Neidert and wife, dated December 3rd., 1928, and recorded among the said Land Records in Liber F. S. R. No. 46 folio 225, the reverse thereof, as corrected for magnetic variation, North 59 degrees 28 minutes West Four Hundred Sixty (460.0) feet to a stone now set at the beginning of the South 15 degrees 48 minutes West Nine Hundred Forty and Five-Tenths (940.5) foot line as shown on a plat of Outing Park, filed among the said Land Records in Plat Cabinet No. 2 Rod B-6 Plat No. 48, the said line also being shown on a Plat of Green Haven, filed in Plat Cabinet No. 2 Rod D-9 Plat No. 346; thence running with the lines of Outing Park (also known as Green Haven), South 18 degrees 16 minutes West Nine Hundred Fifty-Four and Sixty-Seven One-Hundredths (954.67) feet to a stone now set on the Northeast side of the hereinbefore mentioned Mountain Road; thence running with the Northeast side of Mountain Road by a curve bearing to the right to a point distant South 63 degrees 03 minutes East Eighty-Seven and Four-Tenths (87.4) feet; thence continuing with the Northeast side of the said road, South 62 degrees 48 minutes East Two Hundred Ninety-One and Five-Tenths (291.5) feet to the place of beginning; containing 8.91 Acres of land, more or less. Being the same property that was acquired by Patience E. Duvall by inheritance from her parents, Richard Todd and Barbara Todd, and which was sold as a result of default in State, County, and School Taxes, as aforesaid, and conveyed to the said Catherine R. Wade by a Deed dated September 10th., 1936, and recorded among the said Land Records in Liber F. A. M. No. 152 folio 491; and subsequently conveyed by the said Catherine R. Wade unto your Orators, the said Joseph G. Mannion and Nellie V. Mannion, his wife, by a Deed dated June 2nd., 1950, and recorded among the said Land Records in Liber J. H. H. No. 573 folio 377.

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 24 day of March, 1954 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

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PASADENA POST OFFICE
LAKE SHORE, MARYLAND

8 day of June, 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 Complianants a title free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk

JOHN H. HOPKINS, III, CLERK

TRUE COPY TEST

JOHN H. HOPKINS,III, 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., April 23, 1951

We hereby certify, that the annexed

Order of Publication - Eq. - 10,190

Joseph G. Mannion

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1951. The first insertion being made the 29th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By J B Macey

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Filed June 15, 1951

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife, Plaintiffs, Vs. EMMA O. REINKE and ROBERT REINKE, Her Husband, 712 Arlington Avenue, Baltimore #17, Md. Kathryn D. Harman and George Harman, Her Husband, 1530 North Wolf Street, Baltimore, Md. Audrey Szuchnicki and Alexander P. Szuchnicki, Her Husband 1212 Riverside Avenue, Baltimore, Md. Virginia Magnes and John Magnes, Her Husband c/o Laura Duvall, Donaldson Avenue, Severn, Md. Julius Caplan c/o Laura Duvall, Donaldson Avenue, Severn, Md. Robert Faulkner Donaldson Avenue, Severn, Md. Helen Deans and Francis Deans, Her Husband, 506 Spruce Street, Durham, North Carolina James William White 8262 Bullneck Court, Dundalk-22, Maryland, et al, and all persons having or claiming to have any interest in the property known as 8.91 Acres, in the Third Election District of Anne Arundel County, on the Mountain Road, formerly assessed to Patience E. Duvall, and as hereinafter described in this Proceeding, Defendants.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity Equity No. 10,190

Filed 26 Nov., 1951

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to Henry R. Wade and Catherine R. Wade, his wife, and subsequently transferred in accordance with the applicable provisions of law to Joseph G. Mannion and Nellie V. Mannion, his wife.

The property which is the subject matter of this suit is described as follows:

Being designated as five and three-quarters Acres in the Third Election District of Anne Arundel County, on Mountain Road, and assessed to Patience E. Duvall. The following title information is given: being the same property that was acquired by Patience E. Duvall by inheritance from her parents, Richard Todd and Barbara Todd, and which was sold as a result of default in State,

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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County, and School Taxes, as aforesaid, and conveyed to the said Catherine R. Wade by a Deed dated September 10th., 1936, and recorded among the said Land Records in Liber F. A. M. No. 152 folio 491; and subsequently conveyed by the said Catherine R. Wade unto your Orators, the said Joseph G. Mannion and Nellie V. Mannion, his wife, by a Deed dated June 2nd., 1950, and recorded among the said Land Records in Liber J. H. H. No. 573 folio 377. The said property as now surveyed (having been surveyed by Thomas W. Shives, Surveyor, in May, 1950) contains 8.91 Acres.

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 ~~29th.~~ 26 day of ~~September,~~ November 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 3rd. day of January, 1952, 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
John H. Hopkins, 3rd., Clerk

True Copy Test:

John H. Hopkins, 3rd., Clerk.

LIBER 75 PAGE 250

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife,	*	IN THE
Vs.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RAYMOND DUVALL and HELEN DUVALL, His Wife, et al	*	In Equity
	*	Equity No. 10,190

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1952

We hereby certify, that the annexed Order of Publication Equity 10,190 Joseph G. Mannion

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 30 day of January, 1952 The first insertion being made the 29th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti S. Carson

Filed 15th Jan. 1952

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LIBER 75 PAGE 251

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife,	*	IN THE
Vs.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RAYMOND DUVALL and HELEN DUVALL, His Wife, et al	*	In Equity
	*	Equity No. 10,190

DECREE PRO CONFESSO

The Defendants named in said proceeding, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication,

It is thereupon this 15th day of January, 1952, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said Defendants.

Benjamin Michaelson
Judge

Filed 15 Jan., 1952.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

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LIBER 75 PAGE 252

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife,	*	IN THE
Vs.	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RAYMOND DUVALL and HELEN DUVALL, His Wife, et al	*	In Equity
	*	Equity No. 10,190.

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 28th day of Jan, in the year One Thousand Nine Hundred Fifty-Two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared HUGH K. HOLMES, and after being first sworn in due form of law, did depose and say:

1. That he is the Solicitor for the Complainants in the above entitled case.

2. That the last known addresses of the respondents were reported as listed on the Complainants' Bill of Complaint, and as listed on the attached four sheets, which are marked "Inclosure No. 1", and which are incorporated herein and made a part hereof by reference.

3. That letters inclosing copies of the Complainants' Bill of Complaint were mailed to each of the said Respondents on the 28th. day of March, 1951, and that said letters were addressed to said Respondents at their said last known addresses, and bore adequate postage, and displayed my return address. That none of said letters has been returned, and it is presumed therefore that they were delivered.

4. That before the filing the Bill of Complaint in said case, an effort was made to determine the proper addresses of the said Respondents and whether or not they were deceased. That many of the Respondents were personally visited by the affiant and that diligent inquiry was made of them as to their said relatives. That in addition, the affiant consulted city directories, telephone directories, tax records and post office records in an effort to learn the correct addresses of all of the respondents.

5. That the Respondents Julius Caplan and wife were returned "Non est" and "Mortuus Est" respectively.

6. That the following named Respondents were twice returned "Non est":

Filed 5 Feb, 1952

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

nd.

Audrey Szuchnicki
Alexander P. Szuchnicki
Virginia Magnes
John Magnes
Robert Faulkner
Julius Caplan
Emma O. Reinke
Robert Reinke
James William White
Kathryn D. Harman
George Harman

7. That all of the rest of the Respondents have been returned "Summoned".

8. That he can find no better addresses for the said Respondents.

9. That all of said Respondents have been duly notified by Order of Publication of this suit.

10. That no further action having been taken by any of the parties in interest, the affiant assumes that they do not intend to oppose this suit.

Hugh K. Holmes
Hugh K. Holmes, Solicitor for Complainants.

WITNESS my hand and Notarial Seal.

Marie A. Durner
Marie A. Durner, Notary Public.

My Commission expires May 5/63.

JOSEPH G. MANNION and NELLIE V. MANNION, His Wife,	*	IN THE
	*	CIRCUIT COURT FOR
Vs.	*	ANNE ARUNDEL COUNTY
RAYMOND DUVALL and HELEN DUVALL, His Wife, et al	*	In Equity
	*	Equity No. 10,190.

DECREE

This cause standing ready for hearing and having been submitted by the Plaintiffs, the proceedings were read and considered by the Court. It appearing that the same have been conducted in substantial compliance with the provisions of the Annotated Code of Maryland, 1947 Supplement, Sections 89-I to 90-P, Article 81,

It is thereupon Ordered this 23d day of February, 1952, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity,

(1) That all rights of redemption of the respondents or of anyone claiming by, from or under them or any of them, except the Plaintiffs in this proceeding, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Henry R. Wade and Catherine R. Wade, his wife, for the nonpayment of taxes, be, and the same are hereby barred and foreclosed.

(2) That an absolute and indefeasible title in fee simple to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) is hereby vested in the Complainants.

(3) That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest, and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainants.

(4) That this Decree shall be final as to all of the said Respondents, their heirs, devisees, and personal representatives, and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title, or interest.

(5) That the Complainants shall pay the costs of these proceedings.

Benjamin Nicholson
Judge

Filed 23 Feb., 1952.

LAW OFFICES OF
HUGH K. HOLMES
PASADENA POST OFFICE
LAKE SHORE, MARYLAND

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL	:	FOR
ESTATE OF	:	ANNE ARUNDEL COUNTY
ANDREW HAMMOND	:	IN EQUITY No. 10,343

Filed 17 Oct., 1951

Mr. Clerk:

Please docket the above entitled case and file the two mortgages herewith for Foreclosure.

William L. Bull

H. Melvin Bull
Attorney named in the Mortgage
2 E. Lexington Street
Baltimore -2, Maryland

No. 10,343 Equity.

LIBER 75 PAGE 256

This Mortgage, made this 13th day of October, in the year one thousand nine hundred and fifty, between, Andrew Hammond, Single, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor the sum of

One thousand, five hundred ($1,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Forty-five ($45.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 13th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

BEGINNING for the same at the end of twenty-five perches on the first line of the whole lot of ground, and running along the outlines thereof South thirty-seven and one-quarter degrees West seventeen and one-quarter perches, South sixty-eight degrees East, one perch, South eighty-one and one-half degrees East fourteen perches, South seventy degrees East three and three-fifths perches North fifty-three and one-half degrees East seven perches to the place of beginning, containing one and one-eights acres of land more or less.

BEING the same lot and parcel of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Ellsworth J. Culver, widower, unto Andrew Hammond, single.

Filed 17 Oct, 1951

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

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

If, however, the said Mortgagor , his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor , for himself, his heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. 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 being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor , his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor consent s that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the ~~provisions of Sections 726 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898, or any amendments, additions, or supplements thereto~~ or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by H. Melvin Bull its duly constituted Attorney or Agent, under Article 66, ~~Sections 6 to 10, inclusive~~ of the Maryland Code (~~1939~~) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; 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 or City 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 radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagor , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenant s to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seal of the said Mortgagor .

WITNESS:

Norwood A. Wieneke
Norwood A. Wieneke

Andrew Hammond (SEAL)
Andrew Hammond

(SEAL)

(SEAL)

LIBER 75 PAGE 259

STATE OF MARYLAND, ~~BALTIMORE CITY~~ Anne Arundel County, TO WIT:

BOOK 609 PAGE 182

I HEREBY CERTIFY, that on this 13th day of October, in the year one thousand, nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~ Anne Arundel County, personally appeared Andrew Hammond, single, the above named Mortgagor satisfactorily proven to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be his act. At the same time also appeared Robert C. Ward, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
Notary Public
Norwood A. Wieneke

My commission expires 5-7-51

Recorded: January 30, 1951 at 3 P.M.

H. MELVIN BULL
Attorney at Law
2 E. Lexington Street
Baltimore 2, Md.

MORTGAGE

FROM

ANDREW HAMMOND, single

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Jany 30 1951 at 3 o'clock P. M.

Same day recorded in Liber Jdd No. 609 folio 179 &c. one of the Land Records of ~~Baltimore~~ Ala Co. and examined per [illegible] Clerk.

Cost of Record $ 6.00

LIBER 75 PAGE 260

BOOK 627 PAGE 285

No. 10,343 Equity

No stamps, signed S. H. Bull atty

Filed 17 Oct., 1951.

SUPPLEMENTAL

This Mortgage, made this 31st day of May, in the year one thousand nine hundred and fifty-one, between, Andrew Hammond, unmarried, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, hereinafter called Mortgagee.

WHEREAS, by a mortgage dated October 13th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 609, folio 179 from Andrew Hammond, unmarried, to United Federal Savings and Loan Association of Glen Burnie, executed for the purpose of securing an advance of One thousand, five hundred dollars ($1,500.00), and

WHEREAS, it was the intention of the said Mortgagor to pledge in addition to the lot in said mortgage described, two additional pieces or parcels of land hereinafter described, therefore, this mortgage is executed.

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

BEGINNING for the first at a stone at the end of the second line of the tract described in the aforesaid deed from Jones, thence North 59 degrees West 50.87 feet, thence South 44 1/2 degrees West 705 feet to the center of the County Road running from Jessups to Harmans; thence with the center of said Road, Easterly 154 feet to the aforesaid second line of Fields tract; thence North 36 1/2 degrees East 629 feet to the place of beginning. Containing 1 1/2 acres, more or less.

BEGINNING for the second at a stone heretofore planted on a hill at the end of the sixteenth line of the deed from J. Q. A. Jones, Trustee, to Roderick O. Shipley, dated September 4th, 1880, which beginning stone is said to be at the end of the thirteenth line of Hammonds Search; thence on the seventeenth line of the aforesaid deed from Jones to Shipley as corrected to the present magnetic bearing; North 85 3/4 degrees East 42 perches; thence running across said deed of conveyance South 18 1/4 degrees East 28 1/2 perches to the end of the ninth line of said deed; thence running and bounding on the outlines of said R. O. Shipley's land and on the lines of said deed as corrected South 76 1/4 degrees West 16 perches still the same course South 76 1/4 degrees West 19 perches to a post, South 13 3/4 degrees West 32 perches to a post, South 1 1/4 degrees East 20 1/2 perches to the land called Hammonds Search; thence bounding thereon and also on the land belonging to William Rupert, North 23 1/4 degrees West 47 1/4 perches; thence North 20 1/4 degrees West 38 perches to a post and stone; thence North 77 degrees East 24 perches to the place of beginning. Containing 16 acres,

2 roads and 30 perches of land, more or less.

SAVINGS AND EXCEPTING from the above mentioned 16 acre 2 road and 30 perch tract herein described, all that parcel of land containing 8 acres, 1 road and 30 perches of land, more or less, as described in a deed dated October 31st, 1898, from Ellsworth J. Culver, et al., to Marie Harris, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 12, folio 46.

BEING the same two lots and parcels of ground which by Confirmatory Deed dated May 17th, 1951 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Ellsworth J. Culver, widower, unto Andrew Hammond, unmarried.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

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

If, however, the said Mortgagor , his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor , for himself, his heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. 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 being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the Mortgagor , by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor , his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the ~~provisions of Sections 728 to 732 inclusive of Chapter 128 of the~~ Laws of Maryland, ~~passed at the January session in the year 1882 or any amendments, additions, or supplements thereto~~ or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by H. Melvin Bull its duly constituted Attorney or Agent, under Article 66, ~~Sections 8 to 10 inclusive~~ of the Maryland Code ~~(1982)~~ Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; 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 or City 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 radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagor , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor covenants to warrant specially said lots of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seal of the said Mortgagor .

WITNESS:

Norwood A. Wieneke

Norwood A. Wieneke

Andrew Hammond (SEAL)
Andrew Hammond

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel TO WIT:

I HEREBY CERTIFY, that on this 31st day of May, in the year one thousand, nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Andrew Hammond, unmarried, the above named Mortgagor satisfactorily proven to be the person whose name is subscribed to the within Supplemental Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Supplemental Mortgage to be his act. At the same time also appeared Robert C. Ward,

and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke
Notary Public
Norwood A. Wieneke

My commission expires 5-4-53

Recorded: June 13, 1951 at 2.20 P.M.

H. MELVIN BULL
Attorney at Law
2 E. Lexington Street
Baltimore 2, Md.

SUPPLEMENTAL
MORTGAGE
FROM
ANDREW HAMMOND, unmarried,
TO
UNITED FEDERAL SAVINGS AND LOAN ASS'N. OF GLEN BURNIE, MARYLAND

Received for record June 13 1951 at 2.20 o'clock P. M.
Same day recorded in Liber 627 No. 627 folio 288 &c. one of the Land Records of ~~Baltimore~~ A.A. Co.
and examined per John R. Hopkins Clerk.
Cost of Record $ 14.

Mortgagee and Attorney's Bond.

1-369 1m-12-32

LIBER 75 PAGE 264

68942

No 10,343

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM Casualty Company

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we H. Melvin Bull of #2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND AND 00/100 ($4,000.00) - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - day of October in the year nineteen hundred and fifty-one.

Whereas, the above bounden H. Melvin Bull,

by virtue of the power contained in 2 Mortgages from United Federal Savings & Loan Association of Glen Burnie, Maryland, vs. Andrew Hammond bearing date ~~the~~ May 31 1951 ~~day of~~ and October 18" nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 627 & 609, Folio 285 & 179, and

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

Now the Conditions of this Obligation are Such, That if the above bounden H. Melvin Bull, Attorney Named in Mortgage, do es 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

Eleanor G. Owings

Attest:
As to Surety:
M.S. Kraus

H. Melvin Bull (Seal)
H. Melvin Bull

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols
R.H. Nichols Attorney-in-Fact

Approved this 17 October, 1951
John H. Hopkins, 3rd, Clerk

Filed 17 Oct, 1951

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IN THE MATTER OF THE SALE OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR ANNE ARUNDEL COUNTY
ANDREW HAMMOND	:	IN EQUITY
		No. 10,343

REPORT OF SALE

Filed 25 Oct. 1951

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on October 18th, 1951, at 2:00 P.M. o'clock, attend on the premises, and then and there sold the property described in said mortgage unto George M. Marvel and Lena Marvel, his wife, at and for the sum of Forty-one hundred dollars ($4100.00), the best price obtainable.

RESPECTFULLY SUBMITTED,

H. Melvin Bull

H. Melvin Bull
Attorney named in the Mortgage
2 E. Lexington Street
Baltimore -2, Maryland

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24TH day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoin Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

ALAN H. STOCKSDALE NOTARY PUBLIC BALTIMORE CO., MD.

Alan H. Stocksdale

Alan H. Stocksdale, Notary Public

My Commission Expires -- May 4th, 1953.

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED	:	FOR
REAL ESTATE OF	:	ANNE ARUNDEL COUNTY
ANDREW HAMMOND	:	IN EQUITY No. 10,343

Claim of United Federal Savings & Loan Ass'n.	$1604.40
1951 Taxes	23.39
First Mortgage, Morgan & Ward	259.72
Interest, 10/13/50 to 9/19/51	14.55
Recording Supplementary Deed	4.00
Recording Supplementary Mortgage	5.00
Advertising	53.43
Bond	16.00
Total	$1980.49
Orders Ins,	16.00
	1996 49

Filed 12 Dec, 1951

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MORTGAGEE'S SALE
— OF —
IMPROVED FE
SIMPLE REAL ES

In the Fourth Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in two mortgages from Andrew Hammond, single, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, the first dated October 13th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 609, folio 170 and the second dated May 31st, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 627, folio 285 &c., (default having occurred under said mortgages) the undersigned attorney named in said mortgages will offer at public sale, on the premises, Located on Old Bannon Road, between Ridge Road and Race Road, Anne Arundel County, Maryland, on

THURSDAY, OCTOBER 18TH, 1951,
AT 2 P. M.

All those lots and parcels of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at the end of twenty-five perches on the first line of the whole lot of ground, and running along the outlines thereof South thirty-seven and one-quarter degrees West seventeen and one-quarter perches, South sixty-eight degrees East, one perch, South eighty-one and one-half degrees East fourteen perches, South seventy degrees East three and three-fifths perches North fifty-three and one-half degrees East seven perches to the place of beginning, containing one and one eighths acres of land more or less.

BEGINNING for the first at a stone at the end of the second line of the tract described in the aforesaid deed from Jones, thence North 59 degrees West 50.87 feet, thence South 44½ degrees West 705 feet to the center of the County Road running from Jessups to Harmans; thence with the center of said Road, Easterly 154 feet to the aforesaid second line of Fields tract; thence North 36½ degrees East 620 feet to the place of beginning. Containing 1½ acres, more or less.

BEGINNING for the second at a stone heretofore planted on a hill at the end of the sixteenth line of the deed from J. G. A. Jones, Trustee, to Roderick O. Shipley, dated September 4th, 1880, which beginning stone is said to be at the end of the thirteenth line of Hammonds Search; thence on the seventeenth line of the aforesaid deed from Jones to Shipley as corrected to the present magnetic bearing; North 85 3/4 degrees East 42 perches; thence running across said deed of conveyance South 18¼ degrees East 28½ perches to the end of the ninth line of said deed; thence running and bounding on the outlines of said R. O. Shipley's land and on the lines of said deed as corrected South 76¼ degrees West 16 perches still the same course South 76¼ degrees West 19 perches to a post, South 13 3/4 degrees West 32 perches to a post, South 1¼ degrees East 20½ perches to the land called Hammonds Search; thence bounding thereon and also on the land belonging to William Rupert, North 23¼ degrees West 47 1/4 perches, thence North 20¼ degrees West 38 perches to a post and stone; thence North 77 degrees East 24 perches to the place of beginning. Containing 16 acres, 2 rods and 30 perches of land, more or less.

SAVING AND EXCEPTING from the above mentioned 16 acre 2 rod and 30 perch tract herein described, all that parcel of land containing 8 acres, 1 rod and 30 perches of land, more or less, as described in a deed dated October 31st, 1898, from Ellsworth J. Culver, et al., to Marie Harris, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 12, folio 40.

Improved by a large frame dwelling in good condition and suitable out buildings.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the day of sale and the balance of the purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash, upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL,
Attorney at Law,
2 E. Lexington Street,
Baltimore 2, Maryland,
Attorney named in the Mortgage.
ROBERT H. CAMPBELL,
Auctioneer. o-11

Filed 14 dec 1951

LIBER 75 PAGE 268

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 12, 1951.

We hereby certify, that the annexed Mortgagees Sale of Improved Fee Simple Real Estate Andrew Hammond

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of October, 1951. The first insertion being made the 5th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie Fallo. 5

LIBER 75 PAGE 269

ORDER NISI

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

ANDREW HAMMOND

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,343 Equity

Filed 25 Oct. 1951

Ordered, this 25 day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by H. Melvin Bull, Attorney named in the Mortgage,

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

The report states that the amount of sales to be $ 4100.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1st, 1951.

We hereby certify, that the annexed Order Nisi No. 10,343 equity Andrew Hammond

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 3rd day of December, 1951. The first insertion being made the 1st day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie Jones

No. MG 1099

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,343 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ANDREW HAMMOND.

Ordered, this 25th day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by H. Melvin Bull, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of December next.

The report states that the amount of sales to be $4100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-22

Filed 15 Dec. 1951

TEST:.....Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

ANDREW HAMMOND

LIBER 75 PAGE 270

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 15 dec, 1951.

ORDERED BY THE COURT, This 15th day of December, 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.

LIBER 75 PAGE 271

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR ANNE ARUNDEL COUNTY
OF ANDREW HAMMOND	:	IN EQUITY
		CASE NO. 10,343

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Ethel T. Morgan and Robert C. Ward, Trading As Morgan and Ward, and H. Melvin Bull, by their Solicitor H. Melvin Bull, respectfully shows:

That the Report of Sale filed in these proceedings recites that the property was sold for Forty-one hundred dollars ($4100.00) free and clear of all encumbrances.

Filed herewith is a Mortgage from Ellsworth J. Culver and wife, to Ethel T. Morgan and Robert C. Ward, a Partnership, Trading As Morgan and Ward and H. Melvin Bull, dated April 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 465, folio 402, is a First Mortgage on the property involved in these proceedings, the said Culver and wife being predecessors in title to Andrew Hammond, who neglected to pay the balance of this First Mortgage as agreed.

The balance due your Petitioners is $265.86, as shown by a statement of Mortgage Claim filed herewith.

WHEREFORE, your Petitioners pray that an Order by passed by this Honorable Court authorizing the Auditor in stating the account to allow your Petitioners the amount of their claim.

And as in duty bound, etc.

H. Melvin Bull

H. Melvin Bull, Solicitor
2 E. Lexington Street
Baltimore 2, Maryland

Filed 13 Feb., 1952.

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ORDER OF COURT

ORDERED this 13th day of February, 1952, by the Circuit Court for Anne Arundel County, that the Auditor in stating the account in this case is hereby authorized to allow to the foregoing Petitioners, the amount of their claim, subject, however, to all proper exceptions.

Benjamin Michaelson
JUDGE

Filed 13 Feb., 1952

LIBER 75 PAGE 273

MORTGAGE FEE—COUNTY—34.

LIBER 465 PAGE 402

This Mortgage, Made this 16th day April

in the year nineteen hundred and Forty-eight by and between

Ellsworth J. Culver and Margaret Elizabeth Culver, his wife

Mortgagor s of Anne Arundel in the State of Maryland, of the first part,

and Ethel T. Morgan and Robert C. Ward a Partnership T/A Morgan and Ward and H. Melvin Bull

Mortgagee , of the second part.

WHEREAS the said mortgagors are justly and fully indebted unto the said Mortgagees in the full and just sum of Four Hundred Dollars ($400.00) which said sum so advanced is to be repaid in monthly installments, of $25.00 (Twenty-five dollars) per month, with interest thereon from the date hereof at the rate of six percent (6%) per annum, the interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagees 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 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 Mortgagees may elect.

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

Filed 13 Feb., 1952.

Md. Stamp $.55

STATE OF MARYLAND
RECORDATION TAX
ACT OF 1947
55 CENTS 55

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s, Ellsworth J. Culver and Margaret Elizabeth Culver, his wife do grant and convey unto the said Mortgagee s, Morgan and Ward and H. Melvin Bull, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

Beginning for the same at the end of twenty five perches on the first line of the whole lot of ground, and running along the outlines thereof south thirty-seven and one-quarter degrees west seventeen and one-quarter perches, south sixty-eight degrees east, one perch, south eighty-one and one-half degrees east fourteen perches, south seventy degrees east three and three-fifths perches north fifty-three and one-half degrees east seven perches to the place of beginning, containing one and one-eights acres of land more or less.

BEING the same lot and parcel of ground which by Deed dated the 30th day of January, 1946, was granted and conveyed by Ellsworth J. Culver, widower, unto Straw Man, Inc., a body corporate, recorded or intended to be recorded 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 parcel s 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, Ellsworth J. Culver and Margaret Elizabeth Culver, his wife their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Hundred Dollars ($400.00) 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, Ellsworth J. Culver and Margaret Elizabeth Culver, his wife shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors, Ellsworth J. Culver and Margaret Elizabeth Culver, for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, Ethel T. Morgan and Robert C. Ward, a partnership, T.A. Morgan and Ward and H. Melvin Bull, their personal representatives or assigns, or H. Melvin Bull 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 H. Melvin Bull their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, Ellsworth J. Culver and Margaret Elizabeth Culver, his wife for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of this mortgage 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:

Pauline M. Bozman
Pauline M. Bozman

Ellsworth J. Culver (SEAL)
Ellsworth J. Culver

Margaret E. Culver (SEAL)
Margaret Elizabeth Culver

(SEAL)

(SEAL)

LIBER 75 PAGE 276

LIBER 465 PAGE 405

STATE OF MARYLAND, SOMERSET COUNTY, TO WIT:

I Hereby Certify, that on this 16th day of April in the year nineteen hundred and Forty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ellsworth J. Culver and Margaret Elizabeth Culver, his wife the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Robert C. Ward, one of the Mortgagees 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.

Pauline M. Bozman

Pauline M. Bozman--Notary Public

Comm. Expires 5/2/49

Recorded-21st-April-1948-at-2:50-P.M.

MORTGAGE

FROM

Ellsworth J. Culver

Margaret Elizabeth Culver

TO

Ethel T. Morgan and Robert C. Ward a Partnership T/A

Morgan and Ward

BLOCK NO.

Received for Record 21 April, 1948 at 2:50 o'clock P M. Same day recorded in Liber 77 No. 465 Folio 402 &c., one of the Land Records of Anne Arundel Co. examined per John H. Robbins, Clerk.

Cost of Record, $ 5.00 Pd

The Daily Record Company, Baltimore, Md.

Le 1468

~~H. Melvin Bull~~ (SEAL)

~~Robert C. Ward~~ (SEAL)

~~A partnership trading as~~

~~Morgan and Ward~~

~~Ethel T. Morgan~~ (SEAL)

~~Pauline M. Bozman~~

~~AS WITNESS our hands and seals this 11th day of October, 1950.~~

~~FOR VALUE RECEIVED, We hereby release the within mortgage and mortgage debt.~~

LIBER 75 PAGE 277

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

210 CRAIN HIGHWAY, N. W.

GLEN BURNIE, MD.

Date: November 30, 1951

STATEMENT OF MORTGAGE ACCOUNT

Filed 13 Feb, 1952

Account No. L-877

Name Andrew Hammond

Property Old Annapolis-Harmans Rd., Jessups, Md.

Original Amount of Mortgage dated 10-13 19 50 $ 1500.00

Less—Total amount paid on account of Principal $

Plus - debit ~~Less Credit~~ Expense Account $ 20.50 $ 20.50

Net Balance $ 1520.50

Plus Interest to September 19 51 $ 83.90

Total Balance Due—Account of Mortgage Indebtedness $ 1604.40

Plus Costs: Interest to 10/18/52 4.56

Release Fee $

Recording $

Notary Public $ Total balance due $ 1608.96

Total Balance Due $ ~~1604.40~~

Ground Rent Paid to 19 Fee-simple x

19 Taxes Paid

Insurance $ Expires 19

The above statement is good until 19

Mail copy to:

Settlement through office of

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By Jaw

MORTGAGOR'S COPY

14

MORTGAGORS: Ellsworth Culver and Andrew Hammond

MORTGAGEES: Ethel T. Morgan and Robert C. Ward
T/A Morgan & Ward and H. Melvin Bull

PROPERTY: Jessup, Fourth District, Anne Arundel County, Md.

****

Balance due on Mortgage Loan----------	$238.93
Interest due to 10/18/51----------	$ 18.13
Release of mortgage----------	$ 8.80
Total amount due----------	$265.86

Filed 13 Feb., 1952.

MORGAN & WARD & H. MELVIN BULL
BY: Robert C. Ward
Robert C. Ward

Personally appeared before me, a Notary Public, for the State of Maryland, Robert C. Ward, one of the Mortgagees named in the above mentioned mortgage and made oath in due form of law that above statement is true and correct.

Witness my hand and Seal this 28th day of December, 1951.

Comm. Expires 5/3/53

Pauline M. Bozman
Pauline M. Bozman-Notary Public

15

LIBER 75 PAGE 279

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XXX~~

Andrew Hammond

In the

Circuit Court

For

Anne Arundel County

No. 10,343 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 14, 1952

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

16
17
19

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Andrew Hammond

			in ac.	
To Attorney for Commissions, viz:	153	00		
To Attorney for Fee, viz:	35	00	188	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	43		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	16	00		
Robert H. Campbell - auctioneer's fee	20	00		
Clerk of Court - recording supplementary deed and mortgage	9	00		
Thomas W. Shives - survey and house location	20	00		
One-half Federal revenue stamps	2	48		
One-half State revenue stamps	2	47		
Allan H. Stocksdale - notary fee		50	137	88
To Ethel T. Morgan and Robert C. Ward, trading as Morgan & Ward, and H. Melvin Bull, mortgagees - in full for first mortgage claim	265	86	265	86
To United Federal Savings & Loan Ass'n of Glen Burnie, second mortgagee - in full for second mortgage claim	1,608	96	1,608	96
To Andrew Hammond, mortgagor - this balance	1,861	85	1,861	85
			4,104	80

with H. Melvin Bull, Attorney named in Mortgage Cr.

1951						
Oct.	18	Proceeds of Sale	4,100	00	4,100	00
		Refund 1951 State and County taxes ($23.39) - 74 days	4	80	4	80
					4,104	80

LIBER 75 PAGE 282

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate
of
Andrew Hammond

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,343 Equity.

ORDERED, This 19 day of February, 19 52, 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 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 31 day of March next.

John H. Hopkins, 3rd, Clerk

Filed 22 Aug, 1952. Filed 19 Feb, 1952

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22nd 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~~ auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,343 Equity
IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE
OF ANDREW HAMMOND

Ordered, this 19 day of February, 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 31 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 31 day of March next.

JOHN H. HOPKINS, 3rd, Clerk.

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

m-13

Filed 22 Aug, 1952

Annapolis, Md., April 8, 1952

We hereby certify, that the annexed Order Nisi Aud Acct Equity 10,343 Andrew Hammond

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 31st day of March, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 6143

By Billie L. Carlson

18

RICHARD M. REINECKE and ELEANOR M. REINECKE, his wife Severn, Anne Arundel County Maryland	*	NO. 10,235 EQUITY
IDA T. PUMPHREY 204-2nd Ave., S.E. Glen Burnie, A.A.Co., Md.	*	IN THE
EMMA W. PUMPHREY and LINTON A. PUMPHREY, her husband Severn, A.A.Co., Maryland	*	CIRCUIT COURT
CHARLES C. LAUVER 6103 Patapsco Street Baltimore, Maryland	*	FOR
CHARLES JOHN LAUVER Greenway & D Street Glen Burnie, A.A.Co.,Md.	*	ANNE ARUNDEL COUNTY
DOROTHY EMMA JOHN and HARRY R. JOHN, her husband 4312 Valley View Avenue Baltimore 6, Maryland	*	
WILLIAM SAMUEL LAUVER and THELMA LAUVER, his wife 1603 Patapsco Street Baltimore, Maryland	*	
vs.	*	
EDWARD L. PUMPHREY 8th Avenue, North Glen Burnie, Maryland	*	
CHARLES JOHN EVANS, divorced c/o Linton A. Pumphrey Severn, A.A.Co., Maryland	*	

* * *

BILL FOR SALE OF REAL ESTATE FOR PURPOSE OF PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Richard M. Reinecke and Eleanor M. Reinecke, his wife, Ida T. Pumphrey, Emma W. Pumphrey and Linton A. Pumphrey, her husband, Charles C. Lauver, Charles John Lauver, Dorothy Emma John and Harry R. John, her husband and William Samuel Lauver and Thelma Lauver, his wife, complaining unto your Honors, shows:

Filed 28 May, 1951

1. That William Reinecke, late of Anne Arundel County, State of Maryland, departed this life intestate on or about July 5th, 1897 seized and possessed of a tract of land, containing twenty-five (25) acres, more or less, situate in the Fourth Election District of Anne Arundel County, the original deed of which is filed herewith, marked "Complainants Exhibit A" and is prayed to be taken as a part hereof.

2. That the said William Reinecke left surviving him as his only heirs at law the following:

a. His widow, Ida Reinecke, who married William R. Evans about the year of 1899 and was divorced from him a vinculo matrimonii about December 10, 1906 and died intestate about December 18, 1938. That one child, Charles John Evans, divorced, was born of this marriage.

b. A son, Richard M. Reinecke, who intermarried with Eleanor M. Reinecke.

c. A daughter, Freda Lauver, who died intestate in Anne Arundel County on or about August 29, 1938 leaving the following as her only heirs at law:

1. Charles C. Lauver, her husband, and widower
2. Charles John Lauver, a son, single
3. Dorothy E. John, a daughter, who intermarried with Harry R. John.
4. William S. Lauver, a son, who intermarried with Thelma Lauver.

d. A daughter, Ida Truitt Pumphrey, who intermarried with Edward L. Pumphrey.

e. A son, William B. Reinecke, single, who died intestate in Anne Arundel County on or about January 31, 1950, leaving as his only heirs at law his brothers and sisters, half brother, Charles John Evans, nephews and neices as herein set forth.

f. A daughter, Emma W. Pumphrey, who intermarried with Linton A. Pumphrey.

3. That the mortgage mentioned in the deed from Philip Bastien and wife to the said William Reinecke heretofore referred to as Exhibit "A" has been paid as will appear by the final account filed in the estate of Henry B. Myers. A certified copy of said account is filed herewith marked "Exhibit B" and is prayed to be taken as a part hereof.

4. That said property is improved by a five room dwelling stable, shed, corn house, well and electricity.

5. That the said real estate is not susceptable of an advantageous partition among the parties interested and cannot be divided among them without loss or injury; that a sale is necessary and for the best interest and advantage of all the parties interested in order that the proceeds thereof may be divided among the said parties in proportion to their respective interest, but inasmuch as the parties are numerous, none can be made without the aid and intervention of this Honorable Court.

6. That no notice to creditors has been given to creditors of the said Freda Lauver, deceased.

7. That Richard M. Reinecke has been duly appointed the Administrator of the estate of William B. Reinecke by the Orphans Court of Anne Arundel County and has sufficient assets with which to pay any claims filed therein.

To the End Therefore:

1. That a decree may be passed for the sale of the said real estate.

2. That a Trustee may be appointed to convey the property to the purchaser or purchasers upon ratification of said sale.

3. That notice be given to creditors of Freda Lauver.

4. That your Orators and Oratrices may have such other and further relief as their case may require.

May it please your Honor to grant unto your Orators and Oratrices the writ of subpoena directed to the said Edward L.

Pumphrey and Charles John Evans, authorizing and directing them to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc.

Solicitor for Complainants

This Deed,

Made this Twenty ninth day of February in the year one thousand eight hundred and eighty eight by Philip Bastien and Gertrude Bastien his wife of Anne Arundel County State of Maryland

Filed 28 May, 1951.
Re-filed 5 Sept., 1951.

Witnesseth, that in consideration of five hundred dollars the said Philip Bastian and Gertrude Bastien his wife do grant unto William Reinecke of Baltimore City his heirs and assigns in fee simple, all that piece or parcel of Land ground situate, lying and being in Anne Arundel County aforesaid and described as follows, to wit:

~~Beginning for the~~ Being part of a tract of land called "Partnership" situated in the fourth District of Anne Arundel County; Beginning at Thomas Dyson land and running ~~[illegible]~~ to Thomas Green's land thence with said land to a stone planted on Severn Run and thence with said run to the land now occupied by Mary Bayers - thence binding on said land containing and laid out for twenty five acres of land more or less; subject however to a mortgage from Philip Bastien & Gertrude Bastien his wife to Henry B. Bayers for $300.00 dated June 15th 1886

Plaintiffs' ~~Examiner's Exhibit~~ No 1
Not Testimony

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 piece or parcel of ground and premises above described or 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 William Reinecke in fee simple

subject however to the aforesaid mortgage

And the said William Reinecke covenants for himself his heirs and assigns to pay said sum of three hundred dollars according to the tenor of the promissory note given to said Henry Myers for said three hundred dollars when the same becomes due with interest annually

And the said Philip Bastien and Gertrude Bastien his wife covenant that they will warrant specially the property hereby granted

and that they will execute such further assurances of said Land as may be requisite.

Witness, our the hands and seals

TEST:

Stephen S. Clark

Philip Bastien SEAL.

Gertrude Bastien SEAL.

Wilhelm Reinecke

LIBER 75 PAGE 290

State of Maryland, Baltimore City **to wit:**

I Hereby Certify, *that on this* twenty ninth *day of* February *in the year one thousand eight hundred and eighty* eight *before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for* Baltimore City *aforesaid, personally appeared* Philip Bastien and Gertrude Bastien his wife and William Reinecke *and each acknowledged the foregoing Deed to be* their respective *act.*

Stephen S. Clark J.P.

State of Maryland, Baltimore City, Set:

I HEREBY CERTIFY, That Stephen S. Clark *Esquire, before whom the annexed acknowledgment* and affidavit were *made, and who has thereto subscribed his name, was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature.*

IN TESTIMONY WHEREOF, *I hereto set my hand and affix the seal of the Superior Court of Baltimore City, this* 29th *day of* February *A. D. 1888.*

[signature]

Clerk of the Superior Court of Baltimore City.

Deed.

=From=

Philip Bastien & wife

=To=

Wm Reinecke

John Murphy & Co., Printers and Stationers, 104 E. Baltimore Street, Balto.

Received for Record 19th December 1892 and same day recorded in Liber S.H. No 47 folio 578 & Land Records of Anne Arundel County

S. Sherwood
Clerk

Paid 1.50

First Account of Mary Ann Meyers and Henry J. Meyers Administrators of Henry B. Meyers, deceased.

These Accountants charges themselves with amount of Inventory		696.50
Also with excess of sale over same		37.50
Also with amt. received from William Reonig June 12th 1891		18.00
Also with amt June 12th from same 1889		18.00
Also with amt June 12th " " 1890		18.00
Also with amt. June 12th " " 1891		5.33
Also with amt of rest received for property in the City of Baltimore for the year 1891		39.00
Also by amt. received from W. H. Wade in past payment of his note		20.00
Also by amt. received William Reenig on an open Account		9.00
Also by amt. received from George Hill proceeds of sale of crop on farm		4.10
Also by amt received from Elsy Stewart proceeds of sale of Crop on farm		22.50
Also by amount received from George Hill proceeds of sale of crop		7.25
Also by amt. received from George Smith proceeds of sale of crop on farm		25.00
Also by amt received from Wesley Weber balance on Account		4.00
		$ 924.18

These Accountants prays to be allowed the following payments and disbursements, to wit:

To 10% Commission	92.41	
Less 10% State tax	9.24	83.17
By amt paid Regist r of wills as above		9.24
By amt paid P. Frederick O. Brecht No. 1		281.27
By " " Franklin Mewshaw " 2		29.76
By " " Griffith and Turner " 3		61.80
By " " Chase Bros Voucher " 4		40.00
By " " E. Horle funeral expenses 5		37.05
By " " C. W. Jones & Bros " 6		19.39
By " " Lewis Guenusen " 7		29.30
By " " John Geis " 8		112.25

Filed 28 May, 1951
Re-filed 5 Sept, 1951

EXHIBIT B, with Bill of Complaint

Plaintiffs' Exhibit #2 with Testimony

3

By	"	"	Andrew Schlegil No. 9	9.80
By	"	"	Robt Arnold " 10	6.50
By	"	"	John R. Parker " 11	35.83
By	"	"	C. C. Prather " 12	6.00
By	"	"	W. Sachse " 13	1.75
By	"	"	Register of Wills " 14	5.15
By	"	"	" " " " 15	3.75
By	"	"	" " " " 16	4.00
By	"	"	Md. Republican " 17	3.00
By	"	"	Appraisers	4.00
By	"	"	Ground rent in Balto. City	5.25
By	"	"	Henry Hines	.75
By	"	"	Taxes for 1891	93.57
By	"	"	for Oil on harness	1.00
By	"	"	Sundry expenses at sale	5.00
By	"	"	Ground rent in Balto. City	5.25
By	"	"	Water Rent " "	3.00
By	"	"	Taxes for 1890 " "	5.49
By	"	"	John I. Pence Note upon which the deceased was an endorser	30.60
By	amt paid Register of Wills stating , passing, filing, recording & copy probating and drafting report.			9.00
				942.81
			Estate over paid	$ 18.63

H. J. Myers one of the Administrators

On this 3rd day of February 1892, came H. J. Meyers one of the Administrators of Henry B. Meyers deceased and made oath on the Holy Evangely of Almighty God that the aforegoing Account as stated is just and true and that they have paid every sum for which they have Craved an allowance

Test: W. F. Petherbridge Register of Wills

LIBER 75 PAGE 293

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the First Account in the Estate

of

Henry B. Meyers *late of said County deceased*

taken from the original

being one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 12th *day of* April *in the year of our Lord, nineteen hundred and* ~~xxxx~~ fifty-one

R Glenn Prout

Register of Wills for Anne Arundel County

4

Final Account of the Estate of Henry B. Meyers, Deceased.

By Mary Ann Meyers Henry J. Meyers

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY.

This accountant charges himself with the amount of collections

MADE FROM MORTGAGE		300.00
Also interest on same		16.50
Also rent for 1891		12.00
Also amt collected from Sale of Wood		9.00
		$337.50
And these accountant prays to be allowed 10% Coms	33.75	
Less State tax 1%	3.37	30.38
By amt p id Register as above		3.37
By amt paid County Treasurer		109.82
By amt over paid estate in first acct.		18.63
By amt paid Register of Wills Stating Acct. and Copy		2.50
		164.70
Balance for distribution		$ 172.80
To Mary Ann Meyers Widow 1/3	$ 57.60	
To Mary M. Meyers Da. 1/7 Balance	16.46	
To Henry B. Meyers son 1/7 "	16.46	
To Minnie Pumphrey Da 1/7	16.46	
To Saray A. Parker da 1/7	16.46	
To Ellen E. Stevenson da 1/7	16.46	
To Abraham Meyers Son 1/7	16.45	
To Christiana Meyers da 1/7	16.45	172.80

Henry J. Meyers one of the administrators

ANNE ARUNDEL COUNTY, SS

On this 14th day of Nov. 1893, came Henry J. Meyers one of Admr. of Henry B. Meyers deceased, and made oath on the Holy Evangely of Almighty God that the aforegoing account as stated is just and true, and that they have paid or secured the payment of every sum for which they have craved an allowance.

Wilbur F. Petherbridge Register of Wills for Anne Arundel County.

LIBER 75 PAGE 295

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 Final Account of the

Estate of

Henry B. Meyers *late of said County deceased*

taken from the original

~~being one of the records filed, recorded and~~

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 12th *day of* April *in the year of our Lord, nineteen hundred and* ~~forty~~ fifty-one

R Glenn Prout

Register of Wills for Anne Arundel County

RICHARD M. REINECKE and ELEANOR M. REINECKE, his wife, and others	*	NO. 10,235 EQUITY
	*	IN
versus	*	THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
EDWARD L. PUMPHREY and another	*	

* * * * * * * * * *

MOTION TO REISSUE SUMMONS

Mr. Clerk:

Please reissue summons for Edward L. Pumphrey, Eighth Avenue North, Glen Burnie, Anne Arundel County, Maryland; and also to the Sheriff of Baltimore City for Edward L. Pumphrey, Hanover Street, Baltimore, Maryland.

Mary T. Anderson
Attorney for Plaintiffs

Filed 21 June, 1951.

RICHARD M. REINECKE, et al	*	NO. 10,235 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT FOR
EDWARD L. PUMPHREY, et al	*	ANNE ARUNDEL COUNTY

****

PETITION FOR DECREE PRO CONFESSO
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Richard M. Reinceke, et al, plaintiffs in the above case, respectfully show:

That heretofore they filed their Bill of Complaint against the defendants, Edward L. Pumphrey and Charles John Evans, praying that a decree be passed for a sale of the property mentioned in these proceedings and for other relief.

That the defendants aforesaid were duly summoned and have failed to appear or answer although the time for so doing has expired.

Wherefore, your petitioners pray:

That a Decree Pro Confesso be entered against the defendants, Edward L. Pumphrey and Charles John Evans.

And as in duty bound, etc.

Filed 23 Aug., 1951

Solicitor for Petitioners

ORDER OF COURT

The defendants, Edward L. Pumphrey and Charles John Evans, having been duly summoned to appear to the Bill of Complaint and having failed to do so, it is thereupon this 23rd day of August, 1951, by the Circuit Court of Anne Arundel County, Adjudged, Ordered, and Decreed that the Bill of Complaint be and it is hereby taken pro confesso against said defendants.

Filed 23 Aug., 1951

JUDGE

LIBER 75 PAGE 298

Richard M. Reinecke and Eleanor M. Reinecke, his wife, et al	)(	No. 10,235	Equity
	)(	In the Circuit Court	
vs.	)(	for	
Edward L. Pumphrey and Charles John Evans	)(	Anne Arundel County	

TESTIMONY ON BEHALF OF PLAINTIFFS

August 27, 1951.

Present:

Marvin I. Anderson, Esq.,
Solicitor for Plaintiffs.

John S. Strahorn, Esq.
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES:

Linton A. Pumphrey	Pages 1 to 5
Ida T. Pumphrey	Pages 6 to 9
Emma W. Pumphrey	Page 10
Eleanor M. Reinecke	Pages 11 and 12.

Mr. Clerk:

Please file.

Jno. S. Strahorn
EXAMINER

Filed 5 Sept, 1951

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

BY MR. ANDERSON:

Q. 1 Your name is Linton A. Pumphrey?

A. That's right.

Q. 2 And your address is?

A. Severn, Maryland.

Q. 3 You are the husband of Emma W. Pumphrey?

A. That's right.

Q. 4 And what relation was your wife to William Reinecke?

A. Daughter.

Q. 5 Do you know when William Reinecke died?

A. No sir, but according to family information he died in 1897, the year before my wife was born.

Q. 6 Do you know whether he left a Will or not?

A. No, according to everything we have found out he didn't.

Q. 7 Did he own any property in Anne Arundel County at the time of his death?

A. Yes.

Q. 8 What did that consist of?

A. It consisted of twenty-five acres, more or less, in the Fourth District of Anne Arundel County.

Q. 9 I ask you to look at this deed filed in this case as "Complainants' Exhibit A". Is that the deed to the property you mention?

A. Yes, it is.

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

Q. 10 Now who did Williwm Reinecke leave surviving him as his only heirs at law?

A. He left his widow, Ida Reinecke, who married William R. Evans about 1899, and was divorced from him about December 10, 1906, and she died intestate about December 18, 1938. One child was born of this second marriage and the child's name is Charles John Evans, one of the defendants in this case. By the first marriage, he left a son, Richard M. Reinecke, who is married to Eleanor M. Reinecke, a daughter, Freda Lauver, who died without a Will in Anne Arundel County about August 29, 1938, and she left as her only heirs, her husband, Charles C. Lauver, who is a widower; Charles John Lauver, a son, who is single; Dorothy E. John, a daughter, who intermarried with Harry R. John; William S. Lauver, a son, who intermarried with Thelma Lauver. He left another daughter, Ida Truitt Pumphrey, who intermarried with Edward L. Pumphrey; another son, William B. Reinecke, single, who died intestate in Anne Arundel County on or about January 31, 1950, leaving as his only heirs his brothers and sisters and his half-brother, Charles John Evans, and his nephews and nieces. And last, he left a daughter, Emma W. Pumphrey, who is my wife.

Q. 11 Are those all of the heirs of William Reinecke? Were there any other children that you know of?

A. Only a couple who died when they were babies.

Q. 12 Are all the heirs you have mentioned of age?

A. Yes.

Plaintiffs' Solicitor here offers in evidence a certified copy of the Final Account of the Administrators of the Estate of Henry B. Myers, filed herein as Complainants' Exhibit B, showing payment of the mortgage mentioned in the deed above referred to, the said "Complainants' Exhibit B" being filed with the testimony and marked "Plaintiffs' Examiner's Exhibit No. 2."

Q. 13 What improvements are on this twenty-five acre tract that William Reinecke died owning?

A. There is a house, stable, wagon shed, a corn house and tool shed.

Q. 14 What size dwelling is it?

A. About sixteen by thirty, a five room frame dwelling.

Q. 15 Is it in good condition or not?

A. Fair.

Q. 16 Is it occupied at the present time?

A. No.

Q. 17 Is there a well on the property?

A. Yes.

Q. 18 Has the house electricity in it?

A. Yes.

Q. 19 No running water in the house?

A. No.

Q. 20 Is it on a road?

A. County road.

Q. 21 From where to where?

A. From his place to the new cut road. The County road stops at his place.

Q. 22 Doesn't it go any other place?

A. That's the end of the road.

Q. 23 What do you call that road?

A. I don't know, just the County Road, in there about a mile and a quarter.

Q. 24 In your opinion, is the real estate capable of being divided amont the parties to this case to an advantage?

A. No.

Q. 25 What, in your opinion, is the best thing to do with it?

A. It's been agreed upon to sell it at auction for the high dollar.

Q. 26 Do you think it should be sold and the money divided?

A. That's the way we all decided it ought to be.

Q. 27 Do you feel that that would be for the best interest of all parties concerned?

A. I do.

Q. 28 Do you know whether notice to creditors was ever given in the estate of Freda Lauver?

A. To the best of my knowledge it was not. There was no administration.

Q. 29 Do you know who was administrator of the estate of William B. Reinecke?

A. Yes.

Q. 30 Who?

A. Richard Reinecke, his brother.

Q. 31 Has that estate been settled?

A. Yes, it has.

Q. 32 And there was sufficient assets in that estate to pay any claims that were filed?

A. Yes.

Q. 33 In your opinion, what is the fair market value of this property?

A. I would say about $4,000.00.

Q. 34 How far is the place from where you are living now?

A. It is, I would say, three miles.

Q. 35 You have known the place all your life?

A. Yes.

Q. 36 And you are perfectly familiar with it?

A. That's right.

Q. 37 Is Charles J. Evans married or divorced?

A. Divorced.

Plaintiffs' Solicitor here offers in evidence a certified copy of the decree of divorce dated November 9, 1940, passed by the Circuit Court of Baltimore City in the case of Elizabeth Evans vs. Charles J. Evans, Docket B291, 1940, the same being filed with the testimony and marked "Plaintiffs' Examiner's Exhibit No. 3."

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

Linton a Pumphrey

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

BY MR. ANDERSON:

Q. 1 Your name, please?

A. Ida T. Pumphrey.

Q. 2 And your address is what?

A. 204 Second Avenue, S. E., Glen Burnie.

Q. 3 You are a daughter of William Reinecke?

A. Yes.

Q. 4 Who is Edward L. Pumphrey?

A. He is my husband, and one of the defendants in this case.

Q. 5 When did your father die?

A. I guess about fifty-four years ago.

Q. 6 Did he leave a Will when he died?

A. No sir.

Q. 7 Did he leave a piece of property in the Fourth District?

A. Yes.

Q. 8 What does that consist of?

A. It consists of between twenty-five and thirty acres of ground with a five room house, a stable, wagon shed, corn crib, and a cellar with a shed over it.

Q. 9 Is that the same property he got from Philip Bastien?

A. That's right.

Q. 10 I understand that this property is just off the new cut road about a quarter of a mile.

A. That's right.

Q. 11 Did William Reinecke leave a widow?

A. Yes, my mother.

Q. 12 And her name was Ida Reinecke?

A. Yes.

Q. 13 Did she marry again after your father's death?

A. Yes, she did.

Q. 14 That was about two years after your father's death?

A. Something like that. She had one son by her second marriage, our half-brother, who is fifty-one now. He is the youngest.

Q. 15 What is his name?

A. Charles John Evans.

Q. 16 And he is divorced?

A. That's right.

Q. 17 I understand your mother also got a divorce from her second husband about December 10, 1906?

A. Well, he disappeared for seven years or so. Then she went and got a divorce.

Q. 18 How many children did your father have?

A. My father, he has five living.

Q. 19 Who were they, name the children?

A. Richard M. Reinecke, Freda Lauver, Ida Truitt Pumphrey, that's me, William B. Reinecke, Emma W. Pumphrey. Charles John Evans, he is the half-brother.

Q. 20 Who did Richard M. Reinecke marry?

A. Eleanor M. Myers.

Q. 21 Freda Lauver, is she living or dead?

A. She's dead.

Q. 22 Did she leave a Will?

A. No.

Q. 23 About when did she die?

A. About eleven years ago, August 29, 1938.

Q. 24 Did she leave any heirs?

A. She left her husband and three children.

Q. 25 Who was her husband?

A. Charles C. Lauver.

Q.26 Has he remarried?

A. No, he is a widower.

Q. 27 Name the children.

A. Charles John Lauver, he is single; Dorothy E. John -

Q. 28 Who did she marry?

A. Harry L. John.

Q. 29 And who else?

A. William S. Lauver.

Q. 30 Is he married?

A. Yes, he married Thelma Cook.

Q. 31 Who did you marry?

A. Edward L. Pumphrey.

Q. 32 William B. Reinecke, is he living or dead?

A. He is dead.

Q. 33 When did he die?

A. December 31, 1950.

Q. 34 Was he married or single?

A. He was single.

Q. 35 Emma W. Pumphrey, who did she marry?

A. Linton A. Pumphrey.

Q. 36 What, in your opinion, is the value of the property?

A. I think it is worth between sixty-five hundred and seven thousand dollars. The ground is very valuable now they have a good road in there and electricity. The ground is more valuable at the present time than what it used to be.

Q. 37 The buildings are in somewhat dilapidated condition, are they not?

A. Well, they're not in first class condition, but they are fair.

Q. 38 What, in your opinion, is the best thing to do with the property?

A. I think they have all decided to sell it to the highest bidder and get as much out of it as we can.

Q. 39 You mean you feel it best to sell the property and divide the money between the heirs?

A. Yes.

Q. 40 Can the property be divided advantageously between all these heirs?

A. Oh no. It would have to be sold and the money divided.

Q. 41 In your opinion, is a sale necessary, and for the best interest and advantage of all parties interested in this property?

A. Yes, I think so.

Q. 42 Do you know whether letters of administration were ever taken out on the estate of Freda Lauver?

A. No, I don't.

Q. 43 Were letters of administration taken out on the estate of William B. Reinecke?

A. Yes.

Q. 44 I believe Richard M. Reinecke was his administrator?

A. Yes.

Q. 45 And that estate has been closed, is that right?

A. As far as I know it has.

In answer to the General Question, Witness answered: "No, that's about all."

Ida T. Pumphrey

Emma W. Pumphrey, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. ANDERSON:

Q. 1 What is your name?

A. Emma W. Pumphrey.

Q. 2 You are a daughter of William Reinecke?

A. Yes.

Q. 3 And the wife of Linton A. Pumphrey?

A. Yes.

Q. 4 You have heard the testimony of Linton A. Pumphrey and of Mrs. Ida T. Pumphrey, have you not?

A. Yes, I have.

Q. 5 Was the family history pertaining to the children and relatives of William Reinecke properly given?

A. Yes.

Q. 6 And your testimony would be the same as theirs, is that right?

A. Yes.

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

Emma W Pumphrey

Eleanor M. Reinecke, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. ANDERSON:

Q. 1 Your name, please?

A. Eleanor M. Reinecke.

Q. 2 And your husband is?

A. Richard M. Reinecke.

Q. 3 Your husband is a son of William Reinecke?

A. Yes.

Q. 4 You have heard the testimony given by the other witnesses in the case, have you not?

A. Yes.

Q. 5 Was all of that correct?

A. Yes, so far as I know.

Q. 6 Your husband has administered on the estate of his brother, William B. Reinecke, has he not?

A. Yes.

Q. 7 That estate has been closed, has it not?

A. Yes.

Q. 8 What, in your opinion, is the value of the property of which William Reinecke died seized and possessed?

A. Well, someone offered my husband $5,000.00 for it, if they could have bought it for that, and it wouldn't have been going up at the Court House door for sale. They would have paid $5,000. for it, at private sale.

Q. 9 Do you know whether letters of administration were taken out on the estate of Freda Lauver?

A. I don't think so.

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

Eleanor M Reinecke

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 5th day of ~~August~~ September, 1951.

Jno S Strahan (SEAL)
EXAMINER

J.S.S. - $10.00
LRJ. 12.00

DECREE OF DIVORCE

LIBER 75 PAGE 311

ELIZABETH EVANS

vs.

CHARLES J. EVANS

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

September TERM, 19 40

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

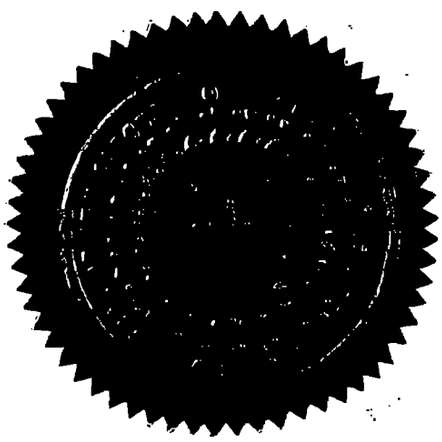
It is Thereupon, This 9th day of November, A. D. 19 40 by the Circuit Court of Baltimore City, **Adjudged, Ordered and Decreed,** that the said Elizabeth Evans the above named Complainant, be and she is hereby DIVORCED A VINCULO MATRIMONII from the Defendant, Charles J. Evans

And it is further ordered that the said complainant shall have the guardianship and custody of Shirley Evans, Charles Evans, and Roland Evans, the minor children of the parties in the proceedings mentioned, and that the said defendant shall be chargeable with their maintenance and support, subject to the further order of this Court in the premises.

Filed 5 Sept, 1951.

And it is Further Ordered, That the said Charles J. Evans pay the cost of this proceeding.

Sam'l K. Dennis



I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the decree taken from the record of proceedings in said cause.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the said Court, this 18th day of April 19 51

Henry J. Ripperger

Clerk Circuit Court of Baltimore City.

PLAINTIFFS' EXAMINER'S EXHIBIT NO. 3 WITH TESTIMONY

RICHARD M. REINECKE, et al.	*	NO. 10,235 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT FOR
EDWARD L. PUMPHREY, et al.	*	ANNE ARUNDEL COUNTY
	*	

* * *

DECREE

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

It is thereupon this 24th day of September, 1951, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold, that Marvin I. Anderson be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree, in the premises; he shall then proceed to make the said sale; having first given at least three weeks previous notice, inserted in some newspaper published in Anne Arundel County or such other notice as he may think proper; of the time, place, manner and terms of sale, which terms shall be as follows:

One-third of the purchase money to be paid in cash on the day of sale, balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with the security to be approved by the Trustee; and if not sold at public

Filed Sept. 24, 1951

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sale on the day so advertised, the said Trustee shall proceed to make sale or sales at either public or private sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed. And on ratification of such sale or sales by this Court, and on the payment of the whole purchase money, (and not before), the said Trustee, by a good and sufficient deed to be executed and acknowledged agreeable to law, shall convey to the purchaser or purchasers of said property, and to his, her or their heirs, the property to him, her or them, sold free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from such sale, or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorneys' fee and commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

And it appearing to the Court from the testimony in this case that there has been no administration of the estate of Freda Lauver, the Trustee is directed during the time the notice of the sale is published in the paper, to give notice to her creditors to file their claims in this Court in the Office of the Clerk, thereof, on or before the day of sale.

Benjamin Nicholson
Judge

LIBER 75 PAGE 314

RICHARD M. REINECKE, et al.	:	NO. 10,235 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
EDWARD L. PUMPHREY, et al	:	ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson as principal and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand dollars ($5,000.00) to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 26th day of September, in the year of our Lord one thousnd nine hundred and fifty-one.

WHEREAS, the above bounden Marvin I. Anderson was appointed Trustee by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County dated the 24th dayof September 1951, mentioned in the proceedings in the case of Richard M. Reinecke et al vs. Edward L. Pumphrey, et al. known as No. 10,235 Equity, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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

Myrtle Sharma

Marvin I. Anderson (SEAL)
Marvin I. Anderson

National Surety Corporation

By: Marvin I. Anderson
Marvin I. Anderson, Attorney-in-fac

Filed Sept. 27" 1951

approved 9/27/51
John H. Hopkins 3rd
Clerk of Circuit Court

TRUSTEE'S SALE

Valuable Farm in Fourth District of Anne Arundel County, Maryland

---

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, passed in the case of Reinecke, et al vs. Pumphrey, et al, No. 10,235 Equity, the undersigned Trustee will offer for sale at the Court House Door, Annapolis, Md., on

TUESDAY, OCTOBER 30, 1951 at 11:30 a. m.

All that tract of land said to contain twenty - five (25) acres, more or less, and described in the deed from Philip Bastein and wife to William Reinecke dated February 29, 1888 and recorded in Liber S. H. 42 folio 518.

Improvements: Five (5) room frame dwelling, stable, shed, corn house, well, electricity and is located on or near the New Cut Road leading from Gambrills to the Crain Highway.

Terms of Sale: One third cash at time of sale or all cash. balance with interest at six (6%) percent on ratification by the Court. Taxes adjusted to day of sale. Stamp taxes to be paid by purchaser.

For further particulars apply to

Marvin I. Anderson, Trustee
20 West Street, Annapolis, Md.

Nat Pumphrey, Auctioneer

NOTICE TO CREDITORS

The creditors, if any, of Freda Lauver are hereby notified to file their claims in the above case on or before the day of of sale, otherwise they may be excluded by law.

Marvin I. Anderson, Trustee

(over)

I hereby certify that I have this day purchased at public auction from Marvin I. Anderson, Trustee, the property herein described, at and for the sum of Sixty seven hundred and fifty dollars and ~~I~~ we agree to comply with the terms of sale

Witness ~~my~~ our hand and seal this 30th day of October, 1951.

Louis C Knopp (SEAL)

Etta V. Knopp (SEAL)

Filed 6 Nov, 1951

This is to certify that I have this day sold at public auction the property herein described to Louis C. & Ella V. Knopp, his w.&

at and for the sum of sixty seven hundred and fifty dollars

~~he~~ they being at that price the highest bidder thereof.

Witness my hand and seal this 30th day of October, 1951.

Nathaniel Pumphrey
Auctioneer

3/6750.
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"EXHIBIT NO. 1 "

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RICHARD M. REINECKE, et al	*	NO. 10,235 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
EDWARD L. PUMPHREY, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Marvin I. Anderson, Trustee appointed in this cause, to make sale of the real estate therein mentioned, respectfully shows: That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette and Evening Capital, newspapers published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland and circulated in said Anne Arundel County, said advertisement being for more than three weeks before the day of sale, he did pursuant to said notice attend at the Court House Door in the City of Annapolis on Tuesday, October 30, 1951, at eleven thirty a.m., the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit;

All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, containing twenty-five (25) acres, more or less, and being the same property which is described in the deed from Philip Bastien and Gertrude Bastien, his wife, to William Reinecke, dated February 29, 1888 and recorded among the Land Records of Anne Arundel County in Liber S.H.No. 42 folio 518.

That after the sale had been cried for sometime and a number of offers had been made, your Trustee received a bid for Sixty-seven hundred and fifty dollars ($6750.00) from Louis C.

Filed 6 Nov, 1951

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Knopp and Etta V. Knopp, his wife, they being the highest bidders for said property. Your Trustee, therefore, now reports to the Court the sale of the said property as aforesaid at Sixty-seven hundred and fifty dollars ($6750.00), which amount he has received in full in cash.

And your Trustee files herewith the Auctioneer's certificate and purchasers agreement marked Exhibit No. 1, with Report of Sale.

The price obtained for the property is a fair and reasonable one and the ratification of the sales as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 6 day of November in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial.

Myrtle E. Harm
Notary Public

LIBER 75 PAGE 319

ORDER NISI

RICHARD M. REINECKE, et al

versus

EDWARD L. PUMPHREY
CHARLES JOHN EVANS,
divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,235 Equity

Filed 6 Nov., 1951.

Ordered, this 6 day of November, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of December next.

The report states that the amount of sales to be $ 6750.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 21, 1951

We hereby certify, that the annexed Order Nisi No. 10,235 equity Richard M. Reinecke

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of December, 1951. The first insertion being made the 8th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betsie L. Carson

No. MG.....

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,235 Equity
RICHARD M. REINECKE, et al
Vs.
EDWARD L. PUMPHREY, CHARLES JOHN EVANS, divorced.

Ordered, this 6th day of November, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of December next.

The report states that the amount of sales to be $6,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 27 Dec., 1951.

TEST:.....Clerk.

(Final Order)

RICHARD M. REINECKE, et al

versus

EDWARD L. PUMPHREY
CHARLES JOHN EVANS,
divorced

LIBER 75 PAGE 320

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

ORDERED BY THE COURT, This 28th day of December, 1951, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 28 Dec., 1951.

RICHARD M. REINECKE and
ELEANOR M. REINECKE, his wife
Severn, Anne Arundel County
Maryland

IDA T. PUMPHREY
204-2nd Ave., S. E.
Glen Burnie, A.A.Co., Md.

EMMA W. PUMPHREY and
LINTON A. PUMPHREY, her husband
Severn, A.A.Co., Maryland

CHARLES C. LAUVER
6103 Patapsco Street
Baltimore, Maryland

CHARLES JOHN LAUVER
Greenway & D Street
Glen Burnie, A.A. Co., Md.

DOROTHY EMMA JOHN and
HARRY R. JOHN, her husband
4312 Valley View Avenue
Baltimore 6, Maryland

WILLIAM SAMUEL LAUVER and
THELMA LAUVER, his wife
1603 Patapsco Street
Baltimore, Maryland

vs.

EDWARD L. PUMPHREY
8th Avenue, North
Glen Burnie, Maryland

CHARLES JOHN EVANS, divorced
c/o Linton A. Pumphrey
Severn, A.A. Co., Maryland

No. 10,235 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

oOo

MR. CLERK:-

Please enter my appearance in the above entitled case as Attorney for Edward L. Pumphrey, one of the Defendants therein.

By: [signature]
Stahl and Bacharach, Attorneys

Filed 23 Nov., 1951

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RICHARD M. REINECKE, et al	*	NO. 10,235 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
EDWARD L. PUMPHREY, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

PETITION FOR ALLOWANCE OF COUNSEL FEE
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson respectfully shows:

1. That by reference to the Bill of Complaint and other proceedings in this case it will be seen that William Reinecke departed this life intestate on July 5, 1897 seized and possessed of about twenty-five acres and improvements in the Fourth Election District of Anne Arundel County.

2. That said William Reinecke left surviving him, his widow, Ida Reinecke, who married William R. Evans about 1899 and was divorced from him December 10, 1906 and died about December 18,1938. That one child, Charles John Evans, was born of this marriage. That the said William Reinecke also left five children, one of which was deceased at the time of filing the Bill of Complaint, leaving four children. That there are seven plaintiffs and two defendants.

3. That to enable your petitioner to proceed intelligently it was necessary to examine the title from 1897 to date as to the widow, five children and four grandchildren.

4. That your petitioner prepared all the papers in this case, such as, Bill of Complaint, Advertisement of Sale and Notice to Creditors, Report of Sale and Decree, etc.

5. That he arranged for taking of testimony, appeared and examined the witnesses and established the allegations of the Bill of Complaint.

Filed 10 Jan., 1952.

21

6. That the property sold for $6750.00.

7. That in view of the services rendered by your petitioner, all of which has inured to the benefit of the parties to the case, he feels that he is entitled to a reasonable fee, and therefore, requests your Honors to pass an order authorizing the payment of same.

AND AS IN DUTY BOUND, ETC.

Marvin I. Anderson
Petitioner

CERTIFICATE OF COUNSEL

We, the undersigned, members of the Bar of Anne Arundel County, do hereby certify that we have examined the papers in the above entitled case; and in our opinion, a fee of $ 450.00 would be a fair and reasonable fee to be allowed Marvin I. Anderson for services rendered.

James C. Morton, Jr.
Richard E. Lankford
Louis M. Strauss
William W. Trimble
Albert J. Goodman

Filed 10 Jan., 1952

ORDER OF COURT

Upon the aforegoing petition of Marvin I. Anderson and the certificate of the members of the Bar of Anne Arundel County, it is thereupon this 10th day of January, 1952, by the Circuit Court for Anne Arundel County in Equity ordered that Marvin I. Anderson, solicitor for the complainants in the above entitled cause, be allowed the sum of $ 200.00 as a fee for services rendered, subject to proper exceptions.

Benjamin Michaelson
JUDGE

Filed 10 Jan., 1952

LIBER 75 PAGE 324

RICHARD M. REINECKE, et al	:	NO. 10,235 EQUITY
vs.	:	IN THE
EDWARD L. PUMPHREY, et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson as principal and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Two thousand dollars ($2,000.00) to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 22nd day of January, in the year of our Lord one thousand nine hundred and fifty-two.

WHEREAS, the above bounden Marvin I. Anderson was appointed Trustee by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County dated the 24th day of September 1951, mentioned in the proceedings in the case of Richard M. Reinecke, et al, vs. Edward L. Pumphrey, et al, known as No. 10,235 Equity, now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson 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

Marvin I. Anderson (SEAL)
Marvin I. Anderson

National Surety Corporation
By: Marvin I. Anderson
Marvin I. Anderson, Attorney-in-fac

Filed 24 Jan., 1952.

Approved this 24 Jan., 1952.
John F. Hopkins, Jr., Clerk

LIBER 75 PAGE 325

In the Case of

Richard M. Reinecke
and
Eleanor M. Reinecke, his wife, et al
vs.
Edward L. Pumphrey
and
Charles John Evans

In the

Circuit Court

For

Anne Arundel County

No. 10,235 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 29 Jan., 1952.

January 25, 1952

All of which is respectfully submitted.

Laura R. Jahling
Auditor.

Dr. Richard M. Reinecke and Eleanor M. Reinecke, his wife, et al
vs. Edward L. Pumphrey and Charles John Evans, divorced

in ac.

To Trustee for Commissions, viz:	232	50		
To Trustee for Fee (Order 1/10/52)	200	00	432	50
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	40	50		
Jos. W. Alton - Sheriff's costs	1	45		
Jos. C. Degan - Sheriff's costs	2	35		
L. R.Jickling - stenographic record	12	00		
John S. Strahorn - Examiner's fee	10	00		
Auditor - statingtthis account	36	00	122	30
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	19	68		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills & tax	10	71		
National Surety Co. - bond premiums	30	00		
Nathaniel Pumphrey - auctioneer's fee	50	00		
Clerk of Circuit Court for Baltimore City - certified copy of decree of divorce	1	00		
Myrtle Sturm - notary fee		50	125	89
To Trustee for Taxes, viz:				
1951 State and County Taxes ($43.08 - adjusted to 10/30/51)	35	90	35	90

BALANCE FOR DISTRIBUTION - $6,033.41			
Distributed to children and heirs at law of William Reinecke, who died July 5, 1897, viz:			
To Richard M. Reinecke, son - one fifth	1,206	68	
To Heirs of Freda Lauva, daughter, who died 8/29/38, viz:			
(1) Charles C. Lauva, widower - one-fifteenth $402.23 LESS Direct inheritance tax 4.02	398	21	
(2) Charles J. Lauva, son - two-forty-fifths $268.15 LESS Direct inheritance tax 2.68	265	47	
(3) Dorothy E. John, daughter - two-forty-fifths $268.15 LESS Direct inheritance tax 2.68	265	47	
(4) William S. Lauva, son - two-forty-fifths $268.15 LESS Direct inheritance tax 2.68	265	47	
To Ida Truitt Pumphrey, daughter - one-fifth	1,206	68	
To Emma W. Pumphrey, daughter -one-fifth	1,206	68	
To Heirs at Law of William B. Reinecke, son, who died January 31, 1950, viz:			
(1) Richard M. Reinecke, brother - one-twenty-fifth $ 241,34 LESS 7½% collateral inheritance tax 18.10	223	24	
(2) Ida T. Pumphrey, sister - one-twenty-fifth $ 241.34 LESS collateral inheritance tax 18.10	223	24	
(3) Emma W. Pumphrey, sister- one-twenty-fifth $ 241.34 LESS Collateral inheritance tax 18.10	223	24	
(4) Charles John Evans, half-brother- one-twenty-fifth $ 241.34 LESS Collateral inheritance tax 18.10	223	24	
(5) Children of Freda Lauver, sister- (who died 1938), viz:			
A. Charles J. Lauver, son - one-seventy-fifth	80	44	
B. Dorothy E. John, daughter - one-seventy-fifth	80	44	
C. William S. Lauver, son - one-seventy-fifth	80	45	
To R. Glenn Prout, Register of Wills - total direct and collateral inheritance taxes, as above	84	46	6,033 41
			6,750 00

with Marvin I. Anderson, Trustee Cr.

1951				
Oct.	30	Proceeds of Sale	6,750 00	6,750 00
				6,750 00

LIBER 75 PAGE 329

ORDER NISI

Richard M. Reinecke,
et al
VERSUS
Edward L. Pumphrey,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,235 Equity.

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ORDERED, This 29 day of January, 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 3 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 3 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of March, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

26

Filed 5 Mar., 1952. Filed 29 Jan., 1952.

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

CERTIFICATE OF PUBLICATION

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,235 Equity
RICHARD M. REINECKE, et al
Vs.
EDWARD L. PUMPHREY, et al.
Ordered, this 29th day of January, 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 3rd 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 3rd day of March next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
f-14

Filed 5 Mar., 1952.

Annapolis, Md., February 20, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,235 Edward L. Pumphrey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of March, 1952. The first insertion being made the 31st day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 5618

By Billie L. Carlson

25

The Housing Authority of the City of Annapolis, a body corporate, 89 College Avenue, Annapolis, Md.	:	No. 10,310 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Harry E. Feldmeyer, 504 President Street, Eastport, Maryland.	:	Anne Arundel County

: : : : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Orator, The Housing Authority of the City of Annapolis a body corporate, respectfully represents:

1.

That the said The Housing Authority of the City of Annapolis is a body corporate of the State of Maryland, created by the Legislature.

2.

That Harry E. Feldmeyer is the owner of a tract of land lying, being and situate in the Sixth Election District of Anne Arundel County, formerly the Second Election District, part of which said tract of land is described in the contract, and as such owner said Harry E. Feldmeyer on or about the 11th day of September, 1950, agreed with your Orator to sell the tract of land described in the contract at and for the sum of Thirty-Five Thousand ($35,000) Dollars as will more fully appear by reference to the contract filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein, said contract provided that the offer is irrevocable for a period of forty-five (45) days and to remain in force thereafter until terminated by the seller. That the said contract has never been revoked.

Filed 31 Aug., 1951

That your Orator stands ready, willing and able to buy the property for the price set forth in the contract but the Defendant refuses to convey the same.

To the end, therefore:

1. That this Honorable Court may declare specific performance of the tract of land mentioned in the contract upon the payment to the Defendant of Thirty-Five Thousand ($35,000) Dollars.
2. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 30th day of August, in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walter T. Schmidt, Executive Director of the Plaintiff, who made oath in due form of law that the matters and facts set forth in the aforegoing bill of complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Notary Public

USHA 422
(Rev. 5-24-39)

LIBER 75 PAGE 332

Project MD-1-2

Parcel No. A + B

OFFER OF SALE OF LAND

In consideration of the sum of one dollar ($1) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned (hereinafter called the "seller"), being the owner thereof, hereby offers and agrees to sell and convey to the THE HOUSING AUTHORITY OF THE CITY OF ANNA [illegible] (hereinafter called the "Local Authority") or its assignee or nominee the following-described property, located in the city or 2nd Election Dist., of county of Anne Arundel, State of Maryland, being the two acre tract of land formerly known as the East Port Trailer Camp, as surveyed by J. R. McCrone, Jr. in November, 1941, for the Farm Security Administration; and also all that tract of land under lease to the Public Housing Administration under date of June 17, 1943, known as President Court, including the bed of President Street as contained in said lease; and further a permanent easement under the lands of the said seller for a right-of-way as upon the following terms and conditions: (over)

Upon closing, the seller shall convey to the Local Authority or its assignee or nominee by general warranty deed a good and marketable fee-simple title thereto, together with all improvements, hereditaments, and appurtenances thereunto belonging, free and clear of all liens (except liens for current taxes and assessments), easements, restrictions, delinquent taxes and assessments, leases and encumbrances of any kind, existing or inchoate with proper release of dower, curtesy, and waiver of homestead rights, if any, together with all of his right, title, and interest in and to any streets or alleys adjoining or abutting thereon. Taxes and assessments shall be adjusted as of the time of closing. Possession shall be delivered to the Authority at the time of closing.

The total purchase price shall be $35,000.00 All expenses of examination of title and of preparation and recording the deed shall be paid by the Local Authority. Payment of the purchase price shall be made upon transfer of title to the Local Authority.

This offer shall be irrevocable for a period of [illegible] days from the date hereof and shall remain in force thereafter until terminated by the seller. Such termination may be effected at any time after the expiration of such [illegible] day period by seller giving 30 days' prior written notice to the Authority of such termination. In accepting this offer the Local Authority shall endorse its acceptance hereon and mail notice thereof to the seller at the address specified below. The Local Authority shall specify the place and time of closing, which shall be not more than 60 days after the date of acceptance. The seller agrees that this offer shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the Local Authority. This agreement shall be binding upon the seller and his heirs, executors, administrators, successors, and assigns.

Notwithstanding the prior exercise of this offer, the Local Authority in lieu of completing the purchase of said premises may, at any time prior to closing, proceed to acquire the same by condemnation. The seller agrees, as an independent stipulation, which shall survive the expiration or cancelation of this offer, to such condemnation upon the payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of said premises, inclusive of every interest therein.

Loss or damage to the property by fire or casualty shall be at the risk of the seller until title has been conveyed to the Local Authority.

Signed, sealed, and delivered in the presence of:

Sept 11, 1950

Noah A. Hillman — Harry E. Feldmeyer [SEAL]

Address

APPROVED:

[SEAL]

By — Address

ACCEPTED:

[SEAL]

(Local Authority) — Address

[SEAL]

By — Address

U. S. GOVERNMENT PRINTING OFFICE 6—0730

Plaintiff's Exhibit No. 1, filed 31 Aug., 1951

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described in Parcel No. I of the offer of easement, dated Nov. 2, 1950 by [illegible] Ruth S. Feldmeyer and Larry E. Feldmeyer, grantors to the United States of America.

Subject however to the straightening of the northerst boundary line of the President Court tract from the present northwest corner of the entire tract in a southeasterly direction to intersect President Street as laid out, which line is roughly parallell to the North 49degree 20 minute 20 second West line of said tract, but to include the same amount of acreage as in the present tract,

And the northwesterly line of said tract designated as "Old Farm Lane" to be so corrected as to include a forty foot wide street right of way as [illegible] the recently laid out "Wells Avenue" in Eastport for those dedicated as a public road.

RECEIVED
OCT 4 1950
FHA
PBU. OFFICE

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, a body corporate,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
HARRY E. FELDMEYER,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,310 EQUITY

* * * * *

DEMURRER TO BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Harry E. Feldmeyer, by Noah A. Hillman, his Solicitor, demurs to the entire Bill of Complaint filed herein and to each and every paragraph thereof, and for grounds of said Demurrer, says:

1. That the said Bill of Complaint is bad in substance and insufficient in law or in equity.

2. That the Plaintiff has not stated in its Bill of Complaint such a case as to entitle it to any relief in equity against this Defendant.

3. That the matters and facts set forth in said Bill of Complaint are deficient in that Plaintiff has not shown that it does not have an adequate remedy at law.

4. That equity will not lend its aid where the Plaintiff can have complete justice at law, to wit, by eminent domain.

5. That the Plaintiff has an adequate remedy at law.

Filed 18 Oct. 1951

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

6. That the contract shows upon its face it is lacking in mutuality in that the Defendant is incapable of enforcing it against the Plaintiff, hence equity will not lend its aid to enforce the agreement for the Plaintiff.

And other good and sufficient reasons to be shown at the hearing hereon.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Defendant

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 18th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HARRY E. FELDMEYER, the Defendant, and made oath in due form of law that the foregoing Demurrer is not filed for the purpose of delay.

As witness my hand and Notarial Seal.

Naomi T. Cox
Notary Public

I hereby certify, that a copy of the foregoing Demurrer to Bill of Complaint was mailed to George B. Woelfel, Solicitor for Plaintiff, at his law office, No. 9 School Street, Annapolis, Maryland, this 18th day of September, 1951.

Noah A. Hillman
Solicitor for Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

The Housing Authority of the City of Annapolis, a body corporate	)(	No. 10,310 Equity
	)(	In the Circuit Court
vs.	)(	for
	)(	Anne Arundel County
Harry E. Feldmeyer	)(	

ORDER SUSTAINING DEMURRER AND GRANTING PLAINTIFF LEAVE TO AMEND

The demurrer to the bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this twentieth day of September, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said demurrer be, and the same is hereby, sustained, and that the plaintiff have fifteen days within which to amend his bill.

Ian Colorff
JUDGE

Filed 20 Sept., 1951

The Housing Authority of the City of Annapolis, a body corporate, 89 College Avenue, Annapolis, Maryland.	:	No. 10,310 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Harry E. Feldmeyer, 504 President Street, Eastport, Maryland.	:	Anne Arundel County

: : : : : : : : : : :

AMENDED BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

The amended bill of complaint of the Housing Authority of the City of Annapolis, a body corporate, leave of the Court being first had and obtained, respectfully shows:

1.

That the said The Housing Authority of the City of Annapolis, is a body corporate of the State of Maryland, created by the Legislature, with power to sue and be sued.

2.

That Harry E. Feldmeyer is the owner of a tract of land lying, being and situate in the Sixth Election District of Anne Arundel County, formerly the Second Election District, part of which said tract of land is described in the contract, and as such owner said Harry E. Feldmeyer on or about the 11th day of September, 1950, gave your Orator an option by which the Defendant agreed to sell the tract of land described in the option to your Orator at and for the sum of Thirty-Five Thousand ($35,000) Dollars as will more fully appear by reference to the option filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein, said option provided that the offer is irrevocable for a period of forty-five (45) days and is to remain in force thereafter

until terminated by the seller. That the said option has never been cancelled by the Defendant and for that on the 29th day of June, 1951, at a regular meeting, your Orator authorized its secretary to accept the offer on its behalf and instructed its counsel to procure title. That its secretary signed an acceptance of said option and mailed a copy to the Defendant as will more fully appear by reference to a certified copy of the minutes of the meeting dated June 29th, 1951, filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein.

3.

That after being thus notified the Defendant appeared before your Orator Board and refused to convey title until and unless the sum of Forty Thousand ($40,000) Dollars was paid for the same.

4.

That your Orator refused to pay the additional Five Thousand ($5,000) Dollars demanded but stands ready, willing and able to buy the property for the price set forth in the option but the Defendant refuses to convey the same.

To the end, therefore:

1. That this Honorable Court may declare specific performance of the tract of land mentioned in the option upon the payment to the Defendant of Thirty-Five Thousand ($35,000) Dollars.
2. That your Orator may have such other and further relief as its case may require.

And as in duty bound, etc.

George B. Woelfel

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

5

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 2nd day of October, in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Walter T. Schmidt, Executive Director of the Plaintiff, who made oath in due form of law that the matters and facts set forth in the aforegoing amended bill of complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

I hereby certify that a copy of the foregoing amended bill of complaint was mailed to Noah A. Hillman, Solicitor for Defendant, at his law office, Maryland Hotel Building, Annapolis, Maryland, this 4th day of October, 1951.

George B. Woelfel
George B. Woelfel
Solicitor for Plf.

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USHA 422
(Rev. 5-24-39)

89-3147

LIBER 75 PAGE 340

Project MD-1-2

Parcel No. A and B

OFFER OF SALE OF LAND

In consideration of the sum of one dollar ($1) and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, the undersigned (hereinafter called the "seller"), being the owner thereof, hereby offers and agrees to sell and convey to the THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS (hereinafter called the "Local Authority") or its assignee or nominee the following-described property, located in the ~~city of~~ 2nd Election Dist. of county of Anne Arundel, State of Maryland, being the ten acre tract of land formerly known as the Eastport Trailer Camp, as surveyed by J. R. McCrone, Jr. in November, 1941, for the Farm Security Administration; and also all that tract of land under lease to the Public Housing Administration under date of June 17, 1943, known as President Court, including the bed of President Street as contained in said lease; and further a permanent easement under the lands of the said seller for a right-of-way as upon the following terms and conditions:

Upon closing, the seller shall convey to the Local Authority or its assignee or nominee by general warranty deed a good and marketable fee-simple title thereto, together with all improvements, hereditaments, and appurtenances thereunto belonging, free and clear of all liens (except liens for current taxes and assessments), easements, restrictions, delinquent taxes and assessments, leases and encumbrances of any kind, existing or inchoate with proper release of dower, curtesy, and waiver of homestead rights, if any, ~~together with all of his right, title, and interest in and to any streets or alleys adjoining or abutting thereon.~~ Taxes and assessments shall be adjusted as of the time of closing. Possession shall be delivered to the Authority at the time of closing.

The total purchase price shall be $35,000.00 All expenses of examination of title and of preparation and recording the deed shall be paid by the Local Authority. Payment of the purchase price shall be made upon transfer of title to the Local Authority.

This offer shall be irrevocable for a period of 45 days ~~ay~~ days from the date hereof and shall remain in force thereafter until terminated by the seller. Such termination may be effected at any time after the expiration of such 45 day period by seller giving 30 days' prior written notice to the Authority of such termination. In accepting this offer the Local Authority shall endorse its acceptance hereon and mail notice thereof to the seller at the address specified below. The Local Authority shall specify the place and time of closing, which shall be not more than 60 days after the date of acceptance. The seller agrees that this offer shall not be revocable and that he will not sell, mortgage, encumber, or otherwise dispose of such property or any part thereof prior to said expiration date, except to the Local Authority. This agreement shall be binding upon the seller and his heirs, executors, administrators, successors, and assigns.

Notwithstanding the prior exercise of this offer, the Local Authority in lieu of completing the purchase of said premises may, at any time prior to closing, proceed to acquire the same by condemnation. The seller agrees, as an independent stipulation, which shall survive the expiration or cancelation of this offer, to such condemnation upon the payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of said premises, inclusive of every interest therein.

Loss or damage to the property by fire or casualty shall be at the risk of the seller until title has been conveyed to the Local Authority.

Signed, sealed, and delivered in the presence of:

Sept 11, 1950

Noah G. Hillman

Harry E. Feldmeyer [SEAL]

Address

APPROVED:

[SEAL]

By

Address

ACCEPTED:

[SEAL]

Housing Authority of the City of Annapolis
(Local Authority)

Address

[SEAL]

By Walter E. Schmidt
Secretary

Address 89 College Ave., Annapolis, Md

U. S. GOVERNMENT PRINTING OFFICE 6—0739

Filed 4 Oct, 1951

Plu Exh No. 1

described in Parcel No. 1 of the offer of easement, dated Nov. 2, 1943 between Ruth G. Feldmeyer and Harry E. Feldmeyer, grantors to the United States of America.

Subject however to the straightening of the northeast boundary line of the President Court tract from the recent northwest corner of the center street in a southeasterly direction to intersect President Street as laid out, said line being roughly parallell to the North 49degree 20 minute 20 second West line of said entire tract, but to include the same amount of acreage as in the previous tract,

And the northwesterly line of said tract designated as "Old Farm Lane" to be the corresponding to include a forty foot wide street right of way as a continuation of the recently laid out "Wells Avenue" in Fort Cort for future dedication as a public road.

EXTRACT FROM THE MINUTES
OF THE COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF
ANNAPOLIS IN REGULAR SESSION ON
JUNE 29, 1951

The Commissioners of the Housing Authority of the City of Annapolis met in regular session at 89 College Avenue in the City of Annapolis, Maryland at 7:30 o'clock, P. M. on June 29, 1951.

The meeting was called to order by the Chairman and, upon roll call, those present and absent were as follows:

Present: Dr. C. Edward Berger, Charles H. Sherman, Rev. Leroy Bowman, and Mrs. Emma Stepney
Absent: Louis N. Phipps

Others present: Walter T. Schmidt, Secretary-treasurer
George B. Woelfel, Attorney

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

Commissioner Sherman introduced the following resolution which was discussed by the Board:

BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS: That the Secretary be and he is hereby authorised to accept the offer of sale of land dated September 11, 1950 and, That Counsel for this Authority is hereby instructed to secure title to the proposed site for MD-1-2 including the 10 acre tract formerly known as the Eastport Trailer Camp.

Commissioer Sherman moved the adoption of the foregoing resolution which was seconded by Commissioner Stepney and, upon roll call, the "Ayes" and "Nays" were as follows:

AYES	NAYS
Berger	
Sherman	None
Bowman	
Stepney	

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

There being no further business the meeting was declared adjourned at 8:30 P.M., E.D.S.T.

I, Walter T. Schmidt, the duly acting and qualified Secretary of the Housing Authority of the City of Annapolis, do hereby certify that the foregoing extract from the minutes of a meeting held June 29, 1951 is a full, complete and correct copy of said minutes insofar as they relate to the matters set forth therein.

Walter T. Schmidt Secretary

Dated 9/26/51

Filed 4 Oct, 1951

8 Plu. Exh. No. 2

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, Plaintiff	)	In the Circuit Court for Anne Arundel County No. 10,310 Equity
vs	)	
HARRY E. FELDMEYER, Defendant	)	
	)	

DEMURRER TO AMENDED BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The Defendant, Harry E. Feldmeyer, by Noah A. Hillman his Solicitor, demurs to the entire Bill of Complaint, as amended, and to each and every paragraph thereof, and for grounds of said demurrer, says:

1. That the said Amended Bill of Complaint is bad in substance and insufficient in law or in equity.

2. That the Plaintiff has not stated in its Amended Bill of Complaint such a case as to entitle it to any relief in equity against the Defendant.

3. That the matters and facts set forth in said Amended Bill of Complaint are deficient in that Plaintiff has not shown that it does not have an adequate remedy at law.

4. That the Plaintiff does, in fact, have a complete and adequate remedy at law.

5. That equity will not lend its aid where Plaintiff can have complete justice at law, to wit, by the exercise of its right of eminent domain.

6. That specific performance will not be decreed where Plaintiff is, as in this case, guilty of not performing an important, basic act, to wit, informing Defendant of place and time of closing by settlement as provided in the exhibit filed herein.

Filed 13 Oct., 1951

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

7. That equity will not compel specific performance since the contract or " Offer of Sale of Land ", as it is termed, plainly lacks the mutuality required and shows on its face,

a) That the Defendant could never compel Plaintiff to " accept " it;

b) And if accepted by Plaintiff he could not compel Plaintiff to specifically perform because the agreement purports to give Plaintiff right to use its power of eminent domain " in lieu " of its performance even after acceptance;

c) But perhaps more important, Defendant could terminate the offer to sell (after 45 days) " at any time " by giving notice.

8. That equity will not lend its aid to specifically enforce an agreement when a contract is incapable of being enforced against one party.

9. That the Plaintiff is guilty of laches in waiting until June 29, 1951 to pass a resolution to " accept " an offer made September 11, 1950.

10. That the description of land, roads and rights are inadequate and too vague for specific performance.

And other good and sufficient reasons to be shown at the hearing hereon.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Defendant

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 13 day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry E. Feldmeyer, the Defendant, and made oath in due form of law that the foregoing Demurrer is not filed for the purpose of delay.

As witness my hand and Notarial Seal.

Naomi K. [illegible]
Notary Public

I hereby certify, that a copy of the foregoing Demurrer was mailed to George B. Woelfel, Solicitor for Plaintiff, at his Law Office, No. 9 School St., Annapolis, Maryland, this 13 day of October, 1951.

Noah A. Hillman
Solicitor for Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

The Housing Authority of the City of Annapolis, Plaintiff	)(	No. 10,310 Equity
	)(	In the Circuit Court
vs.	)(	for
	)(	
Harry E. Feldmeyer, Defendant	)(	Anne Arundel County

ORDER OVERRULING DEMURRER TO AMENDED BILL OF COMPLAINT

The demurrer to the amended bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this twenty-fifth day of October, 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that the said demurrer be, and the same is hereby, overruled; and that the defendant have fifteen days in which to answer said amended bill.

James Clark
JUDGE

Filed 25 Oct., 1951

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, PLAINTIFF	*	IN THE CIRCUIT COURT
VS.	*	FOR
HARRY E. FELDMEYER, DEFENDANT	*	ANNE ARUNDEL COUNTY
	*	NO. 10,310 EQUITY

* * * * *

A N S W E R

* * * * *

Filed Nov. 13" 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Harry E. Feldmeyer, by Noah A. Hillman, his Solicitor, for Answer to the Amended Bill of Complaint, respectfully shows:

1. That he admits the allegations of paragraph No. 1 of the Bill of Complaint.

2. That for Answer to paragraph No. 2 he shows:

(a) That he admits that he is the owner of a tract of land but for answer to the allegation that part of this tract is described in the Contract he shows that the description is not full, correct or adequate.

(b) He admits that he gave an option to Plaintiff for a tract of land at the price mentioned.

(c) That he denies that the option has never been cancelled and on the contrary shows that the option was cancelled and abandoned.

(d) That not only was the option agreement abandoned but the Plaintiff began negotiations with the Defendant for a new option which was not consummated.

(e) That he neither admits nor denies what Plaintiff says occurred at their meeting on June 29, 1951 but calls for proof thereof.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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3. That he admits the allegations of paragraph No. 3 referring to a visit before Plaintiff's Board; and he admits that he refused to convey title unless he were paid $ 40,000.00. But this Defendant shows that the option agreement had been abandoned, a new option agreement submitted, in writing, by the Plaintiff had not been consummated and that he was within his rights to bargain and negotiate with Plaintiff.

4. That he admits Plaintiff refused to pay $ 40,000.00; but he neither admits nor denies that Plaintiff is ready, willing and able to buy the property for $ 35,000.00.

5. Further answering the Bill of Complaint this Defendant shows that it would be unfair and inequitable to grant the Plaintiff specific performance when Plaintiff is guilty of gross laches in waiting until June 29, 1951 to accept an offer made September 11, 1950; and particularly that it would be wrong because of the fact that both parties considered the September 11, 1950 offer to have ended. Furthermore, this Defendant shows that the description of land, roads and rights claimed by Plaintiff in its Bill of Complaint are inadequate and too vague for this Court to specifically enforce the Agreement.

WHEREFORE, having answered the Bill of Complaint fully, this Defendant prays that same be dismissed, with costs.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Defendant

I hereby certify that I malied a copy of the foregoing Answer to George B. Woelfel, Solicitor for Plaintiff, addressed to his Law Office, No. 9 School St., Annapolis, Md, on November 10, 1951

Noah A. Hillman
Solicitor for Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
HARRY E. FELDMEYER,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,310 EQUITY

* * * * *

STIPULATION AND CONSENT TO DECREE

* * * * *

The Housing Authority of the City of Annapolis, a public body corporate and politic, exercising in its judgment the power to carry out and effectuate its planning and Harry E. Feldmeyer do hereby stipulate and agree that, subject to the approval of this Court, a Decree be passed herein in form following, that is to say:

" THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, * IN THE
PLAINTIFF * CIRCUIT COURT
VS. * FOR
HARRY E. FELDMEYER, * ANNE ARUNDEL COUNTY
DEFENDANT * NO. 10,310 EQUITY

* * * * *

D E C R E E

* * * * *

" Upon the Amended Bill of Complaint, Answer and Stipulation and Consent to Decree, it is, this 7 day of February , 1952, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED:

Filed 7 Feby 1952

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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" 1. That Harry E. Feldmeyer convey to The Housing Authority of the City of Annapolis, a body corporate and politic, in fee simple, within 30 days from date of this Decree, a tract of land containing 10.18 acres, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in December 1950 and described by metes and bounds, courses and distances, as follows:

> Beginning for the same at an iron pipe set at the intersection of the North side of Jackson Street and the West side of President Street, Extended, said point being, the Northeasternmost corner of the tract of land known as Colony Hills, a plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 2; thence with the north line of said Colony Hills, as now corrected for magnetic declination, and along the rear of Lots in Block 1 as shown on said Plat, North 41 degrees 18 minutes 30 seconds West 1352.44 feet to an iron pipe found, thence North 9 degrees 33 minutes 30 seconds West 206.10 feet to an iron pipe set, thence North 74 degrees 34 minutes 30 seconds East 223.45 feet to an iron pipe set, thence South 41 degrees 18 minutes 30 seconds East 1324.03 feet to the east side of President Street, Extended, thence with the same South 22 degrees 46 minutes 00 seconds West 329.56 feet to intersect the north side of Jackson Street, thence North 60 degrees 20 minutes 40 seconds West 40.16 feet to the point of beginning.
>
> Being part of the tract described in a conveyance from Matilda McC. Brashears, widow, to Ruth S. Feldmeyer, by deed dated 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 39, folio 293.

" 2. That The Housing Authority of the City of Annapolis pay to Harry E. Feldmeyer, for the aforegoing tract of land with all improvements thereon, the sum of sixteen thousand five hundred ($ 16,500.00) dollars at the time of conveyance.

" 3. That Harry E. Feldmeyer convey, at the same time, to The Housing Authority of the City of Annapolis, its successors and assigns, a tract of land containing 0.77 acre, more or less, adjoining the tract hereinabove described, according to a survey and plat by James D. Hicks, County Surveyor, in January, 1952 and described as follows:

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Beginning for the same at an iron pipe set on the East side of President Street Extended, said point being North 29 degrees 45 minutes 50 seconds East 327.17 feet from the intersection of the North side of Jackson Street and the West side of President Street Extended, said intersection being the Northeasternmost corner of a tract of land known as Colony Hills, a plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 2; thence from point of beginning so fixed North 41 degrees 18 minutes 30 seconds West 472.61 feet, thence North 48 degrees 31 minutes 20 seconds East 73.20 feet to the South side of a concrete drive, thence binding on the South side of the said 20 foot drive South 41 degrees 25 minutes 20 seconds East 393.89 feet, thence continuing said last line across President Street South 41 degrees 25 minutes 20 seconds East 42.93 feet to the East edge of President Street; thence binding on the East side of President Street South 22 degrees 46 minutes West 82.35 feet to the point of beginning.

With the right to the use in common of Monroe Street as binding on the North side of this 0.77 acre parcel of land out to President Street; and with the right to Harry E. Feldmeyer, his heirs and assigns, to tie in to the existing sewer and water lines when the " President Court " project (of which this 0.77 acre lot is a part) shall be closed, upon placing of separate meters as required.

Being part of the tract described in a conveyance from Matilda McC. Brashears, widow, to Ruth S. Feldmeyer, by deed dated 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 39, folio 293.

" 4. That The Housing Authority of the City of Annapolis pay to Harry E. Feldmeyer as consideration for the aforegoing lot with improvements the sum of four thousand ($ 4,000.00) dollars at the time of conveyance.

" 5. That The Housing Authority of the City of Annapolis, its successors or assigns, shall not seek to acquire the balance of the tract of land containing originally 5.66 acres less the 0.77 acre (adjoining the 10.18 acres hereinabove described and a part of the land mentioned in this proceeding), or any part thereof by condemnation; this restraint on Plaintiff's use of its right of eminent domain shall terminate ten (10) years from date of this Decree without any act of either party.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

" 6. That The Housing Authority of the City of Annapolis shall, at its own expense, cause to be prepared a proper Deed and Plat, or Deeds and Plats, for execution by Harry E. Feldmeyer in accordance with the descriptions of the two tracts of land herein contained which shall convey the same by good and marketable title.

" 7. That this Order to convey the property mentioned is in substitution of the right of The Housing Authority of the City of Annapolis to acquire it by condemnation.

" 8. That the Plaintiff, The Housing Authority of the City of Annapolis, pay the costs of these proceedings. "

ATTEST:

Walter T. Schmidt
Executive Director

George B. Woelfel
Solicitor for Plaintiff

Noah A. Hillman
Solicitor for Defendant

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

By Charles Edward Burger
Chairman

PLAINTIFF

Harry E. Feldmeyer
Harry E. Feldmeyer

DEFENDANT

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

THE HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS,	*	IN THE
	*	CIRCUIT COURT
PLAINTIFF	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
HARRY E. FELDMEYER,	*	
DEFENDANT	*	NO. 10,310 EQUITY
	*	

* * * * *

D E C R E E

* * * * *

Upon the Amended Bill of Complaint, Answer and Stipulation and Consent to Decree, it is this 7th day of February, 1952, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED:

1. That Harry E. Feldmeyer convey to The Housing Authority of the City of Annapolis, a body corporate and politic, in fee simple, within 30 days from date of this Decree, a tract of land containing 10.18 acres, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in December 1950 and described by metes and bounds, courses and distances, as follows:

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Filed 7 Feb, 1952

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Being part of the tract described in a conveyance from Matilda McC. Brashears, widow, to Ruth S. Feldmeyer, by deed dated 1921 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 39, folio 293.

2. That The Housing Authority of the City of Annapolis pay to Harry E. Feldmeyer, for the aforegoing tract of land with all improvements thereon, the sum of sixteen thousand five hundred ($ 16,500.00) dollars at the time of conveyance.

3. That Harry E. Feldmeyer convey, at the same time, to The Housing Authority of the City of Annapolis, its successors and assigns, a tract of land containing 0.77 acre, more or less, adjoining the tract hereinabove described, according to a survey and plat by James D. Hicks, County Surveyor, in January, 1952 and described as follows:

Beginning for the same at an iron pipe set on the East side of President Street Extended, said point being North 29 degrees 45 minutes 50 seconds East 327.17 feet from the intersection of the North side of Jackson Street and the West side of President Street Extended, said intersection being the Northeasternmost corner of a tract of land known as Colony Hills, a plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-2, Plat 2; thence from point of beginning so fixed North 41 degrees 18 minutes 30 seconds West 472.61 feet, thence North 48 degrees 31 minutes 20 seconds East 73.20 feet to the South side of a concrete drive, thence binding on the South side of the said 20 foot drive South 41 degrees 25 minutes 20 seconds East 393.89 feet, thence continuing said last line across President Street South 41 degrees 25 minutes 20 seconds East 42.93 feet to the East edge of President Street; thence binding on the East side of President Street South 22 degrees 46 minutes West 82.35 feet to the point of beginning.

With the right to the use in common of Monroe Street as binding on the North side of this 0.77 acre parcel of land out to President Street; and with the right to Harry E. Feldmeyer, his heirs and assigns, to tie in to the existing sewer and water lines when the " President Court " project (of which this 0.77 acre lot is a part) shall be closed, upon placing separate meters as required.

Being part of the tract described in a conveyance from Matilda McC. Brashears, widow, to Ruth S. Feldmeyer, by deed dated 1921 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 39, folio 293.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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4. That the Housing Authority of the City of Annapolis pay to Harry E. Feldmeyer as consideration for the aforegoing lot with improvements, the sum of four thousand ($ 4,000.00) dollars at the time of conveyance.

5. That The Housing Authority of the City of Annapolis, its successors or assigns, shall not seek to acquire the balance of the tract of land containing originally 5.66 acres less the 0.77 acre (adjoining the 10.18 acres hereinabove described and a part of the land mentioned in this proceeding), or any part thereof by condemnation; this restraint on Plaintiff's use of its right of eminent domain shall terminate ten (10) years from date of this Decree without any act of either party.

6. That The Housing Authority of the City of Annapolis shall, at its own expense, cause to be prepared a proper Deed and Plat, or Deeds and Plats, for execution by Harry E. Feldmeyer in accordance with the descriptions of the two tracts of land herein contained which shall convey the same by good and marketable title.

7. That this Order to convey property mentioned is in substitution of the right of The Housing Authority of the City of Annapolis to acquire it by condemnation.

8. That the Plaintiff, The Housing Authority of the City of Annapolis, pay the costs of these proceedings.

Benjamin Michaelson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY
Sitting as A Court of Equity

Evelyn Gover, Julia Mary Schaefer, Winona K. Williams, Annetta T. Hill, Charles T. Nash, Shirley J. Gibson, Thelma Virginia Sevenhuysen, Elva P. Downing, Karl E. Schaefer, III, Evelyn Burt Scala, and Robert Crim, Jr. Plaintiffs	:	No. 15569 Equity No. 10,434 Equity
Vs.	:	
Barbara Schaefer, infant Defendant	:	

AMENDED BILL OF COMPLAINT

Filed 10 Mar., 1952.

To the Honorable, the Judges of said Court, Sitting as a Court of Equity:

The Amended Bill of Complaint of Evelyn Gover, Julia Mary Schaefer, Winona K. Williams, Annetta T. Hill, Charles T. Nash, Shirley J. Gibson, Thelma Virginia Sevenhuysen, Elva P. Downing, Karl E. Schaefer, III, Evelyn Burt Scala, and Robert Crim, Jr., by Leo Bender, their Solicitor, respectfully represents:

(1) That a certain Julia Mary Schaefer died, a resident of the District of Columbia, on or about the 2nd day of August 1950 leaving a last will and testament which was duly admitted to probate and record in the United States District Court for the District of Columbia, holding Probate Court, on November 3, 1950; a certified copy of said will and probate proceedings having been filed in the office of the Register of Wills for Montgomery County, Maryland. The Plaintiffs file herewith a certified copy of said will, marked "Plaintiffs' Exhibit No. 1".

(2) That in said will, the said Julia Mary Schaefer devised all of her real estate unto her children, and the living issue of her deceased son, Karl E. Schaefer, Jr., (per stirpes); and provided that in the event of the death of her son, Edward K. Schaefer, prior to the death of said testatrix, his son, named Robert Schaefer Grim in said will, (being the same person

as Robert Crim, Jr., Plaintiff above named) should take two-eighths of his father's share, the remaining six-eighths thereof being devised to the Defendant Barbara F. Schaefer, daughter of the said Edward K. Schaefer.

(3) That said testatrix, Julia Mary Schaefer, at the time of her death, was seized and possessed of certain real estate situate in Montgomery County in the State of Maryland described as: Lot numbered Nine (9) in Block lettered "A" in the subdivision known as, "Samuel T. Robertson's Addition to Bethesda", as per plat recorded in Plat Book 5, at folio 407, one of the Land Records of said Montgomery County, Maryland.

(4) That said testatrix, Julia Mary Schaefer, at the time of her death, was also seized and possessed of certain real estate situate in Anne Arundel County in the State of Maryland described as; Lots K, L, and M in Block numbered Nineteen (19) in a subdivision of land in said County called "Arundel on the Bay", consisting of vacant land.

(5) That said testatrix left surviving her seven children, all adults, and the issue of two deceased children, whose names and relationships are as follows: Julia Mary Schaefer, daughter; Evelyn Gover, daughter; Winona K. Williams, daughter; Annetta T. Hill, daughter (referred to in said will as Annettie T. Stello); Edna S. Nash, daughter; Thelma Virginia Sevenhuysen, daughter; Elva P. Downing, daughter; Karl E. Schaefer, III, adult grandson; Evelyn Burt Scala, adult granddaughter, children and only issue of Karl E. Schaefer, jr., a deceased son who predeceased Julia Mary Schaefer; Robert Crim, Jr., adult grandson, and Barbara Schaefer, infant granddaughter, the only children of Edward K. Schaefer, a deceased son of the testatrix who predeceased the said Julia Mary Schaefer.

(6) That the said Edna S. Nash, daughter of said testatrix has since died, intestate, leaving surviving her as her sole heirs at law and next of kin, her husband, Charles T. Nash, a widower

and now unmarried, and an adult daughter, Shirley J. Gibson.

(7) That all of the adult devisees under the will of the said Julia Mary Schaefer (Plaintiffs hereinabove named) have entered into a written contract to sell and convey the above mentioned land and premises situate in Montgomery County unto E. Estella Parnell for the sum of Nineteen Thousand Five Hundred Dollars ($19,500.00) cash, and said contract has been executed by Lucille Schaefer, mother of the said Barbara Schaefer, an infant, for and on behalf of the said Barbara Schaefer. A true copy of said contract is filed herewith, marked "Plaintiffs' Exhibit No. 2".

(8) That all of the adult devisees under the will of the said Julia Mary Schaefer (Plaintiffs hereinabove named) have entered into a written contract to sell and convey the above land and premises situate in Anne Arundel County, Maryland unto Frank C. Campbell, Cicero N. Osborne and Angel V. Alba for the sum of One Thousand Dollars ($1,000.00) cash, and said contract has been executed by Lucille Godwin, formerly Lucille Schaefer, mother of the said Barbara Schaefer, an infant, for and on behalf of the said Barbara Schaefer. A true copy of said contract is filed herewith marked "Plaintiffs' Exhibit No. 3".

(9) That said real estate cannot be divided in kind without loss and injury to the owners thereof.

(10) That it will be for the best interest and advantage of both the said Barbara Schaefer, infant, and all the other persons interested in said property, being the Plaintiffs aforesaid, that said contracts be confirmed.

The premises being considered, Plaintiffs pray:

1. That the Court pass an order confirming the contracts filed in these proceedings and appoint a proper person to convey the interest of the said Barbara Schaefer, an infant.

2. That Plaintiffs may have such other and further relief as their cause may require.

And as in duty bound, etc.

LEO BENDER

Leo Bender, Solicitor for Plaintiffs

100 S. Perry St.

Filed Nov. 14, 1951.

October 25th, 1951

Received from Frank C. Campbell a deposit of One Hundred Fifty and no/100 Dollars ($150.00) to be applied as part payment of the purchase of Lot K-L and M in Block 19 with improvements thereon known as No. Vacant Ground Arundel on the Bay, Second Election District, Ann Arundel County Md. upon the following terms of sale:

Total price of property One Thousand and no/100 Dollars ($1,000.00).

The purchaser agrees to pay One Thousand and no/100 Dollars ($1,000.00) cash at the date of conveyance, of which sum this deposit shall be a part.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrances except as aforesaid; title is to be good of record and in fact; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any and operating charges are to be adjusted to the date of the transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Collector of Taxesof the District of Columbia, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase

Filed 10 Mar., 1952

money trust if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within F. C. C. 90 A. V. A. days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof, If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of..... or at the Title Company searching the title, and deposit with the Title Company or with ..... of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed. Property is sold subject to an existing tenancy as follows: .....

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the purchaser and hereby waives all notice to quit, as provided by the laws of the District of Columbia. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of Municipal orders or requirements noted or issued by any department of the District of Columbia, or prosecutions in any of the courts of the District of Columbia on account thereof against or affecting the property at the date of the settlement of this contract shall be complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder.

The seller agrees to pay to ....., his agent, the regular rate of commission fixed by the Washington Real Estate Board amounting to $....., and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by ..... until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

_____
Agent.

We, The undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

Frank C. Campbell
Angel V. Alba
Cicero N. Osborne
Purchaser.
(see over)

Oct. 26th 1951

_____
Seller

_____
Wife of Seller

Property is to be conveyed in the name of Frank. C. Campbell,

Cicero N. Osborne and Angel V. Alba. As Tenants in common.

Subject to Order of Circuit Court of Montgomery County, Maryland with respect to the interest of Barbara Schaefer, minor, (age 11). Suit necessary to perfect title herein shall be at the sole expense of Sellers.

Accepted, subject to Order of Court as aforesaid, this 26th day of October, 1951.

Julia Mary Schaefer
Winona K. Williams
Annetta T. Hill
Shirley N. Gibson
Charles T. Nash
Thelma V. Sevenhuysen
Elva P. Downing
Evelyn Gover
Karl E. Schaefer
Evelyn Burt Scala
Robert E. Crim

Witness:
S. Clark Gover

By Evelyn Gover, individually and as agent for the above-named persons.

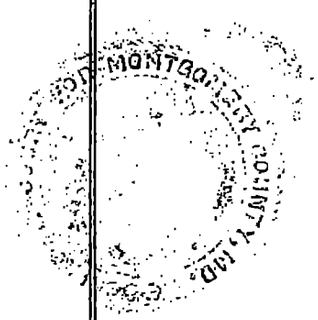
Witness:
John D. Godwin

Lucille Godwin (Lucille Schaefer) for and on behalf of Barbara Schaefer, a minor.

State of Maryland, Montgomery County, to-wit:-

I Hereby Certify that the foregoing is a full, true and correct copy of an Amended Bill of Compliant & Exhibit # 3 filed in No. 15569 Equity, truly taken and copied from the record of proceedings, in the Circuit Court for Montgomery County, Maryland sitting as a Court of Equity, in the foregoing cause.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the Circuit Court for Montgomery County, Maryland, this 4th day of March A.D., 1952.



Clayton K. Watkins
Clerk of the Circuit Court for
Montgomery County, Maryland.

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY
SITTING AS A COURT OF EQUITY

EVELYN GOVER, AND OTHERS, PLAINTIFFS	:	
vs	:	No. 15,569 Equity
BARBARA SCHAEFER, INFANT, DEFENDANT	:	No. 10,434 Equity.

FINAL DECREE

The proceedings and testimony in the above entitled case having been read and considered, and having been submitted without argument, and it appearing from the testimony that it will be to the best interest and advantages both of Barbara Schaefer, infant defendant, as well as of all of the other persons interested in the property mentioned and described in these proceedings that the contract filed in these proceedings marked "Plaintiffs' Exhibit No. 2" for the sale of Lot numbered Nine (9) in Block lettered "A" in the subdivision known as, "Samuel T. Robertson's Addition to Bethesda", as per plat recorded in Plat Book 5, at folio 407, one of the Land Records of Montgomery County, Maryland, unto E. Estella Parnell for the sum of Nineteen Thousand Five Hundred Dollars ($19,500.00) cash, be confirmed, and that the interest of the infant defendant, Barbara Schaefer, be conveyed by good and sufficient deed agreeable thereto;

Filed 10 Mar., 1952.

And it further appearing from the testimony that it will be to the best interest and advantages, both of the infant defendant, Barbara Schaefer, as well as of all of the other persons interested in the property mentioned and described in these proceedings, that the contract filed in the above entitled cause marked "Plaintiffs' Exhibit No. 3" for the sale of Lots "K-L and M" of Block 19, according to a Plat recorded in Plat Book F.S.R. No. 3, folio 82, entitled "Revised Plat of Arundel-on-the-Bay", recorded among the Land Records of Anne Arundel County, Maryland, for the sale of the interest of the said Barbara Schaefer, infant defendant, unto Frank C. Campbell, Cicero N. Osborne and Angel V. Alba for the sum of One Thousand Dollars ($1,000.00) cash be

confirmed and that the interest of the infant defendant, Barbara Schaefer, be conveyed by good and sufficient deed agreeable thereto;

And it further appearing to the Court that Notice to Creditors of Julia Mary Schaefer, deceased, and of Edna S. Nash, deceased, has been duly published in accordance with the Order of Court heretofore passed in this cause, and that no claims of creditors have been filed herein, although the time limited therefor by said Order has expired;

It is thereupon, this 26th day of February, A.D. 1952, by the Circuit Court for Montgomery County, sitting as a Court of Equity,

ADJUDGED, ORDERED and DECREED that each of the contracts above mentioned and filed in these proceedings be and they are hereby respectively ratified and confirmed.

AND it is further ORDERED, for the purpose of carrying out each of said contracts and for the purpose of conveying all of the right, title, interest and estate of the said infant defendant, Barbara Schaefer, in and to each of the parcels of land above mentioned, that Lucille Godwin be, and she is hereby authorized to execute and acknowledge a good and sufficient deed or deeds, to convey all of the right, title, interest and estate of the said Barbara Schaefer, infant, to the respective purchaser or purchasers of said property upon compliance by said purchaser or purchasers with the terms of the said respective contracts of sale.

/s/ Patrick M. Schnauffer
Judge of the Circuit Court
for Montgomery County

TRUE COPY TEST
CLAYTON K. WATKINS
Clerk
Clayton K. Watkins

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEONARD W. ROSS DOROTHY VIRGINIA ROSS, his wife,	( ) ( ) ( ) ( ) ( ) ( ) (	NO. 10,307 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : :

DOCKET SUIT

Filed 29 Aug., 1951.

Mr. Clerk:

Please docket the above entitled suit, and file the attached copy mortgage, being from Leonard W. Ross and Dorothy Virginia Ross, his wife, to The Farmers N ational Bank of Annapolis, dated the second day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416, folio 172.

R. Tilghman Price

R. Tilghman Price, III, Attorney
Lee Building, Annapolis, Maryland.

THIS PURCHASE MONEY MORTGAGE, Made this second day of July, in the year nineteen hundred and forty-seven, by and between Leonard W. Ross and Dorothy Virginia Ross, his wife, Mortgagors, of Anne Arundel County, in the State of Maryland, of the first part, and THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, of the State of Maryland, Mortgagee, of the second part, Witnesseth:

WHEREAS, the said Leonard W. Ross and Dorothy Virginia Ross, his wife, purchased the property hereinafter described from Elsie Smith at and for the price of $900.00) Dollars, which sum is secured by these presents; and

WHEREAS, the said parties of the first part, Leonard W. Ross and Dorothy Virginia Ross, his wife, are justly and bona fide indebted unto The Farmers National Bank of Annapolis in the full and just sum of Nine Hundred ($900.00) Dollars, for the payment whereof, the said parties of the first part have passed to the said The Farmers National Bank of Annapolis their joint and several promissory note of even date herewith in the amount of Nine Hundred ($900.00) Dollars, payable Seven and one-half (7½) years after date, with interest thereon at the rate of Four (4%) per cent per annum; to be repaid at the rate of Ten Dollars ($10.00) monthly, plus interest; first of said payments to be due and payable one (1) month from the date hereof.

Filed 29 Aug., 1951

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the principal sum at any payment due date.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that any balance due on the said principal sum aforesaid at the end of Seven and one-half (7½) years shall be due and payable on the Second day of January, 1955.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that a failure on the part of the said parties of the first

part, their heirs, personal representatives or assigns, to make the payments hereinabove set out shall constitute a default under this mortgage, and no waiver of any one breach shall constitute a waiver of the covenant itself, or any subsequent breach thereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of Nine Hundred ($900.00) Dollars, plus interest, thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH:, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Leonard W. Ross and Dorothy Virginia Ross, his wife, do grant and convey unto the said Mortgagee, The Farmers National Bank of Annapolis, its successors, and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, containing Thirty-Three One-Hundredths (0.33) of an acre of land, more or less, and being designated as Lot No. Two (2) on the plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with the Deed from Charles Fleetwood, widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80 folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common.

BEING the same property conveyed to Leonard W. Ross and Dorothy Virginia Ross, his wife, by Elsie Smith, Widow, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to this mortgage.

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

the use thereof in common of the abovementioned 10 foot road.

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

PROVIDED, that if the said Mortgagors, aforesaid their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Nine Hundred ($900.00) 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 further agreed that, until default be made in the premises, the said Mortgagors aforesaid 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, aforesaid, 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 due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or R. Tilghman Brice, III, their Attorney, or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers, thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed

in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, and assigns under this Mortgage, whether the same shall have matured or not, and the surplus, (if any there be) shall be paid to the said Mortgagors, their 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 agreed 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 advertisements or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, amd the said Mortgagee, its successors or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless

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

AND the said Mortgagors as aforesaid for themselves, their heirs, personal representatives, and assigns, do further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its successors or assigns, and pending the existence of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of Nine Hundred ($900.00) Dollars, and to cause the policy to be affected thereof, to be so framed or endorsed, as in case of fire, or other loss, to inure to thebenefit of the said Mortgagee its successors or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors or assigns.

IT being understood and agreed that if the Mortgagors their heirs, personal representatives or assigns, fails to pay any taxes and/or insurance premiums, the Mortgagee, its successors or assigns, may in theirdiscretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

Witness the hands and seals of the said Mortgagors.

Test: Beatrice A. Velenovsky Leonard W. Ross (Seal)

Dorothy Virginia Ross (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this second day of July, 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 Leonard W. Ross and Dorothy Virginia Ross, 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 Daniel H. Nichols, Cashier of The Farmers National Bank of Annapolis, Mortgagee and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and further made oath in due form of law that he is the Agent of the Mortgagee and duly authorized to make this affidavit.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) Beatrice A. Velenovsky

Notary Public

Recorded 7th July, 1947 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing Mortgage was truly taken and copied from Liber J.H.H. No. 416, folio 172, 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 23rd day of November, A.D. 1948.

John H. Hopkins 3rd Clerk.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEONARD W. ROSS DOROTHY VIRGINIA ROSS, his wife.	( ) ( ) ( ) ( ) ( ) ( )	NO. 10,307 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : :

STATEMENT OF CLAIM OF THE FARMERS NATIONAL BANK OF ANNAPOLIS.

Amount due on mortgage from Leonard W. Ross and Dorothy Virginia Ross, his wife, to The Farmers National Bank of Annapolis, dated July 2, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416, folio 172. . . .	$ 513.96
Interest from July 12, 1951, to October 2, 1951.	8.09
1948 State and County taxes paid.	8.91
1949 State and County taxes paid.	16.81
1950 State and County taxes paid.	9.79
1951 State and County taxes paid.	8.85
	$ 563.41

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this first day of October in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Daniel H. Nichols, Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS, and made oath in due form of law that there is due and owing the said The Farmers National Bank of Annapolis the sum of FIVE HUNDRED THIRTEEN DOLLARS AND NINETY-SIX CENTS ($513.96), plus 1948, 1949, 1950, and 1951 State and County taxes in in amount of FORTY-FOUR DOLLARS AND THIRTY-SIX CENTS ($44.36), and interest at the rate of Four (4%) per cent per annum from July 12, 1951, on the above entitled mortgage which is held by the said The Farmers National Bank of Annapolis.

AS witness my hand and Notarial seal.

Beatrice V. Brice

Beatrice V. Brice -NOTARY PUBLIC

Filed 1 Feb., 1951

No. 10,307 Equity

Know all Men by these Presents:

THAT WE

R. TILGHMAN BRICE, III

of Annapolis, 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 ONE THOUSAND and no/100- Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this first day of October in the year of our Lord nineteen hundred and fifty-one.

WHEREAS, the above bounden R. Tilghman Brice, III, by virtue of a power contained in a mortgage from Leonard W. Ross and Dorothy Virginia Ross, his wife,- to The Farmers National Bank of Annapolis,- dated July 2, 1947, - - - - - - - - - - and recorded in Liber J.H.H. No. 416 folio 172 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 R. Tilghman Brice, III,- 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 J. Myers
As to both

R. Tilghman Brice [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee Jr.
of Charles F. Lee Co. Inc. Agent
President

ATTEST:

Secretary

Filed 1 Oct. 1951

Approved this 1 day of October, 1951.
John H. Hopkins, 3rd, Clerk.

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Legal Notices.

MORTGAGEE'S SALE
— OF —
VALUABLE REAL ESTATE

By virtue of the power of sale contained in a mortgage from Leonard W. Ross and Dorothy Virginia Ross, his wife, dated the second day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 416, folio 172, said mortgage being in default, I will offer to public sale at the Court House Door in the City of Annapolis, Maryland on

TUESDAY, OCTOBER 2, 1951,
AT 11:00 O'CLOCK, A.M.

the following property.

ALL that lot or parcel of ground situate, lying or being in the Third Election District of Anne Arundel County, State of Maryland, containing Thirty-three One-hundredths (0.33) of an acre of land, more or less, and being designated as Lot No. TWO (2) on the plat made by J. Carson Bonsh, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with the Deed from Charles Fleetwood, Widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common. Being the same property conveyed to the said Leonard W. Ross and Dorothy Virginia Ross, his wife, by Elsie Smith, Widow, by Deed dated the second day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 416, folio 170. This property is improved by a frame bungalow.

TERMS OF SALE: A deposit of Two Hundred ($200.00) Dollars will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of Six (6%) per cent per annum, to be paid in cash on ratification of sale.

TAXES, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III,
Attorney named in the mortgage.
Lee Building, Annapolis, Maryland
GEORGE W. SCIBLE,
Auctioneer,
Annapolis, Maryland

S-27

Filed 15 Oct. 1951

OFFICE OF LIBER 75 PAGE 373

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 4, 1951

We hereby certify, that the annexed Mortgagee's Sale Leonard W. Ross

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of October, 1951. The first insertion being made the 6th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Esther L. Fallon

5

Mortgagee's Sale

OF VALUABLE

Real Estate

By virtue of the power of sale contained in a mortgage from Leonard W. Ross and Dorothy Virginia Ross, his wife, dated the second day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 416, folio 172, said mortgage being in default, I will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, October 2nd, 1951

AT 11 O'CLOCK, A. M.

Filed 15 Oct, 1951

the following property:

All that lot or parcel of ground situated, lying or being in the Third Election District of Anne Arundel County, State of Maryland, containing Thirty-three One-hundredths (0.33) of an acre of land, more or less, and being designated as Lot No. TWO (2) on the plat made by J. Carson Boush, Surveyor dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with the Deed from Charles Fleetwood, Widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common. Being the same property conveyed to the said Leonard W. Ross and Dorothy Virginia Ross, his wife, by Elsie Smith, Widow, by Deed dated the second day of July 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 416, folio 170. This property is improved by a frame bungalow.

TERMS OF SALE: A deposit of Two Hundred ($200.00) Dollars will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of Six (6%) per cent per annum, to be paid in cash on ratification of sale.

TAXES, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

R. TILGHMAN BRICE, III,
Attorney named in Mortgage,
Lee Building, Annapolis, Maryland

GEORGE W. SCIBLE,
Auctioneer,
Annapolis, Maryland.

(over)

LIBER 75 PAGE 375

THIS IS TO CERTIFY, That I have this Second day of October, 1951, sold the property described on the reverse side hereof, at public auction to Nettie Fleetwood at and for the sum of $725.00 Dollars.

George W. Scible, Auctioneer

Filed 15 Oct. 1951

THIS IS TO CERTIFY, That I have this second day of October 1951, purchased the property described on the reverse side hereof, at public auction at and for the price of $725.00 Dollars, and I do hereby agree to comply with the terms of sale.

Nettie Fleetwood

(over)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEONARD W. ROSS DOROTHY VIRGINIA ROSS, his wife.	( ) ( ) ( ) ( ) ( ) ( )	NO. 10,307 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

: : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of R. Tilghman Brice, III, Attorney named in the mortgage filed in this case, respectfully shows:

That the said mortgage being overdue and in default, he did, after having given bond with surety duly approved by the Clerk of this Court, advertise the said property for sale on Tuesday, October 2, 1951, at 11:00 o'clock, A.M. by advertisement in the Evening Capital, a newspaper printed daily at Annapolis, Maryland, for more than three successive weeks before the day of sale, and also by handbills which he caused to be posted at the Court House door in the City of Annapolis, Maryland, and on the mortgaged premises, and in pursuance of said notices, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, October 2, 1951, at 11:00 o'clock A.M., that being the time and place advertised for said sale, and did then and there offer said property mentioned in said mortgage filed in this case, which said mortgage is dated the Second day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 416, folio 172, said property being more particularly described in said mortgage and containing Thirty-Three One-Hundredths (0.33) acres of land, more or less, and being designated as Lot No. Two (2) on a Plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, folio 108, together with all improvements thereon and

Filed 15 Oct., 1951.

all appurtenants thereto, and did sell the property hereinabove described unto Nettie Fleetwood, at and for the sum of Seven Hundred Twenty-five ($725.00) Dollars, she being then and there the highest bidder therefor, and he files herewith one of the handbills of said sale upon which is endorsed a certificate of the Auctioneer as to said sale.

ALL of which is respectfully submitted.

R. Tilghman Brice, III,
Attorney named in the mortgage.

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this Second day of October in the year nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. TILGHMAN BRICE, III, Attorney named in the mortgage mentioned in these proceedings, and made oath in due form of law that the matters and things set out in the foregoing Report of Sale are true as therein stated, and that the sale was fairly made.

AS witness my hand and Notarial seal.

Beatrice V. Brice - NOTARY PUBLIC

LIBER 75 PAGE 378

ORDER NISI

IN THE MATTER OF THE

SALE OF THE

~~XXXXXXX~~

MORTGAGED REAL ESTATE OF
LEONARD W. ROSS
DOROTHY VIRGINIA ROSS, his wife.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,307 Equity

Filed 15 Oct., 1951.

Ordered, this 15 day of October, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by R. Tilghman Brice, III, Attorney named in the Mortgage, ~~XXXXXXXX~~ Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of November next.

The report states that the amount of sales to be $ 725.00.

John H. Hopkins, 3rd, Clerk. 9

True Copy,

TEST: Clerk.

FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1951

We hereby certify, that the annexed Order Nisi Sale Equity 10,307 Leonard W. Ross

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of November, 19 51. The first insertion being made the 16th day of October, 19 51.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty Free 10

No. E. C. 595

Filed 11 Dec., 1951.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,307 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF LEONARD W. ROSS, DOROTHY VIRGINIA ROSS, his wife.

Ordered, this 15th day of October, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by R. TILGHMAN BRICE, III, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of November next.

The report states that the amount of sales to be $725.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

11-6

(Final Order)

IN THE MATTER OF THE SALE OF THE

~~XXXXXXXX~~

MORTGAGED REAL ESTATE OF
LEONARD W. ROSS
DOROTHY VIRGINIA ROSS, his wife.

LIBER 75 PAGE 379

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of December, 1951, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 12 Dec., 1951.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
Leonard W. Ross
and
Dorothy Virginia Ross, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,307 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.

February 1, 1952

All of which is respectfully submitted.

Laura V. Jickling
Auditor.

Filed 1 Feb., 1952.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Leonard W. Ross and Dorothy Virginia Ross, his wife

			in ac.	
To Attorney for Commissions, viz:	45	74	45	74
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 and extra copy	12	00	40	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal revenue stamps		55		
One-half State revenue stamps		55		
Beatrice V. Brice - notary fees	1	00	85	79
To The Farmers National Bank of Annapolis, mortgagee - in full for mortgage claim	563	41	563	41
To Leonard W. Ross and Dorothy Virginia Ross, his wife, mortgagors - this balance	1	38	1	38
			737	07

with R. Tilghman Brice, III, Attorney named in Mortgage Cr.

1951			
Oct. 2	Proceeds of Sale	725 00	
	Interest on deferred payment	9 87	734 87
	Refund 1951 State and County taxes ninety days	2 20	2 20
			737 07

Filed 15 Mar., 1952. Filed 4 Feb., 1952.

ORDER NISI LIBER 75 PAGE 382

In the Matter of the Sale of the ~~VERSUS~~ Mortgaged Real Estate of Leonard W. Ross and Dorothy Virginia Ross, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,307 Equity.

ORDERED, This 4 day of February, 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 8 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 8 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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 Michelson
C. C.

Evening Capital

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 and Acct. Equity 10,307 Leonard W. Ross

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of March, 1952. The first insertion being made the 5th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5627

By Bertie L. Carlson

14

Filed 14 Mar., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,307 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LEONARD W. ROSS And DOROTHY VIRGINIA ROSS, His Wife.

Ordered, this 4th day of February, 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 8th day of March next; Provided, a copy of htis Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-19

IN THE MATTER OF THE	*	IN THE CIRCUITCOURT
MORTGAGED REAL ESTATE OF	*	FOR
WAYFORD PARKS and THELMA	*	ANNE ARUNDEL COUNTY
C. PARKS, his wife	*	NO. 10.362 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in Mortgage

Md. State fee $6.60

LIBER 75 PAGE 384

BOOK 598 PAGE 275

No. 10,362 Equity.

This Mortgage, Made this 6th day of November, 1950,

by and between Wayford Parks and Thelma C. Parks, his wife - - - - - - - - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -60- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 6,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

Filed 8 Nov., 1951.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being at Long Point on the Magothy, Pasadena, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Known and designated as Lots Nos. 15, 16, 17 and 18 in Section "J", as shown on Plat No. 3 of Long Point on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 2, folio 38; now Plat Cabinet 1, Rod G, Plat 7.

BEING ALSO the same property which the said Mortgagors acquired by the following two deeds:

1- Lots 15 and 16 in Section "J", acquired from Charles R. M. Andrews, Widower and Charles L. Pumphrey and Edna G. Pumphrey, his wife, by deed dated February 27, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 354, folio 11.

2- Lots 17 and 18 Section "J", acquired from Long Point on the Magothy Incorporated, by deed dated August 21, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 379, folio 1.

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 30.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 30.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED. That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article 66 of the Code of the Public General Laws of the State of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 6,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Fred. W. Kuethe

Wayford Parks (SEAL)
Wayford Parks

Thelma C. Parks (SEAL)
Thelma C. Parks

(SEAL)

(SEAL)

LIBER 75 PAGE 387
BOOK 598 PAGE 278

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 6th day of November, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Wayford Parks and Thelma C. Parks, his wife, - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe
Fred. W. Kuethe Notary Public.

Recorded- 8th November, 1950, at 9 A.M.

Mortgage

FROM

WAYFORD PARKS, and
THELMA C. PARKS, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 2742

Received for Record 8 day of Nov. 1950 at 9 [illegible] and the same [illegible] recorded [illegible] No. 598 Pol. 275 [illegible] John H. Hopkins Clerk

LAW OFFICE
JOHN DEMYAN, JR.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED. The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By
President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
WAYFORD PARKS and THELMA	*	ANNE ARUNDEL COUNTY
C. PARKS, His wife	*	NO. 10,362 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 6,000.00
Interest from February, 1951 to October 31, 1951 @ $24.50	220.50	
Late Fines from March, 1951 to October, 1951 @ $7.80	62.40	282.90
		$ 6,282.90
Lews: Dues Paid to date		1,165.80
BALANCE DUE		$ 5,117.10

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF
ANNE ARUNDEL COUNTY, a body corporate

BY Fred. W. Kuethe
Fred. W. Kuethe-Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of October, 1951; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

Filed 8 Nov. 1951

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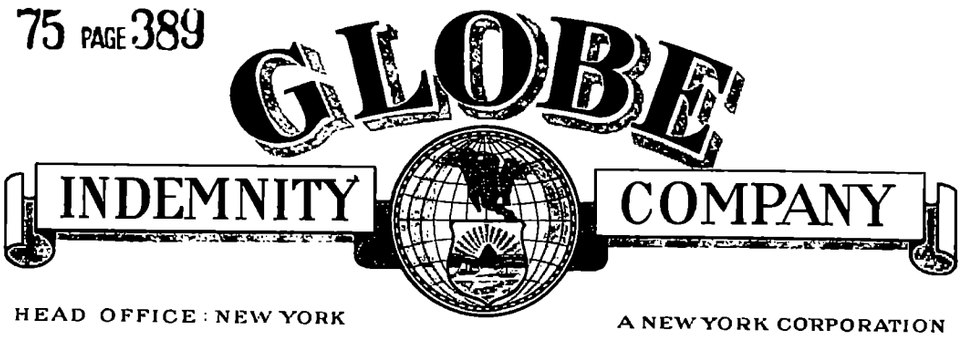
G 22056

LIBER 75 PAGE 389



HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

Equity # 10,362

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, JOHN DEMYAN, JR., as Principal, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ~~Six~~ Seven Thousand Dollars ($7,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this eighteenth day of December, 1951.

WHEREAS by virtue of a power of sale contained in a mortgage from Wayford Parks and Thelma C. Parks, his wife, to The Glen Burnie Savings And Loan Association of Anne Arundel County, bearing date on or about the 6th day of November, 1950, the said John Demyan, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

Signed, sealed and delivered
in the presence of

John E. Starr
John E. Starr

Virginia Merritt
Virginia Merritt

John Demyan (SEAL)
John Demyan, Jr., Principal

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins IV
John H. Hopkins, IV, Attorney-in-fact,
Surety.

Approved this 18 December, 1951
John H. Hopkins, 3rd, Clerk

Filed 18 Dec. 1951

4

GEORGE SCIBLE - - - - - - - - - - - - Auctioneer

JOHN DEMYAN, JR., ATTORNEY AT LAW
9 Crain Highway, Glen Burnie, Maryland

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

LOTS 15, 16, 17 AND 18 IN SECTION "J" LONG POINT ON THE MAGOTHY, PASADENA, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Filed 18 Dec., 1951

Under and by virtue of the power of sale and authority contained in a Mortgage from Wayford Parks and Thelma C. Parks, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County; the said Mortgage dated November 6th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 598, Folio 275, (default having occurred hereunder), the undersigned, the Attorney named in the Mortgage will sell at public auction, at the Court House Door, Annapolis, Maryland, on

Tuesday, December 18th, 1951

AT 11 O'CLOCK, A.M.

All those lots of ground at Long Point on the Magothy, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 15, 16, 17 and 18 in Section "J," as shown on Plat No. 3, of Long Point on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. 2, Folio 38; now Plat Cabinet 1, Rod G, Plat 7.

BEING also the same property which the said Wayford Parks and Thelma C. Parks, his wife, acquired as follows: (1) Deed from Charles R. M. Andrews, widower, et al, dated February 27, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 354, Folio 11, as to Lots 15 and 16; and (2) Deed from Long Point on the Magothy, Inc., dated August 21, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 379, Folio 1, as to Lots 17 and 18.

IMPROVEMENTS: Improved by two bungalows; one a frame one-story-house dwelling and the other a one-story cinder block dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.

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d
6

(over)

Dece. er 18th,1951

AUCTIONEER'S CERTIFICATE

THIS IS TO CERTIFY, that I have on this date sold the property described in this handbill,located at Long Point on the Magothy,Third Election District of Anne Arundel County,and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber JHH 354, folio 11; and deed recorded in Liber JHH 379, folio 1.; at and for the sum of Sixty Nine Hundred ($6900.00) ,Dollars, to Ralph B. Miller & Alice E. Miller, his wife 100-3rd Ave, Brooklyn, ARCo Md , they being then and there the highest bidder for said property; and I further certify that said sale was fairly made.

Geo W. Sibb
AUTIONEER

Filed 18 Dec, 1951

PURCHASER'S AGREEMENT

December 18th,1951

I HEREBY CERTIFY, that I have this 18th day of December,1951, purchased from John Demyan,Jr, Attorney named in the Mortgage, the property advertised on the reverse side of this handbill, at and for the sum of Sixty Nine Hundred ($6900.00 — Dollars, and WE do agree to comply with the terms of sale.

Witness

✓ Ralph B. Miller
PURCHASER

Johnson & Francis IV

✓ Alice E. Miller

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYFORD PARKS and THELMA C.PARKS,his wife.

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* NO. 10,362, EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan,Jr, Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage from Wayford Parks and Thelma C.Parks, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated November 6th,1950, and recorded among the Land Records of Anne Arundel County in Liber JHH 598, folio 275; the said John Demyan,Jr,Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder,after having due notice given of the time,place,manner and terms of sale by advertisement in the Maryland Gazette,a weekly 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 main entrance on Church Circle, of the Court House, at the door, City of Annapolis,State of Maryland; Tuesday, December 18th,1951, at 11 o'clock A.M., and then and there sold the said property to Ralph B.Miller Alice E. Miller, hiswife, of 100 Third Avenue,Brooklyn,Anne Arundel County,Md. at and for the sum of Sixty Nine Hundred ($6,900.00)---------- Dollars, they being at that figure the highest bidder therefore, said property being the following: All those lots of ground at Long Point on the Magothy,Third Election District of Anne Arundel County,Maryland; and described as follows:

BEING known and designated as Lot Nos. 15-16-17 and 18 in Section "J" as shown on Plat No.3 of Long Point on the Magothy,which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W.2,folio 38;now Plat Cabinet No.1, Rod G,Plat 7.

Filed 18 Dec., 1951.

And the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

And the said John Demyan, Jr, Attorney making the sale, further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted.

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 18 day of December, 1951, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr, Attorney named in the Mortgage, and he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Clemence C. Burwell
Notary Public

JOHN DEM[illegible] JR.,
ATTORNEY [illegible] LAW
9 CRAIN HIGHWAY
GLEN BURNIE, MARYLAND

MORTGAGE SALE
— OF —
VALUABLE FEE SIMPLE
PROPERTY

Lots 15, 16, 17 and 18 in Section "J" Long Point on the Magothy, Pasadena, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Wayford Parks and Thelma C. Parks, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County; the said Mortgage, dated November 6th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 598, folio 275, (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage will sell at public auction, at the Court House Door, Annapolis, Maryland, on

DECEMBER 18, 1951
AT 11 O'CLOCK, A. M.

All those lots of ground at Long Point on the Magothy, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lots Nos. 15, 16, 17 and 18 in Section "J", as shown on Plat No. 3, of Long Point on the Magothy, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. 2, folio 38; now Plat Cabinet 1, Rod G, Plat 7.

BEING also the same property which the said Wayford Parks and Thelma C. Parks, his wife, acquired as follows: (1) Deed from Charles R. M. Andrews, Widower, et al, dated February 27, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 354, folio 11, as to Lots 15 and 16; and (2) Deed from Long Point on the Magothy, Inc., dated August 21, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 379, folio 1, as to Lots 17 and 18.

IMPROVEMENTS: Improved by two bungalows; one a frame one story house dwelling and the other a one story cinder block dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

(GEORGE SCIBLE)
Auctioneer

JOHN DEMYAN, JR.,
Attorney, named in the Mortgage.

d-6

Filed 31 Dec., 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., December 28, 1951

We hereby certify, that the annexed Mortgage Sale Wayford Parks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of December, 1951. The first insertion being made the 15th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

ORDER NISI

IN THE MATTER OF THE MORTGAGED
REAL ESTATE OF
~~XXXXXXXX~~
WAYFORD PARKS and
THELMA C. PARKS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,362 Equity

Ordered, this 18 day of December, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of January next.

The report states that the amount of sales to be $ 6,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 18 Dec. 1951

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1952

We hereby certify, that the annexed Order Nisi Sale No. 10362 equity Wayford Parks

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of January, 1952. The first insertion being made the 19th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. E. C. 9754

10

Legal Notice

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,362 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYFORD PARKS and THELMA C. PARKS, his wife.

Ordered, this 18th day of December, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of January next.

The report states that the amount of sales to be $6,900.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

J-9

Filed 22 Jan., 1952

(Final Order)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

~~XXXXXXXX~~ versus

WAYFORD PARKS and THELMA C. PARKS, his wife

LIBER 75 PAGE 396

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of January, 1952, 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
A. J.

Filed 22 Jan., 1952.

In the Case of

In the Matter of the Mortgaged Real Estate

~~vs~~ of

Wayford Parks and Thelma C. Parks, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,362 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.

February 8, 1952

All of which is respectfully submitted.

Laura K. Jickling
Auditor

Filed 13 Feb., 1952.

Dr. In the Matter of the Mortgaged Real Estate of Wayford Parks and Thelma C. Parks, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	238	02	288	02
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Clerk's costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	43	76		
Capital-Gazette Press - handbills & tax	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - premium on bond	28	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal revenue stamps	3	85		
One-half State revenue stamps	3	85		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	129	15
To Attorney for Taxes, viz:				
1951 State and County taxes ($76.27 - adjusted to 12/18/51)	73	53	73	53
To The Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - in full for mortgage claim filed	5,117	10		
Interest to 12/18/51	49	00		
Late fines to 12/18/51	15	60	5,181	70
To Wayford Parks and Thelma C. Parks, his wife, mortgagors - this balance	1,223	98	1,223	98
			6,934	13

with John Demyan, Jr., Attorney named in Mortgage Cr.

1951						
Dec.	18	Proceeds of Sale	6,900	00	6,900	00
		Interest on deferred payment to 1/21/52	34	13	34	13
					6,934	13

Filed 21 Mar, 1952 Filed 13 Feb, 1952

ORDER NISI LIBER 75 PAGE 399

In the Matter of the
Mortgaged Real Estate
of ~~VERSUS~~
Wayford Parks
and
Thelma C. Parks, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,362 Equity.

ORDERED, This 13 day of February, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause, 13

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 17 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 17 day of March next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st 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.

[signature] 15

OFFICE OF

Evening Capital

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notice

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,362 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WAYFORD PARKS and THELMA C. PARKS, his wife.

Ordered, this 13 day of February, 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 17 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 17 day of March next.

JOHN H. HOPKINS, 3rd., Clerk,
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
f-29

Filed 20 Mar, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. Equity 10,362 Wayford Parks

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 17th day of March, 1952. The first insertion being made the 15th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 6116

By Bettie L. Carlson

14

EQUITY NO. 10,34

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,
In equity

No. 10,345

Frankie Wilson & Sons, Inc.,
A Body Corporate,
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland,

COMPLAINANT,

VS.

John J. Carson,
Care D. E. Hickey,
3352 - 18th St., S. W.,
Washington, D. C.,

Cora B. Miller and
Orlando R. Miller, her husband
1130 Morse Street, N. E.,
Washington, D. C.,

Laura V. Phelps,
7019 Georgia Avenue,
Washington, D. C.,

The Holloway Company,
13-15 Guilford Avenue,
Baltimore - 2 - Maryland,

David Morgan, and
Anabele Morgan, his wife,
1136 Comet Street,
Baltimore - 2 - Maryland,

John C. Mengel,
Care Robert Geis,
Brooklyn, Baltimore - 25 - Md.,

Samuel H. Winter, and
Charles Schmidt,
1747 South Charles Street,
Baltimore - 30 - Maryland,

Lilly A. Wolf,
3539 Old York Road,
Baltimore - 18 - Maryland,

Louis R. Dennis, and Sadie S. Dennis, his wife,
623 Powhatan Avenue,
Baltimore - Maryland,

Elikin T. Oliver,
Severn, Maryland,

Isabella Scott,
Shadyside, Maryland,

Arundel Realty Company, Inc.,
Care Annapolis Savings Institution,
West Street, Annapolis, Maryland,

Frank King and Annie King, his wife,
5800 Belle Grove Road,
Baltimore - 25 - Md.,

Alice Reynolds and Genevieve Turner,
Bolivar Avenue, Patapsco Park,
Baltimore - 25 - Maryland,

Munroe Reynolds and Alice Reynolds, his wife,
Bolivar Avenue, Patapsco Park,
Baltimore - 25 - Maryland,

Baltimore Federal Savings and Loan Association, Inc.,
Fayette & St. Paul Streets,
Baltimore - 2 - Maryland,

National Distributing Co.,
106 South Hanover Street,
Baltimore - 2 - Maryland.,

Filed 19 Oct. 1951

Sidney White and Mary Lee White, his wife,
220 West Biddle Street,
Baltimore - 1 - Maryland,

William C. Ball,
640 Haw Street,
Baltimore - 30 - Maryland,

Paul J. Thompson,
102 West Centre Street,
Baltimore - 1 - Maryland,

and all persons having or claiming to have any interest in any of the properties described hereafter:

- - - - - - - - - - - -

BILL OF COMPLAINT

To The Honorable, The Judge of said Court:

1. That on October 9, 1950, Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, sold at public auction to Frankie Wilson, who has duly assigned all her right, title and interest in and to said properties to Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, for State and County taxes then in arrears on the hereinafter described properties, in fee simple; said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in this case made and provided.

FIFTH DISTRICT

2. That Tax Sale Certificate No. 1021 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith, as part hereof, marked Complainant's Exhibit No. 1. That the description of the property as the same appears upon the tax roll of the Treasurer of Anne Arundel County for the Fifth ~~Election~~ District is:

Sidney White and
Mary Lee White, his wife,
Lots 267, 268 and 269 Plat 1, 25 x 125 each, as shown on the plat of Patapsco Park, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

3. That the aforesaid property was given as security for a loan of Nine Hundred Dollars ($900.00) by said Sidney White and Mary Lee White, his wife, to William C. Ball, and which said mortgage remains unpaid, according to the Land Records of Anne Arundel County (See Liber JHH No. 507, Folio 102), and the said Mortgagee is, therefore, joined in these proceedings.

4. That Tax Sale Certificate No. 1020 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant

herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 2."

5. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Munroe Reynolds and Alice Reynolds, his wife,
Lots 814, 815, 816, 845, 846 and 847 Plat 1 and improvements 25 x 100 feet each, as shown on the plat of Patapsco Park, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

6. That the lien records of Anne Arundel County show the Baltimore Federal Savings and Loan Association and the National Distributing Company to be judgment creditors of said owner, or owners, and are, therefore, joined in these proceedings.

7. That Tax Sale Certificate No. 1017 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 3."

8. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Alice Reynolds and Genevieve Turner,
Lots 731, 732 and 733 Plat 1 and Improvements 25 x 100 feet each, as shown on the plat of Patapsco Park

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

9. That the lien records of Anne Arundel County show the Baltimore Federal Savings and Loan Association and the National Distributing Company to be judgment creditors of said owner, or owners, and are, therefore, joined in these proceedings.

10. That Tax Sale Certificate No. 1022 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 4."

11. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Paul J. Thompson
Lots 691, 692 and one-half of 690, Section C, Anne Arundel Sanitary Commission Block No. 43 Ferndale Farms

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

12. That Tax Sale Certificate No. 1012 has been issued to Franke Wilson by Joseph H. Grisoom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith as part hereof marked "Complainant's Exhibit No. 5."

13. That the description of the property as shown upon the Tax Roll of the Treasurer aforesaid for the Fifth Election District is:

Arundel Realty Company,
Lot 18, Block 15, as shown on the Plat of Woodlawn Heights,
Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

14. That Tax Sale Certificate No. 1013 has been issued to Frankie Wilson by Joseph H. Grisoom, Seniorm Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 6."

15. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Arundel Realty Company,
Part of Lot 12, Block 17, as shown on the Plat of Woodlawn Heights, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

16. That Tax Sale Certificate No. 1014 has been issued to Frankie Wilson by Joseph H. Grisoom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 7."

17. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Arundel Realty Company,
Lots 7, 29, 31, 33, 59, 58, Block 7, as shown on the Plat of Woodlawn Heights, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above, but that title examination discloses title to Lot 7, Block 7 Woodlawn Heights, is vested in and taxes paid by Frankie Wilson & Sons, Inc., and that the Plat of Woodlawn Heights as filed among the Land Records of Anne Arundel County does not show any such lots as 58 and 59, Block 7.

18. That Tax Sale Certificate No. 1023 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 8."

19. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District is:

Arundel Realty Company,
Lots 17, 19, 49, 51, 53 and 55, Block 6, as shown on Plat of Woodlawn Heights, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above; that title examination discloses that lots 49, 51, 53 and 55, Block 6 Woodlawn Heights is vested in and taxes paid by Charles Lorant, Care Mary Lorant, Box 9-B, Severna Park, Maryland.

20. That Tax Sale Certificate No. 1015 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith as part hereof, marked "Complainant's Exhibit no. 9."

21. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District of Anne Arundel County is:

Frank and Annie King,
Lot 312 and part of Lot 313, Plat 1, and improvements, 57 x 130', as shown on the Plat of Patapsco Park, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

22. That Tax Sale Certificate No. 1010 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 10."

23. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District of Anne Arundel County is:

Elikin T. Oliver,
Lots Nos. 14 and 16, Block 6, as shown on Plat of Woodlawn Heights, Anne Arundel County,

24. That the description of the property as the same appears upon the tax roll of the Treasurer aforesaid for the ~~Fifth~~ Seventh Election District of Anne Arundel County is: ~~[illegible] follows:~~

Isabella Scott, Shadyside, Md.,
1 - Lot Shadyside,

and the description thereof as set forth in the Certificate of Tax Sale is as follows:

> "Certificates 35 and 87, Resale of tax sale property on which foreclosure proceedings have been started but title has not been taken, and assessed to Court Order Equity No. 9125."

25. That Tax Sale Certificate No. 1011 has been issued to Frankie Wilson by Joseph H. Grisoom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said Certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 11."

26. That the descriptionsof the various properties as the same appear upon the tax rolls of the Treasurer aforesaidfor the Second Election District of Anne Arundel County, are:

John J. Carson,
Lots 11 to 14, Block 25, as shown on plat of Epping Forest,

Cora B. Miller and Orlando R. Miller, her husband,
Lots 73 to 78 and improvements, Block 109, Herald Harbor

Laura V. Phelps,
Lot No. 41, Block 49, Section B, as shown on plat of Herald Harbor

27. That the descriptions of the properties as the same appear upon the tax rolls of the Treasurer aforesaid for the Third Election District of Anne Arundel County, are:

The Holloway Company,
Lot 7, Block H, as shown on plat of Marley Park
Alley Lot No.37, Block H, on plat of Marley Park
Lots 50 to 61, Block J, as shown on plat of Marley Park, Anne Arundel County.

David Morgan and Annabelle Morgan, his wife,
Lot No. 14, near Lipin's Corner.

28. That the descriptions of the properties as the same appear upon the tax rolls of the Treasurer aforesaid for the Fifth Election District of Anne Arundel County, are:

John G. Mengel,
Lots 9 and 10 Block G, as shown on plat of Arundel Manor,

Margaret O'Meara,
Lots 32 and 33, Block H, Garland, and that Lots 32 and 33, Block H, Garland were conveyed by Nellie M. Thompson and William M. Thompson, her husband, unto Charles F. Anderson and Dorothy M. Anderson, his wife, by deed recorded among the Land Records of Anne Arundel County in Liber JHH No. 357, folio 4, which said lots are now assessed to said Charles F. Anderson and Dorothy M. Anderson, his wife.

Samuel H. Winter and C. Schmidt
4 - Acres Ferndale

Lillie A. Wolf,
Lots 52, 54 and 56, Block 23, as shown on plat of Woodlawn Heights, Anne Arundel County,

29. That the description of the property as the same appears on the Tax Roll of the Treasurer aforesaid for the Seventh Election District of

Anne Arundel County is:

Louis Dennis and Sadie S. Dennis, his wife,
Lots 96, 97 and 98 Block C, as shown on plat
of Snug Harbor, Anne Arundel County,

and the description as set forth in the Certificate of Tax Sale is as follows:

"Certificates 566, 560, 561, 582, 567, 569, 570, 572, and 583, Resale of tax sale property on which foreclosure proceedings have been started, but title has not been taken, Court Order, Equity No. 9546."

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

31. It appears that some of the defendants herein, according to assessment records, are non-residents of the State of Maryland, and the Complainant does not know otherwise.

32. That the amounts necessary for the redemption of the above mentioned and described properties, as shown on the aforesaid tax sale certificates, are as follows:

Sidney and Mary Lee White	$ 33.00
Munroe Reynolds and Alice Reynolds	104.46
Alice Reynolds and Genevieve Turner	30.62
Paul J. Thompson	43.69
Arundel Realty Company	7.33
Arundel Realty Company	6.07
Arundel Realty Company	24.05
Arundel Realty Company	24.05
Frank and Annie King	68.54
Resale of Oliver, Elikin T., and Isabella Scott	78.54
Resale of John J. Carson, Cora B. and Orlando R. Miller, Laura V. Phelps, The Holloway Co., David and Annabelle Morgan, John C, Mengel, Samuel H. Winter and Charles Schmidt, Lillie A. Wolf, Louis R. Dennis and Sadie S. Dennis - - - - - - - - - - -	285.66

being the amounts paid for said properties, as the same appears on the aforesaid Certificates of Tax Sale, with interest from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainant herein subsequent to the date of sale of said properties, plus all other amounts expended by the Complainant as to the aforesaid properties under the provisions of Chapter 540 of the Acts of 1943.

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

34. 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 vested in the names of the parties listed as respondents, with the several exceptions specifically mentioned herein.

35. The Complainant prays for process directed to the above named Respondents, whose last addresses are set out with their names in the foregoing Bill of Complaint.

36. That this Honorable Court pass a final decree foreclosing all rights of redemption of all Respondents herein in and to the aforesaid properties.

TO THE END, THEREFORE:

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

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

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in and to the aforesaid properties of the object and substance of this Bill of Complaint and warning them to be and appear in this Court in person or by Solicitor on, or before, the _____ day of _____, 1951, and show cause, if any they may have why a decree should not be passed as prayed.

(d) That an Order of Court be passed, dismissing Equity Cases 9125 and 9546, and the following tax sales:

Margaret O'Meara, as to Lots 32 and 33, Block H Garland
Arundel Realty Co., as to Lot 7, Block 7 Woodlawn Heights
Arundel Realty Co., as to Lots 58 and 59, Block 7 Woodlawn Heights;
Arundel Realty Co., as to 49, 51, 53 and 55, Block 6 Woodlawn Heights,

(e) That the Court may decree such other and further relief as the case may require,

AND as in duty bound, etc.

Frankie Wilson

Frankie Wilson - Solicitor for Complainant,
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

State of Maryland, Anne Arundel County, To Wit:

I HEREBY CERTIFY, That on this 18th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., 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 tbe best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Elizabeth Lee Davis

Elizabeth Lee Davis - Notary Public.

I HEREBY CERTIFY, That on this 18th day of October, 1951, a copy of the Bill of Complaint and Order of Publication has been mailed to each of the non-residents of the foregoing Bill of Complaint, at their respective addresses.

Frankie Wilson

Frankie Wilson
Solicitor for Complainant.

LIBER 75 PAGE 410
COMPLAINANT'S EXHIBIT No. 7

1021

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 9th 1950, I sold to ..... at public auction for the sum of 34 Dollars and 00 Cents, of which 33.00 Dollars has been paid as a deposit on the property in [illegible] described as Lots 267-268-269 Pl. 1 25 x 125 Ea as shown on the pl. [illegible] Patapsco Pk. A.A.C.

and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 9 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. Treasurer, 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,
October 12, 1951

[signature]
Notary Public.

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to property above described unto Frankie Wilson & Sons, Inc.
AS WITNESS my hand and seal.
MAY 7 1951
My Commission Expires

Frankie Wilson (Seal)

Witness:
Walton D. Wilson

2

Complainant's Exhibit No. 2 LIBER 75 PAGE 411

1020 **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 9th 1950, I sold to N. Wilson Kenberson at public auction for the sum of 350 Dollars and 00 Cents, of which 104.46 Dollars has been paid as a deposit on the property in 5 Dist. described as Lots 814-815-816-845-846-847 Plat 1 & Imps 25x10 [illegible] as shown on the plat of Patapsco Sk. Ill. Co.

and assessed to Monroe Reynolds

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct. OCT 9 1950

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. Stalcup
Notary Public.

MAY 7 1951

My Commission Expires ..... October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property above described unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal.

Witness: Walton D. Wilson

Frankie Wilson (Seal)

Complainant's Exhibit No. LIBER 75 PAGE 412

1017

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 9th 1950, I sold to F. Wilson Linthicum Md at public auction for the sum of 31 Dollars and 00 Cents, of which 30.62 Dollars has been paid as a deposit on the property in described as Lots 731-732-733-Plat 1 & Impr. 25 X 100 Ea. as shown on the plat of Patapsco Pk.

and assessed to Alice Reynolds

Filed 19 Oct., 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 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

Ootober 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property above described unto Frankie Wilson & Sons, Inc.
AS WITNESS my hand and seal.

Frankie Wilson (Seal)

WITNESS: Halton D. Wilson

4

Complainant's Exhibit No

LIBER 75 PAGE 413

1022 **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 9th 1950, I sold to F. Wilson Linthicum, Md. at public auction for the sum of 70 Dollars and 00 Cents, of which 11.67 Dollars has been paid as a deposit on the property in 5 Dist described as Lots 691-692 - x 1/2 of 690 Sec C. A.A. S.C. Blk. 43 Ferndale Farms

and assessed to Paul J. Thompson

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 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,

[signature]
Notary Public.

My Commission Expires MAY 7 1951

October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property above described unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal.

Frankie Wilson (Seal)

Witness: Walton D. Wilson

Complainant's Exhibit No. 5

LIBER 75 PAGE 414

1012 **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 9th 1950, I sold to F. Wilson Linthicum Md. at public auction for the sum of 8 Dollars and 00 Cents, of which 7.33 Dollars has been paid as a deposit on the property in 5 Dist described as Lot 18 Block 15 as shown on the plat of Woodlawn Hts. A.A. Co.

and assessed to Arundel Realty Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct., 1951.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 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. Clatworth
Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal. Frankie Wilson (Seal)

Witness: Walton D. Wilson

6

Complainant's Exhibit No. 6 LIBER 75 PAGE 415

1013

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 9th 1950, I sold to F. Wilson Linthicum Md at public auction for the sum of 7 Dollars and 00 Cents, of which 6.07 Dollars has been paid as a deposit on the property in 5 Dist described as Part of lot 12, Blk 17, as shown on the plat of Woodlawn Hts, A A Co.

and assessed to Arundel Realty Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct. 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 9 1950 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. [illegible]
Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described in the above Certificate unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal.

Frankie Wilson (Seal)

Witness: Walton D. Wilson

7

Complainant's Exhibit No. 7

LIBER 75 PAGE 416

1014

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 9th 1950, I sold to D. Wilson Linthicum, Md at public auction for the sum of 25 Dollars and 00 Cents, of which 24.05 Dollars has been paid as a deposit on the property in 5th dist described as Lots 7-29-31-33-59 58. Blk 7 as shown on the plat of Woodlawn Hgts. A. A. Co.

and assessed to Arundel Realty Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th-1951, 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 19 Oct., 1951.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set: OCT 9 1950

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,

Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal.

Frankie Wilson (Seal)

Witness: Walton D. Wilson

Complainant's Exhibit No. LIBER 75 PAGE 417

1023

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 9th 1950, I sold to F. Wilson Linthicum at public auction for the sum of 28 00 Dollars and ..... Cents, of which 24.05 Dollars has been paid as a deposit on the property in 5 Dist described as Lots 17- 19. 49 - 51. 53 55 Blk. 6, as shown on the plat of Woodlawn Hts. A. A. Co

and assessed to Arundel Realty Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct., 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ..... day of October, OCT 9 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, County Treasurer and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. Clotworth
Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.

WITNESS my hand and seal.

Frankie Wilson Seal)

Witness: Walton D. Wilson

Complainant's Exhibit No.

LIBER 75 PAGE 418

1015

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 9th 1950, I sold to Wilson, Linthicum Md at public auction for the sum of 350 Dollars and 00 Cents, of which 68.54 Dollars has been paid as a deposit on the property in 5 Dist described as Lot 312 & Pt of Lot 313 Plat 1 & Imps 57 X 130 as shown on the plat of Patapsco Pk. A. A. Co.

and assessed to Frank & Annie King

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct., 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 9 1950 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,

[signature]
Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.

AS WITNESS my hand and seal. Frankie Wilson (Seal)

Witness: Walton D. Wilson

Complainant's Exhibit No. [illegible]

LIBER 75 PAGE 419

1010

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 9th 1950, I sold to N. Wilson Linthicum at public auction for the sum of 79 Dollars and 00 Cents, of which 78.54 Dollars has been paid as a deposit on the property in Dist. 2.3.57 described as Certificates - 35 and 87 Resale of tax sale property on which foreclosure proceedings have been [illegible] but title has not been taken and assessed to Court Order 9125.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, 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 19 Oct., 1951

Witness my hand and seal, this 9th day of Oct 1950

JOSEPH H. GRISCOM, Sr,
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this OCT 9 1950 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,

[signature]
Notary Public.

My Commission Expires MAY 7 1951 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.

As witness my hand and seal. Frankie Wilson (SEAL)

WITNESS: Walton D. Wilson

Complainant's Exhibit No.

1011

CERTIFICATE OF TAX SALE

LIBER 75 PAGE 420

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 9th 1950, I sold to Frankie Wilson Brooklyn Md at public auction for the sum of 286 Dollars and 00 Cents, of which 285.66 Dollars has been paid as a deposit on the property in 2-3-5-7 Dists described as Certificates 566-560 561-582-567-568-569-570-572-583- Parcels of land on which foreclosure proceedings have been started but title had not been taken, Court Order 9546 and assessed to

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1957, 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 17 Oct, 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 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 October 12, 1951

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in and to the property described above unto Frankie Wilson & Sons, Inc.,

AS WITNESS my hand and seal.

Frankie Wilson (SEAL)

Witness: Walton D. Wilson

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Frankie Wilson & Sons, Inc.,
a body corporate,
1000 Hammonds Ferry Road, Linthicum,

Complainant,

Vs.,

John J. Carson,
Care D. E. Hickey,
3352 - 18th St., S. W.,
Washington, D. C.,

Cora B. Miller and Orlando R. Miller,
1130 Morse Street, N? E.,
Washington, D. C.,

Laura V. Phelps,
7019 Georgia Ave., Washington, D. C.,

The Holloway Co.,
13-15 Guilford Ave.,
Baltimore - 2 - Maryland,

David Morgan and Annabelle Morgan,
1135 Comet St., Baltimore - 2 - Md.,

John C. Mengel,
Care Robert Geis,
Brooklyn, Baltimore - 25 - Md.,

Samuel H. Winter and Charles Schmidt,
1747 South Charles St., Baltimore - 30 - Md.,

Lilly A. Wolf,
3539 Old York Road, Baltimore - 18 - Md.,

Louis R. Dennis and Sadie S. Dennis,
623 Powhattan Ave., Baltimore, Md.,

Elikin T. Oliver,
Severn, Maryland,

Isabella Scott,
Shadyside, Maryland,

Arundel Realty Company,
Care Annapolis Savings Institution,
Annapolis, Maryland,

Frank King and Annie King,
5800 Belle Grove Road,
Baltimore - 25 - Maryland,

Alice Reynolds and Genevieve Turner,
Munroe Reynolds,
Bolivar Ave., Patapsco Park,
Baltimore - 25 - Maryland,

Baltimore Federal Savings & Loan Ass'n,
Fayette & St. Paul Streets,
Baltimore - 2 - Maryland,

National Distributing Co.,
106 South Hanover St.,
Baltimore - 2 - Maryland.

Sidney White and Mary Lee White,
220 West Biddle Street,
Baltimore - 1 - Maryland,

William C. Ball,
640 Haw Street,
Baltimore - 30 - Maryland,

Paul J. Thompson,
102 West Centre Street,
Baltimore - 1 - Maryland, Respondents

In The
Circuit Court for Anne Arundel County
In Equity
No. 10,345

Filed 19 Oct. 1951

13

And all persons having or claiming to have
any interest in properties known as
Lots 267, 268, 269 Plat 1, as shown on plat
of Patapsco Park, Fifth Election District,
Anne Arundel County,
Lots 814, 815, 816, 845, 846 and 847, [redacted] and improvements
Plat of Patapsco Park, Fifth Election District,
Anne Arundel County,
Lots 731, 732 and 733 Plat 1 and improvements
as shown on Plat of Patapsco Park, Fifth
Election District Anne Arundel County,

Lots 691, 692 and south ½ Lot 690 Section C
Ferndale Farms

Lot 18, Block 15,
Part of Lot 12, Block 17
Lots [redacted], 29, 31, 33, [redacted], Block 7,
Lots 17, 19, [redacted], Block 6, as
shown on Plat of Woodlawn Heights, Fifth Election
District of Anne Arundel County,

Lots 312 and part of Lot 313 Plat 1 Patapsco Park,
and improvements, as shown on plat of Patapsco Park,
Fifth Election District of Anne Arundel County,

Lots Nos. 14 and 16, Block 6, as shown on plat of
Woodlawn Heights, Fifth Election District of Anne
Arundel County,

1 - Lot Shadyside, Seventh Election District of
Anne Arundel County,

Lots 11 to 14, Block 25 as shown on plat of Epping
Forest, Second Election District of Anne Arundel
County,

Lots 73 to 78 and improvements, Block 109
Lot No. 41 Block 49, Section B, as shown on plat of
Herald Harbor, Second Election District of Anne
Arundel County,

Lot 7, Block H,
Alley Lot No. 32, Block H,
Lots 50 to 61, Block J, as shown on plat of Marley
Park, Third Election District of Anne Arundel County,

Lot No. 14, near Lipin's Corner, Third Election
District of Anne Arundel County,

Lots 9 and 10, Block G, as shown on plat of Arundel
Manor, 5th District Anne Arundel County,

Four acres, Ferndale,
Lots 52, 54 and 56 Block 23 as shown on plat of
Woodlawn Heights, Fifth Election District Anne
Arundel County,

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the aforementioned properties, sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said County and the State of Maryland, to Frankie Wilson & Sons, Inc., on eleven Certificates of Tax Sale duly issued therefor, marked Complainant's Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11; that the descriptions of the properties as appearing on the tax rolls of the Treasurer of Anne Arundel County are as above set

forth above; that Frankie Wilson has assigned all her interest in the aforesaid properties to Frankie Wilson & Sons, Inc., Complainants herein.

The Bill states among other things that the amounts necessary for redemption of the properties have not been paid although more than a year and a day from the date of sale has expired.

It is, thereupon, this 19 day of October, 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 the Respondents and all persons having or claiming to have an interest in said property to be and appear in this Court by the 31 day of December, 1951, and redeem the property described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the Complainant a title in fee simple, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk

Frankie Wilson & Sons, Inc., a Body Corporate,	:	In The
Complainant,	:	Circuit Court for Anne Arundel County
Vs.	:	Equity No. 10,345
John J. Carson, et als., Respondents.	:	

- - - - - -

PETITION

To The Honorable, The Judge of said Court:

The Petitioner, Frankie Wilson & Sons, Inc., by Frankie Wilson, its solicitor, respectfully shows:

1. That on October 19, 1951, Frankie Wilson & Sons, Inc., filed in this Honorable Court, a cause entitled: Frankie Wilson & Sons, Inc., versus John J. Carson, et als., Equity Cause No. 10,345, praying foreclosure of rights of redemption to certain properties located in Anne Arundel County.

2. That Paragraph 16 of said Bill of Complaint in Equity Cause No. 10,345, sets forth that Tax Sale Certificate No. 1014 has been issued by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, which certificate has been filed as Exhibit No. 7 in said Equity Cause No. 10,345.

3. That paragraph 17 of said Bill of Complaint sets forth that the description as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District of Anne Arundel County is:

Arundel Realty Company,
Lots 7, 29, 31, 33, 59, 58, Block 7, as shown on the Plat of Woodlawn Heights, Anne Atundel County,

and the description thereof as set-forth in the Certificate of Tax Sale is the same as appears above.

4. That title examination discloses that Lot 7, Block 7 Woodlawn Heights is vested in Frankie Wilson & Sons, by deed, dated October 29, 1946, from C. Albert Hodges, et als. to Frankie Wilson, recorded among the Land Records of Anne Arundel County in Liber JHH No. 386, folio 286. See also JHH No. 507, folio 186, and that said lot is assessed to and taxes paid by said Frankie Wilson & Sons, Inc.

5. That the plat of Woodlawn Heights, recorded among the Plat Records of Anne Arundel County in Liber G.W. No. 60, folio 50, does not indicate any such lots as 58 and 59, Block 7.

Filed 31 Oct., 1951

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6. That paragraph 18 of said Bill of Complaint sets forth that Tax Sale Certificate No. 1023 has been issued by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, which certificate was filed as Exhibit No. 8 in said Equity Cause No. 10,345.

7. That paragraph 19 of said Bill of Complaint sets forth that the description as the same appears upon the tax roll of the Treasurer aforesaid for the Fifth Election District of Anne Arundel County is:

Arundel Realty Company,
Lots 17, 19, 49, 51, 53 and 55, Block 6, as shown on the
Plat of Woodlawn Heights, Anne Arundel County,

and the description thereof as set forth in the Certificate of Tax Sale is the same as appears above.

8. That title examination discloses that lots 49, 51, 53 and 55, Block 6, as shown on plat of Woodlawn Heights, is vested in and taxes paid by Charles Lorant, care of Mary Lorant, Box 9-B, Severna Park, Maryland.

TO THE END, therefore:

(a) That an order be passed dismissing tax sales on the following

Lot 7, Block 7, Woodlawn Heights,
Lots 58 and 59, Block 7, Woodlawn Heights,
Lots 49, 51, 53 and 55, Block 6 Woodlawn Heights,

(B) And for such other and further relief as the case may require.

AND as in duty bound, etc.

Frankie Wilson
Frankie Wilson, Solicitor for Petitioner.
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 30th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., Petitioner herein, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Elizabeth Lee Davis
Elizabeth Lee Davis - Notary Public.

Filed 31 Oct., 1951.

Equity No. 10,345

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 31st day of October, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that so much of the tax sales as set forth in the aforesaid petition as being in error, namely, Lots 7, 58, 59 Block 6, Woodlawn Heights, and Lots 7, 9, 51, 53, 55 Block 6, Woodlawn Heights be, and the same are, hereby dismissed.

Benjamin Weidemeyer
Judge.

Noah A. Hillman,

Vs.

George F. Kortzenborn,
et als.,

IN THE

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY No. 9125

- - - - - - -

PETITION

To The Honorable, The Judge of Said Court:

The Petitioner, Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, by Frankie Wilson, its attorney, respectfully shows:

1. That on OCTOBER 8, 1946, Noah A. Hillman filed in this Honorable Court a cause entitled: Noah A. Hillman Vs. George F. Kortzenborn, et als., Equity No. 9125, praying foreclosure of rights of redemption to certain properties located in Anne Arundel County, to some of which title was taken and others incompleted.

Filed 31 Oct. 1953

2. That on October 9, 1950, Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, proceeded to and did resell the properties hereinafter described upon which title had not been taken under Equity No. 9125, and that Frankie Wilson purchased at said sale the following properties:

Elikin T. Oliver,
Lots 14 and 16, Block 6, as per plat of Woodlawn Heights,

for which Tax Sale Certificate No. 341 was issued and filed in Equity No. 9125

Isabella Scott,
1 - lot, Shadyside

for which Tax Sale Certificate No. 287 was issued and filed in Equity No. 9125.

3. That Tax Sale Certificate No. 1010 , dated October 9, 1950, was issued by said Joseph H. Griscom, Senior, Treasurer of said County, which said certificate has been duly assigned by Frankie Wilson to Frankie Wilson & Sons, Inc., petitioner herein; that said tax sale certificate was filed as Exhibit No. 10 in Equity Case No. 10,345, and covered the two properties above described.

TO THE END, THEREFORE:

(a) That an order be passed dismissing the aforesaid tax sales under Equity Case No. 9125.

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

And as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Solicitor for Petitioner
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland

 Exhibit No. 1

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 26th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., petitioner herein, and made oath in due form of law that the matters and facts as set forth in the above petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

SIGNED Elizabeth Lee Davis
Elizabeth Lee Davis - Notary Public.
(SEAL)

Equity No. 9125

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 30th day of October, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the tax sales as set forth in the aforesaid petition, and which tax sales were included in Equity Case No. 9125, but to which deed has not been taken, be and the same are hereby dismissed.

Benjamin Michaelson
Judge.

TRUE COPY,
TEST: John H. Hopkins, 3rd,
Clerk

Noah A. Hillman,	:	In The
Vs.	:	Circuirt Court for Anne Arundel County
John J. Carson, et als.	:	Equity No. 9546

- - - - -

PETITION

To The Honorable, The Judge of Said Court:

The Petitioner, Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, by Frankie Wilson, its attorney, respectfully shows:

1. That on OCTOBER 13, 1948 Noah A. Hillman filed in this Honorable Court a cause entitled, Noah A. Hillman versus John J. Carson, et als., Equity No. 9546, praying foreclosure of rights of redemption to certain properties located in Anne Arundel County, to some of which title was taken and others incompleted.

2. That on October 9, 1950, Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, proceeded to and did resell the properties hereinafter described, upon which title had not been taken under Equity No. 9546, and that Frankie Wilson purchased at said sale the following properties:

John J. Carson,
Lots 11 to 14, Block 25, Epping Forest

Cora B. Miller and Orlando R. Miller,
Lots 73 to 78 and improvements, Block 109, Herald Harbor

Laura V. Phelps,
Lot 41, Block 49, Herald Harbor

The Holloway Company,
Lot 7, Block H, Marley Park,
Alley Lot 32, Block H, Marley Park,
Lots 50 to 61, Block J, Marley Park,

David and Annabelle Morgan,
Lot 14, near Lipin's Corner,

John C. Mengel,
Lots 9-10, Block G, Arundel Manor,

Margaret O'Meara,
Lots 32, 33, Block H, Garland

Samuel H. Winter, et al.,
4 - acres, Ferndale,

Lillie A. Wolf,
Lots 52, 54, 56, Block 23, Woodlawn Heights

Louis R. Dennis and Sadie S. Dennis,
Lots 96, 97 and 98, Block C, Snug Harbor,

3. That Tax Sale Certificate No. 1011, Dated October 9, 1950, has been issued by Joseph H. Griscom, Senior, Treasurer of said County, which said certificate has been duly assigned by Frankie Wilson to Frankie Wilson & Sons,

Filed 5 Oct 1951

Exhibit No. 2.

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Inc., petitioner herein, and that said tax sale certificate was filed as Exhibit No. 11 in Equity Case No. 10,345, and covered all of the properties above described.

4. That Tax Sale Certificate No. was issued to cover property:

Margaret O'Meara,
Lots 32 and 33, Block H, Garland,

which said certificate was filed in Equity Case No. 9546.

5. That title examination discloses that Lots 32 and 33, Block H, Garland were deeded by the J. Baker Boyd Corporation to Margaret O'Meara by deed, dated April 28, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 22, folio 254, but that said lots were conveyed without release of mortgage from said The J. Baker Boyd Corporation to Joshua F. Johnson, which said mortgage was later foreclosed and Lots 32 and 33, Block H sold by Joshua F. Johnson and wife to Nellie M. Thompson and William M. Thompson, her husband, who conveyed said lots by deed recorded among aforesaid Land Records in Liber JHH No. 357, folio 4 to Charles F. Anderson and Dorothy M. Anderson, his wife, to whom the said lots are now assessed.

TO THE END, THEREFORE:

(a) That an order be passed, dismissing the aforesaid tax sales under Equity Case No. 9546.

(b) That an order be passed dismissing the aforesaid property of:

Margaret O'Meara
Lots 32 and 33, Block H, Garland,

in the re-sale on October 9, 1950, by Joseph H. Griscom, Senior, Treasurer of said County, and included in Tax Sale Certificate No. 1011.

(c) And for such other and further relief as the case may require.

And as in duty bound, etc.

Frankie Wilson
Frankie Wilson, Solicitor for Petitioner.
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 29th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., and made oath in due form of law that the matters and facts set forth in the above petition are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(SIGNED) Elizabeth Lee Davis
Elizabeth Lee Davis - Notary Public.
(SEAL)

Equity No. 9546

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 30th day of October, 1951, ORDERED by the Circuit Court of Anne Arundel County, in Equity, that the tax sales as set forth in the aforesaid petition, and which tax sales were included in Equity Case No. 9546 but to all of which deed has not been taken, be, and the same are, hereby dismissed.

Benjamin Michaelson
Judge.

TRUE COPY.

TEST: John H. Hopkins, 3rd,
Clerk

LIBER 75 PAGE 432 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 1st, 1951

We hereby certify, that the annexed Order of Publication Equity No. 10,345 John J. Carson

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 31st day of December, 1951. The first insertion being made the 25th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Beth Falls

Filed 7 Dec., 1951.

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FRANKIE WILSON & SONS, INC. a body corporate	:	NO. 10,345 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
FRANK KING and ANNIE KING, his wife, et al.	:	ANNE ARUNDEL COUNTY

:::::::

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the respondents, Frank King and Annie King, his wife, may redeem the property described in Tax Sale Certificate No. 1015, filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel County for 1949 taxes	39.57	
1950 taxes	27.42	
1951 taxes	24.75	91.74
Clerk of Court, proportionate share court costs		12.40
Proportionate share of advertising (1/20 of $88.76)		4.44
Notary fee		.25
Title examination		15.00
		123.83

Frankie Wilson

Frankie Wilson
1000 Hammonds Ferry Road
Linthicum Heights, Maryland
Solicitor for Complainant

Albert J. Goodman

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Respondents,
Frank King and Annie King

ORDER OF COURT

Upon the aforegoing stipulation, it is this 28 day of ~~December~~ January, 195~~2~~, 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. 1015 are:

To be paid to the County Treasurer of Anne Arundel County for 1949 taxes	39.57	
1950 taxes	27.42	
1951 taxes	24.75	91.74
Clerk of Court, proportionate share court costs		12.40
Proportionate share of advertising (1/20 of $88.76)		4.44
Notary fee		.25
Title examination		15.00
		123.83

Benjamin Michaelson
Judge

Filed 2 Jan. 1952.

Filed 2 Jan. 1952.

Equity No. 10,345

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN EQUITY

FRANKIE WILSON & SONS, INC.,
A Body Corporate,

Vs.

JOHN J. CARSON,
et als.

A F F I D A V I T

State of Maryland, Anne Arundel County, To Wit:

On this 2nd day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, who being by me duly sworn according to law deposed and said:

That she is the Solicitor for Frankie Wilson & Sons, Inc., complainant in this proceeding.

That before filing the Bill of Complaint in this cause, an effort was made to determine whether the defendants were deceased, or their whereabouts. That the last known addresses of the respective defendants were set forth in the Bill of Complaint.

That a letter containing a copy of the Bill of Complaint was forwarded by mail to each of the non-residents of the State of Maryland at their last known addresses on October 17, 1951, two of which were returned marked "Not here," which envelppes are attached hereto and made a part hereof; and a copy of said letter addressed to Laura V. Phelps is attached hereto and which was not returned.

That summons were issued to all of the residents of the State of Maryland, all of whom were served, with the exception of:

Elikin T. Oliver, returned by the Sheriff of Anne Arundel County, marked "Moved twenty years ago -- non-est"

Whereupon affiant addressed a letter to said Elikin T. Oliver at East White House, New Jersey, dated November 1, 1951, a copy of which is attached hereto and made a part hereof.

Isabella Scott, returned by the Sheriff of Anne Arundel County, marked "deceased" "Non-Est"

Arundel Realty Company, returned by the Sheriff of Anne Arundel County, marked "dissolved - non est."

Paul J. Thompson, returned by the Sheriff of Baltimore City as "moved to Philadelphia, Pa., and was with National Radiator and may be for

Filed 2 Jan., 1952

himself now." Whereupon Affiant addressed a letter to him in care of National Radiator Company, Philadelphia, Penna., which letter was returned to the writer marked: "Return to writer - unclaimed" and "insufficient address," which letter is attached hereto as part hereof.

Affiant further makes oath that according to the Equity, law and land records of Anne Arundel County and the records of the Register of Wills of said County, title to said properties is still vested in the names of the parties listed as respondents in Equity Cause No. 10,345.

That the affiant knows of no other addresses of the defendants.

Sworn to and subscriber before me the day and year first above written.

Elinore G. Girault
Notary Public

Frankie Wilson
Frankie Wilson - Affiant

Equity No. 10,345

In the Circuit Court for Anne Arundel County

In Equity

FRANKIE WILSON & SONS, INc.,
a body corporate

vs.

JOHN J. CARSON,

et als.

ORDER OF DISMISSAL

To the Clerk of said Court:

Alice Reynolds and Genevieve Turner, Munroe Reynolds and Alice Reynolds, his wife, Baltimore Federal Savings and Loan Association, Inc., and National Distributing Company, and Frank King and Annie King, his wife, all named as Respondents in the above entitled cause, and the properties in which they are involved, having been redeemed, I respectfully ask that insofar as each of these parties are concerned that the case be dismissed.

Frankie Wilson
Frankie Wilson, Solicitor for Complainant

Filed 2 Jan. 1952.

LIBER 75 PAGE 436

Frankie Wilson & Sons, Inc., a body corporate	:	In The
Complainant	:	Circuit Court for Anne Arundel County
vs.	:	Equity No. 10,345
John J. Carson,	:	
et als.,	:	
Respondents.	- - - -	

DECREE PROCONFESSO.

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Respondents having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them

IT IS THEREUPON this 2d day of January, 1952, 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 proconfesso against the said Respondents.

Benjamin Wilson
Judge.

Filed 2 Jan., 1952.

FRANKIE WILSON & SONS, INC., a body corporate	:	NO. 10,345 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
FRANK KING and ANNIE KING, his wife, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the respondents, Frank King and Annie King, his wife, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 1015, filed in these proceedings.

Frankie Wilson
Frankie Wilson
1000 Hammonds Ferry Road
Linthicum Heights, Maryland
Solicitor for Complainant

Filed 3 Jan., 1952.

623 Powhatan Place, N.W.,
Washington 11, D.C.
January 4, 1952

Frankie Wilson, President,
Frankie Wilson & Sons, Inc.,
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

In Re: (1) Equity No. 9546, Anne Arundel County Circuit Court.
(2) Frankie Wilson & Sons, Inc., A Body Corporate v. John J. Carson, et al.

Dear Sir:

I have just received your letter dated October 17, 1951 (in an envelope post marked Glen Burnie, Maryland, January 1, 1952) enclosing a copy of Bill of Complaint and Order for Publication in connection with Lots 96, 97 and 98, Block C, Snug Harbor, 7th Election District, Anne Arundel County, Maryland, and advising that the lots were purchased by you at a tax sale.

Filed 7 Jan. 1952

I have a file of correspondence concerning my efforts to redeem the above-described lots from the former purchaser, Noah A. Hillman, Esq., Attorney At Law, Annapolis Hotel, Annapolis, Maryland. In a letter dated April 7, 1949, Mr. Hillman informed me that he had purchased the lots but was willing that I redeem them and that he would file a petetion to dismiss foreclosure proceedings (Equity No. 9546) as to me. I had no reason to believe that the petetion to dismiss the action as to me had not been filed. Subsequently I tried to contact Mr. Hillman without success. I have written to him as well as the Clerk, Circuit Court for Anne Arundel County, regarding the matter. My letters have never been returned so I believe that they were received by the addressees.

The Bill of Compalaint appears to be defective in that my address for the past 15 years has been (and still is)

623 Powhatan Place, N.W.,
Washington 11, D.C.

I would like to redeem the lots. Will you please advise me further concerning the matter or have your attorney contact me.

Very truly yours,

Louis R. Dennis

Louis R. Dennis

cc
Treasurer, Anne Arundel County, Annapolis, Maryland.
Clerk, Circuit Court For Anne Arundel County, Maryland.

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Frankie Wilson & Sons, Inc., a body corporate,	:	No. 10345 Equity
vs.	:	In the Circuit Court for Anne Arundel County
John J. Carson, Cora B. Miller and Orlando R. Miller, her husband, et al	:	

: : : : : : : : : : :

Petition to strike out decree pro confesso and for Petitioners to be made parties defendants and order of Court thereon.

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of Foster Watson and Fannie Watson, his wife, respectfully shows:

1.

That on the 16th day of April, 1951, David Morgan and Annabelle Morgan, his wife, entered into a contract of sale with your Petitioners to convey to them Lot No. 14 Addition to Arundel Farms at and for the sum of six hundred fifty dollars on account of which purchase price one hundred fifty dollars was paid in cash by your Petitioners and they have made further payments of fifteen dollars per month on the 16th day of each month thereafter. That there is a total balance of two hundred seventy dollars due and owing by said Petitioners to the said David Morgan and Annabelle Morgan, his wife, said contract of sale to be produced at the trial of the cause.

2.

That your Petitioners entered into possession of the said property and now have lumber on the property and have a permit to build a house thereon and your Petitioners knew nothing of the defect in the title until the Plaintiff herein and purchaser of the tax sale certificate, Frankie Wilson and Sons, Inc., left word with a neighbor for your Petitioners to stop building on the premises.

Filed 30 Jan., 1952.

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3.

That after the said notification, your Petitioners employed counsel who advised them that the said real estate was in a tax sale made to Frankie Wilson and Sons, Inc., and that the owners of the legal title, to wit: David Morgan and Annabelle Morgan, his wife, had never been personally summoned.

4.

That in order to preserve their rights your Petitioners desire that the decree pro confesso against David Morgan and Annabelle Morgan, his wife, be stricken out and that they be permitted to be made parties defendants and that they further be permitted to pay whatever amount is necessary to redeem the real estate herein described.

Wherefore, your Petitioners pray:

1. That the decree pro confesso dated January 2nd, 1952, and filed in this cause as against David Morgan and Annabelle Morgan, his wife, be stricken out.
2. That your Petitioners be permitted to intervene as parties defendants in this cause.
3. That your Petitioners be permitted to pay off the amount necessary to redeem said property.
4. That your Petitioners may have such other and further relief as their case may require.

And as in duty bound, etc.

George D. Woelfel

George D. Woelfel
Solicitor for Petitioners
9-11 School Street
Annapolis, Md.

ORDER OF COURT

Upon the aforegoing petition it is this 30th day of January, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and D ECREED that the decree pro confesso dated January 2nd, 1952, and entered in this cause against David Morgan and Annabelle Morgan, his wife, be and the same is hereby stricken out as to the said David Morgan and Annabelle Morgan, his wife.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that Foster Watson and Fannie Watson, his wife, be made parties defendants in this cause with leave to the said Foster Watson and Fannie Watson, his wife, to ~~pay off the amount necessary to redeem the property~~ assert such rights as they may have in the premises.

And it is further ORDERED by the authority aforesaid that Frankie Wilson and Sons, Inc., a body corporate, be and it is hereby directed to file in this cause an itemized account of the amount due and owing by the said David Morgan and Annabelle Morgan, his wife, to redeem said property, on or before the 23d day of February, 1952, provided a copy of this petition and order of Court be served on Frankie Wilson and Sons, Inc., a body corporate, on or before the 11th day of February, 1952.

Benjamin Michaelson
Judge

Filed 30 Jan., 1952.

Copy of petition and order of Court mailed Frankie Wilson & Sons, Inc. 1000 Hammonds Ferry Road, Linthicum, Md, this 30th day of January, 1952.

George B. Woelfel
M.M.H.

23

FRANKIE WILSON & SONS, INC., a body corporate	:	In The
VS.	:	Circuit Court for Anne Arundel County
DAVID MORGAN and ANNABELLE MORGAN, HIS WIFE, FOSTER WATSON and FANNIE WATSON, wife: et als.	:	Equity No. 10,345

- - - - - -

STIPULATION

It is agreed between the parties hereto that the following amounts must be paid in order that the respondents, Foster Watson and Fannie Watson, his wife, may redeem the property described in these proceedings as Lot 14 Addition to Arundel Farms:

To be paid to the County Treasurer of Anne Arundel County	
for 1949 taxes	$ 5.25
for 1950 taxes	10.53
for 1951 taxes	4.68
for 1952 taxes	4.44
for 1947 taxes	7.26
for 1948 taxes	5.13
Clerk of Court, proportionate share court costs	16.65
Proportionate share of advertising	4.44
Notary fee	.25
Title examination	15.00
	$ 73.63

Frankie Wilson
Frankie Wilson, Solicitor for Complainant.

George B. Woelfel
George B. Woelfel, Solicitor for Foster Watson and Fannie Watson, Petitioners.

ORDER OF COURT

Upon the aforegoing stipulation, it is this 5th day of February, 1952, by the Circuit Court for Anne Arundel County, in Equity, ordered that the amounts necessary to redeem the property described as No. 14 Addition to Arundel Farms are:

To be paid to the County Treasurer of Anne Arundel County,	
for 1947 taxes	7.26
for 1949 taxes 1948 taxes	$ 5.13
for 1950 taxes	5.25
for 1951 taxes	10.53
for 1952 taxes	4.68
Clerk of Court, proportionate share court costs	4.44
Proportionate share of advertising	16.65
Notary Fee	4.44
Title examination	.25
	15.00
	$73.63

Benjamin Michaelson
Judge

Filed 4 Feb, 1952.

Filed 5 Feb, 1952.

25

FRANKIE WILSON & SONS, INC., a body corporate	:	
VS.	:	In The
DAVID MORGAN and ANNABELLE MORGAN, his wife, and FOSTER WATSON and FANNIE WATSON, his wife,	:	Circuit Court for Anne Arundel County
	:	Equity No. 10,345
et als.	:	

- - - - - -

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to the Respondents, David Morgan and Annabelle Morgan, Foster Watson and Fannie Watson, his wife, and all persons having or claiming to have any interest in the property described in these proceedings as Lot No. 14 Addition to Arundel Farms.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant.

FRANKIE WILSON & SONS, INC., a Body corporate	:	
VS.	:	No. 10,345
LOUIS R. DENNIS, and SADIE S. DENNIS, His wife,	:	IN THE CIRCUIT COURT FOR
and	:	ANNE ARUNDEL COUNTY
LAURA V. PHELPS.	:	

- - - - - - -

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and satisfied and the properties redeemed as to the respondents, Louis R. Dennis and Sadie S. Dennis, his wife, and Laura V. Phelps, and all persons having or claiming to have any interest in the property described in Tax Sale Certificate No. 1011, filed in these proceedings insofar as said certificate refers to the particular persons above named.

Frankie Wilson

Frankie Wilson,
1000 Hammonds Ferry Road, Linthicum Heights, Maryland,
SOLICITOR FOR COMPLAINANT

Filed 5 Feb., 1952.

Frankie Wilson & Sons, Inc., a Body Corporate,	:	
Complainant,	:	In The
Vs.	:	Circuit Court for Anne Arundel County
John J. Carson, et als., Respondents.	:	Equity No. 10,345

- - - - - -

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1943 Supplement):

IT IS THEREUPON, this 8th day of April, 1952, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

(1) That all rights of redemption of the following Respondents:

John H. Carson,
Cora B. Miller and Orlando R. Miller, her husband,
The Holloway Company,
John C. Mengel,
Samuel H. Winter and Charles Schmidt,
Lilly A. Wolf,
Elikin T. Oliver,
Isabella Scott,
Arundel Realty Company, Inc.,
Sidney White and Mary Lee White, his wife,
William C. Ball,
Paul J. Thompson,

or of anyone claiming by, through or under them, in and to the specific properties described in this proceeding has having been formerly assessed to them, the same having been sold by the Treasurer of Anne Arundel County on October 9th, 1950, for non-payment of taxes, be and the same are hereby barred and foreclosed;

(2) That an absolute and indefeasible title in fee simple to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all incumbrances thereon (except taxes accruing subsequent to said date of sale and other public assessments to which the same are subject), are hereby vested in the Complainant;

(3) That upon payment by Complainant of the balance, if any, due on the purchase price, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale by the Treasurer of Anne Arundel County, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Complainant.

(4) That the Complainant shall pay the costs of this proceeding.

Benjamin Michaelson
Judge.

Filed 8 Apr., 1952.

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BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	
	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post Office, Maryland;	*	FOR
	*	ANNE ARUNDEL
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	
		COUNTY
MILDRED DITTMAR, Millersville Post Office, Maryland;	*	
	*	
JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland	*	EQUITY NO. 10,137
Defendants	*	

****

BILL OF COMPLAINT

****

Filed 28 Dec., 1950.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Bertha Wagner, Administratrix of the Estate of John Buenger, Deceased, respectfully shows:

PARAGRAPH 1: That john Buenger, Deceased, late of Margate, Glen Burnie Post Office, Anne Arundel County, Maryland; departed this life on October 17, 1950; and left surviving him the following children:

a. Bertha Wagner, Daughter, Millersville Post Office, Maryland - 27 years of age.

b. Daniel Anthony Buenger, Son, Millersville Post Office, Maryland - 21 years of age.

c. Mildred Dittmar, Daughter, Millersville Post Ofice, Maryland - 18 years of age.

and that your Oratrix qualified as Administratrix of said Estate, as will appear by reference to a Certified Copy of Letters of Administration filed herewith, marked Exhibit "A"; and prayed to be taken, read and considered as part hereof.

PARAGRAPH 2: That the said John Buenger died possessed of a lot of furniture and a 1939 G.M.C. Truck; and which was valued and appraised by the appraisers in the Orphans' Court for Anne Arundel County at the sum of Two Hundred Forty-Six Dollars and Fifty Cents ($246.50), as will more fully appear by reference to a copy of the Personal Inventory of said personal estate heretofore filed and recorded among the Inventories in the Office of the Register of Wills for Anne Arundel County; a certified copy of said inventory filed herewith, marked

Exhibit "B", and prayed to be taken, read and considered as part hereof.

PARAGRAPH 3. That your Oratrix has received the following bills against the estate for the following amounts:

A. J. F. Johnson Lumber Company Glen Burnie, Maryland	$ 658.29
b. Johns Hopkins Hospital	18.05
c. Johns Hopkins Hospital	2.50
D. Benton C. Williams	38.50

PARAGRAPH 4: That John Buenger died seized and possessed of Lots Nos. 204 to 211, both inclusive, as shown on the Plat of Margate; and Lot Nos. 212 to 216, both inclusive; as shown on the Plat of Margate, subdivided by the Cityco Realty Company of Baltimore City, which property is described in the following two deeds:

1. Deed from Cityco Realty Company to John H. Buenger and Tena Buenger, his wife (the said Tena Buenger having departed this life prior to the death of John Buenger); dated February 9, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 300, folio 324;

2. Deed from Cityco Realty Company to John H. Buenger and Tena Buenger, his wife (the said Tena Buenger having departed this life prior to the death of John Buenger); dated October 17, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 228, folio 8;

Certified copies of said Deeds are filed herewith, marked Exhibits "C" and "D" respectively, and prayed to be taken, read and considered as part hereof; the said lots of ground are improved by two single bungalow dwelling houses.

PARAGRAPH 5: That the said John H. Buenger by deed recorded on June 18, 1946, in Liber J.H.H. 382, folio 275, Land Records of Anne Arundel County, conveyed unto a Mr. Snyder, Lots Nos. 204, 205 and 206, as shown on the Plat of Margate, recorded among the Land Records aforesaid in Plat Cabinet 1, Rod X, Plat 3; thus leaving Lots Nos. 207 to 216, both inclusive, as shown on the Plat of Margate, outstanding in the name of John H. Buenger, upon which the two bungalow houses hereinbefore mentioned are erected.

PARAGRAPH 6: That the said John H. Buenger (after the death of his wife, Tena Buenger) on June 11, 1946, took into his house a Josephine Grabowski, who claims to be the wife of the late John Buenger, but is unwilling to submit evidence of her marriage to your Oratrix so that proper provision can be made to protect her interests.

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PARAGRAPH 7: That your Oratrix is further informed that the said Josephine Grabowski, who calls herself Josephine Buenger, paid the sum of Four Hundred Eighty-One Dollars and Ninety Cents ($481.90) to F. W. Ozazewski, Funeral Director of 1930 Eastern Avenue, Baltimore City, Maryland, for the funeral and burial expenses of the said John H. Buenger.

PARAGRAPH 8: That your Oratrix is advised that the late John H. Buenger and the said Josephine Grabowski executed three mortgages to the St. Casimir's Building and Loan Association of Baltimore City, as follows:

a. Mortgage recorded on March 9, 1949 in Liber J.H.H. 513, folio 469, in the sum of $3,000.00; covering Lots 207 to 216, both inclusive, as shown on the Plat of Margate.

b. Mortgage recorded on June 23, 1950 in Liber J.H.H. 576, folio 273, in the sum of $3,000.00; covering Lots 207 to 216, both inclusive, as shown on the Plat of Margate

c. Mortgage recorded on August 2, 1950 in Liber J.H.H. 582, folio 313, in the sum of $1,500.00¢ covering Lots 207 to 216, both inclusive, as shown on the Plat of Margate.

PARAGRAPH 9: That the present personal estate of the late John H. Buenger, in the hands of Bertha H. Wagner, Administratrix, the Complainant herein, is insufficient for the payment of his just debts and expenses to defray the cost and expenses of his Estate.

PARAGRAPH 10: That the said Mortgages heretofore mentioned are now in default, and your Oratrix, in executing her duties as Administratrix, discovered the property advertised for foreclosure, due to default under the Mortgages; and your Oratrix out of her own personal funds advanced the sum of Five Hundred and Fifty ($550.00) Dollars in order to stop the foreclosure proceedings, so that the Estate could be saved for the heirs at law, as is shown by letter field herewith, marked Exhibit "E", and prayed to be taken, read and considered as part hereof; That the balance as of October 24th, 1950, indicate that there is due and owing the St. Casimir's Building and Loan Association, the sum of Seven Thousand Forty-Three Dollars and Eighty-Seven Cents ($7,043.87), as will appear by reference to letter filed herewith, marked Exhibit "F", and prayed to be taken, read and considered as part hereof.

PARAGRAPH 11: That the said Mortgage payments are now in default, and a sale under the Mortgages aforesaid will undoubtedly result in the loss of said properties for the Estate, and inability to properly administer the Estate.

PARAGRAPH 12; That your Oratrix has made every effort to obtain a purchaser for said property at private sale, but to date she has failed to do so.

PARAGRAPH 13; That your Oratrix desires to sell said property under proper Order of this Court, and that the amount received from the said sale of the personal estate is insufficient to pay the debts of the said decedent, and the cost of administration of his Estate; and therefore, it will be absolutely necessary, in order to pay the debts of the said decedent, and the costs of the administration of his Estate, that the said real estate mentioned in these proceedings, valued, appraised and inventoried as aforesaid, may be sold and disposed of.

TO THE END THEREFORE, your Petitioner prays:

(a) That a Trustee or Trustees may be appointed by this Honorable Court to sell and dispose of the said real estate at either public or private sale and if at private sale, at a sum not less than its appraised value, and to distribute the proceeds of such sale or sales under the jurisdiction of this Honorable Court.

(b) That a guardian ad litem be appointed for the said infant child, Mildred Dittmar.

(c) That your Petition er may have such other and fuether relief as her case may require.

May it please your Honors to grant unto the Plaintiff the Writ of Subpoena directed to the Defendants, Bertha Wagner, Millersville Post Office, Maryland; Daniel Anthony Buenger, Millersville Post Office, Maryland; Mildred Dittmar, Millersville Post Office, Maryland; and Josephine Grabowski, also known as Josephine Buenger, Margate, Glen Burnie Post Office, Maryland; directing and commanding them to be and appear in this Court on some certain day to be named therein to answer the premises and abide by and perform such decrees as may be passed therein.

AND as in duty bound, etc.

John Demyan, Jr.
Solicitor for the Complainant

JOHN DEMYAN, JR.
ATTORNEY AT LAW
COUNTY TRUST BANK BUILDING
ANNAPOLIS, MARYLAND

Bertha J. Wagner
Bertha Wagner, Administratrix of
The Estate of John H. Buenger
Complainant

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 23rd day of December, 1950; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Bertha Wagner, Administratrix of the Estate of John Buenger, Deceased, and made oath in due form of law that the matters and facts set forth in the above Bill of Complaint are true to the best of her knowledge, information and belief.

ASWITNESS my hand and Notarial Seal.

Amelia H. Tubman

Amelia H. Tubman
Notary Public

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

A

LIBER 75 PAGE 450

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of John Buenger deceased, was on the 17th day of October in the year of our Lord one thousand nine hundred and fifty, granted and committed unto Bertha Wagner who was then and there appointed Administratrix of the said deceased, and that the above letters are now in full force and effect.

Filed 28 Dec., 1950

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 29th day of November in the year of our Lord nineteen hundred and ~~forty~~ fifty.

TEST:

ANNE ARUNDEL COUNTY ORPHANS COURT

R. Glenn Prout
Register of Wills for Anne Arundel County.
By Clemence C. Burwell
Deputy

Plaintiff's Exhibit A

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LIBER 75 PAGE 451

Saint Casimir's Building and Loan Association, Inc.	IN THE
VS.	ANNE ARUNDEL Circuit Court for ~~Baltimore~~ County
John H. Buenger and Josephine G. Buenger, his wife	IN EQUITY

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of Saint Casimir's Building and Loan Association, Inc.

under the mortgage from John H. Buenger and Josephine G. Buenger, his wife

to Saint Casimir's Building and Loan Association, Inc.

dated the 31st day of July, 1950 ~~193~~, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber JHH No. 582 Folio 313

Amount of mortgage loan	$1500.00
Paid on account	3.75
	1496.25
Interest, 13 weeks to Oct. 24th, 1950	23.40
	1519.65

Filed 31 Oct., 1950.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 24th day of October in the year nineteen hundred and fifty before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~county~~ City of Baltimore, personally appeared Adam M. Jaworski, secretary of the said body corporate,

the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

ADAM S. GREGORIUS, JR. NOTARY PUBLIC BALTIMORE, MD.

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Notary Public

(Int Rev. Stamp) $1.10 Md. State Stamp .50)

THIS DEED, Made this 9th day of February, in the year one thousand nine hundred and forty-four, between Cityco Realty Company of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, of the first part, and John H. Buenger and Tena Buenger, his wife, of Anne Arundel County in the said State of Maryland, of the second part.

WITNESSETH: that in consideration of the sum of five ($5.00) Dollars and of other valuable considerations, and of the covenants agreements, conditions, limitations, easements and restrictions hereinafter set forth, all of which are entered into by the said Grantees, for themselves, their heirs and assigns, with the said Grantor, its successors and assigns the said Cityco Realty Company of Baltimore City doth grant and convey subject to the said covenants, agreements, conditions, limitations, easements and restrictions as hereinafter set forth unto the said John H. Buenger and Tena Beuenger, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns in fee simple, all that lot or parcel of ground, situate in Anne Arundel County, State of Maryland, aforesaid, and described as follows .

Filed 28 day, 1950

BEGINNING for the same on the Northeast side of Margate Drive, at the west corner of Lot Number 212. as laid out on the Plat of Margate hereinafter referred to; thence Northwesterly along the Northeast side of Margate Drive Four Hundred and Nineteen and Thirty-four One Hundredths (419.34) feet to a bend; thence Westerly along the North side of Margate Drive Two Hundred and Sixty-eight and Eight-tenths (268.8) feet, thence Northwesterly by a curve to the right Fifty and Five One Hundredths (50.05) feet to the East side of Old Furnace Branch Road; thence Northerly along the East side of Old Furnace Branch Road Sixty five (65) feet to a bend; thence Northwesterly the Northeast side of said Road, One Hundred and Fifty-five (155) feet to the Northernmost outline of the whole property heretofore conveyed to the said Cityco Realty Company by Alice C. Benson and hereinafter referred to; thence Easterly

Plaintiff's Exhibit C.

along said Northernmost outline, Two Hundred and One and Four One-hundredths (201.04) feet to the Northeasternmost outline of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City by Alice C. Benson and hereinafter referred to; thence Southeasterly long said Northeasternmost outline Six Hundred and Fifty-five and Twenty-four One-hundredths (655.24) feet to the Northwest side of Lot Number 212, thence Southwesterly along the Northwest side of Lot Number 212 and at right angles to Margate Drive, Two Hundred and Thirty and Six One Hundredths (230.06) feet to the place of beginning. Being Lots Numbers 204 to 211 inclusive, as laid out on the plat of Margate subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 3.

BEING and meaning and intending to convey hereby a portion of the property which was conveyed to the said Cityco Realty Company of Baltimore City by Alice C. Benson by Deed dated December 22nd., 1928., and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 51, folio 39 etc.

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

TO HAVE AND TO HOLD the said described lot of ground and premises subject to the following covenants, agreements, conditions, limitations, easements, and restrictions hereinbefore referred to, which the said Grantees, for themselves, their heirs and assigns, covenant and agree with the said Grantor, its successors and assigns to perform and abide by.

FIRST; At no time shall any part of the said land be used or occupied as a Tavern, nor for the manufacture of said spirituous or malt liquors, nor for any other offensive or dangerous purposes.

SECOND: The house or building line shall be fifty feet back from the street line and no part of any building such as porch, veranda, bay or projecting windows shall be erected more than ten

feet beyondsaid building line, and not more than one building shall be erected on a frontage of forty feet.

THIRD: No barn, stable garage or other outbuildings shall be erected nearer to the main line or avenue on which the lots front than one hundred feet, or nearer to any other road or avenue than twenty-five feet, nor shall any other building be less than ten feet in any dimension, and no sign for advertising purposes shall be erected or placed on said lots.

FOURTH: There are to be no privies.

FIFTH: At no time shall the above described lot or any part thereof or any buildings thereon erected be sold, leased or transferred to or occupied by any negro or persons of negro descent. This provision, however, not to include occupancy by servants or any employee of owner or occupant of the above described lot.

SIXTH: It is distinctly understood and agreed between the parties hereto that all covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof, and the acceptance of this Deed shall have the same effect and binding force upon the parties of the second part, their heirs or assigns, as if the same were signed and sealed by the said parties of the second part.

UNTO AND TO THE USE OF the said John H. Buenger, and Tena Buenger his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns forever in fee simple.

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

AS WITNESS, the corporate seal of the said Cityco Realty Company of Baltimore City, and the signature of J. Kennedy Vickers, the Vice-President thereof, the day and year first above written.

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TEST:

Joseph C. Cook.

(Corporate Seal)

Cityco Realty Company of
Baltimore City,
By J. Kennedy Vickers
Vice President.

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 9th day of February, in the year nineteen hundred and forty, four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J. Kennedy Vickers, the Vice-President of the Cityco Realty Company of Baltimore City, and he acknowledged the aforegoing Deed to be the act of the said Body Corporate.

Witness my hand and Notarial Seal.

Joseph C. Cook
Notary Public.

(Notarial Seal).

Recorded February 15, 1944, at 3 P. M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing is a true taken and copied from Liber J. H. H. No. 300, folio 324, one of the Land Records for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of December, A. D. 1950.

John H. Hopkins 3rd Clerk.

U. S. Int. Rev. Stamp $.55 St Of Md. $.40

THIS DEED, Made this 17th day of October in the year one thousand nine hundred and forty, between the Cityco Realty Company Of Baltimore City, a body corporate, duly incorporated under the laws of the State of Maryland, of the first part and John H. Buenger and Tena Buenger, his wife, of Baltimore City in the said State of Maryland, of the second part.

WITNESSETH: that in consideration of the sum of Five Dollars and other valuable considerations, and of the covenants, agreements, conditions, limitations, easements and restrictions hereinafter set forth, all of which are entered into by the said Grantees, for themselves, their heirs and assigns, with the said Grantor, its successors and assigns, the said Cityco Realty Company of Baltimore City doth grant and convey subject to the said covenants, agreements, conditions, limitations, easements and restrictions as hereinafter set forth, unto the said John H. Buenger and Tena Buenger, his wife, as tenants by the entireties, the survivor of tham, his or her heirs and assigns in fee simple. all that lot or parcel of ground situate in Anne Arundel County, State of Maryland, aforesaid, and described as follows:

Filed 28 Dec, 1950

BEGINNING for the same on the Northeast side of Margate Drive, at the distance of Seven Hundred and Eighteen and Fourteen One-hundredths (71814) feet Southeasterly from the corner formed by the intersection of the prolongations of the Northeast side of Margate Drive and the Esat side of old Furnece Branch Road and at the South corner of Lot Number 211, as laid out on the plat of Margate, hereinafter referred to; thence Southeasterly along the Northeast side of Margate Drive, Five Hundred (500) feet to the Northwest side of Lot Number 217; thence Northeasterly along the Northwest side of Lot Number 217, and at right angles to Margate Drive, Two Hundred and Thirty-five and Sixteen One-Hundredths (235.16) feet to the Northeasternmost outline of the whole property heretofore conveyed to the said Cityco Realty Company of Baltimore City by Alice

Plaintiff's Exhibit D

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C. Benson, and hereater referred to; thence Northwesterly along the said Northeasternmost outline Five Hundred (500) feet to the South east side of Lot Number 211; thence Southwesterly along the South-east side of Lot Number 211, and at right angles to Margate Drive, Two Hundred and Thirty and Six One-hundredths (230.06) feet to the place of beginning.

BEING the Lots Numbered 212 to 216, both inclusive as laid out on the Plat of Margate, subdivided by the Cityco Realty Company, of Baltimore City and recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 3 and.

BEING AND MEANING AND INTENDING TO CONVEY Hereby a portion of the property which was conveyed to the said Cityco Realty Company of Baltimore City, by Alice C. Benson, by Deed dated December 22nd., 1928, and recorded among the Land Records of Anne Arundel County, in Liber F. S. R. No. 51, folio 39, etc.

IT is understood that the parties of the second part, their heirs and assigns, shall not have the privilege of using the Community Beach.

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, subject to the following covenants, agreements, conditions, limitations, easements, and restrictions, hereinbedore referred to; which the said Grantees, for themselves, their heirs and assigns covenant and agree with the said Grantor, its successors and assigns to perform and abide by.

First: At no time shall any part of said land be used or occupied as a Tavern nor for the manufacture or sale of spirituous or malt liquors , nor for any offensive or dangerous purposes.

Second: The house or building line shall be fifty feet back from the street line and no part of any building, such as porch veranda, bay or projecting windows, areas or steps, shall be erected morethen ten feet beyond said building line, _ _ _ _ _ _ _ _

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and not more than one building - shall be erected on a frontage of forty feet.

Third: No barn, stable or other outbuilding shall be erected nearer to the main road or avenue on which the lots front than one hundred feet or nearer to any other road or avenue than twenty-five feet, and no signs for advertising purposes shall be erected or placed on said lots.

Fourth: There are to be no privies.

Fifth: At no time shall the above described lots or any part thereof or any building thereon erected be sold, leased, or transferred to or occupied by any negro or person of negro descent. This provision, however, not to include occupancy by servants or any employee of owner or occupant of the above described lots.

Sixth: It is distinctly covenanted and agreed between the parties hereto that all covenants and agreements above expressed shall be held to run with and bind the land hereby conveyed and all subsequent owners and occupants thereo, and the acceptance of this Deed shall have the same effect and binding force upon the parties of the second part, their heirs or assigns, as if the same were signed and sealed by the said parties of the second part, UNTO AND TO THE USE OF the said John H. Buenger and Tena Buenger, his wife, as tenants by the entireties, the survivor of either of them, his or her heirs and assigns, forever in fee simple.

And the said Cityco Realty Company of Baltimore City hereby covenants that it has not dome or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property hereby granted; and that it will execute such further assurances of the same as may be requisite.

As Witness: the corporate seal of the said Cityco Realty Company of Baltimore City, and the signature of John J. Hurst, Jr the President thereof, the day and year first above written

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TEST:

Joseph C. Cook.

CITYCO REALTY COMPANY OF
BALTIMORE CITY
By John J. Hurst, Jer.
President

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 17th day of October, in the year nineteen hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared John J. Hurst, Jr., the President of the Cityco Realty Company of Baltimore City, and he acknowledged the aforegoing Deed to be the act of the said Body Corpoate.

Joseph C. Cook,
Notary Public.

(Notarial Seal)

Recorded October 21, 1940, at 9:30 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoin Deed was truly taken and copied from Liber J. H. H. 228 folio 8, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of December, A. D. 1950.

John F. Hopkins, 3rd. Clerk

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LEXINGTON 5226

Exhibit E

LIBER 75 PAGE 460

ADAM S. GREGORIUS
ATTORNEY AT LAW
11 E. LEXINGTON STREET
BALTIMORE 2, MD.

December 1st, 1950

John Demyan, Jr., Esq.
County Trust Band Building
Annapolis, Md.

Re: Estate of John H. Buenger

Dear Mr. Demyan,

In pursuance to our telephone conversation of yesterday, November 30th, I accepted $550.00 from the heirs of the Estate of John H. Buenger and stopped the sale of his property upon the assurance of yourself that you would pay any shortage which may result from stopping the sale.

Please advise your clients that they will be expected to continue the weekly payments as indicated by the mortgage books, and that the mortgages will be in default after payments are ~~more than~~ six weeks in arrears.

Very truly yours,

Adam S. Gregorius, Jr.

AGJ:vt

Filed 28 Dec., 1950

Plaintiff's Exhibit E.

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LEXINGTON 5226

Exhibit E-1

LIBER 75 PAGE 461

ADAM S. GREGORIUS
ATTORNEY AT LAW
11 E. LEXINGTON STREET
BALTIMORE 2, MD.

December 11th, 1950

John Demyan, Jr., Esq.
County Trust Bank Building
Annapolis, Md.

Dear Mr. Demyan,

The following is an accounting of the money received from the heirs of the Estate of John H. Buenger to stop the foreclosure sale of the property of the said Estate:

Paid to St. Casimir's Bldg. & Loan Ass'n.	$488.70
½ Trustee's Commission	50.00
Auctioneer's fee, E. T. Newell & Co.	10.00
Advertising, The Capital*Gazette Press	21.54
	$570.24
Received	550.00
Amount due	$ 20.24

Please mail me a check of the above amount due at your early convenience.

Very truly yours,

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr.

AGJ:vt

Filed 28 Dec 1950
12/22/50

Plaintiff's Exhibit E-1

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Exhibit F

LEXINGTON 5226

LIBER 75 PAGE 462

ADAM S. GREGORIUS
ATTORNEY AT LAW
11 E. LEXINGTON STREET
BALTIMORE 2, MD.

November 20th, 1950

John Demyan, Jr., Esq.
County Trust Bank Building
Annapolis, Md.

Re: Estate of John H. Buenger

Dear Mr. Demyan,

In pursuance of our telephone conversation today, the following is a statement of the balance due St. Casimir's Building and Loan Association, Inc. on its three mortgages from John H. Buenger and wife:

Mtg. dated March 7th, 1949:		
Bal. due	$2490.92	
13 wks int.	39.00	
		$2529.92
Mtg. dated June 5th, 1950:		
Bal. due	2947.50	
13 wks. int	46.80	
		2994.30
Mtg. dated July 31, 1950:		
Bal. due	1496.25	
13 wks. int	23.40	
		1519,65
		$7043.87 Total am't. due as of Oct. 24th, 1950

Yours very truly,

Adam S. Gregorius, Jr.

Adam S. Gregorius, Jr.

AGJ:vt

Filed 28 Dec., 1950

Plaintiff's Exhibit F.

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BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant vs. BERTHA WAGNER, Millersville Post Office, Maryland; DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland; MILDRED DITTMAR, Millersville Post Office, Maryland; JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,137

- - - - - - - -

Filed 20 Jan., 1951.

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Josephine Grabowski, also known as Josephine Buenger, by her Solicitors, Charles F. Rechner, Jr. and V. Stephen Lassotovitch, in Answer to the Bill of Complaint filed against her respectfully says:

1. Answering Paragraph 1 of said Bill of Complaint your Respondent admits the same but states that the late John Buenger departed this life on September 4th, 1950.

2. Answering Paragraph 2 of the said Bill of Complaint your Respondent having no knowledge of the allegation therein neither admits nor denies the same.

3. Answering Paragraph 3 thereof your Respondent admits the allegation therein.

4. Answering Paragraphs 4 and 5 thereof your Respondent having no knowledge of the allegations therein neither admits nor denies the same.

5. Answering Paragraph 6 of the said Bill of Complaint your Respondent says that the late John H. Buenger, a widower, came to live with her on her property located on

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Andover Road in Anne Arundel County, Maryland, during the month of July, 1946; that he was brought to her home by his eldest daughter, and that she was asked to care for him temporarily as he was then incapacitated and his said daughter was going out of town; that subsequently thereto the said John H. Buenger proposed marriage to her and that in pursuance thereof they went through an alleged marriage ceremony on November 25, 1946, at Wilmington, Delaware, and on the return therefrom they took up residence on the property of the said late John H. Buenger on Margate Drive, Glenburnie, Anne Arundel County, Maryland; that at the suggestion of the said John H. Buenger it was decided that the property of your Respondent on Andover Road should be sold; that on the 22nd day of March, 1947, the said John H. Buenger and your Respondent sold the said property to the Land Homes Corporation for the price of $ 4,500.00; that settlement for this sale occurred on June 6, 1947, and the proceeds therefrom totaling to more than $ 4,180.00 were taken over by the said John H. Buenger and appropriated to his own personal use; that at those times your Respondent fully believed she was the spouse of the said John H. Buenger and was advised by him that at his death she would be taken care of, and that his property on Margate Drive would be her own; that on several occasions he had mentioned that he was going to place her name on the deed. Further Answering said Paragraph the Respondent states that shortly after the said John H. Buenger's death she, for the first time, realized that the ceremony purportedly performed in Wilmington, Delaware, was not a valid marriage ceremony, that the records in the said City failed to disclose any such marriage and further learned that the property of the late John H. Buenger on Margate Drive was the sole property of the deceased. Your Respondent further says that the proceeds from the sale of her property having been appropriated by the said late John H. Buenger to his own use constitute a claim against his Estate which she intends to

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assert through proper proceedings.

6. Answering Paragraph 7 thereof the Respondent admits that she has paid and advanced $ 481.90 for funeral and burial expenses and states she will file her claim for the said sum.

7. Answering Paragraphs 8, 9, 10, 11, 12 and 13 thereof she admits the allegations set out therein.

This Respondent admits that it is necessary to sell the real estate of the late John H. Buenger, and that such a sale will be for the benefit of his estate and, therefore, consents to a Decree for the sale of said property, without however waiving any claims for monies expended for funeral expenses and for other monies due her, representing funds belonging to her appropriated by the late John H. Buenger during his life.

AND as in duty bound, etc.

Charles F. Rehm Jr.
V. Stephen Lassotovitch
V. Stephen Lassotovitch,
Solicitors for Respondent.

Josephine Grabowski
Respondent.

STATE OF MARYLAND, BALTIMORE CITY, 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 Baltimore City aforesaid, personally appeared JOSEPHINE GRABOWSKI, also known as JOSEPHINE BUENGER, one of the Respondents named in the Bill of Complaint, and made oath in due form of law that she has read the foregoing Answer and knows the contents thereof and that the matters and facts stated therein are true to the best of her information, knowledge and belief.

AS WITNESS my Hand and Notarial Seal.

Mildred B. Sonneborn
Notary Public.

MILDRED B. SONNEBORN NOTARY PUBLIC BALTIMORE

I Hereby Certify that a copy of the foregoing Answer was mailed this 18th day of January, 1951, to John Demyan, Jr., Box 266, Glenburnie, Anne Arundel County, Maryland, Solicitor for Complainant.

V. Stephen Lassotovitch
Solicitor for Respondent.

BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post office, Maryland;	*	FOR
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	ANNE ARUNDEL COUNTY
MILDRED DITTMAR Millersville Post Office, Maryland;	*	
JOSEPHINE GRABOWSKI; also knownas JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Defendants	*	EQUITY NO. 10,137

Filed 9 Feb, 1951

****

ANSWER TO BILL OF COMPLAINT

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Bertha Wagner to the Bill of Complaint, respectfully shows:

1. That she admits all of the allegations contained in the said Bill of Complaint.

2. That she desires the property to be sold, all debts paid, and the balance distributed to those entitled, according to law.

AND AS IN DUTY BOUND, etc.

Bertha Wagner
Bertha Wagner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7 day of February, 1951; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Bertha Wagner, and she made oath in due form of law that the matters and facts set forth in the foregoing Answer to The Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

John Dmyan Jr.
Notary Public

DEMYAN, JR. NOTARY PUBLIC

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BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post Office, Maryland;	*	FOR
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	ANNE ARUNDEL COUNTY
MILDRED DITTMAR Millersville Post Office, Maryland;	*	
JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Defendants	*	EQUITY NO. 10,137

Filed 9 Feb, 1951.

****

ANSWER TO BILL OF COMPLAINT

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Daniel Anthony Buenger to the Bill of Complaint, respectfully shows:

1. That he admits all of the allegations contained in the said Bill of Complaint.

2. That he desires the property to be sold, all debts paid, and the balance distributed to those entitled, according to law.

AND AS IN DUTY BOUND, etc.

Daniel Anthony Buenger

Daniel Anthony Buenger

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of December, 1950; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Daniel Anthony Buenger, and he made oath in due form of law that the matters and facts set forth in the foregoing Answer to The Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

John D Myers Jr

Notary Public

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BERTHA WAGNER, Administratrix of The Estate of John Buenger, Complainant	*	
	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post Office, Maryland;	*	FOR
	*	
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	ANNE ARUNDEL
MILDRED DITTMAR Millersville Post Office, Maryland;	*	COUNTY
	*	
JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland.	*	EQUITY NO. 10,137
Defendants.	*	

****

PETITION for APPOINTEMENT of

GUARDIAN ad LITEM TO ANSWER FOR INFANT

****

Filed 9 Feb, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Bertha Wagner, sister of Mildred Dittmar, infant, one of the defendants in the above cause, respectfully represents:

1. That the said Mildred Dittmar, the defendant in said cause, has been duly returned summoned, but being an infant she cannot answer and defend this suit for herself; that the said infant has no guardian within the jurisdiction of this Court to answer and defend the suit for her.

Your petitioner therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infant.

AND AS IN DUTY BOUND, etc.

Bertha Wagner
Bertha Wagner
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7 day of Feb, 1951; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared the above named Bertha Wagner, and made oath in due form of law that the matters and facts in the aforegoing petition are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

John Dmyan Jr.
Notary Public

NOTARY PUBLIC

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Filed 13 Feb. 1951.

ORDER

ORDERED, This 13th day of February, 1951; by the Circuit Court for Anne Arundel County, upon the aforegoing petition and affidavit, that J. Henry Zeller, be and he is hereby, appointed guardian ad litem to appear and answer for Mildred Dittmar, infant defendant in the above cause.

Benjamin Nicholson
Judge

BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post office, Maryland;	*	FOR
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	ANNE ARUNDEL
MILDRED DITTMAR Millersville Post Office, Maryland;	*	COUNTY
JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Denfendants	*	EQUITY NO. 10,137

****

ANSWER TO BILL OF COMPLAINT

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mildred Dittmar, infant, by J. Henry Zeller, guardian ad litem, duly appointed by order of this Court, to the bill of complaint of Bertha Wagner, Administratrix of The Estate of John Buenger, against her in this Court exhibited.

This defendant, being an infant, cannot admit any of the matter and things in said bill alleged, and submits her rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, etc.

J. Henry Zeller
Henry Zeller, Guardian ad litem
for Mildred Dittmar, infant

Filed 23 Feb, 1951

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BERTHA WAGNER, ET AL.	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
BERTHA WAGNER, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS	:	
	:	No. 10,137 Equity

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

TESTIMONY ON BEHALF OF THE

PLAINTIFFS

March 5, 1951

Present:

Mr. John Demyan, Jr.)
)Solicitors for Plaintiffs
Mr. C. Maurice Weidemeyer)

Mr. V. Stephen Lassotovitch, Solicitor for Defendant

Mr. J. Henry Zeller, Guardian ad Litem

Mr. John S. Strahorn, Examiner

Mrs. R.H.McCutchan, Court Stenographer

Witnesses:

Louis J. DeAlba, pages 2, 3, 4

Lawrence J. Hobbs, pages 4, 5, 6

Bertha Wagner, pages 7, 8, 9

Mildred Dittmar, pages 9, 10, 11

Filed 21 Mar., 1951.

Louis J. DeAlba, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan)

1. State your full name and address.

A. Louis J. DeAlba, Glen Burnie, Maryland.

2. Did you appraise this property?

A. I did.

3. When did you appraise it?

A. Two or three days ago.

4. Where is the property?

A. Margate, Anne Arundel County.

5. What lot numbers are they?

A. Lots 207 to 216 inc.

6. Is that on the Plat of Margate?

A. Yes, the Margate Development.

7. Are these lots improved or unimproved?

A. There are two stucco bungalows on the lots, apparently on the two extreme ends of the lots. One of the houses is located down near 207 and 8, the other 215 and 16.

8. When you inspected the property, did you inspect both inside and outside.

A. Yes I have.

9. What is the first house, how much is it worth, the house located on Lot 207? Describe the house to us?

A. The house in question is a stucco bungalow with a partly finished attic, has two communicating rooms in the attic, first floor has two bed rooms, bath, living room, dining room and small kitchenette. There is a kitchen in the basement.

10. Is there a heating plant in the house?

A. There is a stove in the basement.

11. Is there a bath in the house?

A. There is a bath in the house but it is not completely finished.

12. What have you appraised this property for?

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A. The present market value would be $7000.00 in fee.

13. What size of lot would you say?

A. That would be with a 100 foot lot.

14. Taking the second house on the property, where is that located?

A. That is on the other extreme end of the group of lots. It is on a 100 foot lot, also a stucco bungalow, new, just completed, has no basement, solid foundation, has a well started, but the pump hasn't been connected as yet.

15. Is the well completed?

A. There was no way of determining whether they had reached good water or not. Apparently, they stopped work on it and I assume that the well was completed. The pump is on the premises but not connected.

16. What condition is that house in?

A. Very good, it is a new house. Never been lived in.

17. How many rooms?

A. Four and a bath, sheet rock walls, pine floors.

18. Is it occupied?

A. Vacant, never been occupied apparently.

19. Is it ready for occupancy?

A. When the water is connected.

20. What have you appraised that property for?

A. $5500.00 in fee.

21. Is it as is?

A. As is.

22. In other words, the administratrix would not be required to do anything to put it in shape?

A. I would say not. No doubt it will be sold as is.

23. With reference to the eight other lots that are there, how much did you appraise those lots to be worth?

A. About $250.00 a piece.

24. What is the approximate size of those lots?

A. Fifty foot frontage, the depth varies from 220 to 225 to 275 with the exception of the one lot on the end, it has a 70 foot front and 270 foot depth. Lot 207 is an irregular shaped lot, 160 feet on the back.

25. On what street or road do those lots face?

A. Margate Drive.

26. Is the house you appraised for $7000.00 now occupied?

A. Yes, it's occupied.

27. How long have you been in the real estate business, Mr. DeAlba?

A. I been in the real estate business about 25 years.

28. How long have you been appraising property?

A. At least 20 years. I have been qualified appraiser for the Veterans Administration, also for the Airport Commission. I have done some appraising for the State of Maryland. Chief Appraiser for United Federal Savings and Loan Assn.

29. Have you ever appraised any property in this locality?

A. Yes I have. The appraisal was based on values in the neighborhood.

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

Louis J. DeAlba

Louis J. DeAlba

Lawrence W. Hobbs, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your full name.

A. Lawrence W. Hobbs.

2. Are you in the real estate business?

A. Yes.

3. Are you familiar with property values in the Margate Subdivision?

A. Yes.

4. Have you ever sold any property in that area?

A. We sold one on Margate Drive.

5. Who are you connected with?

A. Baron and Hobbs.

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6. Are you familiar with values in that subdivision?

A. Definitely.

7. Did you, at Mr. Demyan's request, view two houses belonging to the Buenger Estate?

A. Yes.

8. On the house which lies toward the East on approximately lot 207 or 208, did you view that house?

A. I viewed both of them. One house is on one end of the lots and the other house is on the other end.

9. The house that is on the lot where 207 would be, did you appraise that house?

A. Yes.

10. What kind of a house it it?

A. Stucco.

11. Does it have a basement?

A. That has a partial basement.

12. What is the approximate size of the house?

A. The large house has a living room, dining room, kitchen, two bedrooms on the first floor and two partially finished bedrooms on the second. It has a partial basement with a kitchen in the basement. It has heatrola heat in the basement.

13. Is that house occupied?

A. Yes.

14. Do you know who is in it now?

A. Yes.

15. Who lives in it?

A. I don't know the lady's name offhand.

16. In your opinion, what is a fair and reasonable value for that property?

A. $6900.00.

17. Did you observe the house located approximately on Lot 216?

A. Yes.

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18. Will you state the size of that house, type of construction?

A. It is stucco over cinderblock, without a basement./ Has a space heater in it. Has a bathroom in it there is no water hooked up. I wouldn't say yes or no about septic tank. I couldn't find any.

19. Apparently that house, with the exception of connecting up water, is ready for occupancy?

A. Yes.

20. In its present condition, as is, what would you consider a fair and reasonable value if that house is sold with a 100 foot lot?

A. $4950.00 in fee.

21. Your figure on this last house as well as the first one you mentioned is with a 100 foot lot?

A. Yes.

22. Now, did you notice Lots 208, 209, 210, 211, 212, 213, 214, 215?

A. Yes.

23. Those lots each have a 100 foot frontage facing on Margate Drive with a thirty foot width, is that right?

A. Yes.

24. What would you say ought to be a fair and reasonable value for each one of those lots mentioned?

A. $250.00 a piece.

25. Do you think that those lots would sell readily at that figure?

A. I think so. That's what lots are selling for in that neighborhood.

26. Has there been much development activity in that area?

A. A good bit.

27. You have sold other property in there?

A. Yes, I sold one right across the street.

28. You have others listed at this time?

A. Not in that particular section.

29. Do you do quite a bit of appraising around in that area?

A. Quite a bit.

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

Lawrence J. Hobbs

Lawrence J. Hobbs

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Bertha J. Wagner, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan)

1. State your full name.

A. Bertha J. Wagner.

2. Where do you live?

A. Millersville, Md.

3. What capacity are you serving in this estate?

A. As Administratrix.

4. As Administratrix have you collected any money?

A. No.

5. Have you received any bills from anyone against the estate?

A. Yes I have.

6. What are those bills?

A. One from Johnson Lumber Company of Glen Burnie for $658.29.

7. What other bills do you have?

A. Then there is one from Johns Hopkins for $18.05, there is another one for $2.50, there is a paper hanging bill from Benton Williams for $38.50, and of course, there is a mortgage, $6625.16.

(LETTER FROM ADAM S. GREGORIUS, DATED FEB. 1, 1951 OFFERED HEREWITH AND FILED AS EXAMINER'S EXHIBIT ONE)

There is another bill from Johnson Lumber Company for $140.34, a bill for $3.60 for a safe deposit box from the County Trust Company of Glen Burnie.

8. Do you have any money to pay the costs of the administration of the estate?

A. No I don't.

9. Do you want this property sold?

A. Yes.

10. Both as Administratrix and in your individual capacity?

A. I do.

11. Why do you want this property sold?

A. Because I don't have any money to pay the mortgage, and I would like to have the money that is left to be divided among the heirs of the estate.

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12. With reference to the mortgage outstanding on the property, were foreclosure proceedings commenced at any time during the time you have had the administration of this estate?

A. Yes they were.

13. How were those foreclosure proceedings stopped?

A. My sister and I put the money up and paid it, five hundred and some dollars.

14. In other words you want to be reimbursed for the money that you have loaned the estate?

A. Yes I do.

15. At the time of your father's death, was he married or single?

A. He was single, he was a widower.

16. How many children are in your family?

A. Three.

17. Are there any others who have passed on, other than these three?

A. No.

18. You are the only three children your father ever had?

A. Yes.

19. When did your mother die?

A. June 1946.

20. When did your father die?

A. September 1950.

21. Give me the names of the children, where they reside and their ages?

A. Myself, I am the oldest, I live at Millersville, then there is my brother, he is in the Service in California.

22. How old are you?

A. 27.

23. What is your brother's name?

A. Daniel Anthony Buenger.

24. Where is he now?

A. In California. He is in the Army.

25. How old is he?

A. He is 22.

26. Is he married, single or divorced?

A. Divorced.

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27. Then there is a sister, what's her name?

A. Mildred Dittmar.

28. Is she here today?

A. Yes.

29. Is she married or single?

A. Married.

30. How old is she?

A. 18.

31. What's her birth date?

A. August 18, 1932.

32. Do you want the property sold individually and also as administratrix?

A. Yes.

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

Bertha J. Wagner
Bertha J. Wagner

Mildred Dittmar, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan)

1. What is your full name?

A. Mildred Anne Dittmar.

2. What is your address?

A. Millersville, Md.

3. Are you married or single?

A. I am married.

4. Was John Buenger, your father?

A. Yes he was.

5. How old are you?

A. I am 18.

6. Mr. Zeller has been appointed as your guardian ad litem?

A. Yes.

7. You are one of the children of the late John Buenger?

A. Yes I am.

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8. You have heard the testimony of your sister?

A. Yes I have.

9. Do you want the property described by your sister sold?

A. Yes I do.

10. Why do you want it sold?

A. It has to be sold,if we don't it is going to be lost anyhow.

(Mr. Weidemeyer)

1. Are you familiar of your own knowledge with the lots that were described as real estate in the testimony?

A. I don't know nothing about the lots. I know we had quite a few and I know where they are.

2. Do you know the ones they were talking about?

A. Yes. The lots between the two houses.

3. Do you know of the two houses?

A. Oh yes.

4. Did you understand that there was a mortgage on these two houses and that they were threatening foreclosure?

A. Yes.

5. Do you say that as far as you know that unless the property is sold, there would be any way of paying off the mortgage and saving the interest of the heirs?

A. That's right, we don't have any money at all to pay for it.

6. Considering all things, and you have carefully considered, I presume, you desire that the property be sold?

A. Yes, I do.

7. When the property was threatened with foreclosure recently do you know who put up the money to hold off the foreclosure sale?

A. Yes my sister and myself.

8. Do you know how much it was that you and yourssister put up to save the property from foreclosure?

A. It was five hundred and some dollars.

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9. You want to be reimbursed when the property is sold?

A. Yes, I do.

10. You are making claim for that now?

A. Yes.

11. Do you have any objection at all to selling the property?

A. No I don't.

12. And you want it to be sold?

A. Yes, at a fair price.

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

Mildred Dittman

Mildred Dittman

(STIPULATION FILED HEREWITH BY COUNSEL TO OFFER TESTIMONY AT A LATER DATE IN SUPPORT OF CLAIM OF JOSEPHINE GRABOWSKI, ALSO KNOWN AS JOSEPHINE BUENGER) (EXAMINER'S EXHIBIT TWO)

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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' Solicitors is returned to the Court.

Witness my hand and seal this 21st day of March, 1951.

Jas. S. Strahorn (SEAL)
Examiner

J.S.S. $8.00 Pd. JSS
K.H.McC. $12.00
Pd. KHMC

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LEXINGTON 5226

Examiner's Exhibit #1

LIBER 75 PAGE 483

ADAM S. GREGORIUS
ATTORNEY AT LAW
11 E. LEXINGTON STREET
BALTIMORE 2, MD.

February 1st, 1951

John Demyan, Jr., Esq.
County Trust Bank Building
Annapolis, Md.

Re: Buenger's Estate

Dear Mr. Demyan,

The following is a certified statement of the balance due Saint Casimir's Building and Loan Association, Inc. on its three mortgages from John H. Buenger and wife on Lots Nos. 207 to 216, Margate, Anne Arundel County, Md., for the week of February 5th. For each week thereafter, add $8.16 interest.

Mortgage dated March 7th, 1949 -		
Principal balance due	$2373.92	
Interest, 9 weeks	25.92	- 2,[illegible]
	2399.84	
Credit, expense account	89.00	
		$2310.84
Mortgage dated June 12th, 1950 -		
Principal bal. due	2830.50	
Interest, 9 weeks	31.32	3,4[illegible]
		2861.82
Mortgage dated July 31st, 1950 -		
Principal bal. due	1429.00	
Interest, 9 weeks	16.20	[illegible]
		1445.20
		$6617.86
Release fee		7.30
TOTAL AMOUNT DUE		$6625.16

SAINT CASIMIR'S BUILDING AND LOAN ASSOCIATION, INC.

By Adam M. Jaworski
Adam M. Jaworski, Secr'y.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify, that on this 1st day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Adam M. Jaworski, Secretary of Saint Casimir's Building and Loan Association, Inc., and made oath in due form of law that the above statement is true and correct as therein set forth.

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Notary Public

Examiner's Exhibit No. 1

Filed 21 Mar., 1951

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Examiner's Exhibit #2,

LIBER 75 PAGE 484

BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	IN THE
vs.	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post Office, Maryland;	*	FOR
DANIEL ANTHONY BUENGER, Millersville Post Office, Maryland;	*	ANNE ARUNDEL
MILDRED DITTMAR, Millersville Post Office, Maryland;	*	COUNTY
JOSEPHINE GRABOWSKI; also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Defendants	*	EQUITY NO. 10,137

- - - - - - -

STIPULATION

March 5, 1951

It is Stipulated between the party Complainant and Josephine Grabowski, also known as Josephine Buenger, that the said Defendant shall be entitled to offer testimony at a later date in support of her claim in these proceedings, for monies advanced to and for John Buenger, Deceased.

V. Stephen Lauchmiller
atty for Defendant
John D. Lucyan,
Maurice Heidemeyer
attys for Plaintiff

Filed 21 Mar, 1951

Examiners Exhibit No. 2.

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Exhibit "B"

LIBER 75 PAGE 485

The State of Maryland

To Edward N. C. Bradley
AND
John H. Stieff
Greeting:

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of John Buenger late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

WITNESS Owain E. Owens
Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this
SEAL 27th day of October
in the year of our Lord one thousand nine hundred and fifty.
TEST: R. Glenn Prout,
Register of Wills for Anne Arundel County.

Filed 3 Apr., 1951.

WE, Edward N. C. Bradley and John H. Stieff do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of John Buenger, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

Edw. N. C. Bradley
John H. Stieff
Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said Edward N. C. Bradley and John H. Stieff, before the undersigned, ~~XXXXXXXXXXXX~~ Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 20th day of December in the year of our Lord one thousand nine hundred and Fifty.

Amelia H. Tubman Notary Public
~~XXXXXXXXXXXX~~ *for Anne Arundel County.*

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of John Buenger, late of Anne Arundel County, deceased, appraised by us, the subscribers, Edward N. C. Bradley and John H. Stieff jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

Exhibit B.

Living Room Set		Dining Room	
2 Stands		1 Table	
1 table		1 Buffett	
1 Radio (Old		1 China Closet	
2 lamps	$50.	1 Set Dishes	
		1 Server	$40.
1 Set Dishes	10		
Bedroom		1 Iron Bed	$ 5.00
Dresser		Chifforobe	5.00
Bureau			
2 Chairs		Bedroom	
1 Bench	25.		
		Bed	
		2 Chairs	
		Chest of Drawers	
1 Table	3.00	1 Bureau	$ 32.00.
4 Chairs	6.00		
1 Rocker	1.50		
1 Heater (Coal Oil Burner)	6.00	1 1937 G. M. Truck	50.
1 Small China Closet	7.00	1 Lawn Mower	2.00
		1 Lot of Tools	1.00
1 Old Ice Box	2.00		
1 Old Stove	1.00		
		$ 246.50	

WE, THE SUBSCRIBERS, DO CERTIFY that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said John Buenger, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seals this 20th day of December, 19 50

Edw. N. C. Bradley [SEAL]

John H. Stieff [SEAL]

Appraisers.

Amount of appraisement as above, $246.50

Cash in the house at time of deceased's death,

Cash in bank at time of deceased's death,

Whole amount of Inventory,

TEST:

Bertha J. Wagner
Administratrix

ANNE ARUNDEL COUNTY, ss:

On the 20th day of December, 19 50 came Bertha Wagner, Administratrix of the Estate of John Buenger, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to her hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to her hands, knowledge, or possession, she will return in an additional Inventory, that she knows of no concealment, nor suspect any to be, and if she should hereafter discover any concealment, or suspect any to be; she will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber,

TEST: Amelia H. Tubman Notary Public
Amelia H. Tubman for Anne Arundel County.

(NOTARIAL SEAL)

LIBER 75 PAGE 488

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 Personal Inventory

of the Estate of

John Buenger *late of said County deceased*

taken from the original

~~being one of the records filed, recorded and~~
Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 21st *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 "G"

LIBER 75 PAGE 489

THE STATE OF MARYLAND,

To Edward N. C. Bradley
and
John H. Stieff
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of John Buenger, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

Filed 3 Apr., 1951

S E A L

WITNESS Owain R. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 27th day of October in the year of our Lord one thousand nine hundred and fifty

TEST R. Glenn Prout
Register of Wills for Anne Arundel County.

We Edward N. C. Bradley and John H. Stieff do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of John Buenger late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Edw. N. C. Bradley
John H. Stieff
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Edward N. C. Bradley and John H. Stieff before the undersigned, a ~~Justice of the Peace~~ Notary Public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 20th day of December in the year of our Lord one thousand, nine hundred and Fifty

(NOTARIAL SEAL)

Amelia H. Tubman
~~Justice of the Peace~~ Notary Public *for Anne Arundel County.*

A True and Perfect Inventory of all and singular the Real Estate of John Buenger late of Anne Arundel County, deceased, appraised by the subscriber Edward N. C. Bradley and John H. Stieff jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Exhibit G.

REAL ESTATE

Lot #	207	$ 175.00	
Lot #	208	110.00	
Lot #	209	110.00	
Lot #	210	110.00	
Lot #	211	110.00	
Lot #	212	160.00	
Lot #	213	160.00	
Lot #	214	165.-0	
Lot #	215	165.00	
Lot #	216	165.00	
		200.00	
OB			
1 Stucco Bungalow	(Old House)	4500.00	
1 Bungalow	(New)	4700.00	or lots 215-216
		$ 10,830.00	

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said John Buenger deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 20th day of December in the year of our Lord one thousand nine hundred and Fifty

Edw. N. C. Bradley [Seal.]

John H. Stieff [Seal.]

Appraisers.

Amount of Inventory as above - - - - - - $ 10,830.00

Bertha J. Wagner
Administratrix

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 20th day of December in the year of our Lord one thousand, nine hundred and Fifty personally appeared Bertha Wagner Administratrix of the Estate of John Buenger late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said John Buenger deceased, within the State of Maryland, that has come to her knowledge, and that should She hereafter discover any other Real Estate belonging to the said deceased in said State She will return an additional Inventory thereof.

Sworn to before the Subscriber, a Notary Public of the State of Maryland

Amelia H. Tubman

(NOTARIAL SEAL) Amelia H. Tubman ~~Register of Wills~~ *for Anne Arundel County.*

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Real Estate Inventory

in the Estate of

John Buenger *late of said County deceased*

taken from the original

being one of the records filed, recorded and

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 21st *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

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BERTHA WAGNER, Administratrix of The Estate of John Buenger Complainant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Vs	*	
BERTHA WAGNER, Millersville Post Office, Maryland;	*	
DANIEL ANTHONY BUENGER Millersville Post Office, Maryland;	*	EQUITY NO. 10,137
MILDRED DITTMAR, MIllersville Post Office, Maryland;	*	
JOSEPHINE GRAWBOWSKI: also known as JOSEPHINE BUENGER, Margate Glen Burnie Post Office, Maryland. Defendants	*	

****

D E C R E E

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

IT IS THEREUPON, this 3rd day of April, in the year Nineteen Hundred and Fifty-one, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED, AND DECREED that the real-estate properties mentioned in these proceedings be sold; and that John Dewyan, Jr. _____ and C. Maurice Weidenger, be, and they are hereby, appointed Trustees to make sale of the real-estate herein, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety to be approved by this Court in the penalty of Twelve Thousand Dollars ($12,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or to be reposed in them by any further Decree or Order in the premises: they shall then proceed to made a sale or sales of the real-estate and may at said sale sell the real-estate as a whole or in several parts or parcels as they, at the time, may deem most advantageous, after

Filed 3 Apr, 1951.

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having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County as they shall think proper, and such other notices by handbills or newspaper notices as may be appropriate, of the time, place, manner and terms of sale, which terms shall be:

If said real-estate is sold as an entirety, a cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale, and if said real-estate is sold in several parts or parcels a substantial deposit as the Trustees may consider proper shall be required of each purchaser of a part or parcel thereof, the balance of the purchase money to be paid in cash, upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6 % from date of sale to date of settlement, taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale. And, as soon as may be convenient, after such sale or sales, the said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale or sales, and on the payment of the whole purchase money, if sold as an entirety, or the sale purchase money for each part or parcels thus sold, and not before, the said Trustees shall, by a good and sufficient deed, or deeds, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, and assigns, the aforesaid real-estate or parts and parcels thereof in fee simple, free, clear and discharged from all claim of the parties hereto, Plaintiffs and Defendants, and those claiming by, from or under them, or either of them; and the said Trustee's shall bring into this Court the money arising from said sale or sales, to be distributed under the future direction of this Court, after deducting the costs and expenses of this suit, the amounts paid by any of the parties herein upon the outstanding mortgages mentioned in these proceedings, or reimbursement

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therefore, the remaining balances due on the mortgages on the real-estate herein, the costs of any necessary surveys of the properties herein, and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherein the Trustees shall appear to have discharged their trust.

Benjamin Nicholson

JUDGE

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G 22056

LIBER 75 PAGE 495

No. 10,137 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, C. Maurice Weidemeyer and John Demyan, Jr., of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand Dollars ($12,000.00), current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of April, 1951.

Filed on April 1, 51.

WHEREAS by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Bertha Wagner, Administratrix of the Estate of John Buenger vs. Bertha Wagner, et al., No. 10, 137 Equity," dated April 3, 1951, John Demyan, Jr., and C. Maurice Weidemeyer were appointed Trustees to make sale of the property described in said proceedings; and the said John Demyan, Jr., and C. Maurice Weidemeyer are about to execute said power and make sale of the property described in the proceedings.

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

WITNESS:

Virginia Merritt

Carolyn Weidemeyer

John Demyan, Jr. (SEAL)
John Demyan, Jr.

C. Maurice Weidemeyer (SEAL)
C. Maurice Weidemeyer

PRINCIPALS

Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-Fact
SURETY

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Approved this 26 April, 1951.
John H. Hopkins, 3rd, Clerk

GEORGE SCIBLE :: :: :: :: :: :: Auctioneer

C. MAURICE WEIDEMEYER,
Attorney At Law
236 Main Street
Annapolis, Maryland

JOHN DEMYAN, JR.
Attorney At Law
9 Crain Highway
Glen Burnie, Maryland

TRUSTEE'S SALE

OF VALUABLE FEE SIMPLE

Improved Real Estate

LOCATED IN THE FIFTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND.

BY virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated April 3rd, 1951, passed in equity in the Case of Bertha Wagner, Administratrix, etc. VS. Daniel Anthony Buenger, et al, being Equity No. 10,137, the undersigned Trustees will offer at public auction on the premises at Margate Drive, Margate,

Filed 17 May, 1951

Friday, May 11th, 1951

BEGINNING AT 2:30 O'CLOCK P. M.

All those ten (10) lots or several parcels of land situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

Lots numbered 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216, as shown on the Plat of Margate, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod X, Plat No. 3, being improved by two dwelling houses, one being new and the other being about six (6) years old.

BEING some of the same lots conveyed to John H. Buenger and Tena Buenger, his wife, by the Cityco Realty Company by two deeds, Namely: Deed dated February 9, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 300, folio 324, conveying among others, Lots 207 to 211, both inclusive; Deed dated October 17, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 228, folio 8, conveyed lots numbered 212 to 216, both inclusive.

The properties mentioned will be first offered in several parcels and in order as follows:

Parcel A: Lot 207, unimproved
Parcel B: Lot 208, unimproved
Parcel C: Lot 209, unimproved
Parcel D: Lot 210, unimproved
Parcel E: Lot 211, unimproved

Parcel F: Lot 212, improved by a dwelling house in good condition, being a stucco bungalow with 4 rooms, kitchenette and bath, on first floor, kitchen in basement, and two attic bedrooms.

Parcel G: Lot 213, unimproved
Parcel H: Lot 214, unimproved
Parcel I: Lot 215, unimproved

Parcel J: Lot 216, improved by a new stucco bungalow containing 4 rooms and bath and needing very little more to be done to have it ready for occupancy.

After offering the various parcels individually and receiving therefore the highest bids on each, the above properties will then be offered as an entirety, and the Trustees reserve the right to accept either the bids made on the separate parcels or the highest bid made on all of the parcels herein as a whole, whichever aggregates the higher amount, the Trustees, also hereby reserve the right to reject any and all bids made whether for the properties as a whole or for individual parcels and also reserve the right to reject the highest bids on some individual parcels and accept the highest bids on others.

TERMS OF SALE: If the properties are sold as a whole, a cash deposit of $500.00 will be required of the purchaser at the time and place of sale, or, if sold in several parcels, a cash deposit of 10% of the purchase price of each parcel sold will be required of the purchaser or purchasers thereof at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

For further particulars apply to:

C. MAURICE WEIDEMEYER, Trustee
236 Main Street
Annapolis, Maryland

Or

JOHN DEMYAN, JR., Trustee
9 Crain Highway
Glen Burnie, Maryland

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BERTHA WAGNER, Administratrix of The Estate of John Buenger Plaintiff	*	
	*	IN THE
VS	*	CIRCUIT COURT
BERTHA WAGNER, Millersville Post Office, Maryland;	*	
	*	FOR
DANIEL ANTHONY BUENGER, Millersville Post Office Maryland;	*	
		ANNE ARUNDEL COUNTY
MILDRED DITTMAR, Millersville Post Office, Maryland;	*	
	*	
JOSEPHINE GRABOWSKI, also known as JOSEPHINE BUENGER, Margate, Glen Burnie Post Office, Maryland.	*	EQUITY NO. 10,137
Defendants	*	

Filed 17 May, 1951

****

TRUSTEES' REPORT OF SALE

OF

REAL ESTATE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of C. Maurice Weidemeyer and John Denyan, Jr., Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 4th day of April, 1951, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for at least three successive weeks before the day of sale, and by also advertising in The Baltimore Sun on May 11, 1951, and also by posting the premises by hand bills and by circulation of hand bills both prior to and at the time of sale, copy of which advertisements and hand bills are attached hereto, and made a part hereof, they did, pursuant to said notice, attend at the premises located on Margate Drive, Margate, Fifth Election District of Anne Arundel County, Maryland, on the 11th day of May, 1951, beginning at 2:30 o'clock P.M. and then and there did proceed to sell said property in manner following, that is to say:

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Your Trustees first offered the various lots as individual parcels and received bids thereon from various parties as follows:

LOT NO.	NAME OF BIDDER	AMOUNT
Lot 207	Charles Pumphrey	$ 75.00
208	Fred. W. Kuethe	200.00
209	Fred. W. Kuethe	200.00
210	Fred. W. Kuethe	200.00
211 & 212	Joseph Wilk	4,200.00 (improved by a stucco dwelling-occupied)
213	Fred. W. Kuethe	200.00
214	¢Fred. W. Kuethe	200.00
215	Charles L. Pumphrey	205.00
216	Joseph Wilk	3,600.00 (improved by new 4-room dwelling)
	TOTAL BIDS	$9,080.00

Your Trustees thereupon proceeded to offer the aforegoing properties as an entirety, and the highest bidders thereforebeing Charles L. Pumphrey and Edna G. Pumphrey, his wife, for a total of Twelve Thousand ($12,000.00) Dollars, they being, at this figure, the highest bidders.

AND your Trustees further report that they have received a deposit as required by the terms of said sale in the amount of Five Hundred ($500.00) Dollars, and the purchasers agree to comply with the terms of sale which are as follows:

TERMS OF SALE: If the properties are sold as a whole, a cash deposit of $500.00 will be required of the purchaser at the time and place of sale, or, if sold in several parcels, a cash deposit of 10 % of the purchase price of each parcel sold will be required of the purchaser or purchasers thereof at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Trustees further report that said sale was well attended by approximately fifty (50) persons; bidding was competitive; and your Trustees state that the sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

C. Maurice Weidemeyer (SEAL)
C. Maurice Weidemeyer

John Demyan Jr (SEAL)
John Demyan, Jr.

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LIBER 75 PAGE 500

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of May, 1951; before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared C. Maurice Weidemeyer and John Demyan, Jr., Trustees, and they did severally and jointly make oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public

ORDER NISI

BERTHA WAGNER, Administratrix of
The Estate of John Buenger

versus

BERTHA WAGNER,
DANIEL ANTHONY BUENGER,
MILDRED DITTMAR,
JOSEPHINE GRABOWSKI, also known as
JOSEPHINE BUENGER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,137 Equity

Ordered, this 17 day of May, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Maurice Weidemeyer and John Demyan, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of June next.

The report states that the amount of sales to be $ 12,000.00. 29

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

Filed 17 May, 1951.

(Final Order)

BERTHA WAGNER, Administratrix of
The Estate of John Buenger

versus

BERTHA WAGNER,
DANIEL ANTHONY BUENGER,
MILDRED DITTMAR,
JOSEPHINE GRABOWSKI, also known as
JOSEPHINE BUENGER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th day of June, 19 51, that the sale made and reported by the Trustees aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Filed 29 June, 1951.

Benjamin Michaelson
Judge

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LIBER 75 PAGE 501

Bertha Wagner, Administratrix of
The Estate of John Buenger

vs.

Bertha Wagner, et al.

IN THE

CIRCUIT COURT

FOR
~~XXX~~

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY
Eq. No. 10,137

STATEMENT OF MORTGAGE DEBT

Filed 19 May, 1951

Amount of loan secured by mortgage dated March 7th, 1949, and recorded among the Land Records of Anne Arundel County in Liber No. 513, folio 469:	$3000.00	
Paid on account	626.08	
Principal balance due	2373.92	
Interest, 24 weeks to May 26th, 1951	69.12	
	2443.04	
Credit expense account	89.00	
Total due	$2354.04	$2354.04
Amount of loan secured by mortgage dated June 12th, 1950, and recorded among the said Land Records in Liber No. 576, folio 273:	$3000.00	
Paid on account	169.50	
Principal balance due	2830.50	
Interest, 24 weeks to May 26th, 1951	83.52	
Total due	$2914.02	2914.02
Amount of loan secured by mortgage dated July 31st, 1950, and recorded among the said Land Records in Liber No. 582, folio 313:	$1500.00	
Paid on account	71.00	
Principal balance due	1429.00	
Interest, 24 weeks to May 26th, 1951	43.20	
Total due	$1472.20	1472.20
TOTAL AMOUNT DUE AS OF MAY 26th, 1951----------		$6740.26

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of May in the year nineteen hundred and fifty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Adam M. Jaworski, Secretary of St. Casimir's Building and Loan Association, Inc. ~~Petitioner~~ the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgages filed in the said cause now remaining due and unpaid.

ADAM S. GREGORIUS NOTARY PUBLIC BALTIMORE, MD.

Adam S. Gregorius, Jr.
Adam S. Gregorius, Jr., Notary Public

LIBER 75 PAGE 502

Margate, Glen Burnie P. O., Maryland

THIS IS TO CERTIFY, that I have this 11th day of May, 1951, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County and more particularly described in two deeds from the Cityco Realty Company recorded among the Land Records of Anne Arundel County in Liber J.H.H. 300, folio 324; and Liber J.H.H. 228, folio 8; at and for the sum of Twelve Thousand ($12,000.00) Dollars, to Charles L. Pumphrey and Edna G. Pumphrey, his wife, they thenand there being the highest bidders for said property.

Filed 28 June, 1951.

3.

George W. Scible - Auctioneer

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,137 Equity
BERTHA WAGNER, Administratrix of The Estate of JOHN BUENGER

Vs.

BERTHA WAGNER, DANIEL ANTHONY BUENGER, MILDRED DITTMAR, JOSEPHINE GRABOWSKI, also known as JOSEPHINE BUENGER.

Ordered, this 17th day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Maurice Weldemeyer and John Demyan, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of June next.

The report states that the amount of sales to be $12,000.00.

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

Filed 28 June, 1951.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity 10,137 Bertha Wagner

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of June, 1951. The first insertion being made the 24th day of May, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

30

No. MG 1733
52

BERTHA WAGNER, Administratrix of The Estate of John Buenger	*	IN THE
	*	CIRCUIT COURT
vs	*	FOR
JOSEPHINE GRABOWSKI, also known as JOSEPHINE BUENGER, et al, Margate Anne Arundel County, Maryland.	*	ANNE ARUNDEL COUNTY
	*	NO. 10,137 EQUITY

****

P E T I T I O N

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Bertha Wagner, respectfully represents:

FIRST: That Bertha Wagner, Daniel Anthony Buenger and Mildred Dittmar are the sole surviving children and heirs at law of the late John Buenger of Anne Arundel County.

SECOND: That Bertha Wagner, Daniel Anthony Buenger, both adults, and Mildred Dittmar have made a compormise settlement with Josephine Grabowski, also known as Josephine Buenger, of her claim exceeding Four Thousand ($4,000.00) Dollars, for the sum of Five Hundred ($500.00) Dollars over and above the Four Hundred Eighty-One Dollars and Ninety Cents ($481.90) heretofore advanced for the payment of the funeral bill.

THIRD: That your Petitioner, Bertha Wagner, and Daniel Anthony Buenger and Mildred Dittmar all feel that the said compromise settlement is to their best interest, but that the said Mildred Dittmar is an infant, and is unable to execute an Agreement binding her interest in the Estate towards the payment of the compromise settlement figure of Five Hundred ($500.00) Dollars.

FOURTH: Your Petitioner therefore prays that your Honors appoint a guardian ad litem, for the purpose of looking out for Mildred Dittmar's interest.

FIFTH: That Your Petitioner prays your Honors to further appoint Counsel for the guardian ad litem, so that the said guardian ad litem and Counsel may properly look out for the interest of the said Mildred Dittmar, age 19 years, an infant.

AND AS IN DUTY BOUND, ETC.

Bertha Wagner

Bertha Wagner
Petitioner

Filed 31 Oct. 1957

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30 day of October, 1951; before me, the sbuscriber, a Notary Public of the State and County aforesaid, personally appeared Bertha Wagner, Petitioner, and she made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

JOHN DENTAN JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

John Dentan Jr.

Notary Public

O R D E R

UPON the aforegoing Petition and affidavit, it is this 31st day of October, 1951; by the Circuit Court for Anne Arundel County in Equity, ORDERED that George Crowley be and he is hereby appointed guardian ad litem for the said Mildred Dittmar, infant; and ORDERED that John H. Hopkins IV be and he is hereby appointed counsel for the guardian ad litem for the said Mildred Dittmar, infant, so that they may properly look out for the interest of said infant, one of the parties to this cause.

Benjamin Michaelson

Judge

BERTHA WAGNER, ADMRX., ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPHINE GRABOWSKI, ET AL.	:	NO. 10,137 EQUITY

: : : : : : :

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of George Crowley, as Guardian ad litem for Mildred Dittman, Infant, by John H. Hopkins, IV, his solicitor, to the bill of complaint in the above-entitled case, respectfully shows:

1. That being an infant, the said Mildred Dittman can neither admit nor deny the allegations made in the bill of complaint, and she submits her rights to the decision of this Honorable Court.

And as in duty bound, etc.

John H. Hopkins IV
Solicitor for Guardian ad litem

Received a copy of the above Answer this 28th day of November, 1951.

C. Maurice Weidemeyer (per A.D.)
Solicitor for Plaintiff

Filed 20 Nov, 1951.

BERTHA WAGNER, ADMINISTRATRIX OF THE ESTATE OF JOHN BUENGER,	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
JOSEPHINE GRABOWSKI, also known as JOSEPHINE BUENGER, et al.	:	ANNE ARUNDEL COUNTY
	:	No. 10,137 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

December 15, 1951

Present:

Mr. C. Maurice Weidemeyer, Solicitor for Plaintiff.

Mr. John H. Hopkins, IV, Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Bertha Wagner, pages 2, 3.

Mildred Dittman, pages 3, 4.

Leslie Paul Dittmar, page 5.

Filed 31 Dec., 1951

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Bertha Wagner, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. What is your name?

A. Bertha Wagner.

2. You are the administratrix of the estate of John Benger?

A. Yes.

3. John Buenger was your father?

A. Yes.

4. How many children did he leave?

A. Three.

5. What are their names?

A. Myself, Daniel Anthony Buenger and Mildred Dittmar.

6. Is Daniel Anthony Buenger of full age?

A. Yes.

7. How old is Mildred Dittmar?

A. 19.

8. Is she married?

A. Yes.

9. Is her husband here today?

A. Yes.

10. Josephine Grabowski was the lady who lived with your father after your mother died?

A. Yes.

11. She had a claim against the estate?

A. She filed one; I don't know whether she had one or not.

12. Did she pay the funeral bill?

A. Yes. She had insurance to cover it.

13. Was it made payable to her?

A. Yes.

14. How much was the funeral bill?

A. Five hundred and some dollars.

15. Her claim was filed in this cause and you know about it?

A. Yes.

16. I show you the Stipulation filed in this case and ask you if that is your signature?

A. Yes, that is my signature.

17. You have all signed this Stipulation?

A. Yes.

(STIPULATION MARKED EXAMINER'S EXHIBIT 1)

18. Is this a fair settlement and for the advantage of the estate to make this settlement?

A. We all agreed. I think she should get something.

19. She did advance some moneys to your father as far as you know?

A. I don't know; she only claimed she did.

20. She did pay the funeral expenses?

A. Yes.

21. You all agreed after discussing it to settle the matter with her?

A. Yes, she would have filed her claim in court so we decided she should have something.

22. You are willing to settle for $500.00 over and above the funeral bill in full settlement of all claims she might have against your father's estate?

A. Yes.

(Mr. Klawans)

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

Bertha Wagner

Bertha Wagner

****

Mildred Dittmar, witness, after being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. You are Mildred Dittmar?

A. Yes.

2. You are the daughter of John Buenger?

A. Yes.

3. And the sister of Mrs. Wagner?

A. Yes.

4. How old are you now?

A. 19.

5. You know Josephine Grabowski, the claimant in this suit?

A. Yes.

6. How long did she live with your father at Margate after your mother died?

A. Three years.

7. Did she take care of the house as his wife?

A. Yes.

8. In Equity No. 10,137 she filed a claim for moneys that she claimed she had advanced to your father?

A. I knew she was claiming something.

9. Didn't she claim she had sold a house she had owned and given the money to your father?

A. That is what she claimed.

10. Do you remember when she sold the house she owned?

A. Yes, but I don't know who the money went to.

11. Did you discuss the matter of a compromise and settling the claim she made in this case with your sister?

A. Yes.

12. As a result you and your sister and brother signed the Stipulation with Josephine Grabowski to settle her claim in this case for the sum of $500.00, plus the amount she had paid for your father's funeral bill?

A. That's right.

13. You understood that when you signed it?

A. Yes.

14. You wish to have the claim settled in this case and get the matter cleaned up?

A. Yes.

(Mr. Hopkins)

1. You are fully satisfied that this matter be settled and Josephine Grabowski be paid $500.00 in settlement to avoid further litigation?

A. Yes.

(Mr. Klawans)

To the General Question under the rule, the witness says "NO".

MD. Mildred Wittmann

Leslie Paul Dittmar, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. You are Leslie Paul Dittmar?

A. Yes.

2. You are the husband of Mildred Dittmar?

A. Yes.

3. I show you this Stipulation filed in Equity No. 10,136 and ask you if this is your signature on the Stipulation made with Josephine Grabowski, whereby all parties agreed to settle her claim for the sum of $500.00 to be paid to her in addition to the amount she paid for the funeral bill?

A. Yes.

4. Did you discuss the matter with your wife and as a result all the heirs of John Buenger agreed that this settlement should be made?

A. Yes.

(Mr. Klawans)

1. What is your age?

A. 25 in April.

2. You think it advisable for your wife to make that settlement?

A. Yes.

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

Leslie Paul Dittmar

Leslie Paul Dittmar

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

Witness my hand and seal this 31st day of December, 1951.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
K.H.McC. $5.00

BERTHA WAGNER, Administratrix Plaintiff vs. BERTHA WAGNER, et al Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10137

: : : : :

PETITION OF ADMINISTRATRIX FOR TRUSTEES
TO PAY ESTATE CLAIMS AND MAKE DISTRIBUTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Bertha Wagner, Administratrix of the Estate of John Buenger, deceased, by her attorneys, C. Maurice Weidemeyer and John Demyan, Jr., respectfully shows:

1. That attached hereto and made a part hereof as Petitioner's Exhibit #1 is a certified copy of the first and final account of Bertha Wagner, Administratrix of the estate of John Buenger, deceased, which she filed in the Orphans' Court for Anne Arundel County in Administration #7908. That as shown by the first and final account aforesaid, there is an insufficiency of personal assets to pay the claims made against her as Administratrix.

2. That there is filed herein a stipulation entered into by and between Josephine Grabowski, who claims against the proceeds of the estate of John Buenger, deceased, and all of the heirs of John Buenger. That one of the heirs, Mildred Dittmar is married, but is a minor, and George Crowley was appointed herein as Guardian ad Litem for the said minor and Answer of said Guardian ad Litem, by John H. Hopkins IV, is also filed herein, as well as the testimony taken pertaining to the settlement of the said claim of Josephine Grabowski. Your Administratrix believes that the claims of Josephine Grabowski should be paid out of the proceeds of the real estate and in the amounts provided for in the said stipulation, namely, $481.90 as reimbursement to her for the funeral bill of the Decedent and $500.00 additional in full settlement of any and all other claims which she might have.

Filed 4 Jan., 1952.

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3. That your Administratrix knows of no defenses which she could make to the claims shown in her final account and believes that all of same should be allowed and paid.

4. That there are Court costs, fees, charges and commissions to be due and payable in this case and your Administratrix is advised and believes that this Court should authorize and direct the Trustees appointed herein, namely, C. Maurice Weidemeyer and John Demyan, Jr., to state their account through an auditor of this Court, and that this Court should authorize them to pay all of the claims shown in the Administratrix's final account, inheritance taxes and all fees, costs, charges and other bills incurred in the Trustees' sale of the real estate pursuant to the previous Order of Court.

To the end, therefore

1. That John Demyan, Jr. and C. Maurice Weidemeyer, Trustees, be authorized and directed to state their account on the proceeds of the sale of the real estate, and through an auditor of this Court and under direction of this Court, pay the claims and fees, costs, charges and expenses shown in the Administratrix's final account as well as the fees, costs, charges and expenses in connection with this suit, and, thereafter, said Trustees to make distribution to the heirs of John Buenger out of the proceeds remaining after payment of the above.

2. And for such other and further relief as to the Court may seem just and proper.

And as in duty bound, etc.

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Bertha Wagner, Administratrix

John Demyan, Jr. per Bew.

John Demyan, Jr.

Attorneys for Administratrix

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Filed 31 Jan., 1952.

ORDER OF COURT

Upon the aforegoing petition it is hereby ORDERED this thirty-first day of January, 1952, by the Circuit Court for Anne Arundel County, in Equity, that this case be referred to the Auditor of this Court to state an account; and it is hereby further ordered that the Auditor, in stating said account, allow from the surplus proceeds of sale the unpaid claims filed against the personal estate of John Buenger according to their legal priority and subject to all proper exceptions.

Benjamin Michaelson
JUDGE

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In the Case of

Bertha Wagner, Administratrix
of the Estate of
John Buenger
VS.
Bertha Wagner,
Daniel Anthony Buenger,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,137 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 20 Feb., 1952.

February 20, 1952

All of which is respectfully submitted.

Laura R. Jicklung
Auditor.

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48
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In the Case of

Dr. Bertha Wagner, Admrx. of the Estate of John Buenger, vs. Bertha Wagner, Daniel Anthony Buenger, et al

			in ac.	
To Trustees for Commissions, viz:	395	29		
To Trustees for Fee (Order 2/14/52) viz:	350	00	745	29
To Trustees for Court costs, viz:				
Plaintiff's Solicitors' appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - court costs	66	00		
Jos. W. Alton, Jr. - Sheriff's costs	10	80		
John C. Deegan - Sheriff's costs	5	00		
John S. Strahorn - Examiner's fee	8	00		
Emanuel Klawans - Examiner's fee	10	00		
K. H. McCutchan - Stenographer's fees	17	00		
J. Henry Zeller - Guardian ad Litem's fee	4	00		
George H. Crowley - Guardian ad Litem's fee	4	00		
Auditor - stating this account	54	00	198	80
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	49	68		
Capital-Gazette Press - handbills	17	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The A. S. Abell Co. - advertising sale	3	29		
Globe Indemnity Co. - bond premium	48	00		
George W. Scible - auctioneer's fee	75	00		
Louis J. DeAlba - appraiser's fee	25	00		
Lawrence Hobbs - appraiser's fee	25	00		
Ralph G. Snyder - surveyor's fee for staking lots and locating houses	105	00		
John H. Hopkins, IV -fee for legal services to guardian ad litem (Order 2/7/52)	25	00		
Clerk of Court - certified copies deeds	4	00		
Clerk of Court - costs in #10,078 Equity	5	50		
Clerk of Court - recording order in "		50		
One-half Federal revenue stamps	6	60		
One-half State revenue stamps	6	60		
Amelia H. Tubman - notary fees	1	00	411	41
To Trustees for Taxes, viz:				
1951 State and County taxes (adjusted)	41	82	41	82
To Trustees for Liens, viz:				
St. Casimir's Building & Loan Ass'n, Inc.- in full for claim filed under three mortgages:				
Balance due on principal	6,633	42		
Interest to 8/13/51	288	52		
Release fee	7	30		
	6,929	24		
Cr. Balance in expense account	89	00		
	6,840	24		
Recording release of mortgages	2	00	6,842	24

To Trustees for Claims filed against the Personal Estate of John H. Buenger (Order 1/31/52), viz:				
Capital-Gazette Press - notice to creditors	8	00		
John H. Hopkins, IV, Agent - two years' bond premiums	20	00		
R. G. Prout, Register of Wills - costs	21	35		
Edward N. C. Bradley - appraiser's fee	5	00		
John H. Stieff - appraiser's fee	5	00		
Administratrix' Commissions - $ 24.65				
Less State tax 2.46	22	19		
Register of Wills - State tax as above	2	46		
County Trust Co. - open safe deposit box	13	60		
Johns Hopkins Hospital - account filed	20	55		
The J. F. Johnson Lumber Co. - acct. filed	799	13		
Benton C. Williams - account filed	38	50		
Josephine Grabowski - amount advanced to F. W. Ozazewski for funeral expenses	481	90		
			1,437	68
To Trustees for Claims filed, viz:				
Josephine Grabowski - amount agreed to be paid in settlement of claim for money advanced deceased, as per stipulation filed 10/31/51	500	00		
Bertha Wagner and Mildred Dittmar - amount paid mortgagee to stop foreclosure proceedings, on account mortgage debt	570	24	1,070	24
BALANCE FOR DISTRIBUTION $1,675.35				
Distributed to the children of John H. Buenger, who died 9/4/50, viz:				
To Bertha Wagner, daughter - one-third $ 558.45				
LESS 1% direct inheritance tax 5.58	552	87		
To Daniel A. Buenger, son - one-third $ 558.45				
LESS 1% direct inheritance tax 5.58	552	87		
To Mildred Dittmar, daughter - one-third $ 558.45				
LESS 1% direct inheritance tax 5.58	552	87		
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above	16	74	1,675	35
			12,422	83

with John Demyan, Jr., and C. Maurice Weidemeyer, Trustees Cr.

1951				
May	11	Proceeds of Sale	12,000 00	
		Interest on deferred payment - 92 days	176 33	12,176 33
		Appraised value of personal estate	246 50	246 50
				12,422 83

Filed 1 Apr., 1952. Filed 20 Feb., 1952.

ORDER NISI

LIBER 75 PAGE 518

Bertha Wagner, Administratrix of the Estate of John Buenger

VERSUS

Bertha Wagner,

Daniel Anthony Buenger,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,137 Equity.

ORDERED, This 20 day of February, 19 52, 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 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 31 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of April, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed 31 Mar., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,137 Equity.

BERTHA WAGNER, Administratrix of the ESTATE OF JOHN BUENGER
Vs.
BERTHA WAGNER,
DANIEL ANTHONY BUENGER, et al

Ordered, this 20 day of February, 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 31 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 31 day of March next.

JOHN H. HOPKINS, 3rd, Clerk,

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

m-13

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 27, 1952

We hereby certify, that the annexed Order Nisi Auditors Account - Equity 10,137 John Buenger

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 March, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. O. 6144

By Bessie L. Carlson

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CHARLES F. LEE, JR. Lee Building Annapolis, Maryland	:	NO. 10,423 EQUITY
MARY F. LEE Lee Building Annapolis, Maryland	:	IN THE CIRCUIT COURT
EDWARD C. LEE Lee Building Annapolis, Maryland	:	FOR
vs	:	
ALBERT J. GOODMAN 12 Church Circle Annapolis, Maryland	:	ANNE ARUNDEL COUNTY.
JANET W. GOODMAN 12 Church Circle Annapolis, Maryland	:	

: : : : :

Filed 27 Feb., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That they are the owners in fee simple of a parcel of land known as One Hundred Fifty-four (154) and One Hundred Fifty-six (156) South Street, in the Sixth Election District of Anne Arundel County, and described as follows:

BEGINNING for the same at a point on the East side of South Street, the said point and place of beginning is distant South 6 degrees 20 minutes East 106.46 feet from the point of intersection formed by the South side of Church Circle and the East side of the said South Street; thence running from the beginning point so fixed and along the East side of the said mentioned South Street, South 6 degrees 20 minutes East 28.0 feet to a hole drilled in the concrete paving; thence leaving the said South Street and running with part of the southern boundary lines of the whole tract hereinafter mentioned, North 83 degrees 40 minutes East 3.0 feet to a spike in the concrete; thence North 41 degrees 13 minutes East 69.5 feet to a point in the fence line; thence running across the said mentioned whole tract with a fence line dividing the property now being described with the property of the County Trust Company, North 49 degrees 26 minutes West 22.45 feet to a point in the fence line; thence leaving

the said County Trust Company's property and running with a fence and through a small opening of the frame dwelling No. 156 situated upon the lot now being described, South 41 degrees 24 minutes West 52.6 feet to the place of beginning, according to a plat and survey made by J. Revell Carr, Surveyor, September, 1939. Being House Numbers 154 and 156 situate on the East side of said South Street, Annapolis, Maryland.

2. That an undivided one-half (1/2) interest in the hereinbefore described property was conveyed to Charles F. Lee, Jr. and Mary F. Lee, his wife, as tenants by the entireties, and an undivided one-half (1/2) interest was conveyed to Edward C. Lee by Harrison Thomas and Marie Thomas, his wife, by Deed dated the Eighth day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 459, folio 191. The original of said Deed being filed herewith and marked "Plaintiff's Exhibit No. One".

3. That the hereinabove mentioned property was conveyed by the County Corporation of Maryland to Harrison Thomas and Marie Thomas, his wife, by Deed dated the Twenty-fifth day of September, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 361. A certified copy of said Deed being filed herewith and marked "Plaintiff's Exhibit No. Two".

4. That the County Corporation of Maryland acquired title to the property hereinabove described from the Eastern Shore Trust Company.

5. That the Eastern Shore Trust Company acquired the above described property, together with other property now occupied by the Bank building of the County Trust Company, from Amelia G. Pinkney, by Deed dated the Tenth day of November, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 379., Copy filed herewith Marshall Pl. Exhibit #2A

6. That the said Amelia G. Pinkney acquired title to the property hereinabove described and other property as an heir of Mary S. Pinkney, who died intestate September 3, 1896.

7. That the said Amelia G. Pinkney about the time of her acquisition to the said property constructed the dwellings now located on the

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property hereinabove described and now designated as Numbers One Hundred Fifty-four (154) and One Hundred Fifty-six (156) South Street, in the City of Annapolis, Maryland.

8. That all of the owners immediately upon title vesting in them as herein set forth, including your orators, went into inclusive and undisputed possession of the property hereinabove described.

9. That for more than Twenty (20) years, the whole of the ground, premises, and improvements hereinabove described, which the Plaintiffs have contracted to sell to the Defendants, have been in the actual, open, exclusive, continuous, notorious, and quiet possession of your orators or those under whose title they claim.

10. That on the Third day of December, 1951, your orators entered into a contract of sale in writing with the Defendants, Albert J. Goodman and Janet W. Goodman, his wife, for the sale of the property herein mentioned, at and for the sum of Nine Thousand Five Hundred ($9,500.00) Dollars of which One Thousand ($1,000.00) Dollars, was paid in cash and the balance under said contract was to be paid within Sixty (60) days from the Third day of December, 1951. The original of said Contract being filed herewith and marked "Plaintiff's Exhibit No. Three".

11. That the Defendants have delayed and evaded the performance of their agreement and have refused to pay the balance due on the aforementioned Contract, though the time limited for the payment of the same has long since passed and not with standing the fact that your orators are willing and able to give a proper conveyance of the premises herein described, conveying to the Defendants a good and marketable title, in fee simple, to the premises.

12. That your orators have performed all of the requirements of said agreement on their part to be performed, but the said Albert J. Goodman and Janet W. Goodman refuse to take a conveyance of the said property herein mentioned from your orators and pay the balance of the purchase price due to your orators as they rightfully ought to do.

TO THE END, THEREFORE,

A. That the said agreement herein mentioned in paragraph Ten (10) of this Bill of Complaint be specifically enforced, and that the said Albert J. Goodman and Janet W. Goodman, his wife, may be decreed to accept a conveyance of the property herein described from your orators, and to pay the balance of the purchase money still due and owing to your orators as provided in the aforementioned Contract.

B. That your orators may have such other and further relief as their case may require.

May it please your Honor to grant to your orators the writ of sub poena directed to the said Albert J. Goodman and Janet W. Goodman, his wife, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, etc.,

Charles F. Lee, Jr.
Charles F. Lee, Jr.

Mary F. Lee
Mary F. Lee

R. Tilghman Price, III
Solicitor for the Plaintiff

Edward C. Lee
Edward C. Lee

STATE OF FLORIDA, County of Dade.

I HEREBY CERTIFY, That on this 21st day of February in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared CHARLES F. LEE, JR. and MARY F. LEE, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Bill of Complaint are true and correct to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Estelle Meyer
NOTARY PUBLIC

Notary Public, State of Florida at Large
My commission expires Oct. 23, 1953.
Bonded by American Surety Co. of N. Y.

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STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this Twenty-sixth day of February in the year nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD C. LEE, and made oath in due form of law that the matters and facts set forth in the foregoing Amended Bill of Complaint are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

JACQUELINE R. CALABRESE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Jacqueline R. Calabrese

Jacqueline R. Calabrese - NOTARY PUBLIC

LIBER 459 PAGE 191

LIBER 75 PAGE 524

Doc. S. $4.40
Ind. S. 4.40

THIS DEED, Made this Eighth day of March in the year nineteen hundred and forty-eight, by HARRISON THOMAS and MARIE THOMAS, his wife, of Anne Arundel County, State of Maryland, of the first part; and CHARLES F. LEE, Jr., and MARY F. LEE, his wife, and EDWARD C. LEE, unmarried, of Anne Arundel County, State of Maryland, of the second part.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said parties of the first part, Harrison Thomas and Marie Thomas, his wife, have bargained and sold and by these presents do hereby grant and convey an undivided one-half interest in the hereinafter described property unto Charles F. Lee, Jr., and Mary F. Lee, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, and an undivided one-half interest in the hereinafter described property unto Edward C. Lee, his heirs and assigns, in fee simple.

Lee K Goodman
Pl. Exhibit 1

Filed 27 Feb., 1952
Re-filed 5 Apr., 1952

ALL that piece or parcel of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point on the East side of South Street, the said point and place of beginning is distant South 6 degrees 20 minutes East 106.46 feet from the point of intersection formed by the South side of Church Circle and the East side of the said South Street; thence running from the beginning point so fixed and along the East side of the said mentioned South Street, South 6 degrees 20 minutes East 28.0 feet to a hole drilled in the concrete paving; thence leaving the said South Street and running with part of the southern boundary lines of the whole tract hereinafter mentioned, North 83 degrees 40 minutes East 3.0 feet to a spike in the concrete; thence North 41 degrees 13 minutes East 69.5 feet to a point in the fence line; thence running across the said mentioned whole tract with a fence line dividing the property now being described with the property of the County Trust Company, North 49 degrees 26 minutes West 22.45 feet to a point in the fence line;

Examiner's Exhibit 1.

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thence leaving the said County Trust Company's property and running with a fence and through a small opening of the frame dwelling No. 156 situated upon the lot now being described, South 41 degrees 24 minutes West 52.6 feet to the place of beginning, according to a plat and survey made by J. Revell Carr, Surveyor, September, 1939. Being House Numbers 154 and 156 situate on the East side of said South Street, Annapolis, Maryland.

Being the same property conveyed to Harrison Thomas and Marie Thomas, his wife, by the County Corporation of Maryland, by Deed dated the 25th day of September, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 361.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto Charles F. Lee, Jr., and Mary F. Lee, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, as to an undivided one-half interest in the hereinabove described property, and unto Edward C. Lee, his heirs and assigns, in fee simple, as to an undivided one-half interest in the hereinabove described property.

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

WITNESS the hands and seals of the said parties of the first part hereto.

WITNESS:

Ruby W. Chaney
~~Beatrice A. Velenovsky~~
Ruby W. Chaney

Harrison Thomas (SEAL)
Harrison Thomas

Marie Thomas (SEAL)
Marie Thomas

LIBER 75 PAGE 526

LIBER 459 PAGE 193

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 8th day of March in the year nineteen hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HARRISON THOMAS and MARIE THOMAS, his wife, parties of the first part hereto, and they acknowledged the foregoing Deed to be their act and deed.

AS witness my hand and Notarial seal.

Ruby W. Chaney
~~Beatrice A. Velenovsky~~ NOTARY PUBLIC
Ruby W. Chaney

Recorded March 10th, 1948 at 3-30 P.M.

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(INT. REV. STAMPS $2.20) (MD. STATE STAMPS $2.00)

THIS DEED, Made this 25th day of September in the year nineteen hundred and thirty-nine, by COUNTY CORPORATION OF MARYLAND, a body corporate of the State of Maryland, of the first part, and HARRISON THOMAS and MARIE THOMAS, his wife, of the City of Annapolis, State of Maryland, of the second part.

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said County Corporation of Maryland has bargained and sold and by these presents does grant and convey unto Harrison Thomas and Marie Thomas, his wife, as tenants by the entireties, their heirs and assigns forever, in fee simple.

ALL that piece or parcel of ground situate, lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a point on the East side of South Street, and said point and place of beginning is distant South 6 degrees 20 minutes East 106.46 feet from the point of intersection formed by the south side of Church Circle and the east side of said South Street; thence running from the beginning point so fixed and along the east side of the said mentioned South Street, South 6 degrees 20 minutes East 28.0 feet to a hole drilled in the concrete paving; thence leaving the said South Street and running with part of the southern boundary lines of the whole tract hereinafter mentioned, North 83 degrees 40 minutes East 3.0 feet to a spike in the concrete; thence North 41 degrees 13 minutes East 69.5 feet to a point in the fence line; thence running across the said mentioned whole tract with a fence line dividing the property now being described with the property of the County Trust Company, North 49 degrees 26 minutes West 22.45 feet to a point in the fence line; thence leaving the said County Trust Company's property and running with a fence and through a small opening of the frame dwelling No. 156 situated upon the lot now being described, South 41 degrees 24 minutes West 52.6 feet to the place of beginning. Being House Lots Nos. 154 and 156 situated on the East side of the said South Street,

Filed 27 Feb, 1952
Re-filed 5 Apr, 1952

Examiner's Ex. 2

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Annapolis, Maryland, and as shown by a plat made by J. Revell Carr, Surveyor, September, 1939, said plat being attached hereto and made a part of this Deed.

BEING the southwesterly portion of that tract of land which was conveyed to the Eastern Shore Trust Company of Maryland, (Now County Corporation of Maryland) by Amelia G. Pinkney, unmarried, by Deed dated the 10th day of November, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 379.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Harrison Thomas and Marie Thomas, his wife, as tenants by the entireties thereof, their heirs and assigns forever, in fee simple.

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

WITNESS the corporate name of the County Corporation of Maryland, by J. Allan Coad, its President, and its corporate seal attested by H. Gordon Kitchen, its Assistant-Secretary.

ATTEST: (CORPORATE SEAL) COUNTY CORPORATION OF MARYLAND

H. Gordon Kitchen BY: J. Allan Coad, President

ASSISTANT-SECRETARY

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 25th day of September in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. Allan Coad, President of the County Corporation of Maryland, the above named Grantor, and he acknowledged the foregoing Deed to be his act and deed as said President of said Corporation.

//

AS witness my hand and Notarial Seal.

(NOTARIAL SEAL) Laura L. Dorsey, Notary Public

My Commission expires May 5, 1941.

Recorded-November-12-1941-2:45-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. 247, folio 361, 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 26th day of February A.D., 1952.

John H. Hopkins, 3rd Clerk

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THIS DEED made this tenth day of November, 1917, by and between Amelia G. Pinkney, single party of the first part, of Annapolis, Anne Arundel County, Maryland, and "The Eastern Shore Trust Company", a body corporate, of Dorchester County, Maryland, party of the second part, Witnesseth-

That for and in consideration of the sum of Ten dollars ($10.00) and other good and valuable consideration, paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, -the said party of the first part does hereby grant and convey unto the said party of the second part, its successors and assigns.- All those lots or parcels of ground situate on the south corner of Church Circle and Southeast Street (now Duke of Gloucester Street,) and running through to South Street, Annapolis, Maryland and described as follows:

Filed 27 Feb, 1938 Re-filed 5 Apr, 1938

1. Beginning at the corner of Southeast Street (now Duke of Gloucester Street) in the Church Circle, and running thence with the said Street, southeast, 27 ½ feet; thence south, 43 degrees, 45 minutes, west, 149 feet; thence north, 33 degrees west, 13 feet 6 inches; thence North, 41 degrees, east, 117 feet to the northwest corner of the house formerly belonging to Elie Vallette; thence with and around the said house to the Church Circle so as to intersect 29 ½ feet in the said Circle from the end of Southeast Street (now Duke of Gloucester Street) and thence with the said Circle 29½ feet to the beginning.

2. Beginning at the southeast corner of the house occupied in the year 1850 by Sarah Wells on Southeast Street (now Duke of Gloucester Street). adjoining the above described lot, and running from thence with said Street, and bounding thereon, 6 feet; thence running parallel with the South, 43 degrees, 45 minutes, west course above, across said lot to South Street; thence bounding on South Street, running northerly, until it strikes or intersects the south 43 degrees 45 minutes, west course continued to the said Street; thence reversing and bounding on said line to the beginning.-

Examiner's E. 3

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Being the same lots of ground conveyed to Mary S. Pinkney the mother of the said Amelia G. Pinkney, by Mary E. Levering, by deed dated the 1st day of July, 1879 - recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 14, folio 391, and of which the said Mary S. Pinkney died, intestate, seized and possessed, leaving the said Amelia G. Pinkney as her only child and heir-at-law, The said lots of ground have been recently resurveyed, as shown by a plat made by J. Carson Boush, County Surveyor, on the 7th November, 1917, which plat is intended to be recorded with this deed among the aforesaid Land Records.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said "The Eastern Shore Trust Company", its successors and assigns, forever, in fee simple.

And the said party of the first part hereby covenants that she will warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary-

Witness the hand and seal of the said grantor:-

Test:- Thomas O. Gott Amelia Grayson Pinkney (SEAL)

State of Maryland, Anne Arundel County, to-wit:-

I hereby certify that on this tenth day of November, 1917, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Amelia G. Pinkney single, and acknowledged the aforegoing deed to be her act-

Witness my hand and Notarial Seal.

(Notary's Seal) Thomas O. Gott - Notary Public

Recorded 12th November 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. 131, folio 379, 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 26th day of February A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

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LIBER 75 PAGE 533

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 3rd day of December 19 51, by and between CHARLES F. LEE, JR., MARY F. LEE, his wife, and EDWARD C. LEE (single)

of the first part, hereinafter called Vendor, and ALBERT J. GOODMAN AND JANET W. GOODMAN, his wife

of the second part, hereinafter called Vendee

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: Being the identical property which was conveyed to the Vendors by deed of March 8, 1948, which is recorded in Liber J.H.H., 459, folio 191, and known as Nos. 154-156 South Street, Annapolis, Md., and further described in said deed as follows: "Beginning for the same at a point on the East side of South St., the said point and place of beginning is distant South 6 degrees 20 minutes East 106.46 feet from the point of intersection formed by the South side of Church Circle and the East side of the said South Street; thence running from the beginning point so fixed and along the East side of the said mentioned South Street, South 6 degrees 20 minutes East 28.0 feet to a hole drilled in the concrete paving; thence leaving the said South Street and running with part of the southern boundary (over)

At and for the price of NINETY FIVE HUNDRED AND - - 00/100 Dollars, of which ONE THOUSAND AND - - - - 00/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash within sixty days from the above date, provided title is good and marketable; and if any defects in title are discovered and can be corrected, the vendors agree to do so promptly at their own expense.

Filed 27 Feb., 1952
Re-filed 5 Nov., 1952

Lease Hudson
PP 2115 # 3.

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

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

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

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

WITNESS the hands and seals of the parties hereto.

Examiner's Exhibit 5

WITNESSES:		
Carolyn W. Thompson	Charles F. Lee, Jr.	(SEAL)
Carolyn W. Thompson	Mary F. Lee	(SEAL)
Carolyn W. Thompson	Edward C. Lee	(SEAL)
Grace R. Hartge	Albert J. Goodman	(SEAL)
Grace R. Hartge	Janet W. Goodman	(SEAL)

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lines of the whole tra[illegible] hereinafter mentioned, N[illegible]h 83 degrees 40 minutes East 3.0 feet to a spike in the concrete; thence North 41 degrees 13 minutes East 69.5 feet to a point in the fence line; thence running across the said mentioned whole tract with a fence line dividing the property now being described with the property of the County Trust Company, North 49 degrees 26 minutes West 22.45 feet to a point in the fence line; thence leaving the said County Trust Company's property and running with a fence and through a small opening of the frame dwelling No. 156 situated upon the lot now being described, South 41 degrees 24 minutes West 52.6 feet to the place of beginning, according to a plat and survey made by J. Revell Carr, Surveyor, Sept. 1939. Being House Numbers 154 and 156 situate on the East side of said South Street Annapolis, Maryland."

G.J.G.
J.W.G.
C.F.L.J.
M.F.L.
E.C.L.

Contract of Sale

BETWEEN

AND

CHARLES F. LEE, Jr., et al.	:	NO. 10,423 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ALBERT J. GOODMAN and JANET W. GOODMAN	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Albert J. Goodman and Janet W. Goodman to the bill of complaint filed against them in this cause exhibited, respectfully represents unto Your Honors:

FIRST: That inasmuch as the allegations contained in Paragraph One of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

SECOND: That inasmuch as the allegations contained in Paragraph Two of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

THIRD: That inasmuch as the allegations contained in Paragraph Three of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

FOURTH: That they deny the allegations contained in Paragraph Four of said bill of complaint inasmuch as there is no deed on record conveying said property to the County Corporation of Maryland by the Eastern Shore Trust Company as therein alleged.

FIFTH: That inasmuch as the allegations contained in Paragraph Five of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

SIXTH: That inasmuch as the allegations contained in Paragraph Six of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

Filed 28 Feb., 1952.

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SEVENTH: That these respondents have no knowledge of the matters and facts set forth in Paragraph Seven of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

EIGHTH: That these respondents have no knowledge of the matters and facts set forth in Paragraph Eight of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

NINTH: That these respondents have no knowledge of the matters and facts set forth in Paragraph Nine of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

TENTH: That they admit the allegations contained in Paragraph Ten of said bill of complaint.

ELEVENTH: They deny having delayed or evaded the performance of their said agreement although they admit having refused to pay the balance due on their contract for the reason that the title to the property described therein as now held by the complainants, is not good and marketable. That in addition to the defect set forth in Paragraph Four hereof, these respondents allege that the complainants have no record title to a portion of the land intended to be conveyed fronting approximately 17 feet on South Street, with a depth approximating 40 feet on the east side thereof, and 30 feet on the west side thereof, and extending 13½ feet across the rear thereof. That as will be observed on the plat attached to this answer, the lot firstly described in the deed from Sarah Wells to Ann Lamden dated December 9, 1850, and recorded among the Land Records of Anne Arundel County in Liber J.H.N. No. 6, folio 64, extended on the east from a point set on Duke of Gloucester Street, south 43 degrees 45 minutes west 149 feet, which did not run to a point on South Street, the result of which was to exclude from the deed description of Lot 1 that portion of the property hereinabove referred to. That said erroneous description appeared in every deed in the chain of title subsequent thereto until a survey of said land was obtained and the description thereof incorporated in the deed from the County Cor-

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poration of Maryland to Harrison Thomas and wife dated September 25, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 361.

TWELFTH: They deny that the complainants have performed all of the requirements of said agreement on their part to be performed inasmuch as these respondents believe and, therefore, aver that title to a substantial portion of the property described in the contract of sale filed as an exhibit herein, is defective and unmarketable. That these respondents, although having refused to accept a conveyance of said property because of said defects in title, are, nevertheless, ready, willing and able to do so and to pay the balance of the purchase price when said title defects have been removed.

AND having fully answered said bill of complaint, they beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

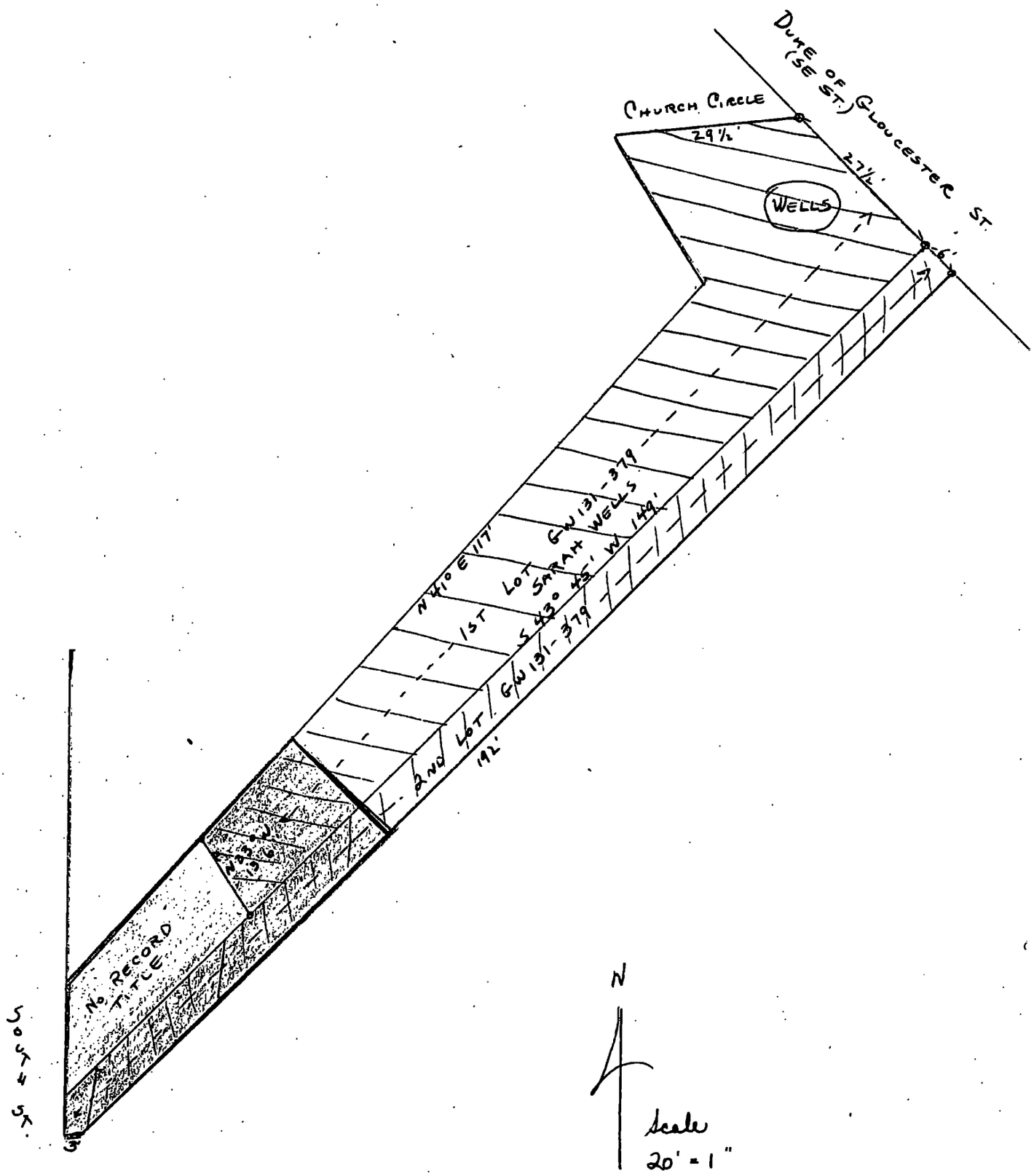
Albert J. Goodman
Albert J. Goodman

Janet W. Goodman
Janet W. Goodman
Respondents

Eugene M. Childs
Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Respondents

I hereby certify that on this 28th day of February, 1952, I mailed a copy of the foregoing answer to R. Tilghman Brice, III, solicitor for the complainants, Lee Building, Annapolis, Maryland.

Eugene M. Childs
Solicitor for Respondents



Filed 28 Feb., 1952

CHARLES F. LEE, JR. ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
ALBERT J. GOODMAN AND	:	ANNE ARUNDEL COUNTY
JANET W. GOODMAN	:	
	:	No. 10,423 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

March 26, 1952

Filed 5 Apr., 1952

Present:

Mr. R. Tilghman Brice, III, Solicitor for Plaintiffs.

Mr. Eugene M. Childs, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Charles F. Lee, Jr., pages 2 to 4.

D. Claude Handy, pages 5, 6.

Dennis J. Thompson, pages 6, 7.

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

(Mr. Brice)

1. State your name and address:

A. Charles F. Lee, Jr., 8 Church Circle, Annapolis, Md.

2. You and your brother, Edward C. Lee, own the property known as 154-156 South Street?

A. Yes.

3. From whom did you acquire that property?

A. Harrison Thomas.

4. I show you the original deed, filed with the bill of complaint in this case, dated March 8, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 459, folio 191, and ask you if this is the deed by which the property was acquired?

A. Yes it is. (ORIGINAL DEED FILED WITH BILL OF COMPLAINT MARKED EXAMINER'S EXHIBIT 1)

5. Do you know from whom Harrison Thomas acquired it?

A. From the County Corporation of Maryland.

(CERTIFIED COPY OF DEED DATED 25 SEPTEMBER 1939 FILED WITH BILL OF COMPLAINT, FROM COUNTY CORPORATION OF MD. TO HARRISON THOMAS AND WIFE, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 247, folio 36, MARKED EXAMINER'S EXHIBIT 2)

6. Do you know from whom the County Corporation of Maryland and the County Trust Company of Maryland acquired it?

A. No I don't know.

MR. BRICE: I OFFER IN EVIDENCE CERTIFIED COPY OF DEED DATED November 10, 1917 FROM AMELIA G. PINKNEY TO THE EASTERN SHORE TRUST COMPANY, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G. W. NO. 131, folio 379. MARKED EXAMINER'S EX. 3)

7. Since you and your wife and your brother have held title to this property, have you assumed jurisdiction over it?

A. Yes.

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8. Have you rented it?

A. We have.

9. Prior to your acquiring it under the ownership of Harrison Thomas, do you know whether or not he claimed ownership of it?

A. We acted as his agent and collected rents for him.

10. From when did you collect rents for him?

A. From June 11, 1942.

11. Was his possession actual, open, exclusive, continuous and notorious from the time he acquired it?

A. Yes.

12. Has your occupation of the property been actual, open, exclusive, continuous and notorious since you have had title to this property?

A. Yes.

13. That is the property that is described in the bill of complaint and described according to a description by Mr. Carr in 1939?

A. Yes.

14. Subject to the contract made by you and your brother and Mr. and Mrs. Goodman?

A. Yes.

15. There was some question about the title in the chain of title as to whether the property was properly conveyed by the County Corporation to Harrison Thomas as to whether the County Corporation had actual title to the property. Have you acquired a deed from the County Trust Company which was the successor to the Eastern Shore Trust Company, to this property, correcting that defect?

A. Yes.

16. This deed has not as yet been recorded, has it?

A. No.

MR. BRICE: I OFFER A COPY OF SAID DEED AS AN EXHIBIT. MARKED EXAMINER'S EXHIBIT 4.

STIPULATION: IT IS STIPULATED BY COUNSEL THAT THE COMPLAINANT PRESENTED (IT) TO THE EXAMINER AN EXECUTED DEED DATED MARCH 13, 1952 BY THE COUNTY TRUST COMPANY OF MARYLAND, A BODY CORPORATE, SUCCESSOR OF THE EASTERN SHORE TRUST COMPANY TO CHARLES F. LEE, JR. AND EDWARD C. LEE WHICH CONVEYS THE PROPERTY

IN LITIGATION AS DESCRIBED IN THE CARBON COPY OF THE DEED FILED AS EXAMINER'S EX. 4.

17. You and your wife and your brother entered into a contract with Mr. and Mrs. Goodman for the sale of this property, is that correct?

A. Yes.

18. I show you this contract of sale filed with the bill of complaint and ask you if that is the contract?

A. Yes.

(CONTRACT OF SALE FILED WITH BILL OF COMPLAINT MARKED EXAMINER'S EX. 5)

19. Have Mr. and Mrs. Goodman refused to go through with the performance of the contact.

A. Yes.

20. Have they stated why?

A. Due to the defect in the title.

21. And you claim the title is good and marketable?

A. Yes.

22. In your recollection how long have the improvements known as 154-156 South Street been in their present location?

A. During my lifetime--38 years.

23. Do you know those houses occupy the full frontage and width of the lot?

A. Yes.

24. How far back do they extend?

A. It includes the area in dispute and extends beyond the area in dispute. They front about 22 or 23 feet on South Street and have a depth of approximately 28 feet. These two houses have covered that entire area for more than 30 years and have been occupied by tenants during that time.

(Mr. Strahorn)

To the General Question under the rule , the witness answers, "I don't know anything further."

Charles F. Lee, Jr.

Charles F. Lee, Jr.

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D. Claude Handy, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. What is your name and address?

A. D. Claude Handy, 223 Duke of Gloucester Street, Annapolis, Md.

2. How long have you lived there?

A. 67 years.

3. Do you own that property?

A. Yes.

4. Does that property run through to South Street?

A. It does.

5. Does it adjoin the present property of the County Trust and the property belonging to Mr. Lee, the subject of this suit?

A. 225 Duke of Gloucester covers, I expect, all of the division line. I come down to a point; I have 12 feet between the Towns-Worth Building and the Lee property. I would say that 225 Duke of Gloucester, 98% of the party line is between 225 and the property in dispute. My sister, Mrs. Valk, owns 225 Duke of Gloucester.

6. You are familiar with the improvements known as 154-156 South Street, the two houses that are the subject of this suit?

A. I am.

7. Can you tell us how long those houses have been in their present location?

A. I would say a minimum of 50 years; they have been there almost as long as I can remember.

8. Do you know of your own knowledge when they were built?

A. No.

9. You do know they have been there 50 years?

A. I would estimate 50 years.

10. Do you know who has been in title during that time?

A. I do know the property in recent years has been owned by Charles F. Lee, Jr. and Edward Lee; prior to that it was owned by a man named Thomas and prior to that it was owned by the County Trust Company.

11. Has possession of those owners during that time been actual, open, exclusive, continuous and notorious?

A. Yes.

12. As far as you know there have been no persons other than the owners that have claimed any title to the property or any portion thereof.

A. No.

(Mr. Strahorn)

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

D. Claude Handy

****

Dennis J. Thompson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Brice)

1. What is your name and address?

A. Dennis J. Thompson, 1212 West Street, Annapolis, Md.

2. What is your occupation?

A. Bank Cashier of the County Trust Company.

3. How long have you been connected with the present County Trust Company and the old Eastern Shore Trust Company?

A. Since 1918, 34 years.

4. In what capacity did you come with them?

A. As a cashier.

5. You have been in an executive capacity with the old Eastern Shore Trust Company and its successor since 1918?

A. That's right.

6. Did the Eastern Shore Trust Company own the property now known as 154-156 South Street?

A. They did.

7. From whom did they acquire it?

A. It was acquired from Amelia Pinckney.

8. Did the bank sell a portion or sell the property known as 154-156 South St.?

A. They did.

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9. To whom?

A. To a man named Thomas.

10. Was it Harrison Thomas?

A. I think that is right.

11. During the time they held title to that property did they claim ownership of it?

A. Yes.

12. Did they exercise ownership of it?

A They did.

13. Did they enter into possession of it?

A. To my knowledge, yes.

14. Did they collect rents from it?

A. They did.

15. Was their possession actual, open, exclusive, continuous and notorious during the time they had it?

A. It was.

16. Did any one make any claim to any portion of the property?

A. No.

17. Were The two houses as now exist, on the property when the bank acquired it?

A. Yes.

18. Have they been there to your knowledge as an official of the bank since 1918?

A. They have.

19. As an Annapolitan you know that they were there longer than that?

A. Yes I believe they were there from 1900 on; I was 15 at that time and I can remember they were there. We played in the back yard more than once; they were there ever since I can remember.

20. The improvements known as 154-156 South Street were there as long as you can remember?

A. Yes.

21. If any objection had been made to the title to the bank you would have known it?

A. Yes.

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

Dennis J. Thompson

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

Witness my hand and seal this 5th day of ~~March~~ April, 1952.

Jno S Strahorn (SEAL)
Examiner

J.S.S. $10.00
K.H.McC. $7.00

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THIS DEED, Made this 13th day of ~~February~~ March in the year nineteen hundred and fifty-two, by and between the COUNTY TRUST COMPANY OF MARYLAND, a body corporate, of the State of Maryland, successor of the Eastern Shore Trust Company, of the first part; and CHARLES F. LEE, JR. and MARY F. LEE, his wife, and EDWARD C. LEE of Anne Arundel County, State of Maryland, of the second part.

WHEREAS, by Deed dated the Eighth day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 459, folio 191, the hereinafter described property was conveyed to the parties of the second part hereto by Harrison Thomas and Marie Thomas, his wife; and

WHEREAS, by Deed dated the Twenty-fifth day of September, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 247, folio 361, the property hereinafter described was conveyed by the County Corporation of Maryland to Harrison Thomas and Marie Thomas, his wife, the said County Corporation of Maryland did not at that time, however, nor since has had the actual title to said property, the title to the said property having been vested in the Eastern Shore Trust Company and its successor, the County Trust Company of Maryland, the party of the first part hereto; and

WHEREAS, that by an amendment to the Charter of the Eastern Shore Trust Company, dated the Twelfth day of August, 1933, the name of the said Company was changed to the County Trust Company of Maryland, the parties of the first part hereto; aand

WHEREAS, the title to said property of the parties of the second part is deemed defective in that the aforesaid conveyance by the County Corporation of Maryland to Harrison Thomas and Marie Thomas, his wife, was a conveyance by the said County Corporation of Maryland, which did not hold title to the land at the time of said conveyance, nor has it ever held title to the said land; and

WHEREAS, the said County Trust Company of Maryland has agreed to convey the aforesaid property to the parties of the second part hereto, so that their title may be perfected.

Filed 5 Apr, 1952.

Examiner's Ex. 4.

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NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of One ($1.00) Dollar and other good and valuable considerations, the receipt thereof is hereby acknowledged, the said County Trust Company of Maryland, a body corporate, of the State of Maryland, party of the first part hereto, has bargained and sold, and by these presents does hereby grant, convey and confirm an one-half (1/2) undivided interest unto Charles F. Lee, Jr., and Mary F. Lee, his wife, as tenants by the entireties thereto, their heirs and assigns, in fee simple, and an one-half (1/2) undivided interest unto Edward C. Lee, his heirs and assigns, in fee simple.

ALL that piece or parcel of land lying and being in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point on the East side of South Street, the said point and place of beginning is distant South 6 degrees 20 minutes East 106.46 feet from the point of intersection formed by the South side of Church Circle and the East side of the said South Street; thence running from the beginning point so fixed and along the East side of the said mentioned South Street, South 6 degrees 20 minutes East 28.0 feet to a hole drilled in the concrete paving; thence leaving the said South Street and running with part of the southern boundary lines of the whole tract hereinafter mentioned, North 83 degrees 40 minutes East 3.0 feet to a spike in the concrete; thence North 41 degrees 13 minutes East 69.5 feet to a point in the fence line; thence running across the said mentioned whole tract with a fence line dividing the property now being described with the property of the County Trust Company, North 49 degrees 26 minutes West 22.45 feet to a point in the fence line; thence leaving the said County Trust Company's property and running with a fence and through a small opening of the frame dwelling No. 156 situated upon the lot now being described, South 41 degrees 24 minutes West 52.6 feet to the place of beginning, according to a plat and survey made by J. Revell Carr, Surveyor, September, 1939. Being House Numbers One Hundred Fifty-four (154) and One Hundred Fifty-six (156) situate on the East side of said South Street, Annapolis, Maryland.

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Being a part of the same property conveyed to the Eastern Shore Trust Company by Amelia G. Pinkney, by Deed dated the Tenth day of November, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 131, folio 379.

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

TO HAVE AND TO HOLD the said lot of ground and premises above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto Charles F. Lee, Jr., and Mary F. Lee, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, as to an undivided one-half interest in the hereinabove described property, and unto Edward C. Lee, his heirs and assigns, in fee simple, as to an undivided one-half interest in the hereinabove described property.

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

WITNESS the name of the County Trust Company of Maryland by W. R. Milford, its President, and its corporate seal attested by Tilden O. Atwell, its Assistant Secretary.

ATTEST:

COUNTY TRUST COMPANY

BY: s/ W. R. Milford, President
W. R. Milford,
President

s/ Tilden O. Atwell
Tilden O. Atwell - Asst. Secretary

STATE OF MARYLAND, ~~City~~ County of Baltimore, to-wit:

I HEREBY CERTIFY, That on this 13th day of March in the year nineteen hundred and fifty-two, before me, the subscriber,

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a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. R. Milford, the President of the COUNTY TRUST COMPANY OF MARYLAND, a body corporate, of the State of Maryland, and he acknowledged the foregoing Deed to be the act of the said body corporate.

AS WITNESS my hand and Notarial seal.

s/ Edward R. Taylor
Edward R. Taylor - NOTARY PUBLIC

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CHARLES F. LEE, JR., et al.	:	NO. 10,423 EQUITY
	:	IN THE CIRCUIT COURT
vs	:	FOR
ALBERT J. GOODMAN and JANET W. GOODMAN	:	ANNE ARUNDEL COUNTY

: : : : : : :

TO THE HONORABLE THE JUDGES OF SAID COURT:

We hereby submit the above entitled case on Bill, Answer, and Testimony, and consent to the passage of an immediate decree.

R. Tilghman Brice

R. Tilghman Brice, III
Solicitor for the Plaintiffs

Eugene Mackall Childs

Eugene Mackall Childs

Filed 7 Apr. 1952

LIBER 75 PAGE 552

CHARLES F. LEE, JR., et al.	:	NO. 10,423 EQUITY
	:	IN THE CIRCUIT COURT
vs	:	FOR
ALBERT J. GOODMAN and JANET W. GOODMAN	:	ANNE ARUNDEL COUNTY

: : : : : : :

This cause standing ready for hearing and being submitted, the proceedings having been read and considered, the Court having determined that the Plaintiffs and their predecessors in title have been in actual, open, exclusive, continuous, notorious, and quiet possession of the property mentioned in these proceedings, and being designated as House Numbers One Hundred Fifty-four (154) and One Hundred Fifty-six (156) South Street, in the City of Annapolis, Maryland, and being described by metes and bounds, courses and distances in the first paragraph of the Bill of Complaint, for more than Twenty (20) years prior to the filing of the Bill of Complaint, and the Court having further determined that the title to the said property mentioned in the Bill of Complaint is good and marketable as vested in the Plaintiffs.

IT IS THEREUPON, This 7th day of April, 1952, adjudged, ordered, and decreed, that the Defendants forthwith pay or bring unto this Court to be paid unto the Plaintiffs, the sum of Eight Thousand Five Hundred ($8,500.00) Dollars, the same being the balance of the purchase money due for the land and premises in the proceedings hereinmentioned, together with such adjustments of taxes and other public dues and charges as provided in the Contract between the parties heretofore filed in this cause; and

That upon payment of the aforesaid sum of money as aforesaid or bringing the same unto this Court, the Plaintiffs by a good and marketable deed to be executed and acknowledged according to law, shall convey unto the said Defendants, the land and premises in these proceedings mentioned and described as sold by the said Plaintiffs to the Defendants.

Benjamin Michaelson
JUDGE

Filed 7 Apr., 1952.

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CHARLES F. LEE, Jr., et al.	:	NO. 10,423 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ALBERT J. GOODMAN, et al.	:	ANNE ARUNDEL COUNTY

:::::::

WAIVER OF RIGHT OF APPEAL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondents, Albert J. Goodman and Janet W. Goodman, his wife, respectfully suggest to this Honorable Court:

That they do not intend to appeal the decree entered against them dated April 7, 1952, and, therefore, waive their right of appeal in the above-entitled case.

Albert J. Goodman

Janet W. Goodman

Janet W. Goodman
Respondents

Eugene M. Childs

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Respondents

Filed 18 Apr., 1952.

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IN THE MATTER OF THE SALE OF	:	NO. 10,397 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE
LOYD EDWARD HOUNSHELL and	:	CIRCUIT COURT
MARGARET HOUNSHELL, his wife,	:	FOR
and ETHEL S. GRINE, widow	:	ANNE ARUNDEL COUNTY

Filed 14 Jan., 1958

Mr. Clerk:

Please docket this case, file mortgage, and approve Bond.

Eugene M. Childs
Eugene M. Childs
Attorney named in Mortgage

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

County Form.

LIBER 75 PAGE 555
LIBER 544 PAGE 364

Md Stamps $2.75

No. 10,397 Equity

This Mortgage, Made this 29th day of October, in the year one thousand, nine hundred and forty-nine, between LOYD EDWARD HOUNSHELL and MARGARET HOUNSHELL, his wife, and ETHEL S. GRINE

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 TWENTY-NINE HUNDRED NINETY ($2,990.00) - - - - - - - - - - - - - Dollars, being part of the purchase money for the property hereinafter described;

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

By the payment of Forty-Two and no/100 - - - - - - - - - - - - - - - - - - Dollars, on or before the first day of each and every Month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar 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 those lots of ground situate and lying in Second Election District Anne Arundel County, in said State, and described as follows:

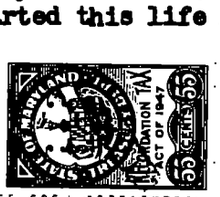
FIRST: BEGINNING for the same at an iron pipe set on the Northwest side of Tyler Street, distant South 61° 37' West 550.0 feet from an iron pipe heretofore set at the Southeast corner of the whole 10 acre tract hereinafter mentioned of which the lot now being described is a part, thence running from the said beginning point so fixed, leaving the said mentioned Tyler Street, North 28° 23' West 312.0 feet to another iron pipe now set in the Northern boundary line of the above mentioned whole tract; thence with part of said line South 61° 37' West 50.0 feet to another iron pipe, thence leaving said mentioned Northern boundary line and running parallel with the first line of this description South 28° 23' East 312.0 feet to another iron pipe now set on the Northwest side of the above mentioned Tyler Street, thence with the same North 61° 37' East 50.0 feet to the beginning. CONTAINING 0.358 acres of land.

IT BEING the identical property which was granted and conveyed unto the said Loyd Edward Hounshell and wife by Deed from William L. Schurr and wife dated September 14th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 489, folio 232.

SECOND: ALL of Lots numbered Twenty-six (26) and Twenty-nine (29) in Block G of the subdivision of William H. Burns property situate on the Southeast side of Chesapeake Avenue, said lots having a frontage of 100 feet on said Chesapeake Avenue with an even depth of 160 feet.

IT BEING a part of the property which was granted and conveyed unto the said Frank G. Grine and Ethel S. Grine, his wife, by Deed from Nelson J. Connolly, unmarried, dated the 28th day of March in the year 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 135, folio 501. The said Frank G. Grine having since departed this life leaving the said Ethel S. Grine as surviving tenant.

Filed 14 Jan. 1952



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 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
Eugene M. Childs

Loyd Edward Hounshell (SEAL)
Loyd Edward Hounshell

Margaret Hounshell (SEAL)
Margaret Hounshell

Ethel S. Grine (SEAL)
Ethel S. Grine

(SEAL)

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

I HEREBY CERTIFY that on this 29th day of October, 1949, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Loyd Edward Hounshell and Margaret Hounshell, his wife, and Ethel S. Grine

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 NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Eugene M. Childs

Eugene M. Childs Notary Public.

Recorded- 31st October, 1949, at 12:30 P.M.

MORTGAGE

FROM

Loyd Edward Hounshell and Margaret Hounshell, his wife & Ethel S. Grine

TO

WORKINGMEN'S BUILDING AND LOAN ASSOCIATION

Received for Record 31 Oct., 1949 at 12:30 o'clock P.M. Same day recorded in Liber J.H.H. No. 544 Folio 364 etc. one of the Land Records of A. A. Co. County, and examined per John H. Hopkins 3rd, Clerk

Cost of Record, $ 6.25 Paid

Eugene M. Childs, Attorney at Law
192 Duke of Gloucester Street
Annapolis, Maryland

Judicial 10 2-15-33 200—TRUSTEE TO SELL

LIBER 75 PAGE 559

No. 10,397 Equity

UNITED STATES FIDELITY AND GUARANTY COMPANY

WE WILL BOND AND INSURE YOU — FIDELITY — BURGLARY SURETY CASUALTY

BALTIMORE, MARYLAND.

Know all Men by these Presents:

That we, Eugene M. Childs, as Principal, of Annapolis, Maryland and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand, five hundred and no/100 - - - - - - - - - - - - - Dollars ($3,500.) 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 14th day of January in the year of our Lord one thousand, nine hundred and fifty-two

WHEREAS THE ABOVE BOUNDEN Eugene M. Childs by virtue of a power contained in a mortgage ~~[illegible]~~ ~~[illegible]~~ from Loyd Edward Hounshell ~~[illegible]~~ and wife, et al to the Workingmen's Building and Loan Association of Annapolis, Maryland, dated October 29, 1949 recorded among the Land ~~[illegible]~~ Records of Anne Arundel County, in Libre JHH 544, Folio 364

~~vs.~~

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Eugene M. 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.

Dorothy I. Miller — Eugene M. Childs (Seal)

(Seal)

(Seal)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By [signature]
attorney-in-fact

Attest:
Dorothy I. Miller
Assistant Secretary

approved this 14 Jan. 1952
John H. Hopkins, 3rd, Clerk

Filed 14 Jan. 1952

IN THE MATTER OF THE SALE	:	NO. 10,397 EQUITY
OF THE MORTGAGED REAL	:	IN THE
ESTATE OF LOYD EDWARD	:	CIRCUIT COURT FOR
HOUNSHELL AND WIFE	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Principal balance due as of Feb. 7, 1952	$2668.40
Interest to Feb. 9, 1952	21.00
TOTAL	$2689.40

Filed 4 Feb, 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 1st day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared THOMAS J. LINTHICUM, III, Secretary for the Workingmen's Building and Loan Association of Annapolis, and made oath in due form of law that the statement above of the mortgage claim of the said Association is true to the best of his knowledge and belief, and that he is duly authorized to make this affidavit.

As witness my hand and seal Notarial.

Eugene M. Childs

Eugene M. Childs, Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

IN THE MATTER OF THE SALE OF	:	NO. 10 397 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE
LOYD EDWARD HOUNSHELL AND	:	CIRCUIT COURT FOR
MARGARET HOUNSHELL, HIS WIFE	:	ANNE ARUNDEL COUNTY

AFFIDAVIT in compliance with the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and the Soldiers and Sailors Civil Relief Act Art. 87A, Flack's Annotated Code of Maryland, 1947 Ed.

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 and 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 the Soldiers and Sailors Civil Relief Act, Art. 87A, Flack's Annotated Code of Maryland, 1947 Ed., that on behalf of plaintiff careful investigation has been made to ascertain whether or not the above named defendants are 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 and Agent

SUBSCRIBED AND SWORN TO BEFORE ME THIS 4th DAY OF FEBRUARY 1952.

Waldemar P. Hopkins
Notary Public

WALDEMAR P. HOPKINS NOTARY PUBLIC ANNE ARUNDEL CO.

Filed 4 Feb., 1952.

JGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND.

5

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

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

MORTGAGEE'S SALE

OF VALUABLE FEE SIMPLE

PROPERTY

LOCATED ON TYLER STREET AND ON CHESAPEAKE AVENUE, EASTPORT, ANNAPOLIS, MARYLAND

By virtue of the power of sale contained in a mortgage from Loyd Edward Hounshell and Margaret Hounshell, his wife, and Ethel S. Grine, widow, to the Workingmen's Building and Loan Association of Annapolis, a body corporate of the State of Maryland, dated October 29, 1949, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 544, folio 364, default having occurred thereunder, the undersigned, Attorney named in the mortgage will sell at public auction at the Court House Door in the City of Annapolis, Maryland, on

Thursday, February 7, 1952

AT 11 O'CLOCK A.M.

FIRST: All that lot of ground fronting 50 feet on the Northwest side of Tyler Street, with a depth therefrom of 312 feet, and containing 0.358 of an acre of land which is more particularly described by metes and bounds, course and distances in said mortgage. Being the same property conveyed to Loyd Edward Hounshell and wife by William L. Shurr and wife, by deed dated September 14, 1948, recorded among said Land Records in Liber J. H. H. No. 489, folio 232.

This property is improved by a four-room frame dwelling with a partially completed bath.

SECOND: Lots numbered 26 and 29, Block G, of the subdivision of William H. Burns' property, having a total frontage of 100 feet on the southeast side of Chesapeake Avenue with a depth therefrom of 160 feet. Being the same property conveyed to Frank G. Grine and Ethel S. Grine, wife, by Nelson J. Connolly, unmarried, by deed dated March 28, 1935, recorded among said Land Records in Liber F. A. M. No. 135, folio 501, the said Frank G. Grine having since departed this life.

This property is unimproved.

The above three lots will be offered for sale singly to the highest bidder in the above order. The sale shall cease when offers sufficient to satisfy the outstanding debt and costs have been received.

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 per cent 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.

over

LIBER 75 PAGE 563

IN THE MATTER OF THE MORTGAGED	:	NO. EQUITY
REAL ESTATE OF LOYD EDWARD	:	IN THE CIRCUIT COURT FOR
HOUNSHELL AND WIFE	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that WE have purchased at public auction from Eugene M. Childs, Attorney, the property FIRSTLY described by this handbill for the sum of $2950.00 and do hereby agree to comply with the terms of sale as set forth therein.

Witness OUR hands and seals this 7th day of February, 1952.

Witness:

William L. Belcher (SEAL)

Ethel L. Belcher (SEAL)

This is to certify that I have this 7th day of February, 1952, sold at public auction for Eugene M. Childs, Attorney, the property FIRSTLY described by this handbill at and for the sum of $2950.00 to WILLIAM LEE BELCHER & ETHEL L. BELCHER, HIS WIFE, They being then and there the highest bidders therefor, and I hereby certify that the sale was fairly made.

Witness my hand and seal this 7th day of February 1952.

(SEAL)
George W. Scible

Filed 11 Feb., 1952.

IN THE MATTER OF THE SALE	:	NO. 10,397 EQUITY
OF THE MORTGAGED REAL	:	IN THE
ESTATE OF LOYD EDWARD	:	CIRCUIT COURT FOR
HOUNSHELL AND WIFE	:	ANNE ARUNDEL COUNTY

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 presents, respectfully shows:

That under and by virtue of the power of sale containedin a mortgage from Loyd Edward Hounshell and wife, and Ethel S. Grine, widow, to the Workingmen's Building and Loan Association of Annapolis, a body corporate of the State of Maryland, dated October 29, 1949, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 544, folio 364, 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 other law for such cases made and provided, did offer the property firstly described in said mortgage, at public auction at the Court House door in the city of Annapolis, Maryland, on Thursday, February 7, 1952, at 11 o'clock A.M., and then and there sold said firstly described property to William L. Belcher and Ethel L. Belcher, his wife, at and for the sum of two thousand nine hundred fifty dollars ($2950.00), they being, at that figure, the highest bidders therefor, the said property being known as #1196 Tyler Street, Eastport, Annapolis, Maryland.

The said purchase price being sufficient to satisfy the outstanding debt and costs of sale, the secondly described property, being Lots 26 and 29, Block G, of the subdivision of William H. Burns' property, was withdrawn from sale.

And the said Attorney further reports that he has received from

Filed 11 Feb., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

said purchasers a deposit as required by the terms of said sale, and agreement signed by said purchasers to comply with the terms of sale as set forth in the handbill filed in these presents.

Respectfully submitted.

Eugene M. Childs
Eugene M. Childs
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 8th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, Attorney named in the Mortgage from Loyd Edward Hounshell and wife, and made oath in due form of law that the matters and things set forth in the aforegoing report are true as therein stated and that said sale was fairly made.

As witness my hand and seal Notarial.

Wilhelmina P. Hopkins
Wilhelmina P. Hopkins Notary Public

WILHELMINA P. HOPKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 75 PAGE 566

ORDER NISI

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

LOYD EDWARD HOUNSHELL AND
MARGARET HOUNSHELL, HIS WIFE, AND
ETHEL S. GRINE, WIDOW

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,397 Equity

Filed 11 Feb., 1952.

Ordered, this 11 day of February, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney named in Mortgage, ~~XXXXXXX~~ Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of March next.

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The report states that the amount of sales to be $ 2950.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE OF

~~XXXXXX~~

LOYD EDWARD HOUNSHELL AND
MARGARET HOUNSHELL, HIS WIFE, AND
ETHEL S. GRINE, WIDOW

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 19 Mar., 1952.

ORDERED BY THE COURT, This 19th day of March, 19 52, 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.

11

LIBER 75 PAGE 567 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 Equity 10,397 Lloyd Edward Hounshell

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 17th day of March, 1952 The first insertion being made the 15th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carson

No. E. C. 6117

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,307 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
LOYD EDWARD HOUNSHELL, and MARGARET HOUNSHELL, his wife, and ETHEL S. GRINE, widow.

Ordered, this 11 day of February, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of March next.

The report states that the amount of sales to be $2,950.00.

JOHN H. HOPKINS, 3rd., Clerk,

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

m-7

Filed 19 March 1952

10

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
Lloyd E. Hounshell
and
Margaret Hounshell, his wife, et al.

In the

Circuit Court

For

Anne Arundel County

No. 10,397 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 Apr., 1952

April 28, 1952

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

12
13
15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Loyd E. Hounshell and Margaret Hounshell, his wife, et al in ac.

To Attorney for Fee, viz:	25	00		
To Attorney for Commissions, viz:	119	48	144	48
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	33	75		
Capital-Gazette Press - handbills	10	05		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. -bond premium	14	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal revenue stamps	1	15		
One-half State revenue stamps	1	15		
Wilhelmina P. Hopkins - notary fees	1	00	95	10
To Attorney for Taxes, viz:				
1952 State and County taxes ($23.83 -adj.)	2	47	2	47
To Workingmen's Building & Loan Ass'n of Annapolis - in full for mortgage claim	2,689	40	2,689	40
To Loyd E. Hounshell and Margaret Hounshell, his wife, and Ethel S. Grine - this balance	10	05	10	05
			2,979	25

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

1952						
Feb.	7	Proceeds of Sale	2,950	00		
		Interest on deferred payment - 67 days	29	25	2,979	25
					2,979	25

LIBER 75 PAGE 571

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Loyd E. Hounshell and Margaret Hounshell, his wife, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,397 Equity.

Filed 6 June, 1952. Filed 30 Apr., 1952.

13

ORDERED, This 30 day of April, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2 day of 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 2 day of June next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of June, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge

15

LIBER 75 PAGE 572

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 6 June, 1952.

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,397 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of LOYD E. HOUNSHELL and MARGARET HOUNSHELL, His Wife, et al.

Ordered, this 30th day of April, 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 2nd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-15

Annapolis, Md., June 6, 1952

We hereby certify, that the annexed Order Nisi Equity 10,397 - Aud. Acct. Loyd E. Hounshell

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 2nd day of June, 1952. The first insertion being made the 1st day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. ..... By Bettie L. Carlson

14

BESSIE M. HARROD DORSEY 2124 Eleventh Street, N. W. Washington, D. C.	:	NO. 10,282 EQUITY IN THE CIRCUIT COURT
VS.	:	FOR
JOSEPH P. V. DORSEY Shady Side, Maryland	:	ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT
FOR PARTITION OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your oratrix, complaining, says:

FIRST: That by deed dated March 9, 1948, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 463, folio 272, James E. Crowner and wife conveyed to Joseph P. V. Dorsey and Bessie M. Harrod (now Bessie M. Harrod Dorsey), as joint tenants, certain property located in the Seventh Election District of Anne Arundel County and described as being Lots Nos. 25, 26 and 27, as shown on a plat of Selassie Villa, filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod E-2, Plat 13, a certified copy of said deed being filed herewith and marked "Complainant's Exhibit A." That said lots are improved by a one and one-half story frame bungalow, which property has a total sales value of approximately $7,000.00.

SECOND: That the above real estate is subject to a mortgage from the complainant and respondent to the First Federal Savings and Loan Association of Annapolis dated November 29, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 548, folio 213, in the principal amount of $2,500.00, on which there is now due and unpaid a balance of $1,716.91.

THIRD: That for some time past, the respondent, Joseph P. V. Dorsey, having evicted your oratrix from the said premises and barred her return without just cause or reason, has been in exclusive possession of the same and has not accounted to your oratrix for its use by the payment of rent; and

Filed 25 July, 1951

your oratrix is, therefore, being deprived of any benefit from or enjoyment of said real estate.

FOURTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix, by reason thereof, feels that a public sale of the premises should be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

A. THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

B. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

C. THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said Joseph P. V. Dorsey, who resides on Haile Parkway, Shady Side, Maryland, commanding him to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

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 23rd day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared BESSIE M. HARROD DORSEY and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

2

Int. Rev. Stamps $.55-Md. St. Stamp $.55
No title examination. Eugene P. Childs.

THIS DEED, made this 9th day of March in the year Nineteen hundred and forty eight, by and between JAMES E. CROWNER and CARRIE B. CROWNER, his wife, parties of the first part, being of Anne Arundel County in the State of Maryland, and JOSEPH P.V. DORSEY and BESSIE M. HARROD, parties of the second part, being of the city of Washington, in the District of Columbia.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations, thereunto moving from the parties of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain and sell and by these presents do grant and convey unto the said parties of the second part, as joint tenants and not as tenants in common, and to the survivor, his or her heirs and assigns, forever in fee simple,

ALL OF those lots, pieces or parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and being described as follows:

BEING ALL of lots numbered TWENTY FIVE (25), TWENTY Six (26) and TWENTY SEVEN (27) as shown on a plat of "Selassie Villa", said Plat being recorded in Cabinet No. 2 Rod E-2 folio 13 one of the Plat Records of Anne Arundel County.

IT BEING a part of the property which was granted and conveyed unto the said James E. Crowner and wife by Deed from Eugene P. Childs, Trustee dated the 21st day of February in the year 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 208 folio 319.

SUBJECT, HOWEVER, to the following covenants and restrictions:

1st: Each lot in said subdivision is subject to a charge of two dollars ($2.00) per year, payable on the first day of November in each and every year; said sum to be used for upkeep of roads, and is to be abated if and when the County takes over said roads.

2nd: All toilets and cesspools must conform to the Health regulations as prescribed by the Board of Health of Anne Arundel County.

Filed 25 July, 1951

10,282 Eq. Dorsey vs Dorsey Examiner's Exhibit 1

TOGETHER with the buildings and improvements thereon erected made or being and all of the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said parties of the second part, as joint tenants and not as tenants in common, and to the survivor, his or her heirs and assigns, forever in fee simple.

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

WITNESS the hands and seals of the above named Grantors on the day and in the year first above written.

Witness: James E. Crowner (SEAL)

Annie M. Rogers Carrie B. Crowner (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY Certify that on this 9th day of March in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James E. Crowner and Carrie B. Crowner, his wife, and they acknowledged the aforegoing Deed to be their act and deed.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) Annie M. Rogers
Notary Public.

Recorded-6th-April-1948-at-10:30-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 463 Folio 272 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 20th day of July A.D., 1951.

John H. Hopkins 3rd Clerk.

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BESSIE M. HARROD DORSEY	:	
	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOSEPH P. V. DORSEY	:	# 10,282 Equity

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Joseph P. V. Dorsey, Respondent by Rouse and Morton, his solicitors, to the Bill of Complaint exhibited against him respectfully shows:

-1-

That your Respondent admits the allegations contained in Paragraph one of said Bill of Complaint.

-2-

That your Respondent admits the allegations contained in Paragraph two of said Bill of Complaint.

-3-

That your Respondent denies the allegations contained in Paragraph three of said Bill of Complaint; and further answering said Paragraph three, your Respondent avers that the Complainant left him and their home without just cause or reason.

-4-

That your Respondent admits that the said property is not susceptible of division in kind and your Respondent neither admits nor denies the remaining allegations

Filed 18 Oct. 1951

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

in said Paragraph four.

AND having answered the said Bill of Complaint your Respondent respectfully requests that it be dismissed with his proper costs.

AND AS IN DUTY BOUND, ETC.

Joseph Dorsey
Joseph Dorsey

Rouse and Morton
Rouse and Morton
12 Church Circle
Annapolis, Maryland
Solicitors for Respondent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of ~~September~~ October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH P. V. DORSEY and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

Dorothy L. Stackett
Notary Public

Service of copy admitted this 18th day of October, 1951.

Albert J. Goodman

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

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BESSIE M. HARROD DORSEY	:	NO. 10,282 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOSEPH P. V. DORSEY	:	ANNE ARUNDEL COUNTY

:::::::

DECREE

THIS CAUSE, standing ready for hearing and being submitted, testimony was taken in open Court; and the proceedings were read and considered.

IT IS THEREUPON, this 20th day of December, 1951, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that ALBERT J. GOODMAN and JAMES C. MORTON, Jr., be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, and such other notice as they may think proper of the time, place, manner and terms of the sale, which terms shall be as follows: A deposit of FIVE HUNDRED DOLLARS ($500.00) to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above

Filed 20 Dec, 1951

set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from or under them or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be divided between the parties hereto in equal shares, under the direction of this Court, after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

James Clark
Judge

J. Md. Statutory.
Trustee's Bond.

LIBER 75 PAGE 581

No. 10,282 Equity

Know all Men by these Presents.

THAT WE, Albert J. Goodman and James C. Morton, Jr.,

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 Five Thousand Five Hundred and no/100- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 20th day of December, in the year nineteen hundred and fifty-one.

WHEREAS, the above bounden Albert J. Goodman and James C. Morton, Jr., by virtue of a decree of the Honorable the Judge of the Circuit Court dated December 20, 1951, have ~~been~~ been appointed trustees to sell the real estate owned by Bessie M. Harrod Dorsey and Joseph P. V. Dorsey, as described in No. 10,282 Equity, in the Circuit Court for Anne Arundel County, Maryland,

mentioned in the proceedings in the case of Bessie M. Harrod Dorsey

vs.

Joseph P. V. Dorsey

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and James C. Morton, Jr.,

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 presence of

Grace R. Hartge
Grace R. Hartge

M. E. Haney
M. E. Haney

Albert J. Goodman [SEAL]

James C. Morton [SEAL]

GLENS FALLS INDEMNITY COMPANY

By L. E. King, Attorney [SEAL]

Form 8195—B—1-41

Approved this 26 Dec, 1951.
John H. Hopkins, 3rd, Clerk.

Filed 26 Dec, 1951

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TRUSTEES' SALE
— OF —
VALUABLE IMPROVED
REAL ESTATE
LOCATED AT SHADYSIDE, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 20th day of December, 1951, and passed in a cause in said Court pending, wherein BESSIE M. HARROD DORSEY is complainant and JOSEPH P. V. DORSEY is respondent, the undersigned will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, JANUARY 22, 1952,
AT 11 A. M.

All those three lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as being Lots Nos. 25, 26, and 27 as shown on a plat of Selassie Villa filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod E-2, folio 13.

BEING the same property which was conveyed to Joseph P. V. Dorsey and Bessie M. Harrod (now Bessie M. Harrod Dorsey) as joint tenants by James E. Crowner and wife by deed dated March 9, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 403, folio 272.

THIS property is improved by a 1½-story frame bungalow, consisting of living room, dinette, two bedrooms, kitchen and bath, with electricity and heated by circulating coal burner installed in fireplace.

TERMS OF SALE, as prescribed by the decree: A deposit of $300.00 will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from day of sale to day of settlement. Taxes, insurance and other expenses to be adjusted to the day of sale.

THIS property is sold subject to a first mortgage to the First Federal Savings and Loan Association of Annapolis, Maryland.

For further particulars apply to:
ALBERT J. GOODMAN or
JAMES C. MORTON, JR.,
12 Church Circle,
Annapolis, Maryland.
Trustees.

ROBERT H. CAMPBELL, Auctioneer.
j-10

LIBER 75 PAGE 582

BESSIE M. HARROD DORSEY : NO. 10,282 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

JOSEPH P. V. DORSEY : ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (~~we~~) have purchased at public auction from Albert J. Goodman and James C. Morton, Jr., Trustees, the property described in the advertisement attached hereto for the sum of Two Thousand One Hundred plus 1st mortgage of $1627.01, DOLLARS ($ 2100.00); and I (~~we~~) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (~~our~~) hand(~~s~~) and seal(~~s~~) this 22nd day of January, 1952.

WITNESS:

G. Milewski as to George R. Harrod (SEAL)

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and James C. Morton, Jr., Trustees, the property described in the advertisement attached hereto to George R. Harrod at and for the sum of Two Thousand One Hundred plus 1st mortgage of $1627.01, DOLLARS ($ 2100.00), he (~~they~~) being at that price the highest bidder(~~s~~) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 22nd day of January, 1952.

WITNESS:

Albert J. Goodman

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

Filed 22 Jan., 1952

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BESSIE M. HARROD DORSEY	:	NO. 10,282 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
JOSEPH P. V. DORSEY	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and James C. Morton, Jr., Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in "The Southern Maryland Times," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, January 22, 1952, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

> All those three lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and described as being Lots Nos. 25, 26, and 27, as shown on a plat of Selassie Villa filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod E-2, folio 13.
>
> Being the same property which was conveyed to Joseph P. V. Dorsey and Bessie M. Harrod (now Bessie M. Harrod Dorsey) as joint tenants by James E. Crowner and wife by deed dated March 9, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 463, folio 272.

SAID PROPERTY being sold to George R. Harrod

at and for the sum of Two Thousand One Hundred DOLLARS ($2,100.00), and subject to first mortgage of $1,627.01, he being at that price then and there the highest bidder therefor. The said purchaser has

Filed 22 Jan., 1952

agreed to comply with the terms of sale.

The agreement of the purchaser , certificate of the auctioneer, and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman

James C. Morton, Jr.

Albert J. Goodman
James C. Morton, Jr.
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and JAMES C. MORTON, Jr., Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the said sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

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BESSIE M. HARROD DORSEY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOSEPH P. V. DORSEY	:	NO. 10,282 EQUITY

. . .

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph P. V. Dorsey, Respondent in the above entitled matter, respectfully shows:

-1-

That under date of December 20, 1951, this Honorable Court passed a Decree ordering Albert J. Goodman and James C. Morton, Jr., Trustees, to sell certain property owned by the parties to this cause and located in Selassie Villa, Shady Side, Maryland.

-2-

That said sale was held on January 22, 1952.

-3-

That there is now located in the dwelling house on the aforesaid property one three-burner electric stove purchased from Sears and Roebuck from funds furnished by your Petitioner and the Plaintiff herein and there is also on said premises one electric hot water heater purchased from funds furnished by your Petitioner and the Plaintiff herein.

-4-

That prior to the aforesaid sale, the Plaintiff removed from said dwelling house all furniture and furnishings therein including an electric refrigerator and rugs, said furniture being in an amount sufficient to fill completely five rooms, all of which was purchased from funds furnished by your Petitioner and the Plaintiff herein.

-5-

That the Plaintiff has converted to her own use joint property of the parties having a value in excess of the value of the electric range

Filed 29 Feb, 1952

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and hot water heater mentioned in Paragraph three.

WHEREFOR your Petitioner prays an Order of this Honorable Court authorizing and directing the aforesaid Trustees to deliver to your Petitioner the said electric range and electric hot water heater.

AND, as in duty bound, etc.

Joseph P. V. Dorsey

Joseph P. V. Dorsey
Petitioner

I hereby certify that a copy of the foregoing Petition has been mailed to Albert J. Goodman and James C. Marton, Jr., Trustees, this 28th day of February, 1952.

Dorothy L. Stackett

BESSIE M. HARROD DORSEY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOSEPH P. V. DORSEY	:	NO. 10,282, EQUITY

. . . .

ORDER

Upon the foregoing Petition, it is this 1st day of March, 1952, by the Circuit Court for Anne Arundel County ORDERED that Albert J. Goodman and James C. Morton, Jr., Trustees, be, and they are hereby directed to allow Joseph P. V. Dorsey to take possession of one electric stove and one electric hot water heater all as described in the foregoing Petition.

Benjamin Ulrichson

Judge.

Filed 1 Mar., 1952.

ORDER NISI

BESSIE M. HARROD DORSEY

versus

JOSEPH P. V. DORSEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,282 Equity

Filed 22 Jan., 1952

Ordered, this 22 day of January, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and James C. Morton, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 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 3 day of March next.

The report states that the amount of sales to be $ 2,100.00, and subject to first mortgage of $1,627.01.

John H. Hopkins, 3rd, Clerk. 10

True Copy,

TEST: Clerk.

(Final Order)

BESSIE M. HARROD DORSEY

versus

JOSEPH P. V. DORSEY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 5 Mar., 1952

ORDERED BY THE COURT, This 5th 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 allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

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12

LIBER 75 PAGE 589 OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices —

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,282 Equity

BESSIE M. HARROD DORSEY
Vs.
JOSEPH V. DORSEY

Ordered, this 22nd day of January, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and James C. Morton, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of March next.

The report states that the amount of sales to be $2,100.00, and subject to first mortgage of $1,627.01.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-21

Filed 5 Mar., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,282 Joseph V. Dorsey

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 3rd day of March, 1952. The first insertion being made the 31st day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

No. S. M. T. 67

14

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In the Case of

Bessie M. Harrod Dorsey

vs.

Joseph P. V. Dorsey

In the

Circuit Court

For

Anne Arundel County

No. 10,282 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 Mar., 1952.

March 19, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

13
14
16

Dr. Bessie M. Harrod Dorsey vs. Joseph P. V. Dorsey in ac.

To Trustees for Commissions, viz:	96	29	96	29
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	24	25		
Jos. W. Alton - Sheriff's costs	1	45		
John S. Strahorn - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fees	15	00		
Auditor - stating this account	13	50		
			84	20
To Trustees for Expenses, viz:				
Southern Md. Times - advertising sale	26	25		
Southern Md. Times - order nisi (sale)	8	00		
Southern Md. Times - order nisi (acct)	6	00		
Washington Post Co. - advertising sale	34	32		
Glens Falls Indemnity Co. -bond premium	22	00		
Patrick J. White - appraisal & testimony	35	00		
Robert H. Campbell, auctioneer's fee	15	00		
Clerk of Court - certified copy of deed	2	00		
One-half Federal revenue stamps	1	38		
One-half State revenue stamps	1	37		
Grace R. Hartge - notary fees	1	00	152	32
To Trustees for Taxes, viz:				
1952 State and County taxes ($32.53 - adjusted to 1/22/52)	1	99	1	99
Balance for Distribution - $1,774.80				
Distributed in accordance with Decree of 12/20/51, viz:				
To Bessie M. Harrod Dorsey - one-half	887	40		
To Joseph P. V. Dorsey - one-half	887	40	1,774	80
			2,109	60

with Albert J. Goodman and James C. Morton, Jr., Trustees Cr.

1952						
Jan.	22	Proceeds of Sale	2,100	00		
		Interest on deferred payment to 3/10/52	9	60	2,109	60
					2,109	60

Filed 29 Apr., 1952. Filed 19 Mar., 1952

ORDER NISI

LIBER 75 PAGE 593

Bessie M. Harrod Dorsey

VERSUS

Joseph P. V. Dorsey

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,282 Equity.

ORDERED, This 19 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 28 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 28 day of April next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th day of April, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
A. J.

LIBER 75 PAGE 594 OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,282 Equity
BESSIE M. HARROD DORSEY
Vs.
JOSEPH P. V. DORSEY

Ordered, this 10th 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 28th 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 28th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-10

Filed 18 Apr., 1952

Annapolis, Md., April 10, 1952

We hereby certify, that the annexed Auditors Account No. 10,282 Equity Bessie M. Harrod Dorsey

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 28th day of April, 1952. The first insertion being made the 27th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty L. Carlson

No. S. M. T. .....

15

John Holt Richardson, Attorney named in the Mortgage : In the Circuit Court of Anne Arundel County, In Equity

vs : No.

Nanon M. Tracey and ~~wife~~ husband

Filed: July 21, 1931

Mr. Clerk:

Please docket suit on above entitled case and file Exhibit.

Standley L. Richardson
Solicitor

This Mortgage, Made this third day of September, in the year one thousand nine hundred and nineteen between

Nanon M. Tracey and Clarence C. Tracey, her husband - - - - - - - - - - -

of the County of Baltimore, in the State of Maryland, Mortgagors, and the The New Baltimore Loan and Savings Association of Baltimore City, a body corporate, duly incorporated, Mortgagee:

Whereas, the said Nanon M. Tracey and Clarence C. Tracey, her husband

Mortgagors, being members of the said body corporate, have received therefrom the sum of Three Thousand Six Hundred and forty - - - - - - - - - - - - - - - - Dollars, being an advance of the full paid up value of their twenty-eight - - shares of its stock;

And Whereas, it was a condition precedent to said advance being made, that this Mortgage should be executed to secure the payment of the dues, interest and fines, and the performance of the covenants and conditions hereinafter mentioned to be paid and performed; the sum hereby secured being part of the purchase money of the hereinafter described property.

Now, therefore, this Mortgage Witnesseth, that, in consideration of the premises and of One Dollar, the receipt of which is hereby acknowledged, the said

Nanon M. Tracey and Clarence C. Tracey, her husband - - - - - - - - - - - - - -

do grant unto the New Baltimore Loan and Savings Association of Baltimore City, aforesaid, and its successors and assigns, all those lots ~~piece~~ pieces or parcel of ground situate and lying in ~~Baltimore~~ Anne Arundel County, aforesaid, and described as follows, that is to say:—

Filed: July 21, 1931

All those lots known and designated as Lots Numbered Forty-nine (49); and Fifty (50), in Section "Three" on the Plant of Brooklyn Park." Sub-division No. 3, of John Culver, as appears in the Land Records of Anne Arundel County, in Plat Book No. 1, Liber G. S. folio 171. Said lots having a combined frontage on the north side of Hill Top Road of fifty feet, with an even rectangular depth northward of one hundred and twenty-five feet to a ten foot alley.

For title see deed John K. Culver and Frances S. Culver to Nanon M. Tracey, dated August 15, 1919, and left to be recorded among the Land Records of Anne Arundel County.

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

To have and to hold the said described piece or parcel of ground or premises unto the New Baltimore Loan and Savings Association of Baltimore City, its successors and assigns, forever, in fee-simple. aforesaid, ~~and its assigns during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; subject to the payment of the yearly rent aforesaid.~~

If, however, the said Mortgagors shall make the payments, and perform the covenants herein on their part contained, then this Mortgage shall be void.

And the said Mortgagors, for themselves, their - - - - - heirs, executors, administrators and assigns, covenant with the

The New Baltimore Loan and Savings Association of Baltimore City - - - - -

aforesaid, and its assigns, to pay and perform as follows, that is to say: to pay the Mortgagee or its assigns, weekly the sum of Seven dollars ~~and~~ ~~cents~~, as dues, on every Tuesday evening; also to pay all ground rents and taxes, for which the property hereby mortgaged may become liable, when payable; to pay also the sum of Four dollars and twenty cents weekly, on every Tuesday - - - - evening, being the interest and premium of fifteen cents per share on each one of the said shares of stock redeemed; to pay the fine of five cents per share per week, for every week said payments shall remain unpaid. Also to pay all fines that may be imposed on said Mortgagors by the said Mortgagee in accordance with its acts of incorporation and By-Laws, and to keep the improvements on the said ground fully insured from loss by fire for the use of the Mortgagee; all of which payments and covenants shall continue in force until the weekly dues aforesaid, shall amount to the sum of money advanced by said Mortgagee to said Mortgagors as aforesaid.

And it is further understood that when and so often as one hundred and thirty dollars are paid to said body corporate as weekly dues (said sum corresponding to one share of stock) then the weekly interest of fifteen cents due thereon shall be abated.

And in case of default being made in the payment of the installments of the aforesaid mortgage debt or interest at the times limited and mentioned for the payment of the same, as aforesaid, or in case of any default being made in any covenants or conditions of this Mortgage, then the whole mortgage debt hereby intended to be secured shall become due and payable; and these presents are hereby declared to be made in Trust, and the said body corporate, or its assigns, or **JOHN H. RICHARDSON,** its duly constituted Attorney or Agent, are hereby authorized and empowered to sell all the property hereby mortgaged or so much thereof as may be necessary; and to grant the same to the purchaser or purchasers thereof, or to his, her, or their executors, administrators or assigns; which sale shall be made in the following manner; by giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County and the proceeds arising from such sale, to be applied, first, to the payment of all expenses incident to such sale, including a fee of One hundred dollars and a commission to the party making such sale equal to that allowed on sales made by Trustees under Decrees of Courts having equity jurisdiction in Maryland; secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not; and, as to the balance, to pay it over to the said Mortgagors, or whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as 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, heirs, personal representatives and assigns do —— hereby covenant to pay; and the said body corporate, its successors or assigns or **JOHN H. RICHARDSON,** 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.

Witness, the hands and seals of the Mortgagors.

TEST:—

Elizabeth Richardson

Nauman M. Tracey (Seal)

Clarence C. Tracey (Seal)

(Seal)

(Seal)

State of Maryland, Baltimore County, ss.

I HEREBY CERTIFY that, on this Third day of September one thousand nine hundred and nineteen, before me, a Notary Public of the State of Maryland, in and for the County of Baltimore, aforesaid, personally appeared Nanon M. Tracey and Clarence C. Tracey, her husband,

and they acknowledged the aforegoing Mortgage to be their act. And now at the same time before me personally appeared Herman Knollenberg, the President of the New Baltimore Loan and Savings Association of Baltimore City - - - - - -

aforesaid, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fida as herein set forth.

Witness my hand and Notarial Seal

Elizabeth Richardson

NOTARY PUBLIC

MORTGAGE

FROM

Nanon M. Tracey and Clarence C. Tracey, her husband

TO THE

New Baltimore Loan and Savings Association of Baltimore City.

Received for Record 4 day of Sept 1919 at 3 o'clock M. and same day recorded in Liber W.N.W. No. 2 Fol. 253 Land Records of Anne Arundel County.

WM. N. WOODWARD, Clerk

$3.00 Bond

Filed May 26 1922

JOHN HOLT RICHARDSON

410

In C. C. of A. A. C.

John Holt Richardson, etc.

vs.

Nanon M. Tracey & husband

No. 6073 Equity

Filed July 21 1931

John Holt Richardson, Attorney : In

: the Circuit Court of

vs : Anne Arundel County, In Equity

Nanon M. Tracey and Clarence Tracey, :

her husband. :

: : : : : : :

The Statement of the mortgage claim of the New Baltimore Loan and Savings Association on mortgage from Nanon M. Tracey and husband to said Association recorded among the Land Records of Anne Arundel County in Liber W.N.W. 12/252

Amount of the Loan	$3640.00	
Paid on account	1160.15	
		$2479.85
Paid on account of taxes		278.45
Interest to Tuesday August 11, 1931		125.00
Amount due on said mortgage		$2883.30

Filed August 14, 1931

State of Maryland, Baltimore City to wit:

I hereby certify that on this 14th day of August, 1931, before me the the Subscriber, a Notary Public, personally appeared John Hasling, the Secretary of the New Baltimore Loan and Savings Association, and he acknowledged the aforegoing statement of mortgage claim of the New Baltimore Loan and Savings Association to be true to the best of his knowledge and belief.

Rebekah Galoon
Notary Public.

Judicial 13 12-13-27 ★ 500
Mortgagee's or Attorney's Bond.

LIBER 75 PAGE 600

MADE IN U. S. A.

No. _____

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND

Know all Men by these Presents:

THAT we, John Holt Richardson of Baltimore Md., as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand and 00/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 13th. day of August, in the year of our Lord, 1931.

Whereas, the above bounden John Holt Richardson by virtue of the power contained in a mortgage from Nanou M. Tracey and Clarance C. Tracey to New Baltimore Loan & Savings Association bearing date the 3rd. day of September, 19 19, and recorded among the mortgage records of Anne Arundel County in Liber WNW No. 12 Folio 252 ~~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 John Holt Richardson 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

Handley L. Richardson

John Holt Richardson [SEAL]

United States Fidelity and Guaranty Company

By Howard J. McNamara
Attorney-in-fact

Filed August 14, 1931

John Holt Richardson, Attorney	:	In the Circuit Court for
named in the Mortgage	:	Anne Arundel County.
vs	:	
Nanon M. Tracey and Clarence C. Tracey,	:	No. 6073 Equity
her husband.	:	
	:	

- - - - - - - -

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

The Report of Sale of John Holt Richardson, Attorney named in the Mortgage, under the power contained in a Mortgage filed herein, respectfully shows:

That after giving bond with security, for the faithful discharge of his duties, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days proceding the day of sale, said Attorney named in the mortgage, did, pursuant to said notice on the 17th day of August, 1931, at 3 P. M. attend on the premises and then and there sold the premises as set forth and mentioned in the attached copy of said advertisement, unto The New Baltimore Loan and Savings Association, for the sum of Twenty-six Hundred Dollars.

Filed Sept. 3, 1931

Standley L. Richardson, Solicitor,
500 Maryland Trust Bldg.,
Baltimore, Md.

ATTORNEYS' SALE

VALUABLE FEE SIMPLE PROPERTY
Situate on Hill Top Road, Brooklyn Park,
Brooklyn, Anne Arundel County, Md.

By virtue of the power contained in a mortgage from Nanon M. Tracey and Clarence C. Tracey, her husband, to the New Baltimore Loan and Savings Association, of Baltimore City, dated September 3, 1910, and recorded in Liber W. N. W. number 12, folio 262, among the land records of Anne Arundel County, the undersigned attorney named in mortgage will sell at public auction on the premises on

MONDAY, AUGUST 17, 1931,
AT 3 P. M.

All that lot of ground known as lots number 49 and 50 in section 3 on plat of Brooklyn Park, sub-division number 3, of John K. Culver, as appears in the plat records of Anne Arundel County, in Plat book number 1, liber G. S., folio 171.

Said lots having a combined frontage on the north side of Hill Top road of 50 feet, with an even rectangular depth northward of 125 feet to a 10 foot alley.

Improved by a two-story frame cottage.

TERMS OF SALE:—Cash. A cash deposit of three hundred dollars ($300.00) will be required of the purchaser at the time and place of sale. Taxes and all other county and state liens to be adjusted to date of sale.

JOHN HOLT RICHARDSON,
Attorney named in Mortgage

SCHWAB BROS. & CO.,
Auctioneers.

a-1

John Holt Richardson
Attorney named in Mortgage

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 2nd day of September, in the year one thousand nine hundred and thirty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared John Holt Richardson Attorney named in the mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

Elizabeth Richardson
Notary Public.

(~~COPY~~ ORDER NISI)

LIBER 75 PAGE 602

John Holt Richardson
attorney named in Mortgage

VERSUS

Nanon M. Tracey
& husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6073 Equity

Filed Sept 3, 1931

Ordered, this 3rd. day of September, 1931, That the sale of the property mentioned in these proceedings made and reported by John Holt Richardson, Attorney named in ~~Trustees~~, mortgage

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th. 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 5th. day of October next.

The report states that the amount of sales to be $ 2600.00

Frank S. Revell, Clerk.

OFFICE OF

Maryland Gazette

PUBLISHED SINCE 1727

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 30, 1931

We hereby certify, that the annexed Order Nisi - Sale - Tracey - #6073 Equity

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 5 day of October, 1931. The first insertion being made the 10 day of September, 1931.

THE CAPITAL-GAZETTE PRESS, INC.

By A. W. Hidalgo

No. MG 566

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 6073 Equity

John Holt Richardson, Attorney Named In Mortgage
vs.
Nanon M. Tracey and husband.

Ordered, this 3rd day of September, 1931, that the sale of the property mentioned in these proceedings made and reported by John Holt Richardson, Attorney named in Mortgage, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

5TH 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 5th day of October, next.

The report states that the amount of sales to be $2600.00.

FRANK S. REVELL, Clerk.

True Copy,
8-24 Test: FRANK S. REVELL, Clerk.

Filed - October 20, 1931

(Final Order.)

LIBER 75 PAGE 603

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

VERSUS

Term, 19

Filed Nov. 3, 1931

ORDERED BY THE COURT, This Third day of November, 1931 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A.J.

In the Case of

John Holt Richardson,
Attorney named in Mortgage

vs.

Nanon M. Tracey
and
Clarence C. Tracey,
her husband

In the

Circuit Court

For

Anne Arundel County

No. 6073 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 February 24, 1948

February 20, 1948.

All of which is respectfully submitted.

Laura R. Jackling

Auditor.

Dr. John Holt Richardson, Attorney named in Mortgage, vs. Nanon M. Tracey and Clarence C. Tracey, her husband

in ac.

To Attorney for fee named in mortgage	100	00		
To Attorney for Commissions	110	00	210	00
To Attorney 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 Attorney 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		
U. S. Fidelity & Guaranty Co. - bond premium	10	00		
Schwab Bros. & Co. - auctioneer's fee	10	00		
Notary fees		50	45	50
To New Baltimore Loan & Savings Ass'n, Mortgagee - this balance on account mortgage claim			2,306	75
			2,600	00
Amount of mortgage claim filed	2,883	30		
Cr. Amount allowed as above	2,306	75		
Balance subject to decree in personam	576	55		

with John Holt Richardson, Attorney named in Mortgage Cr.

1931						
Aug.	17	Proceeds of Sale			2,600	00
					2,600	00

ORDER NISI

John Holt Richardson,
Attorney named in Mortgage
VERSUS
Nanon M. Tracey and
Clarence C. Tracey,
her husband

LIBER 75 PAGE 606

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 6073 Equity.

Filed February 24, 1948

ORDERED, This 24th day of February, 19 48, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of March next.

John H. Hopkins, 3rd. Clerk

Filed Feb. 18, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of February, 1953, 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

Order Nisi
In the circuit court for Anne Arundel County
Number 6073 Equity
John Holt Richardson
attorney-named-in-mortgage
vs
NANON M. TRACEY and CLARENCE C. TRACEY, her husband ordered this 24th day of February 1948, that the Report and Account of the Auditor, filed this day in the above entitled cause be Ratified and confirmed, unless cause to the contrary be shown on or before the 27th 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 27th day of March next.
John H. Hopkins, 3rd, Clerk
True copy, test:
John H. Hopkins, 3rd, Clerk
M-11

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 17th, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 6073 Nanon M. Tracey was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of March, 1948 The first insertion being made the 28th day of February, 1948

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

I hereby certify that the above copy has been witnessed in the three editions of the Maryland Gazette, Feb. 26, March 4 and 11th. 1948 Sworn to this 17th day of February, 1953.

Hilda L. French
Notary Public

MG 4364

Filed Feb 18, 1953