EX PARTE	:	IN THE
IN RE TRUST ESTATE OF	:	CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

No. 6776 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Oratrix, Amy W. Ogle, Trustee under the Will of Robert L. Werntz, late of the City of Annapolis, Anne Arundel County, Maryland, respectfully shows:

FIRST. That said decedent died on November 7, 1931, leaving a Last Will and Testament duly executed to pass real and personal property in this State.

SECOND. That said Will has been duly admitted to probate by the Orphans' Court of Anne Arundel County, and is now on record in the office of the Register of Wills of said County in Wills Liber G.T.C. #1, folio 132, etc.; that letters of administration were duly granted on said estate by said Court to Amy W. Ogle and Addison E. Mullikin; a certified copy of said Will and probate thereof is herewith filed, marked Exhibit "A", and prayed to be taken as a part hereof.

Filed July 19, 1934.

THIRD. That by Item IV of said Will your Oratrix and the Mercantile Trust and Deposit Company of Baltimore, a body corporate, were by said Will nominated and appointed Co-trustees for the several purposes in the said Will specifically set forth; that said Mercantile Trust and Deposit Company (now known as Mercantile Trust Company of Baltimore) has renounced its right to act as trustee thereunder, a certified copy of said renunciation being filed herewith, marked Exhibit "B".

FOURTH. That your Oratrix, as such Trustee, has received from the Executors above mentioned the assets set out in detail in the Third and Final Administration Account of said Executors, a certified copy of which is filed herewith, marked Exhibit "C".

FIFTH. That your Oratrix is advised that she cannot, with due regard to her own protection and to the interests of the trusts reposed in her, properly manage and administer the same without the guidance and protection of a Court of Equity.

WHEREFORE, YOUR ORATRIX PRAYS:

1. That this Court assume jurisdiction in the premises and advise and direct your Oratrix in the administration of said trust.

2. That this Court fix the character and penalty of such bond, if any, as it shall deem proper to be furnished by said Amy W. Ogle as Trustee under said Will.

3. That your Oratrix may have such other and further relief as her case may now, or from time to time, require.

Amy W. Ogle
Trustee

Mullikin, Sherwood, Stockbridge & Waters
Solicitors for Trustee.

STATE OF MARYLAND, ~~[illegible]~~ BALTIMORE CITY, TO-WIT:

I HEREBY CERTIFY, that on this 16th day of July, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~County~~ City aforesaid, personally appeared Amy W. Ogle, and made oath in due form of law that the matters and facts set forth in the foregoing Bill are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

E. Virginia Mac Cooney
NOTARY PUBLIC

I, ROBERT L. WERNTZ, of the City of Annapolis, in the State of Maryland, being of sound and disposing mind, memory and understanding, do make, publish and declare this to be my Last Will and Testament, in manner and form following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath my estate as follows:

ITEM 1. I give, devise and bequeath to my niece, AMY W. OGLE, my home No. 248 King George street, Annapolis, Maryland, and the contents thereof; also my school business and the good-will thereof and any portion of the property and buildings now occupied by my school which may be necessary for the work and conduct of the school, including class rooms and offices, shall be occupied and used by said AMY W. OGLE without charge for rent and I desire my Trustees hereinafter named to permit the occupancy of said premises in this manner; and also the property owned by me known as the "Gardiner Farm", situated on the Magothy River between Dividing Creek and Mill Creek, with the provision, however, that the occupancy by the parties now residing on said farm is not to be interfered with in their present tenancy and rights.

Filed: Aug 19, 1934

ITEM 11. I give, devise and bequeath to my nephew, WILLIAM WERNTZ, the gasoline business with which he is now connected, but not including the real estate occupied by said business, title to which is to pass to my Trustees

hereinafter named, with the provision, however, that the said William Werntz shall be allowed to occupy the said real estate for the period of twenty (20) years, without payment of rent, unless he shall discontinue the said gasoline business before the expiration of said period, the profits of said business to be the individual property of the said William Werntz.

I also give, devise and bequeath to my nephew, William Werntz, the property now owned by me at the corner of Prince George and Randall streets, Annapolis, Maryland, known as No. 142 Prince George street.

ITEM 111. I give and bequeath to MARY BATES, colored, a former servant in the household, the sum of Three Hundred Dollars ($300.00) in cash, absolutely, provided she be living at the time of my death and not otherwise.

ITEM 1V. All the rest and residue of my estate of whatsoever kind and description, real, personal or mixed, and wheresoever situate, I give and bequeath unto THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE, a body corporate, and my niece, AMY W. OGLE, as Co-Trustees, their successors and assigns, in trust for the uses and purposes hereinafter set forth, that is to say:

To collect the rents, profits and income issuing from or out of the above granted property, and, after the payment of the expenses of this trust including a commission to themselves of five per cent. (5%) upon said rents, profits and income, to pay over the net income therefrom as follows:

(a) To EMMA M. WERNTZ, widow of my brother, Charles E. Werntz, the sum of one hundred and twenty five dollars ($125.00) a month for the period of twenty (20) years, unless the said Emma M. Werntz shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.

(b) To my niece, MAZIE WERNTZ JOHNSON, of Annapolis, Maryland, the sum of Seventy Five Dollars ($75.00) a month for the period of twenty years, unless the said Mazie Werntz Johnson shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.

(c) To CORNELIA GALT of Philadelphia, Pennsylvania, the sum of Twenty Five Dollars ($25.00) a month for the period of twenty years, unless the said Cornelia Galt shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.

(d) To my niece, ANNIE BAUGHAN, the sum of Ten Dollars ($10.00) a month for the period of twenty years, unless the said Annie Baughan shall die before the expiration of twenty years, in which event this payment and legacy shall lapse and discontinue.

(e) To my grand-nephew, EDWARD BAUGHAN, and my grand-nieces, MATILDA, RUTH and ANNA CATHERINE BAUGHAN, the sum of Thirty Dollars a month each, for the period of twenty years, unless my said grand-nephew and grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

It is provided that these sums are to be disbursed by my niece, AMY W. OGLE, in her discretion, and in case of the death or inability of the latter by my niece, MAZIE WERNTZ JOHNSON, in her discretion, in the following manner:

The sum of Fifteen Dollars ($15.00) a month for each of said children for the purpose of caring for them, their education, clothing and similar needs, and the sum of Fifteen Dollars ($15.00) a month to be accumulated and retained by my Trustees and paid to each of the said children at the expiration of the period of twenty years; with the provision, however, that in the case of illness or other emergencies of any of said children, such portion of the said second Fifteen Dollars ($15.00) a month as may be necessary may be disbursed for him, her or them by the said Amy W. Ogle, or Mazie Werntz Johnson, as the case may be; and with the further provision that if any of said children shall make his, her or their home with any of my relatives other than his, her or their parents with the consent of the said Amy W. Ogle or Mazie Werntz Johnson, as the case may be, then my Trustees shall be permitted, in the discretion of the said Amy W. Ogle or Mazie Werntz Johnson, as the case may be, to pay for the support of said child or children the entire sum of Thirty Dollars ($30.00) a month.

(f) To my grand-nieces, THELMA, MARIAN and MAUD WERNTZ, of Pottsville, Pennsylvania, the sum of Thirty Dollars ($30.00) a month each, for the period of twenty years, unless my said grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

(g) To my grand-nephew, GARNER WERNTZ, and my grand-nieces, LOUISE and NANCY WERNTZ, of Annapolis, Maryland, the sum of Thirty Dollars ($30.00) a month each, for the

period of twenty years, unless my said grand-nephew and grand-nieces shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

(h) To my grand-nephews, ROBERT W. OGLE and MAURICE C. OGLE, of Annapolis, Maryland, the sum of Thirty Dollars ($30.00) a month each, for the period of twenty years, unless my said grand-nephews shall die before the expiration of twenty years, in which event these payments and legacies shall lapse and discontinue as to those so deceased.

(i) To the Presbyterian Church of Annapolis, on Duke of Gloucester Street, or the Trustees thereof, the sum of Twelve hundred dollars ($1200.00) a year for the period of twenty years; said sum to be used preferably to assist in defraying the cost of construction of a new church and this gift to be in memory of my mother, ELLEN A. WERNTZ.

(j) To the Emergency Hospital of Annapolis, on Franklin street, the sum of One thousand dollars ($1000.00) a year for the period of twenty years; it being provided, that out of this fund a room is to be furnished in memory of BENJAMIN OGLE, and so much of this fund as may be necessary shall be used for this purpose and the balance to be expended in the discretion of the management of the said Hospital.

(k) To the Salvation Army of Annapolis, the sum of Three Hundred dollars ($300.00) a year for the period of twenty years.

(1) To the Red Cross Society of Annapolis, the sum of Fifty Dollars ($50.00) a month for the period of twenty years.

It is provided that in the event that any of my said grand-nieces or grand-nephews shall desire to attend college or any similar school, then my Trustees are authorized and directed to pay from the income of my estate the necessary expenses for this purpose and same are not to be a charge against the income or legacies otherwise herein provided for said grand-nieces or grand-nephews.

In the event that the income from my estate shall be in excess of the amount necessary to make the payments stipulated for the beneficiaries as described in this my Last Will and Testament, then and in that event, during the continuance of this trust, I direct and authorize my Trustees in their discretion to defray the expenses of some deserving boy or girl or both, in the approval of my said Trustees, in sending such boy or girl or both to some suitable college or similar school, to be selected by my said Trustees; such boy or girl or both as may be successively chosen from time to time to be selected according to the judgment of my said Trustees.

In the event that the income from my estate is not sufficient to take care of any pay all of the legacies herein provided for, then I direct that the legacies to Emma M. Werntz, Mazie Werntz Johnson and Cornelia Galt shall be a first charge on the income of my estate; and thereafter, the provision for defraying the expenses of such of my grand-nephews and grand-nieces as may desire to attend college or similar school shall be a second charge on the income of my estate, and thereafter, the other legacies as described in ITEM lV. of this my Last Will and Testament shall be reduced and paid proportionately.

ITEM V. I hereby authorize my said Trustees, THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE and AMY W. OGLE, to hold, manage, collect the income of my said trust estate and to pay the taxes and expenses thereon including a commission to themselves of five per cent. (5%) as aforesaid, and to make any change in the trust funds and property which they may deem best at any time, and to that end, to sell and convey any of the securities and property in said trust fund free from any liability on the part of the purchaser as to the application of the purchase money; and the proceeds thereof to re-invest in good and well-secured investments which shall remain in the said trust fund.

I also authorize my said Trustees to divide the corpus of said trust fund in kind so far as possible and to sell such portions thereof as, in their discretion, may not be susceptible of partition, in order to make an equitable distribution thereof among those entitled thereto.

I also authorize and direct that my niece, AMY W. OGLE, shall have joint power and control with THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE, a body corporate, in the administration of my trust estate, and, in the event of the death of the said AMY W. COLE, then I direct that my grand-niece, LOUISE WERNTZ, shall succeed the said AMY W. OGLE as Co-Trustee with THE MERCANTILE TRUST AND DEPOSIT COMPANY OF BALTIMORE and shall have joint power and control therewith in the administration of my trust estate.

ITEM VI. In the event that any of the beneficiaries under this my Last Will and Testament shall pre-decease me, then the share or shares of my estate to which they shall respectively be entitled hereunder shall become a part of the rest and residue of my estate and be administered by my said Trustees in accordance with the terms hereof.

ITEM V11. Upon the death of any or all of the beneficiaries under this my Last Will and Testament entitled to receive income as described in ITEM 1V hereof, before the expiration of twenty years after my death, then the share or shares of my estate to which they shall respectively be entitled shall be added to the corpus and become a part of the residue of my estate and be administered by my said Trustees in accordance with the terms hereof.

ITEM V111. Upon the expiration of twenty years from the date of my death, this trust shall cease and terminate and I direct my Trustees to divide the corpus and any accumulated profits and dividends of my trust estate, and I give, devise and bequeath the same in manner following, that is to say:

(a) A one-half (1/2) portion thereof to my heirs and next of kin, to take per stirpes and not per capita.

(b) A one-half (1/2) portion thereof to the following institutions (or the Trustees thereof) in equal shares and proportions:

Presbyterian Church of Annapolis, on Duke of Gloucester street, or successor. 1.

Emergency Hospital of Annapolis, Maryland. 4.

Children's Hospital School, Inc., otherwise known as the William Painter Memorial School, Green Spring and Keyworth avenues, Baltimore, Maryland. 3.

Children's Fresh Air Society, Baltimore, Maryland. 4.

Nursery & Child's Hospital, Schroeder and Franklin streets, Baltimore, Maryland. 5.

Thomas Wilson Sanitarium for Children of Baltimore City. 6.

Hospital for Consumptives of Maryland, known as Eudowood Sanitarium, Towson, Maryland. 7.

McDonogh Educational Fund and Institute, McDonogh, Maryland. 8.

The Maryland Children's Aid Society, Baltimore, Maryland. 9.

Maryland Society to Protect Children from Cruelty and Immorality, 636 West Franklin street, Baltimore, Maryland. 10.

Aged Men's Home, 1400 West Lexington street, Baltimore, Maryland. 11.

Aged Women's Home, 1404 West Lexington street, Baltimore, Maryland. 12.

Church Home and Infirmary, Broadway and Fairmount avenue, Baltimore, Maryland. 13

Presbyterian Home for Women, 822 North Carrollton avenue, Baltimore, Maryland. 14.

I HEREBY CONSTITUTE AND APPOINT my niece, AMY W. OGLE and ADDISON E. MULLIKIN .... to be the Executors of this my Last Will and Testament, hereby revoking any and all former wills and codicils by me heretofore made.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of July, in the year nineteen hundred and twenty eight.

Robert L. Werntz (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator as and for his Last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Sue S. Penn
Address: 3038 Belmont Ave.

Enos S. Stockbridge
Address: 1601 First National Bk. Bldg.

Theodore C. Waters
Address: 1601 First National Bank Bldg.

I, ROBERT L. WERNTZ, of the City of Annapolis, State of Maryland, having heretofore made my Last Will and Testament dated the 3rd day of July , 1928, which said Last Will and Testament I now desire to alter as hereinafter set forth.

NOW THEREFORE, I declare this to be a first codicil to my aforesaid Last Will and Testament, as follows:

WHEREAS in ITEM 8, Section (a) of my Last Will and Testament, I give and devise after the termination of the trust described therein "a one-half (1/2) portion thereof to my heirs and next of kin, to take per stirpes and not per capita";

AND WHEREAS, I desire to revoke and do hereby revoke the said Section (a) of Item 8 of my Last Will and Testament and substitute therefor the devise and bequest as hereinafter set forth.

NOW THEREFORE, I give, devise and bequeath the remainder of my estate as described in Section (a) of Item 8 of my Last Will and Testament as follows:-

(a) A one-half (1/2) portion thereof to the following:

One equal part of said one-half portion of my estate to my niece, AMY W. OGLE, her heirs and next of kin;

One equal part of said one-half portion of my estate to my niece, MAZIE WERNTZ JOHNSON, her heirs and next of kin;

One equal part of said one-half portion of my estate to my niece, ANNIE BAUGHAN, her heirs and next of kin.

One equal part of said one-half portion of my estate to my nephew, WILLIAM WERNTZ, his heirs and next of kin.

One equal part of said one-half portion of my estate to the heirs and next of kin of my deceased brother, WILBUR WERNTZ.

I will and direct that no adopted child or children of any of my brothers or sisters shall receive any of my aforesaid estate.

I hereby affirm Section (b) of Item 8 of my aforesaid Last Will and Testament.

In all other respects, I hereby affirm my said Last Will and testament.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, this 7th day of July, in the year nineteen hundred and twenty eight.

Robert L. Werntz (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator as and for a first codicil to his Last Will and Testament dated the 3rd day of July, 1928, in the presence of us, who, at his request, in his presence and in the presence of each other have hereunto subscribed our names as witnesses.

Sue S. Penn
3038 Belmont Ave.

W. C. Conwell

Addison E. Mullikin

Anne Arundel County, Ss:

On the 13th day of November, 1931 came Addison E. Mullikin and made Oath in due form of law, that he does not know of any Will or Codicil of Robert L. Werntz late of said County, deceased, other than the above instrument of writing, and that he took ~~received~~ the same from safe deposit box at Mercantile Trust Co.

All parties notified.

Testator departed this life on or about the 7th day of November, 1931.

Sworn to before the subscriber,

TEST: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 13th day of November, 1931 came Sue S. Penn and Enos S. Stockbridge, two of the subscribing witnesses to the aforegoing last Will and Testament of Robert L. Werntz late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Theodore C. Waters (the word "of" in line 3 of Item V page 7 of will had been inserted before will was executed) subscribed their name as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

TEST: Geo. T. Cromwell

Register of Wills for Anne Arundel County.

3,500—1-30—M. & T.

Anne Arundel County, Ss:

On the 13th day of November 1931 came Sue S. Penn, Addison E. Mullikin and W. C. Conwell subscribing witness to a first Codicil to the aforegoing last Will and Testament of Robert L. Werntz late of said County, deceased, and made oath in due form of law, that they did see the Testator sign and seal this Codicil; that they heard him publish, pronounce and declare the same to be a first Codicil to his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they ~~together with~~ subscribed their names as witnesses to this Codicil in his presence, at his request and in the presence of each other.

Sworn to ~~in open Court~~ before the subscriber.

TEST: Geo. T. Cromwell
Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County:

The ~~Court~~ Register of Wills after having carefully examined the above last Will and Testament of Robert L. Werntz, late of said County, deceased, together with the codicil thereunto attached, and also the evidence adduced as to its validity, orders and decrees this 14th day of November, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament and Codicil of the said Robert L. Werntz, deceased.

~~JUDGES~~ Geo. T. Cromwell,
Register of Wills for Anne Arundel County.

PRESS OF MEYER & THALHEIMER, BALTIMORE

STATE OF MARYLAND

Anne Arundel County

GEO. T. CROMWELL

I, ~~ODEN R. DUCKETT~~, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament and Codicil of Robert L. Werntz *late of said County, deceased,* together with the proof and probate thereof, *taken from* the original, which is one of the records filed, probated, recorded in Wills Liber G.T.C. No. 1, folio 132, etc., and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 25th *day of* November *in the year of our Lord, nineteen hundred and* thirty-one.

Geo. T. Cromwell

Register of Wills for Anne Arundel County.

THE UNDERSIGNED, Mercantile Trust Company of Baltimore, (formerly Mercantile Trust and Deposit Company of Baltimore), appointed Trustee in the Last Will and Testament of Robert L. Werntz, late of Anne Arundel County, deceased, does hereby refuse to act as Trustee under said Will and does therefore renounce all right, title and claim that it may, or could have had, by virtue of said appointment.

WITNESS the corporate seal of said Mercantile Trust Company of Baltimore, and the signature of J. R. Walker, its Vice-President, this 12th day of May, 1932.

Filed: July 19, 1934

Mercantile Trust Company of Baltimore

By J R Walker
Vice-President.

Attest:

F. A. LaPorte
Assistant Secretary.

(Corporate Seal)

STATE OF MARYLAND

Anne Arundel County

I, Geo. T. Cromwell ~~ODEN R. DUCKETT,~~ *Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the*

Renunciation of Mercantile Trust Company of Baltimore as Trustee under Will of Robert L. Werntz

late of said County, deceased,

taken from the original, which is one of the records filed, recorded in Liber G. T. C. No. 1, folio 191 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 6th *day of* July *in the year of our Lord, nineteen hundred and* thirty-four.

Geo. T. Cromwell

Register of Wills for Anne Arundel County.

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

I, George T. Cromwell, Register of Wills for said County, do hereby certify that I have received to and for the use of the State of Maryland the sum of $ 10,586.99 from Amy W. Ogle and Addison E. Mullikin, Executors of the Estate of Robert L. Werntz, Deceased, in payment of the Collateral Inheritance Tax of the State of Maryland upon said estate; that the same was paid to me for the use of the State of Maryland on the 30th day of June, 1934; that no refund of such tax, or any part thereof has been made or authorized, and that no claim for refund thereof is pending nor intended to be made.

Filed July 19, 1934

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 6th day of July, in the year nineteen hundred and thirty-four.

Geo. T. Cromwell

Register of Wills for
Anne Arundel County

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

I, George T. Cromwell, Register of Wills for said Anne Arundel County, do hereby certify that the foregoing is a true copy of the Third and Final Administration Account of Amy W. Ogle and of Addison E. Mullikin, Executors of the Estate of Robert L. Werntz, Deceased, filed June 29, 1934, and will be recorded in Liber G. T. C., No. 1, folio _____, of the Administration Accounts of Anne Arundel County.

IN TESTIMONY WHEREOF I hereunto subscribe my name and affix the seal of my office this 6th day of July, in the year nineteen hundred and thirty-four.

Geo. T. Cromwell
Register of Wills for
Anne Arundel County

IN THE MATTER OF THE	:	IN THE
ESTATE OF	:	ORPHANS' COURT
ROBERT L. WERNTZ, Deceased	:	FOR
	:	ANNE ARUNDEL COUNTY

.....

THIRD AND FINAL ADMINISTRATION ACCOUNT
OF AMY W. OGLE AND OF ADDISON E.
MULLIKIN, EXECUTORS OF THE ESTATE
OF ROBERT L. WERNTZ, DECEASED

.....

THESE ACCOUNTANTS CHARGE THEMSELVES WITH
THE AMOUNT REMAINING IN THEIR HANDS AS
PER THEIR SECOND ACCOUNT..... $104,668.28

AND WITH THE FOLLOWING COLLECTIONS MADE BY THEM:

Note of Chidester Estate - principal collected.....		30.99	
Less reported value thereof.....		30.99	- 0 -
Interest on unpaid balance to 6/21/34.....			2.32
Dividends: Arundel Corporation.....			567.94
Refund: Coll. Inher. Tax paid for William Werntz as per 2nd Account.....			275.00
			$105,513.54

AND THEY CRAVE ALLOWANCE FOR THE FOLLOWING CREDITS AND
DISBURSEMENTS, VIZ:

Errors in re-appraisal heretofore filed:		
677-112/70 sh. United Fdrs. @ 1-3/8 reported	1,085.83	
@ 1-3/8 corrected	933.08	152.75
355 sh. Penna. R.R. @ 34-5/8 reported	12,491.87	
@ 34-5/8 corrected	12,291.87	200.00
To These Accountants for their Commissions @ 2% on $570.26 additional collections, less above corrections of $352.75 - 217.51	4.35	
Less State Tax thereon	.44	3.91
Register of Wills -State Tax on Comm.		.44
C. & P. Telephone Co.		100.83
Consol. Gas. Elec. Lt. & Pwr.Co.		69.34
Annapolis Dairy Co. (coal)		290.78
Amy W. Ogle - refund of dividends erroneously collected		255.00
C. Genevieve Carr - interest on settlement		83.33
S. C. Malone - services re: Carr claim		103.50
Union Trust Co. - safe deposit box rent		20.00
Water rents on real estate '32,'33,'34		1,093.25
C. Albert Hodges, Treas. Taxes 1st Dist. '33 & '34		3,512.61

Loss on sale 40 sh. Pennroad - re-appraisal	145.00		
net sales price	105.91	39.09	
Farmers National Bank - note & Interest		2,651.11	
Register of Wills:			
Balance of costs this proceeding		68.50	
Collateral inher. tax on intermediate estates @ values fixed by order of Court 6/21/34:			
Amy W.Ogle(Item I of Will) @ $2,000.00	100.00		
Collected from legatee	100.00	- 0 -	
William Werntz(Item II of Will)@ $2166.67	108.33		
Collected from legatee	108.33	- 0 -	
Collateral Inher.Tax. on balance of estate as per detailed statement hereto annexed and made a part of this account		10,586.99	
Stamp Tax on Checks		.30	19,231.73

To Amy W. Ogle, Trustee, in accordance with Item IV of the Will (The Mercantile Trust & Deposit Co. of Baltimore having declined, in writing, to serve as co-trustee thereunder) all the rest and residue of the Estate, viz:

20 sh. Amer. Tel. & Tel	2,340.00
172 " " Water Wks. & Elec.	3,633.50
770 " Arundel Corporation	13,763.75
160 " Ches. & Ohio R.R.	6,960.00
1000 sh. City Certificates Corp.	1,000.00
30 " Farmers National Bank (Annap.)	900.00
150 " First National Bank (Balto.)	5,850.00
6360 sh. Houston Oil Co. com. (new)	27,030.00
300 " Kirby Petroleum	487.50
25 " National City Bank (N.Y.)	712.50
355 " Penna. R. R.	12,291.87
20 " Seaboard Mtge. Co. Pfd.	20.00
20 " " " " Com.	- 0 -
275 " Southern Hotel Pfd.	1,237.50
32⅓ " " " Com.	- 0 -
216 " Union Trust Co. (Balto.)	216.00
677-112/70 Sh. United Founders	933.08
200 sh. U. S. Elec. Power Corp. WW	150.00
16 " U. S. Steel	850.00
1142 " VerVac Products Co.	- 0 -
1 " Workingmen's Bldg. & L. Assn. (Annap.)	130.00
$4475. face amount H.O.L. Corp. bonds	4,475.00
Furniture & personal effects	250.00
" & books in school	250.00
Chapman Mtge.	2,421.00
Chidester note - balance unpaid	433.91
Certf. of Dep. Union Trust (Balto.)(face amt.$1355.11)	1,016.33
" " Ben. Int. City Ctfs.Corp.(face amt.$1355.11)	230.37
Cash	9,286.45

Right of contribution from joint makers and/or sureties on note of James E. Chapman, et al, dated June 15, 1931 payable to Farmers National Bank paid by these Executors on June 29, 1934 in the sum of $2651.11, and all right, title and interest of these accountants in and to a mortgage from said Chapman and wife to the deceased and Anthony Slama, dated November 13, 1925 and recorded among the Land Records of Anne Arundel

County in Liber W.N.B. No. 17, folio 441 &c.

And also the right to deduct from all annuity payments provided for by the Will of deceased a sum equal to 5% thereof to reimburse the corpus of the estate for the collateral inheritance tax paid by these accountants, all in accordance with the order of the Orphans' Court of Anne Arundel County, dated June 21, 1934.

25 sh.	Americana Co. Pfd.	no value	
200 "	" " Com.	" "	
250 "	Cigar Machine Corp.	" "	
22 "	Franklin Manor Beach Co.	" "	
100 "	International Radio Corp.	" "	
25 "	Renaisance Corset Co. Pfd.	" "	
125 "	" " " Com.	" "	
5000 "	Tuxpam Star Oil Corp.	" "	
Ctf. #336	International Cotton Mills Syn.	" "	
		$96,868.80	
Less Collateral Tax Paid Register of Wills		$10,586.99	$86,281.81

TOTAL ESTATE ACCOUNTED FOR $105,513.54

ADDISON E. MULLIKIN

AMY W. OGLE

Executors of the Estate of Robert L. Werntz, deceased.

CALCULATION COLLATERAL INHERITANCE TAX
Estate Robert L. Werntz

Paid by Executors pursuant to order of Orphans' Court, Anne Arundel County, dated June 21, 1934

Amount of Real Inventory			$162,500.00	
Devises (coll. inher. tax paid)				
Gardiner Farm		$15,000.00		
248 King George St.		12,500.00		
142 Prince George St.		5,500.00		
School Property		2,000.00		
Filling Station		2,166.67	37,166.67	
			125,333.33	$ 6,266.67
Amount of securities distributed by this account at re-appraisal values		81,208.45		
Less: errors in re-appraisal calculations (see within a/c)		352.75	80,855.70	
Less increases in re-appraisal over inventory value				
Am. Tel. & Tel. - re-app.	2,340.00			
reported in 1st a/c	2,325.00	15.00		
C. & O. R.R. - re-app.	6,960.00			
inventory	5,240.00	1,720.00		
First Nat. Bank - re-app.	5,850.00			
inventory	5,175.00	675.00		
Kirby Petroleum - re-app.	487.50			
inventory	112.50	375.00		
40 sh. Pa. R. R. - re-app.	1,385.00			
inventory	1,290.00	95.00		
315 sh. Pa. R.R. - re-app.	10,906.87			
reported 1st a/c	6,693.75	4,213.12	7,093.12	
			73,762.58	
Other items distributed			3,354.91	
Cash distributable			9,288.99	
			86,406.48	4,320.32
Total Coll. Inher. Tax payable by Executors				$10,586.99

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of June, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ADDISON E. MULLIKIN, one of the executors of the Estate of Robert L. Werntz, late of the County of Anne Arundel, State of Maryland, and made oath in due form of law that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) E. Virginia Mac Conney
NOTARY PUBLIC.

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

I HEREBY CERTIFY, that on this 29th day of June, 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared AMY W. OGLE, one of the executors of the Estate of Robert L. Werntz, late of said County and State, and made oath in due form of law that the aforegoing account is just and true as stated, and that she has paid or secured the payment of every sum or sums for which she craves an allowance.

AS WITNESS my hand and Notarial Seal.

Rosalie M. Stone
NOTARY PUBLIC.
(Notarial Seal)

PASSED BY ORDER

JUL 3 1934

OF COURT

Maynard Carr, C.J.
Owen E. Owens, A.J.

MARYLAND, Sct.

I, Maynard Carr, Presiding Judge of the Orphans' Court for Anne Arundel County, in the State aforesaid, do certify, that the aforegoing Attestation of Geo. T. Cromwell, Register of Wills for said County, is in due form, and by the proper Officer.

Given from under my hand, at the City of Annapolis, this 6th day of July in the year of our Lord one thousand nine hundred and thirty-four.

Maynard Carr,
Chief Judge.

STATE OF MARYLAND, Anne Arundel County, Sct.

I hereby certify, that the Maynard Carr, by whom the above certificate was given, and who hath thereto subscribed his name, was at the time of so doing, Chief Judge of the Orphans' Court for Anne Arundel County, duly elected, commissioned and qualified.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of the said Court, this 6th day of July, in the year of our Lord one thousand nine hundred and thirty-four.

TEST:

Geo. T. Cromwell,
Register of Wills for Anne Arundel County.

EX PARTE	:	IN THE
IN RE TRUST ESTATE OF	:	CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
	:	No. 6776 Equity

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Amy W. Ogle, Trustee, respectfully shows:

1. That she has heretofore filed herein her petition wherein she prayed that this Honorable Court should assume jurisdiction over the trusts created by the last Will and Testament of Robert L. Werntz, late of Anne Arundel County, deceased, and that with said petition your Trustee filed, marked "Exhibit C", a certified copy of the final administration account of the executors of the Estate of Robert L. Werntz showing the items of personal property delivered by them to your Trustee.

Filed Sept. 7, 1934

2. That said administration account shows cash distributed in the sum of $9,286.45, less payment of collateral inheritance tax amounting to $10,586.99, constituting an over-payment of $1300.54; that said executors inadvertently failed to include in their account income of said estate amounting to $2259.13 which has been used to cover the over-payment shown by said account and have paid to your Trustee the balance remaining, amounting to $958.59.

3. That among the items to have been distributed by the executors to your Trustee are an item "Chapman Mortgage - $2421.00" and a right of contribution

from joint makers and/or sureties on a note of James E. Chapman, et al, which was paid by the executors in the sum of $2651.11. Further investigation by your Trustee shows that James E. Chapman and Letitia Chapman, his wife, made a mortgage to Robert L. Werntz, dated July 6, 1923, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60, folio 203, &c., to secure the sum of $1600.00 and interest thereon, of which $400.00 was subsequently paid, leaving a balance still due of $1200.00 and accrued interest; that a portion of the property covered by said mortgage was released from the lien thereof by deed of release dated August 25, 1925, recorded in Liber W.M.B.No. 19, folio 28 &c; that on July 1, 1925 said Chapman and wife made a mortgage to said Werntz, recorded in Liber W.N.W. No. 108, folio 204, etc., to secure the sum of $800.00 which has not been paid. There is due to the Estate, therefore, by said Chapman and wife on said mortgages the principal sum of $2,000.00 and apparently the additional amount of $421.00 shown by the said account and the inventory filed in the Orphans' Court represents accrued and unpaid interest thereon as determined by the appraisers. Your Trustee further finds that the note paid by said executors to the Farmers National Bank in the sum of $2651.11 is secured by a mortgage from said Chapman and wife to Robert L. Werntz and Anthony Slama (one of the joint makers or sureties on said note) dated November 13, 1925, and recorded in Liber W.M.B. No. 17, folio 441, etc. All of the three mortgages above mentioned are upon the same properties which in the opinion of your Trustee do not have a present market value equal to the aggregate amount of said liens.

4. That in addition to the personal property

received by your Trustee, as shewn by said account and above reported, various parcels of real estate have vested in your Trustee by virtue of the terms of the Will of said Robert L. Werntz. Some of said real estate is improved and some is not; certain of said properties are productive of revenue and some are not. Your Trustee files herewith a list of said real estate with a brief description thereof and also a statement showing the income derived therefrom and the maintenance expense thereof (taxes not included) for the period from September 27, 1933 to July 5, 1934.

All of which is respectfully submitted.

Amy W. Ogle
TRUSTEE

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

I HEREBY CERTIFY that on this 7th day of Sept., 1934, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared AMY W. OGLE, Trustee, and made oath in due form of law that the matters and facts set forth in the aforegoing report are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Rosalie M. Stone
NOTARY PUBLIC

ROSALIE M. STONE NOTARY PUBLIC ANNE ARUNDEL CO.

TRUST ESTATE OF ROBERT L. WERNTZ

Real estate vested in trustee and income and expenses (not including taxes) from September 27, 1933 to July 5, 1934.

	Property	Income	Expense	Assessment
1.	Spriggs Farm - 3rd Dist; 275 acres, more or less, 8-room frame house, 2-room t.h. & o.b.	$ 341.47	$ 168.38	$13,910.00
2.	1.77 acres unimproved Mulberry Hill-3rd Dist.	-	-	100.00
3.	Belle Grove Farm- 1st Dist; 60 acres, unimproved	-	-	4,800.00
4.	262 King George St.-Annap. 6-room frame	230.00	189.83	6,696.00
5.	264 King George St. 6-room frame	305.00	365.35	
6.	266 King George St. 6-room frame	495.00	155.12	6,480.00
7.	268 King George St. 6-room frame	334.00	84.34	
8.	270 King George St. 6-room frame	455.00	109.52	6,516.00
9.	272 King George St. 6-room frame	515.00	78.22	
10.	N.E. cor. King George St. and College Ave. Gasoline Station. Use of this property, without payment of rent, is granted to William Werntz for the period of 20 years by Item II of the Will.	-	40.16	2,035.10
11.	6 College Avenue 2-story frame shack	29.50	28.64	1,584.68
12.	7 College Avenue - id	51.00	19.39	1,143.60
13.	8 College Avenue - id	149.25	33.11	1,599.00
14.	9 College Avenue - id	185.50	40.32	1,069.60
15.	10 College Avenue - id	128.00	69.37	2,439.00
16.	11 College Avenue - id	-	13.66	2,730.50

	Property	Income	Expense	Assessment
17.	14 College Avenue - id	$ 90.00	$ 23.49	$ 1,328.10
18.	16 College Avenue - id	90.00	23.54	1,243.80
19.	18 College Avenue - id	-	18.40	2,430.00
20.	20 College Avenue - id	144.00	52.77	1,841.40
21.	26 College Avenue - id	56.00	19.89	871.25
22.	28 College Avenue - id	460.00	73.36	1,932.50
23.	15 garages in rear of 6-12 College Avenue	40.00	4.00	1,450.00
24.	9 Maryland Avenue 3-story brick	645.75	213.46	8,171.38
25.	38 Maryland Avenue 3-story frame	675.00	228.05	7,942.19
26.	44 Maryland Avenue and 227 Prince George St. 3-story brick. So much of this property as is used for a school is given, without payment of rent, to Amy W. Ogle for 20 years by Item I of the Will.	480.00	399.18	16,668.38
27.	46 Maryland Avenue 2-story frame	450.00	154.75	
28.	48 Maryland Avenue 2-story frame	692.00	219.31	2,540.00
29.	244 Prince George Street 2-story frame	375.00	90.92	3,502.00
30.	246 Prince George Street 2-story frame	360.00	68.19	
31.	11-19 St. John Street 2 unimproved lots	-	-	4,037.60
32.	Conduit Street unimproved lot	-	-	2,019.60

The record title of the following properties stands in the names of Robert L. Werntz and George W. Evans:

	Property	Income	Expense	Assessment
33.	2 Shaw Street-Annap. 2-story frame shack	-	-	1,119.40
34.	4 Shaw Street - id	-	-	

	Property	Income	Expense	Assessment
35.	6 Shaw Street - id	-	-	
36.	8 Shaw Street - id.	-	-	2,138.80
37.	10 Shaw Street- id	-	-	
38.	12 Shaw Street- id	-	-	
39.	14 Shaw Street- id	-	-	
40.	16 Shaw Street- id	-	-	1,589.40
41.	18 Shaw Street- id	-	-	
42.	35 Cathedral Street 2-story frame	-	-	1,167.25
43.	114 Washington Street unimproved	-	-	743.00
	Expenses not subject to specific allocation		962.56	
		$7,780.47	$3,947.28	$123,949.53

Note: Taxes on the above properties for the year 1934 amount to approximately $2,948.25.

EX PARTE in re Trust Estate	(	In the
of	(	Circuit Court
ROBERT L. WERNTZ	(	for
	(	Anne Arundel County
	(	In Equity
	# 6776	

To the Honorable, the Judges of said Court.

The petition of William C. Werntz, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That on July 19, 1934 the original petition in this case was filed, praying that the Court assume jurisdiction of the trust estate of Robert L. Werntz, deceased, by Amy Ogle, one of the trustees mentioned in the Will of said Robert L. Werntz; the other co-trustee named in the will, Mercantile Trust & Deposit Company, having declined to accept the co-trusteeship.

2. That thereafter, said Amy Ogle filed a " report of trustee " on September 7, 1934.

3. That so far as your petitioner has been able to learn, this Court has not entered any order in the case.

4. That said Amy Ogle continued to act as the sole trustee, under the Will of Robert L. Werntz, until the time of her death on March 1, 1940.

5. That no further proceedings were had in this case nor has any accounting of the income, expenses, etc. been made.

6. That your petitioner is a nephew of said Robert L. Werntz and is the person by that name mentioned in the will aforesaid; that he is a resident of the State of Maryland, and has for many years past made his home in the City of Annapolis, Anne Arundel County.

7. That the persons named in the Will of Robert L. Werntz to act as trustees in the event of death of said Amy Ogle, namely Mazie Johnson and Louise Werntz, are both deceased, both having died after the death of Robert L. Werntz. The said Louise Werntz was the daughter of petitioner.

Filed March 4, 1940

8. That the nearest kin to the testator, Robert L. Werntz, are Annie Werntz Baughan and the petitioner, William C. Werntz, who are, respectively, the niece and nephew of Robert L. Werntz.

9. That said Annie Werntz Baughan is the sister of the petitioner; that she is younger than petitioner and she is now and for some time past has been, a resident of the State of California,

10. That being the closest living relative of the testator, Robert L. Werntz, with the exception of petitioner's sister above-mentioned who is a non-resident of the State of Maryland, your petitioner believes that it is his moral as well as legal right to be appointed as substituted trustee of his uncle's estate.

WHEREFORE, your petitioner prays this Honorable Court to pass such order as may be appropriate,

(1) Assuming jurisdiction of the Trust Estate of Robert L. Werntz,

(2) Naming petitioner, William C. Werntz, substituted trustee, and

(3) Authorizing petitioner, as substituted trustee, to obtain from the estate of Amy Ogle all books, papers, books of account, etc. belonging to the Trust Estate of Robert L. Werntz, together with all other assets of said trust estate, and

(4) Authorizing petitioner, as substituted trustee, to cause an accounting to be had of the assets and accounts of the trust estate of Robert L. Werntz, by some experienced and reputable accountant.

AND AS DUTY BOUND, etc.

William C. Werntz
Petitioner

~~Noah A. O'Hillman~~
~~Petitioner~~

Noah A. O'Hillman
Solicitor for Petitioner

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William C. Werntz, the petitioner, to me personally known, and made oath in due form of law that the matters and things set forth in the foregoing petition are true as therein stated to the best of his knowledge, information and belief.

AS WITNESS, my hand and seal notarial, this 4th day of March, 1940.

Rebecca Clatanoff
Notary Public

ORDER OF COURT

ORDERED, by the Circuit Court for Anne Arundel County in Equity this 8th ~~day~~ of March, 1940, that the prayers of the aforegoing petition, namely:

1. That this Court assume jurisdiction of the Trust Estate of Robert L. Werntz,
2. Appointing the petitioner, William C. Werntz, Substituted Trustee,
3. Authorizing the Substituted Trustee to take over all books, etc., and other assets of said Trust Estate, and
4. Authorizing the Substituted Trustee to cause an accounting to be had

be granted unless cause to the contrary be shown on or before April 10th, 1940; provided a copy of this Order be printed in some newspaper published in Anne Arundel County once a week for four successive weeks.

Filed March 8, 1940

Ridgely P. McLain
Judge

EX PARTE IN RE TRUST ESTATE	:	IN THE
	:	CIRCUIT COURT
OF	:	FOR
	:	ANNE ARUNDEL COUNTY
ROBERT L. WERNTZ	:	IN EQUITY
	:	#6776

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of MAURICE OGLE, individually, and as Executor of AMY WERNTZ OGLE, deceased, to the petition of WILLIAM C. WERNTZ, and the order of Court passed herein on March 8, 1940, respectfully shows:

FIRST - That AMY WERNTZ OGLE, late of Anne Arundel County, State of Maryland, departed this life on March 1, 1940, leaving a Last Will and Testament under the terms of which your Respondent, MAURICE OGLE, was appointed Executor and has qualified as such. Said Will having been probated in the Orphans' Court for Anne Arundel County and letters testamentary issued to this Respondent, all of which will more fully appear by reference to an exemplified copy of said Will and letters filed herewith, marked MAURICE OGLE'S EXHIBIT A, and prayed to be taken as a part hereof.

SECOND - That your Respondent is individually interested in the proper administration of this trust estate, as the surviving husband of AMY WERNTZ OGLE, and as a residuary legatee in her said Will, and also as the natural guardian of their son, MAURICE CHAPMAN OGLE, an infant, who is mentioned in ITEM IV (h) of the Last Will and Testament of ROBERT L. WERNTZ, and who is also a residuary legatee in his mother's Will.

THIRD - That this Respondent as Executor desires on behalf of said AMY WERNTZ OGLE to account for her management as trustee of the estate of ROBERT L. WERNTZ and will file herein as soon as the same may be prepared a full account thereof.

FOURTH - That as to that portion of the said petition praying this Court to assume jurisdiction of the trusts created by the Will of ROBERT L. WERNTZ, deceased, and to appoint a substituted trustee herein, this Respondent consents and desires this Court so to do, and to pass such decree

Filed April 5, 1940

as may be just and proper in the premises, but your Respondent is opposed to the appointment of WILLIAM C. WERNTZ as substituted trustee.

FIFTH - This Respondent denies that the relationship of the said WILLIAM C. WERNTZ to the late ROBERT L. WERNTZ gives him any moral or legal right to be appointed as substituted trustee herein as alleged in Paragraph 10 of said petition, but on the contrary says that the appointment of a suitable person to act as substituted trustee is a matter resting in the sound discretion of this Honorable Court.

SIXTH - Further answering said petition, your Respondent respectfully suggests the appointment of himself as substituted trustee herein for the reasons, among others, that from the time of his marriage to the late AMY WERNTZ OGLE in 1911 until the death of ROBERT L. WERNTZ in 1931 your Respondent made his home with ROBERT L. WERNTZ and during said years Mr. Werntz discussed his real estate investments with him on many occasions and thereby your Respondent became familiar with the prices paid for the various items, the reasons for their purchases, Mr. Werntz's expectations as to the future regarding each of them and his desires as to their future disposition. In addition, your Respondent assisted Mr. Werntz in the collection of rentals and other matters concerning their care and maintenance.

SEVENTH - Your Respondent also brings to the attention of this Honorable Court, as an additional reason for his suitability for appointment as substituted trustee herein, the fact that for a period of several years, that is during the time the Estate of ROBERT L. WERNTZ was being administered in the Orphans' Court for Anne Arundel County, on appointment by the said Court he acted as manager of the real estate belonging to the estate, and during the time of his management the various properties were improved at his suggestion with a resulting increase in income therefrom and a general betterment in values.

EIGHTH - Your Respondent requests the Court, if in its judgment it feels he is the proper person to be named as trustee herein, that his son, ROBERT WERNTZ OGLE, a member of the Anne Arundel County Bar, and one of the grand-nephews of the late ROBERT L. WERNTZ, and also, a residuary legatee in the said trust estate, be named with him as a co-trustee, because this

Respondent believes that had the said ROBERT WERNTZ OGLE been old enough and a member of the Bar at the time the late ROBERT L. WERNTZ executed his Last Will and Testament, he would have named the said ROBERT WERNTZ OGLE a succeeding trustee to AMY WERNTZ OGLE.

And as in duty bound, etc.

Maurice Ogle
INDIVIDUALLY AND AS EXECUTOR OF
AMY WERNTZ OGLE, DECEASED

Gustav F. Sanderson
SOLICITOR FOR RESPONDENT, MAURICE OGLE

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 Testamentary* of all goods, chattels, credits and personal Estate of Amy Werntz Ogle deceased, was on the 5th day of March in the year of our Lord one thousand nine hundred and forty, granted and committed unto Maurice Ogle the Executor by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

Filed April 2, 1940

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 21st day of March in the year of our Lord nineteen hundred and forty

TEST:

R. Glenn Pruett

Register of Wills for Anne Arundel County.

I, Amy Werntz Ogle, of Anne Arundel County, State of Maryland, being of sound and disposing mind and memory, and capable of executing a valid deed or contract, do make, publish and declare this to be my Last Will and Testament, intending to hereby dispose of my entire estate, real, personal and mixed, wheresoever situate, including any property which I may hereafter acquire, including any right, title and interest I may now or hereafter have in the estate of my uncle, ROBERT WERNTZ, late of the City of Annapolis, State of Maryland, and intending hereby to exercise all powers of disposition which I have under any will or deed or in any other matter whatsoever, hereby revoking all other wills or codicils heretofore by me made.

ITEM 1. I direct my Executor hereinafter named to pay all of my just debts and other lawful charges against estate, as soon as the payment of the same may be found convenient and to pay my burial and funeral expenses, without regard to any statutory limitations relative thereto, out of my estate, without any right or claim for reimbursement therefor against my husband, MAURICE OGLE, or any liability on his part for the payment thereof.

ITEM 2. I direct that all death taxes payable to the State of Maryland, or to any other State, and to the United States of America, including inheritance, estate, and all other taxes, duties and excises levied and assessed on my estate at or by reason of my death and on any and all specific devises and specific legacies herein made whether as life estates or estates in remainder be paid out of my estate by my Executor hereinafter named and not charged against any devisee or legatee receiving the same.

ITEM 3. I give and bequeath my automobile to my son, ROBERT WERNTZ OGLE, absolutely, provided he shall survive me. Should my said son predecease me, then this bequest shall lapse and revert to the residue of my estate.

ITEM 4. I give and bequeath my motor boat to my son, MAURICE CHAPMAN OGLE, absolutely, provided he shall survive me. Should my said son predecease me, then this bequest shall lapse and revert to

the residue of my estate.

ITEM 5. I give and bequeath my Ford Station Wagon to my husband, MAURICE OGLE, absolutely, provided he shall survive me. Should my said husband predecease me, then this bequest shall lapse and revert to the residue of my estate.

ITEM 6. I give and bequeath to my faithful secretary, KATHARINE C. DUVALL, the sum of Five Hundred Dollars ($500.00) should she survive me.

ITEM 7. I give and bequeath unto my husband, MAURICE OGLE, for and during the term of his natural life, and from and after his death, unto my sons, ROBERT WERNTZ OGLE, and MAURICE CHAPMAN OGLE, as joint tenants and not as tenants in common and the survivor of them, all of my right, title and interest in and to my school and business, known as the "UNITED STATES NAVAL ACADEMY PREPARATORY SCHOOL", now located at 227 Prince George Street, in the City of Annapolis, State of Maryland, including good will, accounts receivable, and any and all other personal property used in the said school and belonging to me at the time of my death, subject however, to any debts owing by me which may arise out of my operation of the said school and business, or, by reason of my having received tuition in advance or board in advance from pupils, which obligations it has been my custom to take care of in the past out of the separate bank account maintained by me and known as the "School account"; and, I direct the funds which may be contained in the said bank account at the time of my death shall not be considered as a part of the general assets of my estate, but shall pass as provided in this ITEM, along with said school and business, to be used for the payment of the said obligations and the continued operation of the said business.

ITEM 8. I give, devise and bequeath unto my husband MAURICE OGLE, for the term of his natural life, the farm situate on the Magothy River, which I acquired under the will of Robert L. Werntz, known as the Gardner Farm, now called Peninsula Farm, together with everything on said farm, situate in Anne Arundel County, including my horses and all crops and equipment of every kind used in connection with said farm,

as well as all household furniture and personal property of every nature, located on said farm, whether located in my country home or in any of the cottages thereon, also all leasehold interests of every description, and from and immediately after his decease to my son MAURICE CHAPMAN OGLE, the aforementioned farm, with all stock, implements, household furniture, leasehold interests of every description, and all things to be found thereon, absolutely, except my ANTIQUE FURNITURE, located in the country home, which I now occupy, which after my husband's death, I desire the said Antique Furniture to be divided equally between my two sons, ROBERT WERNTZ OGLE and MAURICE CHAPMAN OGLE, and in the manner herein set out. ROBERT, the older son to have first choice of any piece of such furniture, my younger son, Maurice to have second choice, and so on alternately choosing pice by piece until all of said ANTIQUE FURNITURE is exhausted. It is my will that should my husband, MAURICE OGLE, survive my son, MAURICE CHAPMAN OGLE, I give devise and bequeath to my husband, absolutely, all of my estate, whether real, personal or mixed, which would pass to my son Maurice Chapman Ogle, under the aforesaid ITEM 8 of my Will.

ITEM 9. I give, devise and bequeath my former home and grounds, 248 King George Street, Annapolis, Maryland, and my house and ground on Bay Ridge Avenue, Eastport, Maryland, to my husband MAURICE OGLE, during the term of his natural life, and from and immediately after his decease, to my son ROBERT WERNTZ OGLE, absolutely, provided he survives my husband. If my son, ROBERT WERNTZ OGLE, died before my husband, then this property shall go to his child or children then living, share and share alike, absolutely. And if there be no children then living, then this property to go to my husband, MAURICE OGLE and my son MAURICE CHAPMAN OGLE, share and share alike, or to the survivor of them.

ITEM 10. All of the rest, residue and remainder of my estate, whether real, personal or mixed, including my stocks, bonds, mortgages, bank accounts and other evidences of indebtedness, I hereby give, devise and bequeath as follows:

(a) One-third to my husband, MAURICE OGLE, absolutely.

(b) One-third to my son, ROBERT WERNTZ OGLE, absolutely, provided he survives me. If my son, ROBERT WERNTZ OGLE predeceases me then his share is to go to his child or children absolutely, share and share alike. If he has no child or children living at the time of my death, then this one-third share to go to my husband, MAURICE OGLE and my son MAURICE CHAPMAN OGLE, equally, share and share alike, or to the survivor of them.

(c) One-third to my husband, MAURICE OGLE, to be held by him as Trustee, to pay the income therefrom to my son MAURICE CHAPMAN OGLE, until he attains the age of twenty-five, at which time I direct my Trustee to give to my son MAURICE CHAPMAN OGLE, his one-third equal share absolutely. Should MAURICE CHAPMAN OGLE, die before he reaches the age of twenty-five years, and leave surviving him a child or children, I direct that my said son's share shall be paid to the said child or children, or to the survivor of them, equally, share and share alike. If he has no child or children living at the time of his death, then this one-third share to go to my husband, MAURICE OGLE and my son ROBERT WERNTZ OGLE, equally, share and share alike, or to the survivor of them.

ITEM 11. I hereby constitute and appoint my said husband, MAURICE OGLE, to be the executor of this my last Will and Testament, without bond, hereby revoking any and all wills by me heretofore made, hereby declaring this and none other to be my last Will and Testament.

In Witness Whereof, I have hereunto set my hand and affixed my seal this 27th day of February, 1940.

Amy Werntz Ogle (SEAL)

Signed, sealed, published and declared by AMY WERNTZ OGLE, the above named testatrix, as and for her last Will and Testament, in the presence of us, who at her request, in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Lillie L. Sanderson
Mrs. M. Lederhos
Gustav F. Sanderson

Anne Arundel County, Ss:

On the 8th day of March, 1940 came Maurice Ogle and made Oath in due form of law, that he does not know of any Will or Codicil of Amy Bernta Ogle late of said County, deceased, other than the above instrument of writing, and that he had received the same from in his possession since date of execution. Will read to all parties interested

Amy Bernta Ogle departed this life on or about the 1st day of March, 1940.

Sworn to & subscribed in open Court

Maurice Ogle

It has come to the knowledge of the Executor that there was a former will which was burned in the presence of the witnesses to this will

TEST: R. Glenn Prout

Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 8th day of March 1940 came Lillie L. Sanderson, Mrs. E. Lederhos and Gustav F. Sanderson the three subscribing witnesses to the aforegoing last Will and Testament of Amy Bernta Ogle late of said County, deceased, and made oath in due form of law, that they did see the Testatrix, Amy Bernta Ogle sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with

subscribed their name as witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court.

R. Glenn Prout

TEST:

Register of Wills for Anne Arundel County.

3,500—1-30—M. & T.

LIBER 76 PAGE 46

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Amy Wenntz Ogle, late of said County, deceased, [redacted] and also the evidence adduced as to its validity, orders and decrees this 5th day of March, 19 40, that the same be admitted in this Court as the true and genuine last Will and Testament [redacted] of the said Amy Wenntz Ogle, deceased.

JUDGES
Owain T. Owens
William B. Elliott

MEYER & THALHEIMER BALTIMORE, MD.

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Amy Wenntz Ogle *late of said County deceased* together with proof and probate thereof *taken from* the original, which is 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

R. Glenn Prout
Register of Wills for Anne Arundel County.

EX PARTE IN RE TRUST ESTATE	:	IN THE
	:	CIRCUIT COURT
OF	:	FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	#6776

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of the Board of Trustees of Emergency Hospital of Annapolis on Franklin Street to the petition of WILLIAM C. WERNTZ and the order of Court passed herein on March 8, 1940 respectfully shows:

FIRST - That it is the Emergency Hospital of Annapolis on Franklin Street, mentioned in ITEM IV (j) and ITEM VIII (b) of the Last Will and Testament of ROBERT L. WERNTZ.

SECOND - That as to that portion of the said petition praying this Court to assume jurisdiction of the trusts created by the Will of ROBERT L. WERNTZ, deceased, and to appoint a substituted trustee herein, this Respondent consents and desires this Court so to do, and to pass such decree as may be just and proper in the premises, but your Respondent is opposed to the appointment of WILLIAM C. WERNTZ as substituted trustee.

THIRD - This Respondent denies that the relationship of the said WILLIAM C. WERNTZ to the late ROBERT L. WERNTZ gives him any moral or legal right to be appointed as substituted trustee herein as alleged in Paragraph 10 of said petition, but on the contrary says that the appointment of a suitable person to act as substituted trustee is a matter resting in the sound discretion of this Honorable Court.

And as in duty bound, etc.

Filed March 8, 1940

By William A. Darden
RESPONDENT
Chairman Annapolis & A.A. County Chapter Amer. Red Cross

Benjamin Hershberg
SOLICITOR FOR RESPONDENT.

EX PARTE IN RE TRUST ESTATE	:	IN THE
	:	CIRCUIT COURT
OF	:	FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	#6776

: : : : :

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of the Salvation Army, a body corporate of the State of Georgia with a branch at Annapolis, Anne Arundel County, Maryland, by Robert J. MacGregor its attorney, to the petition of William C. Werntz and the order of Court passed herein on March 8, 1940 respectfully shows:

FIRST: That it is the Salvation Army of Annapolis mentioned in ITEM IV (k) of the Last Will and Testament of ROBERT L. WERNTZ.

SECOND: That as to that portion of the said petition praying this Court to assume jurisdiction of the trusts created by the Will of ROBERT L. WERNTZ, deceased, and to appoint a substituted trustee herein, this Respondent consents and desires this Court so to do, and to pass such decree as may be just and proper in the premises, but your Respondent is opposed to the appointment of WILLIAM C. WERNTZ as substituted trustee.

Filed April 9, 1940

THIRD: This Respondent denies that the relationship of the said WILLIAM C. WERNTZ to the late ROBERT L. WERNTZ gives him any moral or legal right to be appointed as substituted trustee herein as alleged in Paragraph 10 of said petition, but on the contrary says that the appointment of a suitable person to act as substituted trustee is a matter resting in the sound discretion of this Honorable Court.

And as in duty bound, etc.

by Robert J. MacGregor
Solicitor for Respondent

EX PARTE IN RE TRUST ESTATE	:	IN THE
	:	CIRCUIT COURT
OF	:	FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	#6776

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of the Board of Trustees of the First Presbyterian Church of Annapolis to the petition of WILLIAM C. WERNTZ and the order of Court passed herein on March 8, 1940 respectfully shows:

FIRST - That it is the Presbyterian Church of Annapolis, on Duke of Gloucester Street, mentioned in ITEM IV (i) and ITEM VIII (b) of the Last Will and Testament of ROBERT L. WERNTZ.

SECOND - That as to that portion of the said petition praying this Court to assume jurisdiction of the trusts created by the Will of ROBERT L. WERNTZ, deceased, and to appoint a substituted trustee therein, this Respondent consents and desires this Court so to do, and to pass such decree as may be just and proper in the premises, but your Respondent is opposed to the appointment of WILLIAM C. WERNTZ as substituted trustee.

THIRD - This Respondent denies that the relationship of the said WILLIAM C. WERNTZ to the late ROBERT L. WERNTZ gives him any moral or legal right to be appointed as substituted trustee herein as alleged in Paragraph 10 of said petition, but on the contrary says that the appointment of a suitable person to act as substituted trustee is a matter resting in the sound discretion of this Honorable Court.

And as in duty bound, etc.

Board of Trustees of the First Presbyterian Church
By _____
RESPONDENT

Elmer E. Hobbs - Sec.
~~SOLICITOR FOR RESPONDENT~~.

Filed April 9, 1940

EX PARTE IN RE TRUST ESTATE	:	IN THE
OF	:	CIRCUIT COURT
	:	FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	#6776

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

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of the Board of Trustees of Red Cross Society of Annapolis to the petition of WILLIAM C. WERNTZ and the order of Court passed herein on March 8, 1940 respectfully shows:

FIRST - That it is the Red Cross Society of Annapolis mentioned in ITEM IV (1) of the Last Will and Testament of ROBERT L. WERNTZ.

SECOND - That as to that portion of the said petition praying this Court to assume jurisdiction of the trusts created by the Will of ROBERT L. WERNTZ, deceased, and to appoint a substituted trustee herein, this Respondent consents and desires this Court so to do, and to pass such decree as may be just and proper in the premises, but your Respondent is opposed to the appointment of WILLIAM C. WERNTZ as substituted trustee.

THIRD - This Respondent denies that the relationship of the said WILLIAM C. WERNTZ to the late ROBERT L. WERNTZ gives him any moral or legal right to be appointed as substituted trustee herein as alleged in Paragraph 10 of said petition, but on the contrary says that the appointment of a suitable person to act as substituted trustee is a matter resting in the sound discretion of this Honorable Court.

And as in duty bound, etc.

Filed April 2, 1940

By Lucille B. Kiefer
RESPONDENT
Pres. Board of Managers
Emergency Hospital
Annapolis, Md.

Benjamin Uncharton
SOLICITOR FOR RESPONDENT.

Ex Parte	*	In the Circuit Court for
In Re Trust Estate of	*	Anne Arundel County
Robert L. Werntz	*	In Equity
	*	No. 6776

To the Honorable, the Judges of said Court:

Now comes William C. Werntz by Noah A. Hillman, his solicitor, and moves this Honorable Court to make the Order of March 8, 1940, absolute and for reasons thereof shows:

I

That the Order of March 8, 1940, passed by this Honorable Court, was granted by this Court "unless cause to the contrary" be shown on or before the 10th day of April, 1940, and no cause to the contrary has been shown.

II

That an "Answer" of Maurice Ogle, individually, and as Executor of Amy Werntz Ogle, deceased, was filed in which it is agreed that the Court should assume jurisdiction and appoint a substituted trustee while at the same time this Answer opposes the appointment of William C. Werntz. Nevertheless not a single reason is given why the said William C. Werntz should not be appointed substituted trustee.

III

That the aforesaid Answer merely expresses a desire on the part of Maurice Ogle to have himself and his son, Robert W. Ogle, appointed co-trustees. Hence this is not a showing of cause to the contrary why William C. Werntz should not be appointed.

IV

That Answers have been filed by the First Presbyterian Church of Annapolis, Red Cross Society of Annapolis, Emergency Hospital of Annapolis and the Salvation Army of Annapolis, simply opposing the appointment of William C. Werntz and contending that the relationship of William C. Werntz to the late Robert L. Werntz gives him no moral or legal right to be appointed. However, not only is no good reason given why William C. Werntz should not be appointed but no reasons whatsoever are given.

Filed April 20, 1940

V

That according to the Will of Robert L. Werntz, deceased, he named the following persons and institutions in his Will to benefit from his Trust Estate:

1. Emma M. Werntz (now deceased)
2. Maizie Werntz Johnson (now deceased)
3. Cornelia Galt (consent filed herewith)
4. Annie Baugham (consent filed herewith)
5. Edward Baugham (consent filed herewith)
6. Matilda Baugham (consent filed herewith)
7. Ruth Baugham (consent filed herewith)
8. Anna Catharine Baugham (consent filed herewith)
9. Thelma Werntz (consent filed herewith)
10. Marian Werntz (consent filed herewith)
11. Maud Werntz (consent filed herewith)
12. Garner Werntz (consent filed herewith)
13. Louise Werntz (now deceased)
14. Nancy Werntz (consent filed herewith)
15. Robert W. Ogle
16. Maurice C. Ogle (now still a minor)
17. Presbyterian Church of Annapolis
18. Emergency Hospital of Annapolis
19. Salvation Army of Annapolis
20. Red Cross Society of Annapolis

All of the aforegoing were to be paid certain stipulated sums periodically. At the termination of the trust a division of the estate is to be made, whereby certain individuals, above named, their heirs and next of kin, will receive one-half of the estate. The following institutions will share equally in one-half of the estate.

17. Presbyterian Church of Annapolis
18. Emergency Hospital of Annapolis
21. Children's Hospital School, Inc. (no objection filed)
22. Children's Fresh Air Society (consent filed)
23. Nursery and Child's Hospital (no objection filed)

24.	Thomas Wilson Sanitarium for Children	(consent filed herewith)
25.	Hospital for Consumptives of Maryland	(consent filed herewith)
26.	McDonogh Educational Fund & Institute	(no objection filed)
27.	Maryland Children's Aid Society	(no objection filed)
28.	Maryland Society to Protect Children From Cruelty and Immorality	(consent filed herewith)
29.	Aged Men's Home	(consent filed herewith)
30.	Aged Women's Home	(consent filed herewith)
31.	Church Home and Infirmary	(consent filed herewith)
32.	Presbyterian Home for Women	(consent filed herewith)

As will be seen from the above, all of the individuals now living who have an interest in the estate of Robert L. Werntz, have assented to the appointment of William C. Werntz as substituted trustee with the exception of Robert W. Ogle who desires to be the trustee himself and Maurice C. Ogle, who is an infant, and cannot act as such.

Of the institutions which are interested in the estate, a majority, namely: eight (8) of them have assented to the appointment of William C. Werntz.

The assents are herewith filed as a part of this Motion and prayed to be taken as a part thereof.

VI

That it would be wrong to appoint the said Maurice Ogle and Robert Ogle co-trustees in this trust estate for the reason that both of them are beneficiaries of the estate of Amy Werntz Ogle, deceased, the former trustee. Inasmuch as the Order of March 8, 1940, authorizes the substituted trustee to cause an accounting to be had, it would be therefore highly improper for either of the beneficiaries of Amy Werntz Ogle to be the substituted trustee inasmuch as their interest would be bound to clash.

VII

That it is plain and evident from the reading of the Will of the late Robert L. Werntz that he desired the "Werntz" family, after the death of Amy Werntz Ogle, to control and manage his affairs.

Noah A. Gillman

Solicitor for William C. Werntz, petitioner

Ex Parte in re Trust Estate	*	In the Circuit Court for
of	*	Anne Arundel County
Robert L. Warntz	*	In Equity
	*	No. 6736
	*	

I hereby consent to and approve the appointment of Mr. William C. Warntz as substituted trustee of the Trust Estate of Robert L. Warntz, deceased.

Cornelia C. Gall

Ex Parte in re Trust Estate	*	In the
of		Circuit Court
	*	
Robert L. Werntz		for
	*	Anne Arundel County
		In Equity
	*	
		# 6776
	***	

I hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

x Edward Baugham

STATE OF Rhode Island, County of Newport, To wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Rhode Island, County of Newport, personally appeared Edward Baugham and he did, in my presence, affix his signature as shown, this 14th day of March, 1940.

AS WITNESS my hand and seal notarial.

Julius Schaffer
Notary Public

EX PARTE in re Trust Estate of	*	In the
Robert L. Werntz	*	Circuit Court
	*	for
		Anne Arundel County
	***	# 6776 Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

Annie Baughan.

Ruth Honsada
formerly Ruth Baughan

Anna Catherine Pedrico
formerly Anna Catherine Baughan.

+

STATE OF CALIFORNIA, County of Los Angeles, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of California in and for the County aforesaid, personally appeared Ruth Honrada(formerly Ruth Baughan) - ANNIE BAUGHAN - Anna Catherine Pedrico (formerly Anna Catherine Baughan) the above being personally known to me and they did each, in my presence, affix their signatures as shown, this 9thday of March , 1940.

AS WITNESS my hand and seal notarial.

My Commission Expires December 31, 1941.

Hazel Peck
Notary Public

Ex Parte in re Trust Estate	*	In the Circuit Court for
of	*	Anne Arundel County
Robert L. Werntz	*	In Equity
	*	No. 6776
	*	

I hereby consent to and approve the appointment of Mr. William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

Matilda Baughan

State of California
County of } ss

On this 16th day of April, in the year One Thousand Nine Hundred and Forty before me, Ernest N. Schwen a Notary Public in and for the County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared Matilda Baughan known to me to be the person described in and whose name is subscribed to the within instrument, and she acknowledged to me that she executed the same

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Ernest N. Schwen Notary Public
In and for the said County of Alameda State of California
MY COMMISSION EXPIRES FEB. 18, 1943

GENERAL ACKNOWLEDGMENT
Hardy's Blank No. 411 BC
Hardy's Bookstore Oakland, California

EX PARTE	*	In the Circuit Court
In Re Trust Estate	*	for
of	*	Anne Arundel County
Robert L. Werntz	*	No. 6776 Equity
	*	

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted Trustee of the Trust Estate of Robert L. Werntz, deceased.

STATE OF Penn'a , COUNTY OF Schuylkill to wit:

I HEREBY CERTIFY, THAT before me, the subscriber, a Notayr Public of the State of Penn'a , in and for the County aforesaid, personally appeared Thelma Werntz Mc Kenzie, & Maud Wentz, the above being known to me and did , in my presence, affix signature as shown, this 14 day of Mar , 1940.

As Witness my hand and seal notarial.

Notary Public

EX PARTE	*	In the Circuit Court
In Re Trust Estate	*	for
of	*	Anne Arundel County
Robert L. Werntz	*	No. 6776 Equity
	*	

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted Trustee of the Trust Estate of Robert L. Werntz, deceased.

Marion Werntz

STATE OF Penn'a , COUNTY OF Schuylkill to wit:

I HEREBY CERTIFY, THAT before me, the subscriber, a Notayr Public of the State of Penn'a , in and for the County aforesaid, personally appeared Marion Wentz,

the above being known to me and did , in my presence, affix signature as shown, this 14 day of Mar , 1940.

As Witness my hand and seal notarial.

Jno L Faulk
Notary Public

Ex Parte in re Trust Estate	*	In the Circuit Court for
of	*	Anne Arundel County
Robert L. Werntz	*	In Equity
	*	No. 6706
	*	

I hereby consent to and approve the appointment of Mr. William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

C. Garner Werntz

EX PARTE	*	In the Circuit Court
In Re Trust Estate	*	for
of	*	Anne Arundel County
Robert L. Werntz	*	No. 6776 Equity
	*	

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted Trustee of the Trust Estate of Robert L. Werntz, deceased.

Nancy Werntz Coyner

EX PARTE	*	In the Circuit Court
In Re Trust Estate	*	for
of	*	Anne Arundel County
Robert L. Werntz	*	No. 6776 Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Est te of Robert L. Werntz, deceased.

Isaac S. Field President
Childrens Fresh Air Society of
Baltimore - Inc.

STATE OF Maryland, ~~COUNTY~~ City OF Baltimore, to wit:

I HEREBY CERTIFY, That before me, the Subscriber, a Notary Public of the State of Maryland, in and for ~~the County aforesaid~~ Baltimore County, personally appeared Isaac S. Field, President,

the above being known to me and he did , in my presence, affix signature as shown, this 10 day of April , 1940.

As Witness my hand and seal notarial.

James A. Clark.
Notary Public

EX PARTE	*	In the Circuit Court
In Re Trust Estate	*	for
of	*	Anne Arundel County
Robert L. Wernts	*	No. 6776 Equity

LIBER 76 PAGE 63

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Wernts as substituted trustee of the Trust Estate of Robert L. Wernts, deceased.

The Thomas Wilson Sanitarium
for Children of Baltimore City
By James B. Diggs, Treasurer

STATE OF Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JAMES B. DIGGS, Treasurer of THE THOMAS WILSON SANITARIUM FOR CHILDREN OF BALTIMORE CITY, the above being known to me and he did, in my presence, affix his signature as shown, this 5th day of April, 1940.

As Witness my hand and seal notarial.

E. Elizabeth Lacher
E. Elizabeth Lacher Notary Public

EXPARTE in re: TrusteEstate	*	In the Circuit Court
of	*	for
Robert L. Werntz	*	Anne Arundel County
	*	No. 6776 In Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

Hospital for Consumptives of Maryland by Frederick Singley Vice President

EXPARTE in re: TrusteEstate	*	In the Circuit Court
of	*	for
Robert L. Werntz	*	Anne Arundel County
	* No. 6776	In Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

MARYLAND SOCIETY TO PROTECT
CHILDREN FROM CRUELTY & IMMORALITY

Isaac S. Field President

STATE OF Maryland, ~~COUNTY~~ City OF Baltimore, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the state of Maryland, in and for ~~the County~~ City Baltimore County, aforesaid, personally appeared Isaac S. Field President the above being known to me and they did each, in my presence, affix his signature as shown, this 10 day of April, 1940.

AS WITNESS my hand and seal notarial.

James A. Clark
Notary Public

EXPARTE in re: TrusteEstate	*	In the Circuit Court
of	*	for
Robert L. Wernts	*	Anne Arundel County
	*	No. 6776 In Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Wernts as substituted trustee of the Trust Estate of Robert L. Wernts, deceased.

Aged Men's Home

Adelaide C. Matthai

President

STATE OF Maryland City, ~~COUNTY~~ OF Baltimore, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the state of Maryland, in and for the City aforesaid, personally appeared Adelaide C. Matthai, President, the above being known to me and ~~they~~ she did ~~each~~, in my presence, affix her signature as shown, this 23rd day of March, 1940.

AS WITNESS my hand and seal notarial.

Notary Public

My Commission expires May 5-1941.

EXPARTE in re: TrusteEstate	*	In the Circuit Court
of	*	for
Robert L. Werntz	*	Anne Arundel County
	*	No. 6776 In Equity

To the Honorable, the Judges of said Court:

The undersigned hereby consent to and approve the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased.

Aged Women's Home

Adelaide C. Matthai
President

STATE OF Maryland, ~~COUNTY~~ City OF Baltimore, to wit:

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the state of Maryland, in and for the ~~County~~ City aforesaid, personally appeared Adelaide C. Matthai, President, the above being known to me and ~~they~~ she did ~~each~~, in my presence, affix her signature as shown, this 23rd day of March, 1940.

AS WITNESS my hand and seal notarial.

Dorothy Hacket

Dorothy Hacket Notary Public

My Commission expires May 5-1941

EX PARTE in re: Trust Estate	:	In the Circuit Court
of	:	for
Robert L. Werntz	:	Anne Arundel County
	:	No. 6776 - In Equity

.. ..

To the Honorable, the Judges of said Court:

The Church Home and Infirmary of the City of Baltimore, one of the legatees under the will of Robert L. Werntz, consents to and approves the appointment of William C. Werntz as substituted trustee of the Trust Estate of Robert L. Werntz, deceased, under a proper bond, the penalty of which shall be fixed by the Court, without prejudice to its right to apply at any time for the appointment of a co-trustee.

Thos. F. Cadwalader

Solicitor for

THE CHURCH HOME AND INFIRMARY OF THE CITY OF BALTIMORE.

EX PARTE IN RE TRUST ESTATE	:	IN THE CIRCUIT COURT FOR
OF	:	ANNE ARUNDEL COUNTY
ROBERT L. WERNTZ	:	IN EQUITY No.6776

WHEREAS the Presbyterian Home of Maryland, Inc., a charitable corporation duly incorporated under the laws of the State of Maryland, is a beneficiary under the name of Presbyterian Home for Women, 822 North Carrollton Avenue, Baltimore, Maryland, under the will of Robert L. Werntz, whose estate is being administered in the above entitled case; and

WHEREAS the Presbyterian Home of Maryland, Inc. has been notified of an application to the Court in the above entitled case to appoint William C. Werntz as substituted trustee of the trust estate of Robert L. Werntz, deceased, the previous trustee having died; and has also been notified that the Court requires its assent to said appointment. ?

The said Presbyterian Home of Maryland, Inc. by its duly authorized officers does hereby consent to and approve the appointment of William C. Werntz as such substituted trustee.

ATTEST:

Anne H. Taylor
SECRETARY

PRESBYTERIAN HOME OF MARYLAND, INC.

BY Alice Davis Boutall
PRESIDENT

STATE OF MARYLAND)
County) TO WIT:-
~~CITY~~ OF BALTIMORE)

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for the County ~~City~~ of Baltimore aforesaid personally appeared Alice Davis Boutall, President of the Presbyterian Home of Maryland, Inc. and Anne H. Taylor , Secretary, and they in my presence affixed their respective signatures as shown to the above consent this 2nd day of April, 1940.

AS WITNESS my Hand and Notarial Seal.

Robert J. Spottel
NOTARY PUBLIC

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE TRUST ESTATE OF	:	FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

Filed: May 13, 1940

The Thomas Wilson Sanitarium for Children of Baltimore City has heretofore filed its assent in this proceedings that William C. Werntz be appointed Substituted Trustee. Said Corporation does hereby withdraw such assent.

THE THOMAS WILSON SANITARIUM
FOR CHILDREN OF BALTIMORE CITY

By James B. Diggs

James B. Diggs, Treasurer

PARKER & DOUB
605 FIRST NATIONAL BANK BUILDING
BALTIMORE

W. AINSWORTH PARKER
GEORGE COCHRAN DOUB

PLAZA 2646

May 13, 1940

Honorable Ridgely P. Melvin
Annapolis, Maryland

Dear Judge Melvin:

I represent the Maryland Children's Aid Society, a beneficiary under the Will of Robert L. Werntz. Although it is impossible for me to attend the hearing this afternoon on the appointment of a successor or successor trustees, I would like to give you the benefit of our views. It seems to us that under all the circumstances it is definitely desirable that a trust company be appointed as successor trustee or as a co-trustee in order that the estate may hereafter have the benefit of the experience and qualifications of a corporate fiduciary. In this connection we understand that the former trustee has filed practically no reports or accounts since her petition in 1934 for the Court to assume jurisdiction. The appointment of a corporate fiduciary would seem to carry out the intention of the testator who provided in his Will for the appointment of his niece and the Mercantile Trust & Deposit Company as co-trustees. My understanding is that the Trust Company declined to act.

Filed May 13, 1940

Under these conditions I trust that you may deem it desirable to appoint an experienced corporate fiduciary.

Sincerely,

GCDoub

GCD:AW

Ex Parte	)(	No. 6776 Equity
In Re - Trust Estate	)(	
of	)(	In the Circuit Court
Robert L. Werntz	)(	for
		Anne Arundel County

O R D E R

The Court having passed its order of March 8, 1940, granting, unless cause to the contrary be shown on or before April 10, 1940, the prayers of the petitioner, William C. Werntz, namely, (1) that this Court assume jurisdiction of the Trust Estate of Robert L. Werntz, (2) appoint the petitioner, William C. Werntz, substituted trustee, (3) authorize the substituted trustee to take over all books, etc, and other assets of said trust estate, and (4) authorize said substituted trustee to cause an accounting to be had; and various interested parties having filed their respective answers and counter petitions, a hearing was held in open Court on May 13, 1940, at which the said parties were represented in person or by solicitor; and all of the proceedings having been carefully considered by the Court,

Filed June 20 1940

It is thereupon, this seventeenth day of June, 1940, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that this Court does hereby assume jurisdiction of and over the trust estate created by the Last Will and Testament of Robert L. Werntz, late of Anne Arundel County, deceased, and of the administration and conduct thereof; that David S. Jenkins of Anne Arundel County, Maryland, be and he is hereby, appointed substituted Trustee in the place of Amy W. Ogle, deceased; that the said Trustee, before proceeding to

to administer said estate, shall qualify as Trustee by filing with the Clerk of this Court his bond in the penalty of Two Hundred Thousand Dollars ($200,000.00), with corporate surety to be approved by this Court or the Clerk thereof, conditioned for the faithful performance by him of his duty as such trustee; that the said trustee obtain from the estate of Amy W. Ogle all books, papers, books of account, etc, belonging to the trust estate of Robert L. Werntz, together with all other assets of said trust estate, and execute a full and complete receipt and release thereof; and that the said trustee cause an accounting to be had of the assets of the trust estate of Robert L. Werntz by some experienced and reputable accountant, or to accept such an accounting as was submitted to this Court under date of May 10, 1940, and made by Bartels & Spamer, C.P.A., on the employment of Maurice Ogle, Executor of the Estate of Amy W. Ogle, former trustee.

Ridgely P. McLain
JUDGE

Form MD3116—500, 2-16-32 46022
Trustee's Bond

LIBER 76 PAGE 75

Fidelity and Deposit Company
OF MARYLAND
BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, David S. Jenkins of "The Poplars", R. F. D. Annapolis, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO HUNDRED THOUSAND AND 00/100 - - - - - - -($200,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 24th day of June in the year of our Lord one thousand nine hundred and forty

WHEREAS, the above bounden David S. Jenkins by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee ~~to sell~~

mentioned in the proceedings in the case of Ex parte in the matter of the Trust Estate of Robert L. Werntz, deceased, Equity No. 6776

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden David S. Jenkins

Filed June 25 1940

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:

J. Oliver Clark — David S. Jenkins, (SEAL)

(SEAL)

~~ATTEST:~~
As to Surety:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By I. Grant — By E. V. Shockley, Attorney-in-Fact.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** a corporation of the State of **MARYLAND,** does hereby constitute and appoint **E. V. Shockley** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April,** 1932.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST** *Assistant Secretary* — By: **E. R. NUTTLE** *Vice-President*

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

June 24, 1940

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Geo. D. Henry *Assistant Secretary*

TO THE HONORABLE RIDGELY P. MELVIN,
Judge Circuit Court,
Annapolis, Maryland.

My dear Judge Melvin:

This is in the form of a petition, submitted in line with my duties as trustee of the Robert L. Werntz Estate, asking the court's approval of the payment of Fifty Dollars ($50.00) to Katherine C. Duvall for taking care of matters pertaining to the Estate from the time of the death of Amy W. Ogle, March first, to the time of my stewardship June seventeenth, and to pay her a further consideration of Five Dollars ($5.00) per week for services which she is expected to render the Estate from now on. Mrs. Duvall has been closely associated with the Werntz Estate for many years and I feel can be a valuable advisor to me.

Very truly yours,

Harold S. Jenkins.

July 10, 1940.

Filed July 30 1940

7/10/40

Petition Granted
Ridgely P. Melvin
Judge

In the Matter of The Trust Estate of Robert L. Werntz ***	: :	Equity No. 6776 In the Circuit Court for Anne Arundel County

To the Honorable, the Judges, of said Court.

The Petition of David S. Jenkins, existent, qualified trustee, herein, respectfully represents:

ONE. That among the assets that have come into his hands as Trustee are a number of certificates representing shares, stocks and/or bonds, or the right to purchase shares, stocks and/or bonds, of a number of corporations as shown on a schedule filed herewith as Petitioner's Exhibit "A".

TWO. That the shares and certificates are now registered on the books of the various corporations, and in their offices and records of their registrars or agents, in the name of "Amy W. Ogle, Trustee, under the Will of Robert L. Werntz".

THREE. That the aforesaid stocks and bonds and certificates so represented, are properly the assets of this estate and it would be to the best interest of this estate, for the convenience and proper administration and accounting herein, as to the incomes, control and administration of the aforesaid stocks and bonds, that they should properly be registered in the name of your Petitioner, David S. Jenkins, as Trustee in the Trust Estate of Robert L. Werntz.

Filed Sept 6, 1940

WHEREFORE, your Petitioner prays this Honorable Court pass an order allowing and directing your Petitioner, as Trustee, to transfer, assign, and cause to be transferred and assigned, all stock and bonds and certificates representing them, in a manner that they be registered in the name of "David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz".

AND AS IN DUTY BOUND, etc.

David S. Jenkins
Trustee

Robert W. Ogle
Solicitor for Trustee

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED AND DECREED, this 9th day of September, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Petitioner, David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, be, and is hereby ordered and authorized to cause the certificates representing stocks and/or bonds, shown on the Petitioner's Exhibit "A", filed herewith, now registered in the name of "Amy F. Ogle, Trustee, under the Will of Robert L. Werntz", to be registered in the name of "David S. Jenkins, Trustee, in the Trust Estate of Robert L. Werntz".

Ralph P. Melvin A. J.

Filed Sept. 9, 1940

284 1/5 shares Union Trust Co. of Md. nos. C-1088 C-1089 L-20612 L-18095 553

6360 shares Houston Oil Co. of Texas nos. B-1320 to B-1382 and B-0523

300 Shares Kirby Petroleum no. 20147 20148 20149

355 " Pennsylvania Railroad nos. 627010 to 627013 inclusive

20 " Seaboard Mtg. Co. preferred
20 " " " " common nos. 560 and 885

32½ " Southern Hotel common no. 1985
275 " " " preferred no. 2122

16 " U. S. Steel Corp. no. J-814254

200 shares U.S.Electric Power Corp. nos NC-16717 and 16716

1 share Workingmens Bldg. Assn. No. 1456

20 " American Telephone and Telegraph No. A-117418

172 " American Water Works & Electric Co., Incorp. Nos. C-64974 and CO-117038

770 " Arundel Corp. Nos. 37822 to 37829 inclusive

160 shares Chesapeake & Ohio Railroad nos. C090953 and CO-97995

338½ shares U. S. Electric Power Corp. no. JU 88887

1 share Arundel Corp. 27139

3 shares Chesapeake & Ohio Railroad Co. PAO-10420 and 20/100 shares no. 18357

600 shares Dividend Shares Inc. nos. U-88083 and U-86977

67 shares American General Corp. 6072295

67/70th share United Founders Corp. B-86088

6/70th share United Founders Corp. B-86089

39/70th share United Founders Corp. B-86090

15 (right to purchase) shares American Founders Corp.

30 shares Farmers National Bank 1267

150 shares First National Bank of Baltimore nos. 4235 and 13601

25 shares National City Bank of New York CO-150680

1000 shares City Certificates Corp. C1964 to C1973 inclusive

Filed, Sept. 6, 1940

Ex Parte, In the Matter of	:	Equity No. 6776
	:	In the Circuit Court
The Trust Estate of Robert L. Werntz	:	For Anne Arundel Co.

To the Honorable, the Judges of Said Court:

The Petition of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the real properties owned by the above named estate there are two parcels of land fronting on what is known as St. Johns Street in the City of Annapolis, Anne Arundel County, Maryland.

TWO: That the first of these parcels of land was conveyed to Robert L. Werntz, the Settlor of the above named Trust Estate, by a deed dated May 15, 1901, and recorded among the Land Records of Anne Arundel County, Maryland in Liber G. W. 21, Folio 62, from Rachel A. Claude, Executrix of the estate of her husband, Dr. Abram Claude, late of Anne Arundel County, deceased, in fee simple, and in said deed described as follows:

ALL that lot of land situated on St. Johns Street in the City of Annapolis, Maryland:

BEGINNING for the same at a cut and nail on the fence at a distance of one hundred and eighty and one-half feet from College Avenue, and running thence North Forty-three Degrees Fifty-one Minutes West, One Hundred and Thirty-five feet to a cut and nail in fence; thence South Forty-five Degrees, Fifteen Minutes West One Hundred and Forty-three feet and twenty-five one-hundredths to a stake with nail; thence South Forty-two degrees East One Hundred and Thirty-five feet to a nail in post; thence North Forty-five Degrees Fifteen Minutes East One Hundred and Forty-six feet and Forty hundredths feet to the place of beginning.

THREE: That the second of these parcels of land was conveyed to Robert L. Werntz, the Settlor of the above named Trust Estate, by a deed dated June 4, 1904, and recorded among the Land Records of Anne Arundel County, Md., in Liber G. W. 37, Folio 269, from Dennis Claude, et al, and in said deed described as follows:

ALL that lot of ground situate on the Southwest side of St. Johns

Filed Sept 30, 1940

Street, in the City of Annapolis, Anne Arundel County, Maryland:

BEGINNING for the same at a point in the said side of said street distant in a northwesterly direction Three Hundred and Ninety-three feet from the West corner of said Saint Johns Street and College Avenue, and running thence in a Northwesterly direction and with the said Southwest side of said Street the distance of Seventy- Feet; thence at right angles to said Street in a Southwesterly direction, and with the southeast line of a lot of ground conveyed by Rachel A. Claude, Executrix, to Edward Powers to the property of the Baltimore and Annapolis Short Line Railroad Company; thence in a Southwesterly direction, and with the line of the said Railroad Company, the distance of Seventy feet, more or less; thence in a Northeasterly direction and with the Northwest line of a lot of ground heretofore conveyed by the Executrix to a certain William E. Gantt, to the said side of said Street and the point of beginning.

FOUR: That the Housing Authority of the City of Annapolis has requested of your Petitioner an offer of sale of so much of the aforesaid parcels of land as remain the property of the Trust Estate of Robert L. Werntz, a copy of said offer of sale being filed herewith as Petitioner's "Exhibit A", and prayed to be taken as part hereof.

FIVE: That your Petitioner, as Trustee, verily believes that the sale of the aforesaid two parcels of land will be to the best interest of the Trust Estate of Robert L. Werntz.

SIX: That your Petitioner, as Trustee, verily believes that the offered price of Four Thousand Five Hundred ($4,500.00) Dollars is a good and fair market offer for the aforesaid two parcels of land, and is willing to offer them to the Housing Authority of the City of Annapolis at such price, upon receiving the permission of this Honorable Court to do so, the sale of said parcels of land to be subject to the final ratification of this Court.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order allowing him, in behalf of the Estate, as Trustee, to execute the Offer of Sale exhibited herewith.

AND AS IN DUTY BOUND, etc.

Robert W. Ople
Solicitor for Petitioner

Dan A. Sprusfin
Petitioner

Filed Oct 1, 1940

ORDERED this 1st day of October, 1940, by the Circuit Court for Anne Arundel County, Maryland, in Equity, on the aforegoing Petition, that David S. Jenkins, Trustee herein, be and is hereby authorized, directed, and empowered, to execute a copy of the attached Offer of Sale, subject to the conditions therein set forth and upon acceptance of the offer by the Housing Authority of the City of Annapolis, according to the terms thereof, and upon payment of the purchase price therein stipulated, said David S. Jenkins, Trustee, is hereby authorized, directed, and empowered to execute a good and sufficient deed conveying all right, title and interest of the estate of Robert L. Werntz, in, and to the property mentioned in this Petition to, and unto, the Housing Authority of the City of Annapolis, ~~upon ratification of the Report of the Consummation of the aforesaid sale by him, according to the rules of Court and Law.~~ DAM

Ridgely P. McLean A. J.

OFFER OF SALE OF LAND

Parcel 1

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 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 Annapolis, county of Anne Arundel, State of Maryland

Parcel 1 - Located on St. John's St., bounded on the northwest by the Gas Co. property and on the southeast by No. 27 St. John's St.

Parcel 2 - Located on St. John's St., bounded on the N. W. by Estate of Walter Hart, on the S. E. by the Howard Property.

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 $ 4,500.00 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 90 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 90 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.

Filed Sept 30, 1940

Signed, sealed, and delivered in the presence of:

....., 193...

..... [SEAL]

..... Address .....

APPROVED:

..... [SEAL]

By ..... Address .....

ACCEPTED:

..... [SEAL]

..... Address .....
(Local Authority)

..... [SEAL]

By ..... Address .....

U. S. GOVERNMENT PRINTING OFFICE 113144

In the Matter of : Equity No. 6776
In the Circuit Court
The Trust Estate of Robert L. Werntz : For Anne Arundel County

To the Honorable, the Judges of said Court:

The Petition of David S. Jenkins, Trustee, in this Cause, under appointment and by the order of this Honorable Court, respectfully represents:

ONE: That among the assets of the above named estate, there is on deposit in the County Trust Company of Maryland, the sum of $6,138.61, or more, as is shown by reference to the auditor's report herein filed.

TWO: That the aforesaid money, so deposited, earns two per cent as interest in connection with its deposit in the said County Trust Company of Maryland.

THREE: That Richard E. Heise and Eloise S. Heise, his wife, have applied to your Petitioner for a loan of $2,550 to be secured by a First Mortgage, covering the property of Richard E. Heise and Eloise S. Heise, located in the City of Annapolis, and known as 15 Dean Street, and improvements thereon, to bear interest at the rate of Five (5%) per cent, payable quarterly, and the said mortgage debt to mature and become due three years from the date of execution of the aforesaid mortgage.

FOUR: That your Petitioner, as Trustee, verily believes that a loan so secured is a safe and sound investment in that the property to be covered by the proposed mortgage is assessed at a value of $2,936 on the tax records of Anne Arundel Co., Md., as evidenced by a current tax levy filed herewith as Petitioner's Exhibit "A", and that a loan as aforesaid will be to the best interest of the estate and help produce revenue and, accordingly, submits this Petition to this Honorable Court and prays:

That he be authorized and directed to make a loan to the said Richard E. Heise and Eloise S. Heise, his wife, as above set forth, and secured by a mortgage as herein set forth.

AND as in duty bound, etc.

Robert W. Ogle
Solicitor for Trustee

David S. Jenkins
Trustee

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY that on this day of December, 1940, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David S. Jenkins, Trustee of the Trust Estate of Robert L. Werntz, and made oath in due form of law that the facts and amounts in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret V. Schmidt
Notary Public

Filed Dec. 6, 1940

Filed Dec 9 1940

Order of Court

Upon the foregoing Petition and Affidavit, it is ordered and decreed this 9th day of December, 1940, by the Circuit Court for Anne Arundel County, sitting in Equity, that the said David S. Jenkins, Trustee in this Cause, be ordered, and is hereby authorized to make a loan to Richard E. Heise and Eloise S. Heise, his wife, of Two Thousand Five Hundred and Fifty ($2,550) Dollars, from the assets of this estate, to be secured by a first mortgage, covering the property of the said Richard E. Heise and Eloise S. Heise, his wife, known as 15 Dean Street in the City of Annapolis, Maryland, which said Mortgage is to be duly recorded among the Land Records of Anne Arundel County, Maryland, and the said mortgage to bear interest at the rate of five (5%) per cent per annum, the payments of which are to be made quarterly, and the mortgage and debt thereby secured, to mature in three years from the date of execution thereof; and, the said David S. Jenkins, as Trustee, shall further make account of this transaction as required by the duties imposed upon him and by the rules of this Court.

Kingsley P. Malone A. J.

LIBER 76 PAGE 87

Richard E Heise
Lot 154 Map
Dean St

DO NOT DETACH THIS STUB

TAX LEVY—District No. 6 1940

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.

OFFICE HOURS
DAILY FROM 8 A.M. TO 3 P.M.
SATURDAY
FROM 8 A.M. TO 12 NOON

JOHN M. GREEN, TREASURER
ANNAPOLIS, MARYLAND

ASSESSMENT		
REAL & PERSONAL	SPECIAL	TOTAL
3936	4936	7936

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 1142

PAY YOUR TAXES EARLY AND SAVE DISCOUNT AND INTEREST

Present This Bill With Your Payment

COUNTY TAX · SCHOOL TAX · ROAD TAX · FIRE DEPT. $1.63

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

$0.2335 ON $100.00

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

	AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY REAL & PERSONAL	47.86		23 5
SPECIAL REAL & PERSONAL			
STATE REAL & PERSONAL	6.86	NONE	07
TOTAL TAX	54.72		2.42
DISCOUNT OR INTEREST	2.42		
TOTAL	57.14		

FOR 1940 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.	NONE	2%	NONE	½%
FEB.		2%		1 %
MAR.		NONE		1½%
APR.				2 %
MAY				2½%
JUNE				3 %
JULY				3½%
AUG.			½%	4 %
SEPT.			1 %	4½%
OCT.			1½%	5 %
NOV.				
DEC.				

Filed Dec. 6, 1940

In the Matter of	:	Equity #6776
The Trust Estate of Robert L. Werntz	:	In the Circuit Court for Anne Arundel County.
	:	

To the Honorable the Judges of Said Court:

THIS STATEMENT, made this 19th day of December, 1940, by the Trustee in the above entitled Trust Estate, is filed in connection with the Trustee's Petition for Leave of Court to make a loan of Two Thousand Five Hundred and Fifty ($2,550) Dollars, secured by a First Mortgage on the property known as Number 15 Dean Street, Annapolis, Maryland, to Richard E. Heise and Eloise S. Heise, his wife, and is prayed to be taken as a part thereof.

AND, your Petitioner respectfully represents:

ONE: That the property to be covered by the proposed mortgage is described as follows in a deed dated February 26, 1927 from Edward C. Heise and Virginia Heise, his wife to Richard E. Heise and Eloise S. Heise, his wife, and recorded among the Land Records of Anne Arundel County, Maryland in Liber F. S.R. 10, Folio 196:

BEGINNING; for the same at a point on the northwest side of said Dean Street 233 feet from the intersection of the said northwest side of Dean Street with the southwest side of Cathedral Street, and running thence with the northwest side of said Dean Street south 32 degrees 45 minutes west 40 feet to the line of lot No. 31, on the aforesaid plat; thence with the line of said lot No. 31, and at right angles to said Dean Street, 120.79 feet to the division line of the lot of ground heretofore conveyed to G. Clifton Sunderland by the said Edward C. Heise and wife, et al, by deed dated May 5, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 138, Folio 329; thence with said division line northeasterly 40 feet to the southwest line of lot No. 33, as laid down on said plat; thence with said line of Lot No. 33, and at right angles to said Dean Street; southeasterly, 120.79 feet to the northwest side of said Dean Street and the point of beginning. Being a part of the property which was conveyed to the said Edward C. Heise by J. Wirt Randall, Trustee, by deed dated May 4, 1904, and recorded among the Land Records of Anne Arundel County,

Filed Dec 19 1940

Maryland in Liber G. W. 37, Folio 38.

TWO: That the land is improved by a three-story, frame building, the lower story of which contains three rooms and a bath; the upper story of which contains four rooms and a bath, and the third story of which is a finished attic which is suitable for use as a bedroom and your Petitioner is informed that the said finished attic is now used as a bedroom.

THREE: That there is a cellar under the aforesaid building.

FOUR: That the building is heated by a hot air heating system, now four years old.

FIVE: That your Trustee has inspected the building and found it to be in very good condition.

SIX: That according to information received by your Trustee, from Mr. Heise, the price paid in 1927 by Mr. Heise for the house and land was Five Thousand ($5,000.00) Dollars, and that Mr. Heise had the house improved upon taking it over, at an additional cost of Eight Hundred ($800) Dollars.

SEVEN: That your Trustee believes the property, at this time, to be worth about Four Thousand Six Hundred Dollars.

EIGHT: That there are at this time, two mortgages on the property; the first of which is held by The Annapolis and Eastport Building Association in the amount of Three Thousand One Hundred ($3,100.00) Dollars, on which there is now due a balance of about Two Thousand Two Hundred and Ninety Dollars ($2,290) The above mentioned mortgage is to be paid off with the money to be loaned to Mr. Heise by your Trustee and the Building Association mortgage is to be released at the time of payment. The Second Mortgage on the property is held by a Miss Lillian P. Winslow, and was given as security of a loan of Two Thousand ($2,000) Dollars, and that your Trustee has obtained a Waiver of Priority of the Lien of the above mortgage from Miss Winslow in favor of the Mortgage to be executed by Mr. and Mrs. Heise to the Trust Estate of Robert L. Werntz.

NINE: That upon the release of the Annapolis and Eastport Building Association's mortgage and the recordation of the Waiver of Priority from Miss Winslow, the Trust Estate will hold a First Mortgage on the property described in this Statement.

AND AS IN DUTY BOUND, etc.

Trustee

STATE OF MARYLAND, County of Anne Arundel, to wit:

I HEREBY CERTIFY that on this 19th day of December, 1940, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Wentz, and made oath in due form of law that the matters and facts set forth in the foregoing Statement are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret W. Schmidt
Notary Public

EX PARTE	(	NO. 6776 EQUITY
	)	
IN RE TRUST ESTATE OF	(	IN THE CIRCUIT COURT FOR
	)	
ROBERT L. WERNTZ	(	ANNE ARUNDEL COUNTY

: : : : : : :

To the Honorable, the Judges of said Court:

The Petition of David S. Jenkins, Trustee in the above entitled case, respectfully represents:

FIRST: That he has received an application for a loan of Three Thousand ($3,000.00) Dollars on a mortgage from William C. Werntz and Elsie G. Werntz, his wife, they giving a first mortgage on their house and lot at No. One Hundred Forty-two (142) Prince George Street, in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, said mortgage to run for the period of ten (10) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

SECOND: That the title to the property has been examined by R. Tilghman Brice, III, Attorney, a certificate of title being filed herewith as "Exhibit No. 1."

THIRD: That the fair market value of the property is Eight Thousand Three Hundred ($8,300.00) Dollars, a certificate of two persons familiar with the value of said property being filed herewith as "Exhibit No. 2."

Therefore, your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to make a first mortgage loan of Three Thousand ($3,000.00) Dollars to the said William C. Werntz and Elsie G. Werntz, his wife, as hereinabove set forth.

AND as in duty bound, etc.,

TRUSTEE - PETITIONER

Filed Jan 23 1941

EXHIBIT NO. 1

I HEREBY CERTIFY, That I have examined the title to the property of William C. Werntz and Elsie G. Werntz, his wife, being house and lot at No. One Hundred Forty-two (142) Prince George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, being the same property which was conveyed to the said William C. Werntz and Elsie G. Werntz, his wife, by Jeannette F. Sterling, unmarried, by Deed dated the 24th day of July, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 110, folio 446, and I find the title to the said property to be good and marketable, and that the mortgage loan prayed for in the aforegoing Petition will constitute a first lien upon said property, all taxes, State, County and City, paid up to and including 1940, taxes for the year 1941 open and not paid.

R. Tilghman Brice, III, Attorney

Located at: 142 Prince George Street, Annapolis, Maryland.

Owned by: William C. Werntz and Elsie G. Werntz

		Appraised Value	Assessed Value
Land	59 x 46.38'	$ 2300.00	$ 1109.00
Building		$ 6000.00	$ 3460.00
Out Buildings		$	$
Total		$ 8300.00	$ 4569.00

Date July 15th, 1940

Signed Carroll Worthington
Appraiser.
James H. Murray

EXHIBIT NO. "2"

O R D E R

O R D E R E D by the Circuit Court for Anne Arundel County, in Equity, this 24th day of January, 1941, upon the foregoing Petition and Exhibits, that David S. Jenkins, Trustee, be and he is hereby authorized and directed to invest Three Thousand ($3,000.00) Dollars of the corpus of the Trust Estate of Robert L. Werntz, now in his hands, in a first mortgage from William C. Werntz and Elsie G. Werntz, his wife, on house and lot No. One Hundred forty-two (142) Prince George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, State of Maryland, being the same property conveyed to the said William C. Werntz and Elsie G. Werntz, his wife, by Jeannette P. Sterling, unmarried, by Deed datod the 24th day of July, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 110, folio 446, said mortgage to run for the period of ten (10) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

Filed Jan 24, 1941

Rigby P. Melvin
JUDGE

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT
ROBERT L. WERNTZ	:	FOR
	:	ANNE ARUNDEL COUNTY

:*:*:*:*:*:*:*:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David S. Jenkins, Trustee in the above entitled case, respectfully represents:

FIRST: That he has received an application for aloan of One Thousand One Hundred Fifty Dollars ($1,150.00) on a mortgage from Blanche Arnold Gladden, Widow, she giving a first mortgage on her houses and lots at Weems Creek, Second Election District of Anne Arundel County, State of Maryland, said mortgage to run for a period of three (3) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

SECOND: That the title to the property has been examined by Robert W. Ogle, Attorney, a certificate of title being filed herewith as "Exhibit No. 1".

THIRD: That the fair market value of the property is Five Thousand Dollars ($5,000.00), a certificate of David S. Jenkins, Trustee in the above entitled case, being filed herewith as "Exhibit No. 2".

THEREFORE, your Petitioner prays this Honorable Court to pass an order authorizing and directing him to make a first mortgage loan of One Thousand One Hundred Fifty Dollars ($1,150.00) to the said Blanche Arnold Gladden, Widow, as hereinabove set forth.

AND AS IN DUTY BOUND, ETC.

David S. Jenkins

TRUSTEE PETITIONER

Filed April 18 1941

EXHIBIT NO. 1

I HEREBY CERTIFY, that I have examined the title to the property of Blanche Arnold Gladden, being houses and lots at Weems Creek, Second Election District of Anne Arundel County, State of Maryland, being the same property which was conveyed to Thomas L. Gladden and Blanche Arnold Gladden, his wife, by George S. Kirkley and Rosamond M. Kirkley, his wife, by deed dated the 13th day of October, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, Folio 139, the said Thomas L. Gladden having departed this life, thereby vesting title to the said property to Blanche Arnold Gladden, his wife, saving and excepting four (4) lots of land heretofore conveyed therefrom; and I find the title to the said property to be good and marketable, and that the mortgage loan prayed for in the aforegoing Petition will constitute a first lien upon said property, all taxes, State and County, paid up to and including 1941.

ROBERT W. OGLE, ATTORNEY

LIBER 76 PAGE 96

Thos L. Gladden
Annapolis Md R.F.D. 3
3 + 234/1000 acres + Imp.
Weems Creek

DO NOT DETACH THIS STUB

TAX LEVY—District No. 2

4-15-41

1941

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JAMES A. WALTON, TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 3 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

ASSESSMENT			
REAL & PERSONAL	SPECIAL		TOTAL
4823	4823		4823

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES. INTEREST OR PENALTY.

INDEX NUMBER: 27910

Present This Bill With Your Payment

		AMOUNT	DISCOUNT	INTEREST & PENALTY
COUNTY TAX / ROAD TAX / SCHOOL TAX / FIRE DEPT. $2.30	COUNTY REAL & PERSONAL	11093		115
FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"	SPECIAL REAL & PERSONAL	531		
$0.2335 ON $100.00	STATE REAL & PERSONAL	11.26	NONE	
	TOTAL TAX	12750		
	DISCOUNT OR INTEREST	115		
	TOTAL	12865		

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

MEMORANDUM OF SPECIAL TAXES

SPECIAL TAXES	RATE	AMOUNT
ARUNDEL ON SAY EROSION BENEFIT TAX		$
ARUNDEL ON SAY EROSION DIST. TAX	$1.00	
ARUNDEL ON SAY SPECIAL TAX	.55	
SAY RIDGE EROSION BENEFIT TAX		
SAY RIDGE EROSION DIST. TAX	.20	
EPPING FOREST	.90	
HIGHLAND BEACH SPECIAL TAX	.60	
HERALD HARBOR SPECIAL TAX	.25	
MET. SEW'AGE COMM.	.41	
FIRE PLUGS WA	.07	
FIRE PLUGS HW	.05	
GARBAGE ZONE		531
TOTAL SPECIAL TAXES		$ 531

4-15-41

FOR 1941 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
JAN.		2%		
FEB.		2%		
MAR.			NONE	½%
APR.				1 %
MAY				1½%
JUNE				2 %
JULY				2½%
AUG.	NONE	NONE		3 %
SEPT.				3½%
OCT.			½%	4 %
NOV.			1 %	4½%
DEC.			1½%	5 %

EXHIBIT NO. 2

THIS STATEMENT, made this 18th day of April, 1941, by the Trustee, David S. Jenkins, in the Trust Estate of Robert L. Werntz, is filed in connection with the Trustee's Petition for Leave of Court to make a loan of One Thousand One Hundred Fifty Dollars ($1,150.00), secured by a first mortgage on the property situated at Weems Creek, Second Election District of Anne Arundel County, Maryland, to Blanche Arnold Gladden, Widow, and is prayed to be taken as a part thereof.

AND, your Petitioner respectfully represents:

ONE: That the land is improved by one-one story bungalow with modern conveniences and one large two story house, containing two apartments with modern conveniences therein; that the land consists of approximately three (3) acres of land, more or less, a portion of which is waterfront; that your Trustee has inspected the buildings and found them in good condition; that your Trustee believes the property at this time to be worth about Five Thousand Dollars ($5,000.00).

David S. Jenkins
DAVID S. JENKINS, TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of April, 1941, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts set forth in the foregoing Statement are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Rose Marie Reich
NOTARY PUBLIC

ORDER OF COURT

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 18th day of April, 1941, upon the foregoing Petition and Exhibits, that David S. Jenkins, Trustee, be and he is hereby authorized and directed to invest One Thousand One Hundred Fifty Dollars ($1,150.00) of the funds of the Trust Estate of Robert L. Werntz, now in his hands, in a first mortgage from Blanche Arnold Gladden, Widow, on house and lot at Weems Creek, Second Election District of Anne Arundel County, State of Maryland, being the same property conveyed to the said Thomas L. Gladden and Blanche Arnold Gladden, his wife, by George S. Kirkley and Rosamond M. Kirkley, his wife, by deed dated the 13th day of October, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, Folio 139, the said Thomas L. Gladden having departed this life, thereby vesting title to the said property to Blanche Arnold Gladden, his wife, saving and excepting four (4) lots of land heretofore conveyed therefrom, said mortgage to run for a period of Three (3) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

Filed April 18, 1941

Ridgely P. McLain A.J.

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT
ROBERT L. WERNTZ	:	FOR
	:	ANNE ARUNDEL COUNTY

:*:*:*:*:*:*:*:*:*:*:*:*

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of David S. Jenkins, Trustee in the above entitled case, respectfully represents:

FIRST: That by order of this Honorable Court dated April Eighteen, Nineteen Hundred and Forty-One, he was authorized and directed to make a loan of One thousand, One hundred and Fifty dollars ($1,150) to Blanche Arnold Gladden, she giving a first mortgage on her houses and lots at Weems Creek, Second Election District of Anne Arundel County, State of Maryland. That the aforesaid mortgage has been duly executed and left for recordation among the land records of Anne Arundel County.

SECOND: That the aforesaid Blanche Arnold Gladden has applied to your trustee for an additional loan of One Thousand Dollars ($1,000) to be secured by a second mortgage on the above named property, said mortgage to run for a period of three (3) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

THIRD: That the title to the property has been examined by Robert W. Ogle, Attorney, a certificate of title being filed herewith as "Exhibit No. 1."

FOURTH: That the fair market value of the property is Five Thousand Dollars ($5,000.00), a certificate of David S. Jenkins, Trustee in the above entitled case, being filed herewith as "Exhibit No. 2."

THEREFORE, your Petitioner prays this Honorable Court to pass an order authorizing and directing him to make a second mortgage loan of One Thousand Dollars ($1,000) to the said Blanche Arnold Gladden, Widow, as hereinabove set forth.

AND AS IN DUTY BOUND, ETC.

David S. Jenkins
TRUSTEE PETITIONER

Filed May 7, 1941

EXHIBIT NO. 1

I HEREBY CERTIFY, that I have examined the title to the property of Blanche Arnold Gladden, being house and lot at Weems Creek, Second Election District of Anne Arundel County, State of Maryland, being the same property which was conveyed to Thomas L. Gladden and Blanche Arnold Gladden, his wife, by George S. Kirkley and Rosamond M. Kirkley, his wife, by deed dated the 13th day of October, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, Folio 139, the said Thomas L. Gladden having departed this life, thereby vesting title to the said property to Blanche Arnold Gladden, his wife, saving and excepting four (4) lots of land heretofore conveyed thereform; and I find the title to the said property to be good and marketable, and that the mortgage loan prayed for in the aforegoing Petition will consititue a second lien subject to a first lien held by the David S. Jenkins, trustee of the Trust Estate of Robert L. Werntz.

Robert W. Ogle

ROBERT W. OGLE, ATTORNEY

EXHIBIT NO. 2

THIS STATEMENT, made this 7th day of May, 1941, by Trustee, David S. Jenkins, in the Trust Estate of Robert L. Werntz, is filed in connection with the Trustee's Petition for Leave of Court to make a loan of One Thousand Dollars ($1,000.00) secured by a second mortgage on the property situated at Weems Creek, Second Election District of Anne Arundel County, Maryland, to Blanche Arnold Gladden, Widow, and is prayed to be taken as a part thereof.

AND, your Petitioner respectfully represents:

ONE: That the land is improved by one-one story bungalow with modern conveniences and one large two story house, containing two apartments with modern conveniences therein; that the land consists of approximately three (3) acres of land, more or less, a portion of which is waterfront; that your Trustee has inspected the buildings and found them in good condition; that your Trustee believes the property at this time to be worth about Five Thousand Dollars ($5,000.00).

David S. Jenkins

DAVID S. JENKINS, TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTRY, TO WIT:

I HEREBY CERTIFY, that on this 7th day of May, 1941. before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts set forth in the foregoing Statement are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Beatrice A. Velenovsky

NOTARY PUBLIS

ORDER OF COURT

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 7th day of May, 1941, upon the foregoing Petition and Exhibits, that David S. Jenkins, Trustee, be and he is hereby authorized and directed to invest One Thousand Dollars ($1,000) of the corpus of the Trust Estate of Robert L. Werntz, now in his hands, in a second mortgage from Blanche Arnold Gladden, Widow, on houses and lot at Weems Creek, Second Election District of Anne Arundel County, State of Maryland, being the same property conveyed to the said Thomas L. Gladden and Blanche Arnold Gladden, his wife, by George S. Kirkley and Rosamond M. Kirkley, his wife, by deed dated the 13th day of October, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20, Folio 139, the Said Thomas L. Gladden having departed this life, thereby vesting title to the said property to Blanche Arnold Gladden, his wife, saving and excepting four (4) lots of land heretofore conveyed therefrom, said mortgage to run for a period of Three (3) years and to bear interest at the rate of Five (5%) per cent per annum, said interest payable quarterly.

Filed May 7, 1941

Rigby A. Melvin A.J.

IN THE MATTER OF THE TRUST ESTATE OF ROBERT L. WERNTZ	:	EQUITY NO. 6776 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of David S. Jenkins, Trustee, respectfully shows unto your Honors:

FIRST. That the said David S. Jenkins, Trustee, acting under authority of an Order passed in this Honorable Court on the 17th day of June, - - - - - -, 19 40, has sold to Arthur Costan the following described property situate and lying in the City of Annapolis, Maryland, being all that unimproved lot of ground lying on the east side of Conduit Street, known as the Colonial Theatre lot, being the same property acquired by the late Robert L. Werntz described in the following deeds, one recorded in Liber W.N.W. No. 31, folio 36, and the other recorded in Liber G.W. No. 20, folio 459 of the Land Records of Anne Arundel County, Maryland; subject to a lease in favor of Thomas S. Clark at a rental of Thirty Dollars monthly, expiring September 1, 1942; at and for the sum of Six Thousand six hundred and Seventy-five Dollars ($6,675.00). of which Five Hundred Dollars ($500.00) has been paid, and the balance to be paid on or before December 27, 1942, or as soon as the sale is ratified by this Court; as shown by Contract of Sale, dated November 27, 1941, and filed herewith as a part hereof.

Filed Jany 19, 1942

Second. Your Trustee further reports that the sale was fairly made, and that the purchasers are entitled to receive a deed for said property upon the payment of the balance of the purchase price.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property upon the payment of the balance of the purchase price.

AND, AS IN DUTY BOUND' etc.

David S. Jenkins, Trustee

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

I hereby certify that on this 16th day of January, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared David S. Jenkins, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

Granville Lee Meredith
Notary Public

January 16, 1942

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of $6,675.00 is a fair and adequate price for said property.

James H. Murray
James H. Murray

Fred Schoen
Fred Schoen

Filed Feb 12, 1942

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 12th day of ~~January~~ February, in the year 1942, that the contract of Sale entered into between David S. Jenkins, Trustee, as aforesaid, and Arthur Costan, for the purchase of property on the

east side of Conduit Street, Annapolis, Maryland, known as the Colonial Theatre lot, at and for the sum of $6,675.00, be and the same is hereby approved and ratified; and that David S. Jenkins, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid and the terms complied with in full.

Rigby S. Melvin
Judge

Ex Parte, In the Matter of	:	Equity No. 6776
	:	In the Circuit Court for
The Trust Estate of Robert L. Werntz	:	Anne Arundel County

. . . . . : . . . . . .

I, the undersigned, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Petition and Contract of Sale.

Arthur Costan

Arthur Costan

I, as Trustee, of the State of Robert L. Werntz, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the foregoing Petition and Contract of Sale.

David S. Jenkins

David S. Jenkins, Trustee

CONTRACT OF SALE

This Agreement, *Made this* 27th *day of* November *nineteen hundred and* forty-one *between* DAVID S. JENKINS, TRUSTEE OF THE ESTATE OF ROBERT L. WERNTZ

of the first part, and ARTHUR COSTAN, of Charlottesville, Va.

of the second part

Witnesseth, *That the said part* y *of the first part do hereby bargain and sell unto the said part* y *of the second part, and the latter doth hereby purchase from the former the following described property situate and lying in* the City of Annapolis, Maryland, being all that unimproved lot of ground lying on the east side of Conduit Street, known as the Colonial Theatre lot, being the same property acquired by the late Robert L. Werntz described in the following deeds, one recorded in Liber W.N.W. 31, folio 36 and the other recorded in Liber T.W. 20 folio 459 of the Land Records of Anne Arundel County, Maryland; subject to a lease in favor of Thomas S. Clark at a rental of Thirty Dollars monthly, expiring Sept. 1, 1942. This contract is also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of Six Thousand Six Hundred and Seventy-five *Dollars*

of which Five hundred and 00/100 *Dollars*

having been paid prior to the signing hereof and the balance to be paid as follows: in cash on or before the 27th day of December, 1942 or as soon as the sale is ratified by the above Court.

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 clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Cost of Revenue and State Stamps to be equally divided.

TEST:

David S. Jenkins, Trustee *(Seal)*

of the Estate of Robert L. Werntz *(Seal)*

(Seal)

(Seal)

(Seal)

Arthur Costan *(Seal)*

CHARLES F. LEE
REAL ESTATE & INSURANCE
(DIAL 3461)
LEE BUILDING ANNAPOLIS, MD.

Ex Parte, In the Matter of : Equity No. 6776
In the Circuit Court
The Trust Estate of Robert L. Werntz : For Anne Arundel County

. . . . . .

To the Honorable, the Judge of Said Court:

The Petition of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, Respectfully represents:

ONE: That among the real properties owned by the above named Estate is a tract of land containing Two hundred fifty-one and one-half acres of land, more or less, according to a plat made on September 23, 1940 by J. R. Mc Crone, Engineer and Surveyor, situate, lying, and being in the Third Election District of Anne Arundel County, and known as the "Spriggs Farm."

TWO: That the aforesaid tract of land was acquired by Robert L. Werntz from Alice V. Brown and Charles W. Brown of Anne Arundel County by a deed dated October 2, 1909 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 68, folio 455 (incorporated herein by reference), and is divided into two adjoining tracts of land, thefirst of which is generally known as "Ulmstead Point" on the Magothy River and contains One hundred sixty-three acres of land, more or less, and the second of which contains eighty-eight and one-half acres, more or less, the whole being known as the "Spriggs Farm" as aforesaid, having been, at one time, part of the land of James Spriggs.

Filed April 4 1942

THREE: That at the request of your Trustee, Carey L. Meredith and Fred Schoen, of Anne Arundel County, both of whom are familiar with real estate values in said County have inspected the aforesaid "Spriggs Farm", and having appraised it at Seventeen Thousand Dollars ($17,000.00). A letter from the aforesaid persons to the Petitioner is filed herewith as "Petitioner's Exhibit A" and prayed to be taken as a part hereof.

FOUR: That Charles B. Lynch of Anne Arundel County has offered to purchase the aforesaid tract of land known as the "Spriggs Farm" at and for the price of Thirty-five Thousand Dollars ($35,000.00) according to the terms of a Contract of Sale filed herewith as "Petitioner's Exhibit B" and prayed to be taken as a part of this petition, this offer to purchase at this price having been made through J. Brooks Mellor, Real Estate Agent, on behalf of the Werntz estate, his commission being 5% of the purchase price.

*

FIVE: That your Petitioner as Trustee verily believes that the sale of the aforesaid parcel of land will be to the best interest of the Trust Estate of Robert L. Werntz.

SIX: That your Petitioner as Trustee verily believes that the price of Thirty-five Thousand Dollars ($35,000.00) is a good and fair market price for the aforesaid parcel of land, and is willing to sell this property at that price and in accordance with the Contract of Sale filed herewith as "Petitioner's Exhibit B" upon receiving permission of this Honorable Court to do so.

SEVEN: That both the Petitioner and Charles B. Lynch, the prospective purchaser, have agreed that the mortgage mentioned herein and in the Contract of Sale shall be so drafted as to retain and include all of the property to be sold and mortgaged according to the Contract of Sale as security for the mortgage indebtedness until the balance due under the mortgage be paid in full, and it is the desire of your Trustee that should this Honorable Court allow your Petitioner to enter into the Contract filed herewith that this Court order that the aforementioned agreement between the Petitioner and Charles B. Lynch be incorporated in the mortgage mentioned in the aforesaid Contract.

Wherefore, your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to execute the Contract of Sale filed herewith, subject to the conditions and provisions thereof, and upon fulfillment of those provisions of the Contract to accept a mortgage in accordance with the provisions thereof, and that the Court further Order that the mortgage mentioned herein include a provision in accordance with Paragraph 7 of this Petition.

AND AS IN DUTY BOUND, etc.

Robert M. Ogle
Solicitor for Petitioner

David B. Jeffries
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

JOSEPHINE SWEENEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Josephine Sweeney
Notary Public

ORDER OF COURT

Upon the aforegoing Petition, Affidavit, and Exhibits, it is hereby Ordered by the Circuit Court For Anne Arundel County, sitting in Equity, this 14th day of April, 1942, that David S. Jenkins, Trustee herein, be and is hereby authorized, directed, and empowered to execute the Contract of Sale filed herewith as "Petitioner's Exhibit B", subject to the condition therein set forth upon receipt of the payment of One Thousand Dollars ($1,000.00) as therein set forth, and that upon receipt of Four Thousand Dollars ($4,000.00) as therein stipulated that the said David S. Jenkins, Trustee, is hereby authorized, directed, and empowered to execute a good and sufficient deed conveying all the right, title and interest of the Estate of Robert L. Werntz, in and to the property as set forth in this Petition and the Contract of Sale filed herewith to and unto Charles B. Lynch; and that the said David S. Jenkins be and is hereby authorized, directed, and empowered to accept from Charles B. Lynch a purchase money first mortgage upon the said property as security for the payment of the balance of the purchase price, namely Thirty Thousand Dollars ($30,000.00) as set forth in the Contract of Sale filed herewith and according to the terms of said Contract of Sale.

It is further ADJUDGED, ORDERED, AND DECREED that the aforesaid mortgage to secure the aforementioned balance due on the purchase price be so drafted as to retain and include all of the property sold and mortgaged hereunder as security for the mortgage indebtedness until the balance due thereunder be paid in full.

Ridgely P. Melvin A.J.

Filed April 4, 1942

4/14/42 Order re-affirmed, after interlineation in the Trustee's petition on page one thereof by leave of Court "(*)" and allowing the real estate broker's commission 7.5% therein mentioned

Ridgely P. Melvin
Judge

Filed April 14, 1942

CONTRACT OF SALE.

THIS AGREEMENT, made this 26th. day of March, 1942 between the ROBERT ARNOLD ESTATE, party of the first part and CHARLES B. LYNCH, party of the second part,

WITNESSETH, that the first parties do hereby bargain and sell to the second party and the latter doth purchase from the former, the following described property, situate, lying and being in the third district of Anne Arundel County, Maryland, which is that particular tract or tracts of land called the " SPRIGGS " farm, containing 251-½ acres of land more or less divided into two adjoining tracts; tract # 1 containing 163 acres and generally known as " ULMSTEAD POINT " on the Magothy river # 2 tract containing 88-½ acres, both of which tracts are shown on a plat made by J. Roy McCrone, engineer and surveyor, dated Sep/ 23rd., 1940, which plat was made from a deed dated October 4th., 1909, for reference see Liber G.W.68 Folio 455.

Filed April 4, 1942

AT AND FOR the price of THIRTY-FIVE THOUSAND DOLLARS, ($ 35000.00) of which sum ONE THOUSAND DOLLARS, ($ 1000.00) has been paid prior to the execution of this agreement and the balance is to be paid as follows: FOUR THOUSAND DOLLARS shall be paid in cash within 30 days from date and the first party does agree to accept a first mortgage on the property in the sum of THIRTY THOUSAND DOLLARS, which mortgage will bear interest at the rate of Three percentum per annum payable semi-annually and will run for nine years, but the second party shall have the privilege of paying off the mortgage in its entirety or of reducing it at any time prior to its maturity.

It is further expressly agreed to by the second party that the mortgage shall be amortized each three years from this date of its execution by the sum of FIVE THOUSAND DOLLARS.

UPON payment of the above mentioned sum of money and the execution of the mortgage, the first party agrees to execute a good and merchantable deed to the secont parto at his expense, it being mutually agreed by the parties to this instrument that taxes shall be adjusted to date of settlement and documentary stamps shall be

divided as to cost, time being of the essence.

WITNESS THE HANDS AND SEALS of the contracting parties hereto.

Witness. ----------(SEAL)

Witness: ----------(SEAL)

LIBER 76 PAGE 114

The Farmers National Bank of Annapolis

ORGANIZED 1806 NATIONALIZED 1865

CAREY L. MEREDITH, PRESIDENT
DR. W. H. HOPKINS, VICE PRESIDENT
D. H. NICHOLS, 3RD VICE PRES. & CASHIER
H. G. RULLMAN, ASST. CASHIER

Annapolis, Md.

March 31, 1942

Mr. David S. Jenkins, Trustee
Annapolis, Maryland

Dear Sir:

We have gone over the "Spriggs" farm containing two hundred and sixty-five (265) acres of land and appraise same at $17,000.00.

Yours very truly,

C. H. Meredith
Fred Schoen

Filed April 4, 1942

Petitioner's Exhibit A

E X P A R T E	:	IN THE CIRCUIT COURT
IN RE TRUST ESTATE OF	:	FOR ANNE ARUNDEL COUNTY (In Equity)
ROBERT L. WERNTZ	:	Equity Docket No. 9 folio 89
	:	Equity No. 6776

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Charles B. Lynch respectfully shows unto Your Honor:-

1. That on the petition of David S. Jenkins, Substituted Trustee in the above entitled case filed herein on April 4th., 1942, this Honorable Court authorized, directed and empowered said trustee to execute the contract of sale filed as an exhibit with said petition, said contract being for the sale to this petitioner of two tracts of land in the Third Election District of Anne Arundel County said to contain 251½ acres of land, more or less, at and for the sum of $35,000.00.

Filed April 27, 1942

2. That in the course of the examination of the titles to said tracts of ground, the attorney for your petitioner has discovered certain discrepancies or irregularities in the several descriptions occurring in the chain of title and in order that the property may be conveyed by a correct description, your petitioner has engaged the services of Edward V. Coonan & Co., reputable surveyors of Baltimore City, to survey said tracts and to prepare a correct description thereof to be incorporated in the deed to be executed by said trustee, but your petitioner is advised that said survey and description cannot be completed within the time provided in said contract of sale for the settlement and transfer of said property.

3. That your petitioner has no desire to hinder or delay the consummation of said contract and on the contrary alleges that he is willing and anxious to complete the purchase but he feels that he is entitled to sufficient time to have the matter handled in a careful and proper manner and be-

cause said contract of sale contains a "time of the essence" clause, your petitioner desires to have his rights under said contract properly protected by an order of this Honorable Court.

4. That in making said purchase, your petitioner acted on behalf of himself and his wife, Lillian M. Lynch, but in the preparation of said contract of sale and the aforesaid petition, the name of the wife of your petitioner was inadvertently omitted and your petitioner desires that he and his said wife, Lillian M. Lynch, be substituted as the purchasers in the place and stead of your petitioner alone.

WHEREFORE your petitioner prays Your Honor to pass an order extending to May 15th., 1942 the time for compliance with the terms of said Contract of Sale hereinbefore mentioned and substituting the names of Charles B. Lynch and Lillian M. Lynch, his wife, as the purchasers of said property in the place and stead of your petitioner alone.

And as in duty bound etc.

Howard C. Wilcox
Howard C. Wilcox
Solicitor for Petitioner

Charles B. Lynch
Charles B. Lynch Petitioner

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

I HEREBY CERTIFY, that on this 27th day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles B. Lynch, the within named petitioner, 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 his knowledge, information and belief.

AS WITNESS my hand and Notarial seal.

J. DeCourcy Brennan
J. DeCourcy Brennan Notary Public

CONSENT.

We hereby consent to the passage by the Court of the Order as prayed in the aforegoing Petition.

David S. Jenkins, Trustee in Estate of Robert L. Werntz

Lillian M. Lynch

O-R-D-E-R

UPON the aforegoing Petition, affidavit and consent, it is ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) this 27th day of April, 1942 that the time for the performance of the terms of the Contract of Sale filed as an Exhibit with and referred to in the petition filed with this Court on April 4th. 1942, be, and the same is hereby extended to May 15th. 1942 and that CHARLES B. LYNCH and LILLIAN M. LYNCH, his wife, be, and they are hereby substituted as the purchasers of said property in the place and stead of Charles B. Lynch alone.

Filed April 27, 1942

Judge

EX PARTE	:	NO.6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT
ROBERT L. WERNTZ	:	FOR
	:	ANNE ARUNDEL COUNTY

:*:*:*:*:*:*:*:*:*

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of David S. Jenkins, Substituted Trustee, in this Cause, respectfully represents:

ONE: That in accordance with the Order of this Honorable Court passed on April 4, 1942 and reaffirmed on April 14, 1942; and in accordance with the Order of this Court on the petition of Charles B. Lynch filed herein on April 27, 1942, your Trustee has sold to Charles B. Lynch and Lillian M. Lynch, his wife, the property of this Estate located on the Magothy River and known as "The Spriggs Farm" at and for the sum of Thirty Five Thousand ($35,000.00) Dollars.

TWO: That on May 15, 1942 your Trustee received Four Thousand ($4000.00) Dollars as stipulated in the contract of sale filed with his petition of April 4, 1942, and on that day executed a deed conveying all of the right, title and interest of the Trust Estate of Robert L. Werntz in and to the property, as set forth in the petition of April 4, 1942 and the contract of sale filed therewith as petitioners "Exhibit A", to and unto Charles B. Lynch and Lillian M. Lynch, his wife, and at the same time accepted a purchase money first mortgage upon the aforesaid property from Charles B. Lynch and Lillian M. Lynch, his wife, in the amount of Thirty Thousand ($30,000.00) Dollars, representing the balance of the purchase price.

THREE: That your Trustee rendered unusual services to the Estate in connection with the aforesaid sale and attended to a number of the details and transactions in connection therewith, up to the completion and consummation thereof, and that he is entitled to a special commission or compensation for services of an unusual nature,

Filed May 26, 1942

the said special services including the following:

Negotiations for the sale of this property began in November, 1940, shortly after the appointment of your petitioner as trustee, and an offer of $32,000.00 was received at that time. Several visits were made by your petitioner to the property in company with the prospective purchaser, the property was surveyed and blue prints made for development of the tract. However, this sale was not consummated because of the fact that terms submitted by the prospective purchaser for the subdivision and development of the property were not satisfactory to the trustee, as they provided only for the sale of the water front property without a proportionate part of the back land. Later, in March, 1942, negotiations were begun with Charles B. Lynch for the sale of this property, and an offer of $35,000.00 was subsequently received by the Trustee, through Brooks Mellor, real estate agent. After several conferences with the agent and the prospective purchaser and visits with them to the property, terms were agreed on for the sale of said property to the said Charles B. Lynch at the price offered, which sale has been reported to the Court by your petitioner and finally ratified on April 14, 1942.

WHEREFORE, your Trustee prays this Honorable Court to pass an Order allowing him, out of the purchase price, such special commission or compensation as this Honorable Court may deem just and proper, in connection with the aforesaid sale.

AND AS IN DUTY BOUND, ETC.

David S. Jenkins
TRUSTEE IN THE TRUST ESTATE OF
ROBERT L. WERNTZ

Robert B. Dyke
ATTORNEY FOR TRUSTEE

ORDER OF COURT

ORDERED this 28th day of May, 1942, by the Circuit Court for Anne Arundel County, in Equity, that David S. Jenkins, Trustee of the Trust Estate of Robert L. Werntz, be and he is hereby allowed Eight hundred and seventy five as Trustee's Compensation for special services ~~commission~~ for the sale of the real estate set forth in this Petition, and that he be required to account for the same according to the Rules of this Court and the Law in such cases provided.

Filed May 28, 1942

Rogers Motter A.J.

We are aware of the circumstances under which the sale of the Magothy River property of the Werntz Estate, known as the Spriggs Farm, was made to Mr. Charles B. Lynch of Severna Park, and we are of the opinion that a fee of 2½% of the selling price is most reasonable and justified.

Charles F. Lee

Leary L. Meredith

Ex Parte, In the Matter of	:	Equity No. 6776
		In the Circuit Court
The Trust Estate of Robert L. Werntz	:	For Anne Arundel County

. . . . . : . . . . . .

To the Honorable, the Judge of Said Court:

The Petition of David S. Jenkins, Trustee in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the real properties owned by the above named estate is a tract of land known as part of "Belle Grove Farm" containing Sixty (60) acres of land, more or less, and located on West River in the First Election District of Anne Arundel County, Maryland.

TWO: That the aforesaid tract of land was acquired by Robert L. Werntz, the Settlor of this Trust, from J. Nevitt Simmons and Louis B. Myers and Elsie T. Myers, his wife, of Anne Arundel County, Maryland, by deed dated August 29, 1924 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 74, folio 271.

THREE: That at the request of your Trustee, Carey L. Meredith and Fred Schoen of Anne Arundel County, both of whom are familiar with real estate values in said County have inspected the aforesaid property, and have appraised it at Ten Thousand Two Hundred and fifty Dollars ($10,250.00). A letter from the aforesaid persons to the Petitioner is filed herewith as "Petitioner's Exhibit A" and prayed to be taken as a part hereof.

FOUR: That John Nevitt Simmons and S. Aubrey Simmons of this County have offerred to purchase the above tract of land from your Trustee at and for the sum of Twelve Thousand One Hundred Dollars ($12,100.00), and your Trustee has entered into a Contract of Sale with the aforesaid persons to sell this property to them at that price, said Contract of Sale is filed herewith as "Petitioner's Exhibit B".

FIVE: That the above named purchase price is to be subject to a real estate agent's commission of 5 per cent to be paid to Charles F. Lee.

Filed June 9, 1942

SIX: That John Nevitt Simmons and S. Aubrey Simmons, the above named purchasers, have indicated to your Trustee that they are ready and willing to comply with an Order of Court immediately ratifying this sale upon payment of the purchase price.

SEVEN That your Petitioner as Trustee verily believes that the sale of the aforesaid parcel of land will be to the best interest of the Trust Estate of Robert L. Werntz.

EIGHT: That your Petitioner as Trustee verily believes that the price of Twelve Thousand One Hundred Dollars ($12,100.00) is a good and fair market price for the aforesaid parcel of land, and is willing to sell this property at that price and in accordance with the Contract of Sale filed herewith as "Petitioner's Exhibit B" upon receiving permission of this Honorable Court to do so.

Wherefore, your Petitioner prays this Honorable Court to pass an Order authorizing and directing him to comply with the Contract of Sale as therein exhibited by executing to the purchasers, John Nevitt Simmons and S. Aubrey Simmons, a deed conveying the properties mentioned in the aforegoing Contract of Sale, upon receipt of the balance of the purchase price as therein set forth.

AND AS IN DUTY BOUND, etc.

Robert W. O'Ne
Solicitor for Petitioner

David S. Jenkins
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of June, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Josephine Sweeney
Notary Public

JOSEPHINE SWEENEY NOTARY PUBLIC ANNE ARUNDEL COUNTY

Annapolis, Md.
April 6, 1942

Mr. David S. Jenkins, Trustee
Estate of Robert L. Werntz
Annapolis, Md.

Dear Sir:

As per your request we, the undersigned, have inspected the Belle Grove property on West River containing sixty acres, more or less, for the purpose of ascertaining its present value, and we hereby appraise same at $10,250.00.

Respectfully submitted,

Fred Schoen (SEAL)
Fred Schoen

Carey L. Meredith (SEAL)
Carey L. Meredith

"Exhibit A"

CONTRACT OF SALE

This Agreement, *Made this* 2nd *day of* June *nineteen hundred and* forty-two *between* DAVID S. JENKINS, TRUSTEE FOR THE ESTATE OF R. L. WERNTZ *of the first part, and* JOHN NEVITT SIMMONS AND S. AUBREY SIMMONS *of the second part*

LIBER 76 PAGE 125

Witnesseth, *That the said party of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former the following described property situate and lying in* the First District of Anne Arundel County, Maryland, being all that tract of land on West River known as the residue of the Belle Grove Farm, estimated now to contain sixty acres, more or less.

At and for the price of Twelve Thousand One hundred and - 00/100 *Dollars of which* One thousand and - - - - - 00/100 *Dollars having been paid prior to the signing hereof and the balance to be paid as follows:* in cash within thirty days from the date of this contract.

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 clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Cost of Revenue & State Stamps to be equally divided.

TEST:

Hand Truffin (Seal)

Trustee (Seal)

Estate of Robert L Werntz (Seal)

(Seal)

John Nevitt Simmons (Seal)

S. Aubrey Simmons (Seal)

"Exhibit B"

CHARLES F. LEE
REAL ESTATE & INSURANCE
(DIAL 2461)
LEE BUILDING ANNAPOLIS, MD.

LIBER 76 PAGE 126

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

In the Circuit Court for Anne Arundel County.
No. 6776 Equity.

Ex-Parte, In the Matter of the Trust Estate of Robert L. Worntz.

Ordered, this 9th day of June, 1942, that the private sale of the property, part of Belle Grove Farm, mentioned in these proceedings, made and reported by David S. Jenkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

10TH DAY OF JULY NEXT:

provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July, next.

The report states the amount of sales to be $12,100.00.

JOHN H. HOPKINS, 3RD, Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3RD, Clerk.

ju-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1942

We hereby certify, that the annexed Order Nisi

no. 6776 Equity

Robert L. Worntz

Filed July 13, 1942

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 10th day of July, 1942 The first insertion being made the 11th day of June, 1942

THE CAPITAL-GAZETTE PRESS, INC.

By D. J. Hansel

No. MG 4969

LIBER 76 PAGE 127

Order Nisi

Ex Parte, In the Matter of the Trust Estate of Robert L. Wernitz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 9th day of June, 1942, That the sale ~~of the~~ Private of the property, part of Belle Grove Farm, mentioned in this proceeding made and reported by David S. Jenkins Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July next.

The report states that the amount of sales to be $ 12,100.00

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

Filed June 9, 1942

(Final Order)

Ex Parte, In the Matter of the Trust Estate of Robert L. Wernitz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 1942 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Philip O. Melvin

Judge

Filed July 15, 1942

Ex Parte, In the Matter of	:	No. 6776 Equity
		In the Circuit Court
The Trust Estate of Robert L. Werntz	:	For Anne Arundel County

. . . . . : . . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE. That among the real properties owned by the aforesaid estate is a tract or parcel of land situate in the City of Annapolis, located on the southwest side of Cathedral Street and fronting thereon twelve (12) feet.

TWO. That your Trustee acquired title to the aforesaid property from Robert W. Ogle, Assignee, by a deed dated the day of June, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. folio

THREE. That the aforesaid lot and parcel of land is described as follows: in a deed from Melissa Brown, Widow to Robert L. Werntz, et al, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 63, folio 120, that is to say:

Beginning for the same at a point on the southwest side of Cathedral Street distant in a northwest direction about one hundred and ten feet from the west corner of Charles and Cathedral Streets, thence running northwesterly with the southwest side of Cathedral Street twelve feet, thence southwesterly about eighty feet to an alley six feet wide, thence with said alley in a southeasterly direction about eleven feet six inches to an alley ten feet wide leading to Cathedral Street, thence with the said last mentioned alley in a northeasterly direction about eighty feet to the point of beginning on Cathedral Street with the right of way through and over said two alleys as a means of ingress and egress to and from said property.

FOUR. The aforesaid lot or parcel of land has thereon situated a shell and unusable remains of a former two story dwelling of no particular value, which state of said building is beyond a reasonable repair for use.

FIVE. That for a number of years and because of its condition and location this property has yielded no income but has been a burden by way of tax expense, etc. to the Estate.

Filed 5 Aug. 1962.

SIX. That your Trustee has received a number of offers to purchase the aforesaid property and that all of the offers up to the time of the filing of this report and the offer set forth herein have been considered insufficent by your Trustee.

SEVEN. That your Trustee acting under authority of an order passed in this Honorable Court on the 17th. day of June, 1940 has sold the above mentioned property to Tilden O. Atwell at and for the sum of One Hundred and Fifty Dollars ($150.00) of which Twenty Five Dollars ($25.00) has been paid, and the balance is to be paid as soon as the sale is ratified by this Court, as shown by the contract of sale filed herewith as Trustees "Exhibit A".

EIGHT. That your Trustee has not attached hereto a certificate of appraisal by real estate dealers because the sum involved in this transaction would be greatly reduced by the cost of such an appraisal.

NINE. Your Trustee further reports that the sale was fairly made and that he verily believes that the price of One Hundred and Fifty Dollars is a good and fair market price for the aforesaid parcel of land.

NOW, THEREFORE, Your Trustee prays your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this report and the exhibit filed herewith unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
SOLICITOR FOR TRUSTEE

David S. Jenkins
DAVID S. JENKINS, TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4th day of August, 1942, before me the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

JOSEPHINE SEVERNY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Josephine Severny (Mason)
NOTARY PUBLIC

CONTRACT OF SALE—Form 19. LIBER 76 PAGE 130

THIS AGREEMENT, Made this 29, day of July nineteen hundred and forty-two, between David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

of the first part, and Tilden O. Atwell

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County, known and designated as No. 35 Cathedral Street, Annapolis, Maryland, and fronting on the said Cathedral Street 12 feet. The said lot or parcel of land being more fully described in a deed from Melissa Brown, widow, to Robert L. Werntz, et al, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 63, folio 120.

At and for the price of One Hundred Fifty Dollars,

of which Twenty-five Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

Balance to be paid on or before September 3, 1942. Or upon the final ratification and confirmation of this sale by the Circuit Court of Anne Arundel County.

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

Taxes, insurance, and other encumbrances to be paid or allowed for by the Vendor to September 3, nineteen hundred and forty-two

Time is the essence of this contract.

Witness our hands and seals.

TEST: as to both

Robert W. Ogle

David S. Jenkins Trustee [SEAL]
Estate of Robert L. Werntz [SEAL]
Tilden O. Atwell [SEAL]
[SEAL]

TRUSTEE'S "EXHIBIT A"

LIBER 76 PAGE 131

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1942

We hereby certify, that the annexed Order Nisi No. 6776 Equity Robert L. Wernitz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 7th day of September, 1942. The first insertion being made the Eighth day of August, 1942

THE CAPITAL-GAZETTE PRESS, INC.

By Anne Bennett

No. E. C. 5081

ORDER NISI

In The Circuit Court For
Anne Arundel County
No. 6776 Equity

In the Matter of the Trust Estate of
Robert L. Wernitz

Ordered, this 5th day of August, 1942, That the sale of the property mentioned in these proceedings made and reported by David S. Jenkins, trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

7TH 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 7th day of September next.

The report states that the amount of sales to be $150.

JOHN H. HOPKINS, 3rd, Clerk

True Copy,

Test: JOHN H. HOPKINS, 3rd, Clerk

a-20

Filed 17 Sept. 1942

LIBER 76 PAGE 132

Order Nisi

In the Matter of the Trust Estate of

versus

Robert L. Wentz

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6226 Equity

Ordered, this 5 day of August, 1942 That the sale of the property mentioned in these proceedings made and reported by Harold S. Jenkins Trustee,

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

The report states that the amount of sales to be $150.00

John A. Hopkins 3rd Clerk.

Filed 5 Aug. 1942

True Copy,

TEST: Clerk.

(Final Order)

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT. This 18th day of September, 1942 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.

Filed 18th Aug. 1942.

Ridgely P. Malone

Judge

Ex Parte, In the Matter of : No. 6776 Equity
In the Circuit Court
The Trust Estate of Robert L. Werntz : For Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by Order of this Honorable Court, respectfully shows unto your Honors:

First. That among the real properties owned by the above named estate is a tract or parcel of land situate in the City of Annapolis, Maryland, and located on what is known as Shaw Street, fronting on the aforesaid street One Hundred and Thirty Six and Forty One Hundredths feet .

Second. That your Trustee acquired title to the aforesaid property through a deed dated November 2, 1907 from Fanny W. Belnap, et al, to Robert L. Werntz, et al, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 55 folio 274 etc., and by another deed from Robert W. Ogle, Assignee, to David S. Jenkins, Trustee, dated June 6, 1942 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 262 folio 223.

Third. That the aforesaid lot or parcel of land is described as follows in the first of the above mentioned deeds:
Beginning for the same at the said corner (the corner of Shaw and Second Streets) and running thence with the South line of said Shaw Street in an Easterly direction for the distance of One Hundred and Thirty Six and Forty One Hundredths feet to a point in the division line between Lots Nos. 25 & 22 on a plat filed in No. 1189 Equity, in the Circuit Court for Anne Arundel County, in a case entitled Franklin vs. Franklin, thence with said divisional line and in a South West direction for the distance of Fifty feet to a point, thence in a North West direction and in line parallel with Shaw Street and the first line of this conveyance for the distance of One Hundred and Fifteen feet more or less to the line of Second

Filed Nov. 20th 1942

Street aforesaid, thence running North two degrees Ten minutes East with the line of Second Street Fifty feet to the beginning, being Lot No. 25 and part of Lot No. 24 on the plat filed in said Equity case No. 1189.

Fourth. That the aforesaid tract or parcel of land has thereon thereon situated nine two story, four room, Negro dwellings, known as Numbers 2, 4, 6, 8, 10, 12, 14, 16, and 18 Shaw Street. These are frame houses, built wall to wall in a row.

Fifth. That for a number of years because of their condition and location the yearly income from these houses has seldom if ever been sufficient to pay the taxes, water rent and insurance thereon, and for the necessary repairs thereto. During the past year the taxes, water rent and insurance alone exceeded the income from this property.

Sixth. That this property has been, and still is, a burden to this Estate, and because of certain repairs to and changes in said property that may become necessary in the future, your Trustee verily believes that it would be to the best interest of this Estate to sell it at this time.

Seventh. That your Trustee has received a number of offers to purchase the aforesaid property and that all of the offers up to this time of the filing of this report and the offer set forth herein have been considered insufficient by your Trustee.

Eighth. That your Trustee acting under authority of an order passed in this Honorable Court on the 17th. day of June, 1940 has sold the above mentioned property to Carroll H. Hynson at and for the sum of Three Thousand Seven Hundred Dollars ($3700.00) of which One Hundred Dollars has been paid, and the balance is to be paid as soon as the sale is ratified by this Court, as shown by the contract of sale filed herewith as Trustees "Exhibit A", and prayed to be taken as a part hereof.

Nineth. That your Trustee has attached hereto, and prays to be taken as a part hereof, as Trustees "Exhibit B", a certificate of

two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property described in this report.

Tenth. That, subject to the approval of this Honorable Court, both your Trustee and Carroll H. Hynson, the purchaser, are desirous of completing this transaction at an early date and to that end have filed herewith, as "Exhibit C", their consent to the immediate ratification of the sale as set forth in this Report and the Contract of Sale filed herewith.

Eleventh. Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate and that the price of Three Thousand Seven Hundred Dollars ($3700.00) is a good and fair market price for the aforesaid parcel of land.

Now, Therefore, Your Trustee prays your Honors to pass an Order in the premises ratifying and confirming said sale and authorizing and directing the said Trustee to execute and deliver a deed for said property upon payment of the balance of the purchase price.

AND, AS IN DUTY BOUND, etc.

David S. Jenkins, Trustee

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

I hereby certify that on this 20th day of November, in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

Josephine Sweeney (Mason)
Notary Public

THIS AGREEMENT, made this 20th day of November, 1942, between David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, of the first part, and Carroll H. Hynson, of the second part.

Witness eth, that subject to the approval of the Circuit Court for Anne Arundel County in Equity the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County, more particularly described as follows:

All those lots, parts of lots, or parcels of land situate in the City of Annapolis, State of Maryland, located at the South corner of Shaw and Second Streets, fronting on Second Street the distance of fifty feet and being Lot No. 25 and part of Lot No. 24 as designated on a plat filed in No. 1189 Equity Circuit Court for Anne Arundel County, Franklin Vs. Franklin, and being the same land designated in and conveyed by a deed dated November 2, 1907, and recorded in Liber G. W. No. 55; folio 274, one of the Land Records of Anne Arundel County from Fanny W. Belnap and ~~his~~ her son, Charles Belnap, to Robert L. Werntz, et al.

At and for the price of Three Thousand Seven Hundred Dollars ($3,700.00) of which One Hundred Dollars ($100.00) have been paid prior to the signing hereof and the balance to be paid on or before December 16, 1942, or upon the final ratification and confirmation of this sale by the Circuit Court of Anne Arundel County.

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

Taxes, insurance, and other encumbrances to be paid or allowed for by the Vendor to date of sale.

Time is the essence of this contract.

Witness our hands and seals.

Test:

Robert V. Ogle
as to both

David S. Jenkins, Trustee
Estate of Robert L. Werntz (SEAL)

Carroll H. Hynson (SEAL)

TRUSTEES "EXHIBIT "A"

TRUSTEES "EXHIBIT B"

November 20th, 1942

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of Three thousand seven hundred dollars ($3700.00) is a fair and adequate price for said property.

Corey R. Meredith

Fred Schoen

TRUSTEES"EXHIBIT C"

I, the undersigned, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Report and Contract of Sale.

Carroll H Hynson

I, as Trustee in the Trust Estate of Robert L. Werntz, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Report and Contract of Sale.

David S. Jenkins, Trustee

ORDER OF COURT

Upon the foregoing Petition, Affidavit, Certificate of Appraisers, and Consent to an Immediate Ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 24th day of November, 1942, that the Contract of Sale entered into between Davis S. Jenkins, Trustee, as aforesaid, and Carroll H. Hynson, for the purchase of property as set forth in these proceedings located at the south corner of Shaw and Second Street, Annapolis, Maryland, fronting on Second Street the distance of fifty (50) feet, and being Lot No. 25 and part of Lot No. 24 as designated on a Plat filed in No. 1189 Equity in the Circuit Court for Anne Arundel County in the case known as Franklin vs. Franklin, improved by nine (9) dwellings as described in this Petition, and more particularly known as Nos. 2, 4, 6, 8, 10, 12, 14, 16, and 18 Shaw Street, at and for the sum of Three Thousand Seven Hundred Dollars ($3,700.00), be and the same is hereby approved and ratified; and that David S. Jenkins, Trustee, be and he is hereby authorized and directed to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid and the terms complied with in full.

Philip D. Melvin
JUDGE

Filed Nov. 24th 1942.

Ex Parte, In Re	:	No. 6776 Equity
	:	In the Circuit Court
Trust Estate of Robert L. Werntz	:	For Anne Arundel County
	:	

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by Order of this Honorable Court, respectfully shows unto your Honors:

FIRST. That among the real properties owned by the above named Estate is a lot of land situate in the City of Annapolis, Maryland, and located on the Northwest corner of Maryland Avenue and Prince George Street, having a front on Maryland Avenue of forty feet and a side on Prince George Street of ninety feet and containing Thirty-six hundred square feet of land as shown by a plat and survey made thereof by J. R. McCrone, Jr. in October 1942 and filed herewith as Trustees "Exhibit A", and prayed to be taken as a part hereof.

SECOND: That the aforesaid lot of land has situate thereon a large three story brick building known as the "Werntz School Building" formerly occupied by The United States Naval Academy Preparatory School and now containing several offices or places of business as shown by a statement filed herewith as Trustee's "Exhibit B".

THIRD: That Robert L. Werntz, the settlor of this trust, acquired title to the aforesaid property through a deed from The Annapolis Opera House Association dated March 21st., 1907 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 53, Folio 21.

FOURTH: That your Trustee has filed herewith as "Trustee's Exhibit B", and prays that it be taken as a part hereof, a "Statement of Earnings" showing the income and yearly expenses

Filed Jan. 6th 1943

in connection with the aforesaid property,,and has included therein a statement of the cost of repairs that will probably be necessary if the Trust Estate holds this property for any length of time and the repairs set forth therein will certainly become necessary before the time named in the Will of Robert L. Werntz for the final settlement of this Estate elapses. .

FIFTH: That your Trustee acting under authority of an Order passed in this Honorable Court on the 17th. day of June, 1940 has sold the above mentioned property to Philip Van Horn Weems at and for the sum of Twenty-one Thousand and Five Hundred Dollars ($21,500.00) under the terms and conditions of a Contract of Sale filed herewith as "Trustee's Exhibit C", and prayed to be taken as a part hereof.

SIXTH: That the aforesaid sale was a private sale.

SEVENTH: That your Trustee has attached hereto, and prays to be taken as a part hereof, as"Trustee's Exhibit D", a cirtificate of two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property as described in this report.

EIGHTH: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, that he believes that the mortgage as set forth in the contract of sale will be a good investment for this Estate, and that the price of Twenty-one Thousand and Five Hundred Dollars ($21,500.00) is a good and fair market price for the aforesaid property.

NOW, THEREFORE, Your Trustee prays your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this report and the exhibits filed herewith unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc

Robert M. Ogle
Solicitor for Trustee

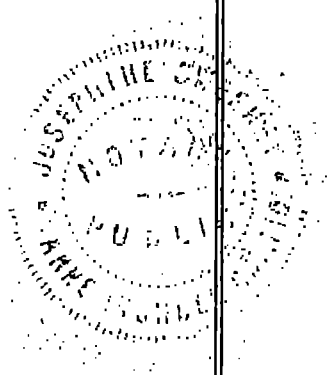
David S. Jenkins
David S. Jenkins, Trustee

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

I hereby certify that on this 4th day of January, in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

Josephine Sweeney (Mason)
Notary Public



DIAL: ANNAPOLIS 3323
HOME: ARMIGER 164-W

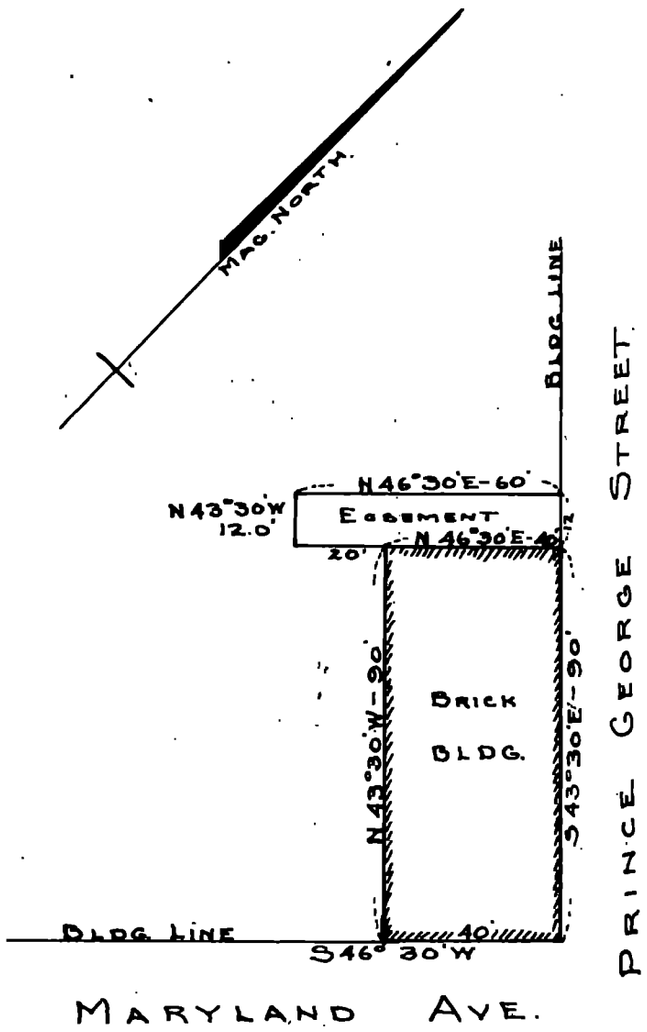
J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
Registered Professional Engineer and Land Surveyor
HART BUILDING—12 CHURCH CIRCLE
ANNAPOLIS, MD.

"Trustees Exhibit A"

Description of Lot Occupied by Brick Building at Northwest Corner of Maryland Ave. and Prince George Street, Annapolis, Md.

Beginning for the same at the corner of a brick building which corner is also the intersection made by the north side of Maryland Ave., and the west side of Prince George Street; thence continuing with the north side of Maryland Ave., South 46 degrees 30 minutes West 40 feet to another corner of the aforementioned building, thence with the rear or west side of said building and at right angles to Maryland Ave., North 43 degrees 30 minutes West 90 feet to the corner of the building and the south side of a 12 foot Easement leading to Prince George Street, thence with the north side of said building and the south side of said Easement, North 46 degrees 30 minutes East 40 feet to the corner of the building and the west side of Prince George Street, thence with the same South 43 degrees 30 minutes East 90 feet to the place of beginning.

Containing 3600 sq. ft. of land and being the same lot of ground described in the first part of a conveyance from The Annapolis Opera House Association to Robert L. Werntz by deed dated March 21, 1907, and filed in the Land Records of A.A.Co. in Liber G.W. 53, Folio 21, except that this parcel was incorrectly described as being on the Southwest instead of the Northwest corner. As surveyed by J.R.McCrone, Jr. in October 1942.



SURVEY

LOT OCCUPIED BY BRICK BLDG

(FORMERLY WERNTZ PREP. SCHOOL)

WERNTZ ESTATE

Scale 1" = 40 Date 10/42

J. R. McCrone, Jr.

Registered Professional Engineer & Land Surveyor

Annapolis, Md.

to be rental

"Trustee's Exhibit A"

Statement of Earnings

Old Werntz Building, 227 Prince George St.

Rentals

Simpson Electrical Co.	$420.00	
Jellef's	780.00	
A. A. Co. Welfare Board	960.00	
W. Thomas Co.	600.00	
		$2760.00

Yearly Expenses

Insurance	95.00	
Water Rent	18.92	
Taxes	508.56	
Fuel	342.30	
Janitor	840.00	
		1804.78
Gross Profit		$ 955.22

If this property is sold to Com. P. V. H. Weems we will have the following result:

Sales Price	$21,500.00		
4% interest on mortgage	$16,500.00	$660.00	
4% " " cash payt.	5,000.00	200.00	860.00
Loss			$ 95.22

At the present time it is very necessary that the roof and cornice of this building be given some attention. To scaffold the building and take care of the needed repair to cornice and point up brick as necessary, it will cost approximately $2500.00, $1100.00 of this amount being necessary for building the scaffold. Also, the boiler in this building is so old that it has given us some trouble in the past years. To replace the boiler it will cost approximately $1000.00. It is felt that in view of these contemplated expenses, especially since we will hold this property only about 8 more years, that this sale is advisable.

"Trustee's Exhibit B"

We the undersigned, being familiar with real estate values in Anne Arundel County, and in and about the City of Annapolis, Maryland, hereby certify that we have examined the property, subject to this ~~petition~~ report, and find that Twenty Thousand Dollars is a fair market value price for the aforesaid property.

1/4/43

Chas F. Lee

Barry L. Meredith

TRUSTEE'S EXHIBIT D

OFFICE OF

Evening Capital

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. 6776 Equity

Ex Parte, In Re:
Trust Estate of Robert L. Wernts

Ordered, this 6th day of January, 1943, that the private sale of the property mentioned in these proceedings made and reported by David S. Jenkins, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

8TH 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 8th day of February, next.

The report states that the amount of sales to be $21,500.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy.

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

1-21

Filed, 1st Feb 1943

Annapolis, Md., Feb 9, 1943

We hereby certify, that the annexed

Equity No. 6776

Trust Estate Robert L. Wernts

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 February, 1943. The first insertion being made the Sixth day of January, 1943.

THE CAPITAL-GAZETTE PRESS, INC.

By Florence Ossry

No. E. C.

LIBER 76 PAGE 147

Order Nisi

Ex Parte In Re:

Trust Estate of
Robert L. Wernitz

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed 6th January 1943

Ordered, this 6th day of January, 1943, That the private sale of the property mentioned in this proceedings made and reported by David S. Jenkins, Trustee ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th, 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 8th, day of February next.

The report states that the amount of sales to be $21,500.00

John H. Hopkins, 3rd Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Ex Parte In Re:

Trust Estate of
Robert L. Wernitz

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Feb. 18th 1943

ORDERED BY THE COURT, This 18th day of February, 1943 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.

Ridgely Melvin, Cl.

THIS AGREEMENT, made this 19th day of December, 1942, between David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, as Trustee, of the first part, and Philip Van Horn Weems, of the second part.

WITNESSETH, that subject to the approval of the Circuit Court for Anne Arundel County, sitting in Equity, the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Sixth Election District of Anne Arundel County on the Northwest Corner of Maryland Avenue and Prince George Street, Annapolis, Maryland, more particularly described as follows:

Filed 6th Jany. 1943.

Beginning for the same at the corner of a brick building which corner is also the intersection made by the north side of Maryland Avenue, and the west side of Prince George Street; thence continuing with the north side of Maryland Avenue, South 46 degrees 30 minutes West 40 feet to another corner of the aforementioned building, thence with the rear or west side of said building and at right angles to Maryland Avenue, North 43 degrees 30 minutes West 90 feet to the corner of the building and the south side of a 12 foot Easement leading to Prince George Street, thence with the north side of said building and the south side of said Easement, North 46 degrees 30 minutes East 40 feet to the corner of the building and the west side of Prince George Street, thence with the same South 43 degrees 30 minutes East 90 feet to the place of beginning.

Containing 3600 sq. ft. of land and being the same lot of ground described in the first part of a conveyance from the Annapolis Opera House Association to Robert L. Werntz by deed dated March 21, 1907, and filed in the Land Records of Anne Arundel County in Liber G. W. 53, Folio 21, except that this parcel was incorrectly described in said deed as being on the Southwest instead of the Northwest corner. According to a plat and survey made thereof by J. R. Mc Crone Jr. on December 10, 1942.

With the use in common of the 12 ft. Easement mentioned in the aforegoing description and shown on the aforesaid plat.

At and for the sum of Twenty One Thousand and Five Hundred Dollars ($21,500.00) of which Five Thousand Dollars ($5000.00) is to be paid upon the ratification and confirmation of this sale by the Circuit Court for Anne Arundel County, sitting in Equity, and the balance is to be paid as follows, that is to say, the party of the second part and his wife, Margaret T. Weems, shall execute to the party of the first part a purchase money first mortgage to secure the balance of the purchase price, namely Sixteen Thousand and Five Hundred Dollars ($16,500,00). The terms of the said mortgage shall be as follows, it shall bear interest at the rate of four percent (4%) a year payable quarterly on any unpaid balance, the principal sum of the mortgage debt shall be paid at the rate of One Thousand Dollars ($1000.00) per year for seven (7) years, the first payment on said principal to be made at the expiration of one year from the date of the aforesaid mortgage, and at the expiration of eight (8) years from the date of the said mortgage the full amount found to be then due and owing under the terms thereof shall be payable.

And upon the approval of the Court, payment of the above named sum of Five Thousand Dollars ($5000.00) and the execution of the mortgage on or before the 19th day of March, 1943, 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.

Time and the approval of the Court are the essence of this agreement.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

TEST:

Robert W. Ogle

James L. Woodward

Estate of Robert L. Wernitz

[signature] SEAL
Trustee

[signature] SEAL

Ex Parte, In the Matter of : Equity No. 6776
In the Circuit Court
The Trust Estate of Robert L. Werntz : For Anne Arundel County

. . . . . .

To the Honorable, the Judge of Said Court:

The Petition of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court. Respectfully represents:

ONE: That among the properties owned by the above named Trust Estate there is a lot or parcel of land located on South Street in the City of Annapolis and sometimes known as "The Chapman Property", which was acquired by your trustee through a deed from Robert W. Ogle, assignee, dated the 29th. day of May, 1942 , and said deed being recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 261, folio 87.

TWO: That your trustee has attached hereto and prays to be taken as a part hereof as Exhibit "A" a description of said property prepared by J. R. McCrone, Jr., a registered professional land surveyor, from a plat of said property made by the aforesaid J. R. McCrone, Jr.

THREE: That the aforesaid property is improved by one, two story, frame, Negro dwelling fronting on South Street; one small two story frame and stucco Negro dwelling fronting on an alley and a row of five or six sheet iron or tin sheds in very poor repair.

FOUR: That the income from this property is so small and so uncertain that it does not justify the retention of the property by this Trust Estate and your trustee verily believes that its sale at this time would be to the best interest of this Trust Estate.

FIVE: That your trustee has received several offers to purchase this property, the best offer being, one made by Royal H. Wigley and Louise R. Wigley, his wife, the terms of said offer being as follows: the full purchase price is to be $4,350.00 and is to be paid immediately upon the consummation of this sale, the sum of $100.00 of the purchase price has been deposited with your Trustee leaving a balance to be paid of $4,250.00. The total amount of the purchase price is to be minus a broker's commission of 5% to be paid to a broker for making this sale on behalf of the Werntz Estate

SIX: That your trustee has attached hereto and prays to be taken as

Filed March 7, 1945

a part hereof, as Trustees "Exhibit B", a certificate of two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property described herein.

SEVEN: That, subject to the approval of this Honorable Court, both your Trustee and the purchasers named herein are desireous of completing this transaction at an early date and to that end have filed herewith, as "Exhibit C", their consent to the immediate ratification of the sale as set forth herein.

Now, Therefore, your Trustee prays your Honors to pass an Order in the premises ratifying and confirming the sale as set forth herein and authorizing and directing the said Trustee to execute and deliver a deed for said property upon payment of the balance of the purchase price.

AND AS IN DUTY BOUND, etc.

Solicitor for Petitioner

Trustee, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21st day of February, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

 Photostat of line

ENGINEERING SUPERVISION SURVEYING DESIGNING

DIAL: ANNAPOLIS 3323
HOME: WEST RIVER 232-F-5

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.

Registered Professional Engineer and Land Surveyor

HART BUILDING—12 CHURCH CIRCLE
ANNAPOLIS, MD.

"TRUSTEE'S EXHIBIT A"

DESCRIPTION OF CHAPMAN PROPERTY ON SOUTH ST.

Beginning for the same at a point on the north side of South St., said point being located North 36 degrees 15 minutes West 17.6 feet from another point in South St. which is located 206.8 feet along the prolongation of the curb line on the north side of South St. from the curb line on the east side of Cathedral St.; thence with the east side of a frame dwelling North 36 degrees 15 minutes West 33.0 feet to an angle in said dwelling, thence with the remainder of the dwelling and continuing in the same straight line North 44 degrees 00 minutes West 62.5 feet, thence along the rear line of the various properties now fronting on South St. South 55 degrees 20 minutes West 77.8 feet to a fence running along the rear of the properties now facing on Cathedral St., thence with this fence North 28 degrees 45 minutes West 101.0 feet to the northwest corner of a group of sheds, thence North 61 degrees 15 minutes East 92.5 feet, South 66 degrees 45 minutes East 24.5 feet, South 57 degrees 45 minutes West 39.4 feet, South 37 degrees 45 minutes East 32.0 feet, North 19 degrees 15 minutes East 10.0 feet and South 44 degrees 45 minutes East 133.0 feet to the north side of the first mentioned South St., thence with the north side of the same South 36 degrees 15 minutes West 24.0 feet to the place of beginning.

Being all of that tract of land covered in a mortgage from James E. Chapman to Robert Werntz and Anthony Slama, said mortgage being

DIAL: ANNAPOLIS 3323
HOME: WEST RIVER 232-F-5

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
Registered Professional Engineer and Land Surveyor
HART BUILDING—12 CHURCH CIRCLE
ANNAPOLIS, MD.

dated November 20, 1925 and filed in the Land Records of A A County in Liber WMB 17-441; according to a re-survey made by compiling various deed descriptions in order to get the outline of the above described property, said survey made by J.R. McCrone Jr., Registered Professional Engineer and Land Surveyor in February 1944.

"TRUSTEE'S EXHIBIT B"

February 21st, 1945

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of Four Thousand Three Hundred and Fifty dollars ($4,350.00) is a fair and adequate price for said property.

Chas F. Lee
Realtor

Thomas E. Smith
Realtor

"TRUSTEE'S EXHIBIT C"

We, the undersigned, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Report of Sale .

Royal H. Wigley

Royal H. Wigley

Louise R. Wigley

Louise R. Wigley

I, as Trustee in the Trust Estate of Robert L. Werntz, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Report of Sale.

David S. Jenkins

David S. Jenkins, Trustee

ORDER OF COURT

Upon the foregoing Petition, Affidavit, Certificate of Appraisers and Consent to an Immediate Ratification of the sale reported herein it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 8th day of ~~February~~ March, 1945, that David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, be and he hereby is authorized, directed and empowered to make the sale as set forth herein of the property as set forth in these proceedings located on South Street in the City of Annapolis, Maryland, sometimes known as "The Chapman Property", and more particularly described in a Deed dated May 29th., 1942, from Robert W. Ogle, Assignee, to David S. Jenkins, Trustee, and recorded among the Land Recoeds of Anne Arundel County in Liber J. H. H. No. 261, folio 87, at and for the sum of Four Thousand Three Hundred and Fifty Dollars ($4350.00); that the said sale be and is hereby approved and ratified; and that the said David S. Jenkins, Trustee, be and he hereby is authorized and directed to execute a Deed conveying the lot or parcel of land as set forth herein to and unto Royal H. Wigley and Louise R. Wigley, his wife, upon the payment of the purchase price as set forth above.

Ridgely P. Melvin C.J.

Filed 8th March 1945

Ex Parte, In Re	*	Equity No. 6776
	*	In the Circuit Court
Trust Estate of Robert L.Werntz	*	For Anne Arundel County
	*	

****

To the Honorable, the Judges of said Court:

The Petition of David S. Jenkins, Trustee in this Cause, under appointment and by Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by the above named Trust Estate there is a lot or parcel of land located on the North corner of Prince George Street and Maryland Avenue, in the City of Annapolis, Maryland, known as No. 38 Maryland Avenue, and described as follows, in a deed from James A. Walton and Gertrude M. Walton, his wife, to Robert L. Werntz, dated July 25, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 53, folio 46:

Filed April 19, 1945

Beginning for the same at a point on the northwest line of Maryland Avenue, and running thence with the line of Maryland Avenue northeastwardly fifty (50) feet; thence parallel with Prince George Street northwestwardly one hundred and fourteen (114) feet; thence parallel with the line of Maryland Avenue, southwestwardly, fifty (50) feet; thence with the line of Prince George Street, southeastwardly, one hundred and fourteen (114) feet to the beginning point.

TWO: That the aforesaid property is improved by a large two and one-half story frame dwelling.

THREE: That your Trustee has received several offers to purchase this property over the period covered by the past two years, the smallest offer being $8,500.00 and the largest being $15,000.00. The aforesaid offer of $15,000.00 being made by Dermot A. Nee, the terms of said offer being as follows: the full purshase price is to be $15,000.00, the sum of $1,000.00 has already been deposited with your Trustee, $4,000.00 is to be paid upon the consummation of this sale and the balance of $10,000.00 is to be secured by a purchase money first mortgage which shall bear interest at the rate of 5% a year payable annually on any unpaid balance, the principal sum of the mortgage debt shall be paid at the rate

of $2,000.00 per year until paid in full. The total amount of the purchase price is to be minus a broker's commission of 5% to be paid to a broker for making this sale on behalf of the Werntz Estate.

FOUR: That this sale was fairly made and your Trustee verily believes that the sale of this property will be to the best interest of this Trust Estate, and that your Trustee verily believes that the mortgage herein mentioned will be a good and valuable investment for this Trust Estate.

FIVE: That your Trustee has attached hereto and prays to be taken as a part hereof, as Trustees "Exhibit A", a certificate of two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property described herein.

SIX: That, subject to the approval of this Honorable Court, both your Trustee and the purchaser named herein are desireous of completing this transaction at an early date and to that end have filed herewith, as "Exhibit B", their consent to the immediate ratification of the sale as set forth herein.

Now, Therefore, your Trustee prays this Honorable Court to pass an Order in the premises ratifying and confirming the sale as set forth herein upon compliance with the terms of the offer and the agreement between the parties as set forth herein.

AND AS IN DUTY BOUND, etc.

Robert M. Ogle
Solicitor for Petitioner

David S. Jenkins
Trustee, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 19th day of April, 1945, before me, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Mary Alice Hartge
NOTARY PUBLIC

MARY ALICE HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

TRUSTEE'S "EXHIBIT A"

April 14, 1945

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Petition and Report of Sale, and hereby certify that in our opinion the sum of Fifteen Thousand ($15,000.00) Dollars is a fair and adequate price for said property.

Charles F. Lill
Realtor

Gary L. Moreath
~~Realtor~~

TRUSTEE'S "EXHIBIT B"

April 14, 1945

I, the undersigned, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Petition and Report of Sale.

Dermot A. Nee

April 14, 1945

I, as Trustee in the Trust Estate of Robert L. Werntz, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Petition and Report of Sale.

David S. Jenkins, Trustee

ORDER OF COURT

Upon the foregoing Petition, Affidavit, Certificate of Appraisers and Consent to an Immediate Ratification of the sale reported herein it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 20th day of April, 1945, that David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, be and he hereby is authorized, directed and empowered to make the sale as set forth herein of the property as set forth in these proceedings located on the north corner of Prince George Street and Maryland Avenue in the City of Annapolis, Maryland, known as Number 38 Maryland Avenue, and more particularly desceibed in a Deed dated July 25th., 1922, from James A. Walton and Gertrude M. Walton, his wife, to Robert L. Werntz, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 53, folio 46, at and for the sum of Fifteen Thousand Dollars ($15,000.00); and that the said David S. Jenkins, Trustee, be and he hereby is authorized and directed to execute a Deed conveying the lot or parcel of land as set forth herein to and unto Dermot A. Nee, upon the payment of Four Thousand Dollars ($4,000.00) as set forth in the foregoing Petition and the execution of a purchase money first mortgage in the amount of Ten Thousand Dollars ($10,000.00) to secure the unpaid balance of the purchase price. Said mortgage is to bear interest at the rate of Five (5%) per cent per annum, payable annually upon any unpaid balance of the principal, the principal sum of the mortgage debt shall be paid at the rate of not less than Two Thousand Dollars ($2,000.00) per annum until paid in full., the first payment thereof is to be made one year from the date of said mortgage.

Filed April 20, 1945

Nicholas P. Melvin C.J.

EX PARTE IN THE TRUSTRESTATE	*	IN THE CIRCUIT COURT FOR
OF	*	ANNE ARUNDEL COUNTY, MD.
ROBERT L. WERNTZ	*	EQUITY 6776

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

TO THE HONORABLES THE JUDGES OF SAID COURT:

The petition of David S. Jenkins, substituted Trustee of the Estate of Robert L. Werntz, deceased, respectfully represents that Linwood L. Clark, Esquire, Attorney for John H. Thomas, has presented your petitioner the following facts:

Filed 23rd Oct. 1947

1. That February 1st, 1879, James Cheston Jr., and Charlotte R. Cheston, his wife, of Anne Arundel County, conveyed to Ossa Makel his heirs and assigns in fee simple, two lots of ground, aggregating 9 1/2 acres, a Certified copy of which deed is herewith filed as Petitioner's Exhibit A.

2. That Ossa Makel and Priscilla Makel, his wife, on January 22, 1889, executed a mortgage of the lands described in said deed, to said Robert L. Werntz, to secure the payment of a $300.00 Promissory Note, with interest, payable two years from date, which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber S.H. 34, Folio 286.

3. That said mortgage became in default and was foreclosed by said Robert L. Werntz on January 23, 1897, as recorded in Equity Docket no. 3, Page 514, Equity No. 1938, in which said lands were sold to said Robert L. Werntz, who thereupon took possession of same, although the Docket entries in said case dornot show final ratification of sale.

4. That subsequently Robert L. Werntz sold all his right, title, and interest in said lands to said John H. Thomas, who paid the purchase price, as evidenced by receipts filed herewith as Petitioner's Exhibits B,C and D, and took possession prior to July 27, 1912, and has since then openly, adversely, notoriously and exclusively continued possession of said property as a home for his family, and paid taxes thereon, as shown by the Tax Assessment Books of this County, and on the Assessor's Field Book for 1911-1918, Page 135,

opposite Ossa Wakel's name, as follows: "1915- 9 1/2 acres, to John H. Thomas," in red ink, which, he is informed, signifies transfer to John H. Thomas.

5. That said John H. Thomas thought he had a deed to said lands but that the said Robert L. Werntz, inadvertantly or through the negligence of his Attorney, Robert L. Moss, must never have delivered a deed of said lands to him; as none could be found when he recently employed his said Attorney to prepare his Will.

6. That there is nor record found among the papers and effects of the said Robert L. Werntz, deceased, that he has owned any interest in said property whatever since said sale to, and possession by, the said John H. Thomas, at least 35 years ago; or that the said Ossa Wakel or anyone for him has claimed any interest in or made any demand for possession of said lands since said sale.

7. That said John H. Thomas is a very old mandand very feeble, and he desires to secure the deed applied for to avoid trouble for his heirs in establishing title.

8. That Robert W. Ogle, Esquire, Counsel for your petitioner, has examined the records in said Equity Case no. 1938, and also the Land Records of this County; and has especially examined the exhibits above referred to, and reports to your petitioner that he is satisfied the said Robert L. Werntz, deceased, did sell to the said John H. Thomas the aforesaid lands and was fully paid for same, and that the said John H. Thomas, after a personal investigation by said Counsel, has been in actual, adverse, exclusive, continuous and notorious possession of said property since 1912, as purchaser from the said Robert L. Werntz, deceased.

WHEREFORE your petitioner, attthe request of the said John H. Thomas, through his Attorney, respectfully prays that he, David S. Jenkins, substituted Trustee of the Estate of Robert L. Werntz, deceased, be authorized and directed to execute a deed to John H. Thomas of all right, title and interest of the Estate of Robert L.

Werntz, in said property, a copy of which proposed deed is herewith filed as Exhibit E, to become a part of the record in these Equity proceedings.

David S. Jenkins,
Substituted Trustee

CERTIFICATE AND AFFIDAVIT OF COUNSEL.

This is to certify that I, Robert W. Ogle, Counsel of Record for David S. Jenkins, substituted Trsutee of the Estate of Robert L. Werntz, deceased, have examined the above petition and the proposed deed to John H. Thomas, a copy of which is filed with the foregoing petition andPetitioner's Exhibit E, and find that the facts therein set out are true to the best of my knowledge and belief.

Robert W. Ogle, Counsel

Subscribed and sworn to by Robert W. Ogle before me this 17th day of ~~September~~ October, 1947.

Notary Public

ORDER OF COURT

Upon the foregoing petition, Certificate and Affidavit of Counsel of Record of said Trustee, it is ORDERED, ADJUDGED, and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the said Trustee be and is hereby authorized and directed to execute the deed to John H. Thomas, a copy of which is filed as Exhibit E in these proceedings.

22 October 1947

Judge

Filed 22nd October 1947

 Petitioner's Exh A

THIS DEED, Made this first day of February eighteen Hundred and Seventy Nine, by James Cheston Jr., and Charlotte R. Cheston, his wife, of Anne Arundel County, in the State of Maryland.

Witnesseth: That in consideration of the sum Four Hundred Sixteen and 54/100 dollars the said James Cheston Junior, and Charlette R.Cheston,his wife, do do grant unto Ossa Makel,of the State and County aforesaid, his heirs and assigns in fee simple.

All that lot or parcel of ground situated in the First Election District of Anne Arundel County which is described as follows:

"Beginning _ a post planted in the South line of Lot No. 1, and running thence as follows south thirty perches to a post, thence notth eighty-eight degrees east thirty-seven perches to a post planted in the dividing line between the farms of James Cheston Junior, and the heirs of the late Wm. H. Hall, thence north thirty perches to a post, thence south eighty eight degrees and west thirty-seven perches to the place of beginning. Containing six acres three roods and thirty perches of land, also all the lot or parcel of ground adjoining the land above described and contained within the metes and bounds courses and distances following to wit:

Beginning at a stone at the corner of the land above described and running thence south thirteen degrees thirty minutes east twenty one perches, thence north forty-eight degrees east twenty five and four fifth perches thence north thirty-five degrees east three and one half perches, thence south eighty-eight degrees west to the place of beginning. Containing two acres thirty-eight perches of land more or less.

The land so as above described being a part of the land conveyed to James Cheston Junior by A. Hamilton Hall & wife by

deed recorded among the land records for Anne Arundel County.

Witness our hands and seals.

Test: James Cheson (Seal)

I. Franklin Deale. Charlotte R. Cheston (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on the Fourteenth day of February, eighteen hundred and seventy-nine, before me the subscriber, a Justice of the Peace of the said State, in and for the said County personally appeared James Cheston Junior and Charlotte R. Cheston his wife, and did each acknowledge the foregoing Deed to be their rescective act.

J. Franklin Deale J. P.

Recorded 27th. Feby. 1879.

State of Maryland, Anne Arunde l County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from liber S. H. No. 13, folio 616, 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 7th day of July A. D. 1947.

John H. Hopkins 3rd Clerk

ROBERT MOSS
ATTORNEY AT LAW

LIBER 76 PAGE 167 Petitioner's Exh. B

ANNAPOLIS, MD., July 27th 1912

Received of John H. Thomas $50.00 ~~on~~ part of purchase money on property belonging to Robert L. Weintz at Mount Zion.

Received payment
Robert Moss
C. R.

Feby 26th 1921

Recd. of John H. Thomas One hundred and twenty dollars to be paid with other money in hand to Robert L Weintz when title to Osan Makel place can be given to ~~Robe~~ Thomas by Robert L Weintz
Robert Moss

LIBER 76 PAGE 168

Petitioner Exh C

Annapolis, Md.
Oct 23rd 1915

Recd. of John H Thomas
Twenty five Dollars on
acct of the Robt L Wentzland
Purchase

Robert Moss

Petitioner Exh D

LIBER 76 PAGE 169

Annapolis Md
June 8th 1918

Deed of John H Thomas
One Hundred Dollars
On Acct of Land of
Robert L Wenty
Robert Moss

 Petitioner's Exh. E

THIS DEED, made this day of ~~July~~ October, 1927, by and between David S. Jenkins, Trustee of the Estate of Robert L. Werntz, deceased, witnesseth:

Whereas Ossa Makel and Priscilla Makel, his wife, on January 22, 1889, executed a mortgage of the herein described lands to said Robert L. Werntz, to secure the payment of a $300.00 promissory note, with interest, payable two years from said date, which is duly recorded among the Land Records of Anne Arundel County in Liber S.H. 34, Folio 286; and

Whereas said mortgage became in default and was foreclosed by said Robert L. Werntz on January 23, 1897, as recorded in Equity Docket #3, Page 514, Equity Case #1938, in which said lands were sold to Robert L. Werntz, deceased, who thereupon took possession af same although the Docket entries in said case do not show final ratification of said sale; and

Whereas subsequently Robert L. Werntz sold all his right, title, and interest in said lands to said John H. Thomas, who paid the purchase price, as evidenced by exhibited receipts, and took possession prior to July 27, 1912, and has since then openly, adversly, notoriously, and exclusively continued possession of said property, and paid taxes thereon, as shown by the Tax Assessment Books of this County, and the Assessor's Field Book for 1911-1918, Page 135, after Ossa Makel's name, "1915- 9 1/2 acres, to John H. Thomas," in red ink; and

Whereas it is now called to the attention of the said grantor, Trustee of the Estate of Robert L. Werntz, deceased, by John H. Thomas, who thought he had a deed of said lands, that the said Robert L. Werntz, inadvertently or through the negligence of his attorney, had never executed a deed to the said John H. Thomas; and

Whereas there is no record found among the papers and effects of the said Robert L. Werntz, deceased, that he has owned any interest in said property whatever since the said sale to, and possession by, the said John H. Thomas, at least 35 years ago; or that the said Ossa Makel or anyone for him has claimed any interest in or made any demand for possession of sais lands since said sale; and

Whereas by Order of the Circuit Court for Anne Arundel County in the matter of the Estate of Robert L. Werntz, deceased, dated the day of July, 1947, by David S. Jenkins, Trustee, was authorized and empowered to execute the instant deed to the said John H. Thomas, a copy of which deed was exhibited to said Court:

Now therefore, this deed witnesseth that for and in consideration of the premises and the sum of $1.00, the said David S. Jenkins, Trustee of the Estate of Robert L. Werntz, deceased, does hereby grant, convey, quit-claim, and assign to and unto the said John H. Thomas, all right, title, and interest of the said Robert L. Werntz in the s id Ossa Makel mortgage and in the foreclosure and sale to him of the properties described therein as follows:

All those lots of ground consisting, Firstly, of 6 acres, 3 roods, and 30 perches; and Secondly, of 2 acres, 38 perches, more or less, aggrigating about 9 1/2 acres, contiguous to each other, conveyed February 1, 1879, by James Chestion Jr., and wife, to the said Ossa Makel and duly recorded among the Land Records of Anne Arundel County, in Liber S.H. 13, Folio 616, and subsequently mortgaged by said Ossa Makel to the said Robert L. Werntz, as above recited.

Together with the rights, waters, privileges, and appurtenances thereunto belonging;

To Have and To Hold to the said John H. Thomas, his heirs and assigns forever in fee simple.

WITNESS the hand and seal of the said grantor.

Test:

David S. Jenkins, trustee of the Estate of Robert L. Werntz, deceased.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

This is to certify that before me, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee of the Estate of Robert L. Werntz, deceased, and made oath in due form of law that the above matters and facts are true to the best of his knowledge and belief.

Linwood L. Clark, Notary Public

Ex Parte, In The Matter Of : Equity No. 6776
In the Circuit Court
The Trust Estate of Robert L. Werntz : For Anne Arundel County

.....

To The Honorable, the Judges of said Court:

The report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this trust estate there is a lot or parcel of land known as No. 48 Maryland Avenue, in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on Maryland Avenue twenty feet, more or less, and runs back from Maryland Avenue with a width of twenty feet, more or less, for a distance of ninety feet, more or less.

THREE: That said lot or parcel of land is improved by a two story frame house, the lower story of which is suitable for use as a store or shop, and has recently been used as a tea room and the upper story of which is an apartment and is suitable for use as living quarters.

FOUR: That said building is in need of extensive repairs and improvements.

FIVE: That your trustee recently advertised this property for sale in the Evening Capital, a newspaper published in Anne Arundel County, and as a result of said advertisements received several offers to purchase this property.

SIXTH: That the best of said offers was made by Mary Kinsley Steele who offered your trustee the sum of Twelve Thousand one hundred Dollars ($12,100.00) for said property.

SEVENTH: That your Trustee therefore entered into a contract to sell this property to the aforesaid Mary Kinsley Steele at and for the above named sum, subject to the ratification of this sale by this Honorable Court and the terms and conditions of said sale

Filed June 3rd 1948

as set forth in said contract, the original of which is filed herewith as "Trustee's Exhibit A" and prayed to be taken as part hereof.

EIGHTH: That your Trustee has attached hereto and prays to be taken as a part hereof, as "Trustee's Exhibit B", a certificate of two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property described herein.

NINTH: That your Trustee verily believes that the sale of this property at this time will be to the best interest of the trust estate.

TENTH: That, subject to the approval of this Honorable Court, both your Trustee and the purchaser named herein are desireous of completing this transaction at an early date and to that end have filed herewith, as Exhibit C, their consent to the immediate ratification of the sale as set forth herein.

Now, Therefore, your Trustee prays your Honors to pass an Order in the premises ratifying and confirming the sale as set forth herein and authorizing and directing the said Trustee to execute and deliver a deed for said property upon payment of six thousand dollars (in addition to the original deposit of five hundred dollars) and execution by the purchaser of a mortgage for the balance of said purchase price.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle — David S. Jenkins

Solicitor for petitioner — Trustee, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, tha on this 29th day of May, 1948, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief. Witness my hand and notarial seal.

E. K. Clemens

Notary Public

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

April 16, 1948

Mr. David S. Jenkins
Annapolis, Maryland

Dear Mr. Jenkins: Re: R. L. Werntz Estate Property
48 Maryland Avenue, Annapolis, Md.

We, the undersigned, have today inspected this property for the purpose of making an appraisal thereof.

We find the lot is approximately 20' x 90 feet, more or less, running back to an alley.

The building thereon is of frame structure occupied as follows: first floor as a restaurant and second floor as an apartment consisting of three rooms and bath. The building is heated by hot water heating plant (oil burning). To the best of our knowledge there are no sides to this building, which has a front, a back and a roof. In other words it is erected between two other properties.

In our estimation the property has a value of $12,000.00 as the location is good, but it might be advisable for you to ask more than this figure on account of the present conditions in Annapolis and elsewhere.

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Charles F. Lee
Charles F. Lee

"TRUSTEE'S EXHIBIT B"

"TRUSTEE'S EXHIBIT C"

We, the undersigned, do hereby consent to the immediate ratification by the Circuit Court for Anne Arundel County, sitting in Equity, of the sale as set forth in the aforegoing Report of Sale.

David S. Jenkins
David S. Jenkins, Trustee

Mary Kinsley Steele
Mary Kinsley Steele

CONTRACT OF SALE

THIS AGREEMENT, made this 21st day of April, 1948, by and between DAVID S. JENKINS, TRUSTEE, ESTATE OF R. L. WERNTZ, of the first part, hereinafter called the Vendor, and MARY KINSLEY STEELE (divorced) 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 property known as No. 48 Maryland Avenue, Annapolis, Maryland. Together with the buildings thereon and all permanent improvements therein and thereto belonging. Subject to the existing tenancy.

Filed June 3rd 1948

At and for the price of TWELVE THOUSAND ONE HUNDRED AND -00/100 Dollars, of which FIVE HUNDRED AND -00/100ths Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: A further sum of Six Thousand Dollars ($6,000.00) to be paid in cash within thirty days, and a mortgage for the remainder for a period of three (3) years, to bear interest at the rate of five per cent (5%) per annum, said interest to be paid quarterly, with privilege in the vendee, at her election, to pay $1,866.67 of the mortgage debt at the expiration of each year from date the mortgage is executed after which only the unpaid balance of the mortgage debt shall continue to bear interest. The mortgage shall contain all the usual terms, provisions, and power of sale contained in the usual form of mortgage of land employed in Anne Arundel County. The mortgage to be of the above property.

AND upon payment as above of said sum of Six Thousand Dollars and execution of the said mortgage, 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 mortgage cancelled 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.

WITNESS the hands and seals of the parties hereto.

WITNESSES: ESTATE OF ROBERT L. WERNTZ

Robert W. Osle as to By David S. Jenkins Trustee (SEAL)

Robert W. Osle as to Mary Kenaley Steele (SEAL)

_____ as to _____ (SEAL)

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 6776 Equity

EX PARTE: In the Matter of the Trust Estate of Robert L. Werntz.

Ordered, this 3rd day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by David S. Jenkins, Trustee in the Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of July next.

The report states that the amount of sales to be $12,100.00.

JOHN H. HOPKINS, 3rd. Clerk.

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

ju-10

Recd July 7, 1948

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 7, 1948

We hereby certify, that the annexed

Order of Nisi Sale Eq. 6776

Robert L. Werntz

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 6th day of July, 1948. The first insertion being made the 5th day of June, 1948

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

No. E. C.

LIBER 76 PAGE 177

ORDER NISI

Ex Parte, In The Matter Of The Trust Estate of Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed 3rd June 1948

Ordered, this 3rd day of June, 1948, That the sale of the property mentioned in these proceedings made and reported by David S. Jenkins, Trustee In The Estate of Robert L. Werntz ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of July next.

The report states that the amount of sales to be $ 12,100.00

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In The Matter Of The Trust Estate of Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 12th July 1948

Term, 19 48

ORDERED BY THE COURT, This 12th day of July, 19 48 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Warren L. Anderson

LIBER 76 PAGE 178

ORDER NISI

Ex Parte, In Re

Trust Estate of Robert L. Werntz

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 16 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of December next.

The report states that the amount of sales to be $ 250.00.

John H. Hopkins, 3rd, Clerk.

Filed Nov. 16, 1950

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ

Ordered, this 16th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of December next.

The report states that the amount of sales to be $250.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-9

Filed Feb 26, 1951

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify that the annexed Order Nisi - Sale Eq. #6776 - Amt. $250.00 Robt. L. Werntz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1950 The first insertion being made the 18th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 8068

By R. L. Brown

Ex Parte, In Re : No. 6776 Equity
: In the Circuit Court
Trust Estate of Robert L. Werntz : For Anne Arundel County

* *

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by Order of this Honorable Court, respectfully shows unto your Honors:

FIRST: That in the rear of a lot or parcel of land situate on the southwest side of Hanover Street in the City of Annapolis, known as 269 Hanover Street, and now owned by Charles S. Walsh and Ann G. Walsh, his wife, there is a fifty four foot (54') by twenty two foot (22') lot which is among the real properties owned by this Trust Estate.

SECOND: That said lot is described as follows: All that fifty four foot (54') by twenty two foot (22') lot or parcel of land situate lying and being in the City of Annapolis, Anne Arundel County, Maryland, being in the rear of the property now owned by Charles S. Walsh and Ann G. Walsh, his wife, on Hanover Street in the aforesaid City, and more particularly described as follows:

Beginning for the same at the southernmost ~~southwest~~ corner of the lot or parcel of land described in a deed dated June 24, 1940, from Vera M. Fortna and Clyde B. Fortna to Charles S. Walsh and Ann G. Walsh, his wife, and runing thence with the line of the Walsh property and parallel with Hanover Street northwesterly 54', thence at right angles in a southwesterly direction 22', thence at right angles and parallel with the first line herein mentioned southeasterly 54', thence at right angles and in a northeasterly direction 22' to the place of beginning, containing 1188 square feet of land more or less.

THREE: That your Trustee has filed herewith and prays to be taken as a part hereof, as his "Exhibit A" a rough sketch of said lot and of the Walsh property showing the dimensions of said lot and it's relationship to the Walsh property.

Filed Feb. 16, 1950

FOUR: That said lot or parcel of land is a rear portion of a much larger property owned by this Trust Estate and known as "The College Avenue Lot", however it is so located that it's sale will have no material effect upon the value of the property as a whole.

FIVE: That there are no improvements upon said lot or parcel of land and it has been used for many years by Charles S. Walsh and his wife, who have kept it clear of weeds and trash, as a back yard.

SIX: That your Trustee acting under authority of an Order passed in this Honorable Court on the 17th day of June, 1940 has sold the above mentioned lot or parcel of land to Charles S. Walsh and Ann G. Walsh, his wife, at and for the sum of Two Hundred and Fifty Dollars ($250.00), under the terms and conditions of a Contract of Sale filed herewith as "Trustees Exhibit B" and prayed to be taken as a part hereof, and has received from the purchasers their check in the amount of Two Hundred and Fifty Dollars ($250.00).

SEVEN: That two persons familiar with real estate values in and about Annapolis and Anne Arundel County have inspected said lot and have expressed the opinion that the purchase price is a fair one, a letter signed by Charles F. Lee, Jr. one of said persons, is filed herewith as "Trustee's Exhibit C" and prayed to be taken as a part hereof.

EIGHT: That the sale reported herein was a private sale.

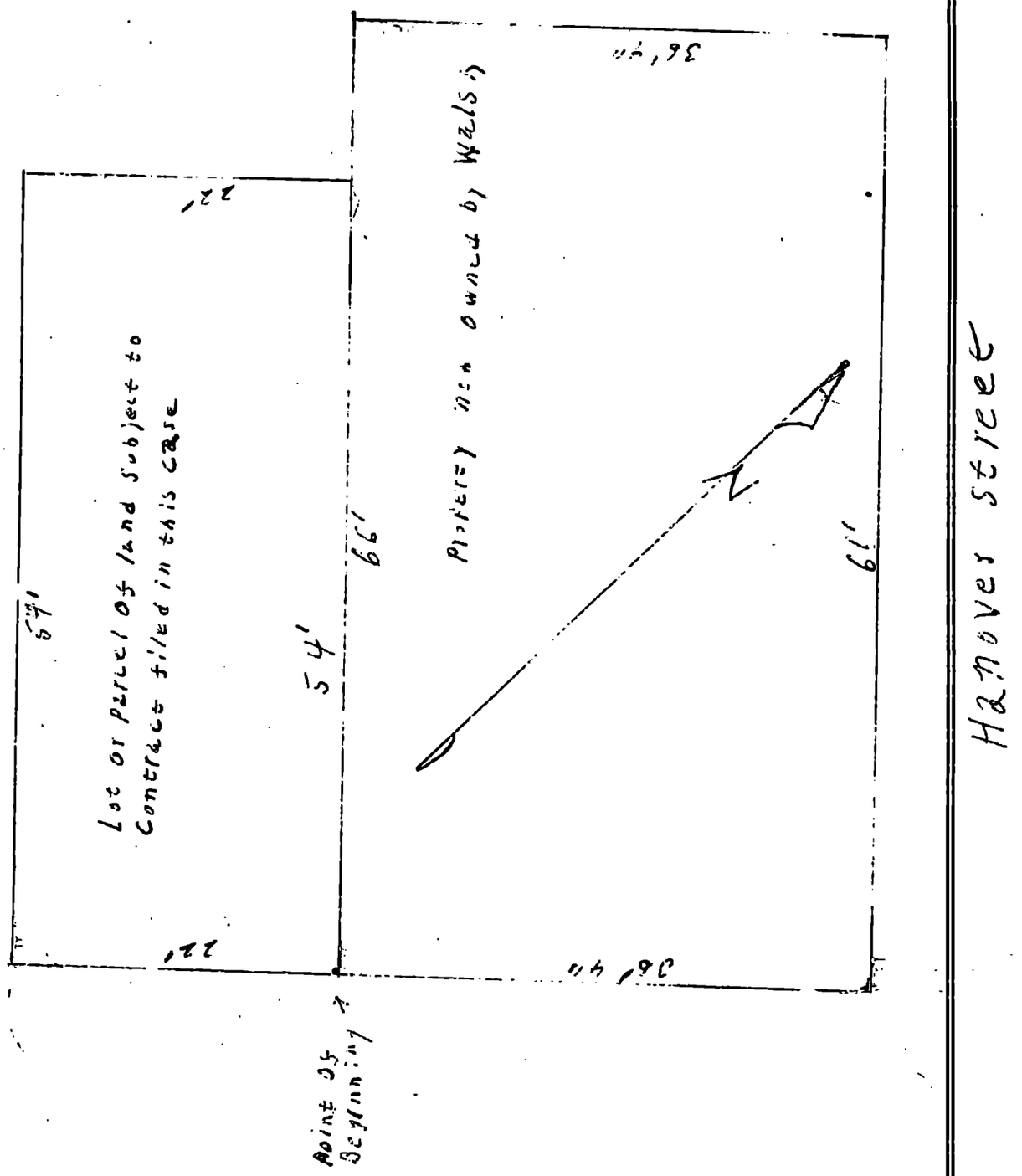
NINE: Your Trustee further reports that the sale was fairly made, that he verily belives that the sale of this property at this time is to the best interest of this Trust Estate, and that the price of Two Hundred and Fifty Dollars ($250.00) is a good and fair market price for the aforesaid property.

NOW, THEREFORE, Your Trustee prays your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this report and the exhibits filed herewith unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc

Robert M. Ogle
Attorney For Trustee

Jared B. Hampson
Trustee



TRUSTEE'S EXHIBIT A

Scale 1" = 10'

LIBER 76 PAGE 182

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 27th day of September 1950, by and between Estate of Robert L. Wernly, David S. Jenkins Trustee

of the first part, hereinafter called Vendor, and C. S. and Ann G. Walsh

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:

Plot of land 22 ft by 54 ft which adjoins the rear of property owned by Vendee and known as #269 Hanover Street.

At and for the price of Two Hundred Fifty and no/100 Dollars, of which Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

In full at time of signing of deed.

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES: As to both

[illegible]	Charles S. Walsh (SEAL)
Margaret J. Janney	[illegible] (SEAL)
	(SEAL)
	(SEAL)

(Trustee's Exhibit B)

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins:

Mr. Meredith and I have inspected the lot, owned by the Werntz Estate, situated in the rear of 269 Hanover Street, and we are of the opinion that the offer made by Mr. C. S. Walsh is a fair price on the present market.

Very truly yours,
Chas. F. Lee, Jr.
Charles F. Lee, Jr.

CFL,Jr/W

(TRUSTEE'S EXHIBIT C)

STATE OF MARYLAND? ANNE ARUNDEL COUNTY? TO WIT:

I HEREBY CEERTIFY, that on this 16th day of November 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale and the Exhibits filed therewith are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Mary H. Showacre
NOTARY PUBLIC

MARY H. SHOWACRE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 25th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of December next.

The report states that the amount of sales to be $7,050.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-18

Filed Jan. 16, 1957

No. E. C. 8083

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1957

We hereby certify, that the annexed

Order Nisi Sale
Eq # 6776 Amt. $7,050.00

Robert L. Werntz

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 29th day of December, 1950. The first insertion being made the 27th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

ORDER NISI

LIBER 76 PAGE 186

Ex Parte, In Re Trust Estate of

Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov. 25, 1950

Ordered, this 25 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of December next.

The report states that the amount of sales to be $ 7,050.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of

Robert L. Werntz

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 19 51 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To The Honorable, the Judges of said Court:

The report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 270 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street 23.5 feet, and runs back from King George Street with a depth of 94.5 feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That said house is in need of extensive repairs. The plaster is in bad condition, a new furnace should be installed, the plumbing and fixtures are outmoded, the entire interior is in need of refinishing, many of the shingles need replacing, and the exterior should be painted. The purchasers hereinafter named propose to spend Twenty-One Hundred Dollars ($2,100.00) in repairing this property.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat on which said lot or parcel of land is outlined in red, and also a description of said lot or parcel of land marked Trustee's "Exhibit B" and prayedto be taken as a part hereof.

Filed May 25 1955

SIX: That your Trustee, acting under authority of an order passed in this Honorable Court on the seventeenth day of June, 1940, has sold the above-mentioned property to Frank Vernon Rigler and Maye Haddix Rigler, his wife, at and for the sum of Seven Thousand and Fifty Dollars ($7,050.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand and Fifty Dollars ($7,050.00) is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate dealer, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services a sum equal to five percent of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee

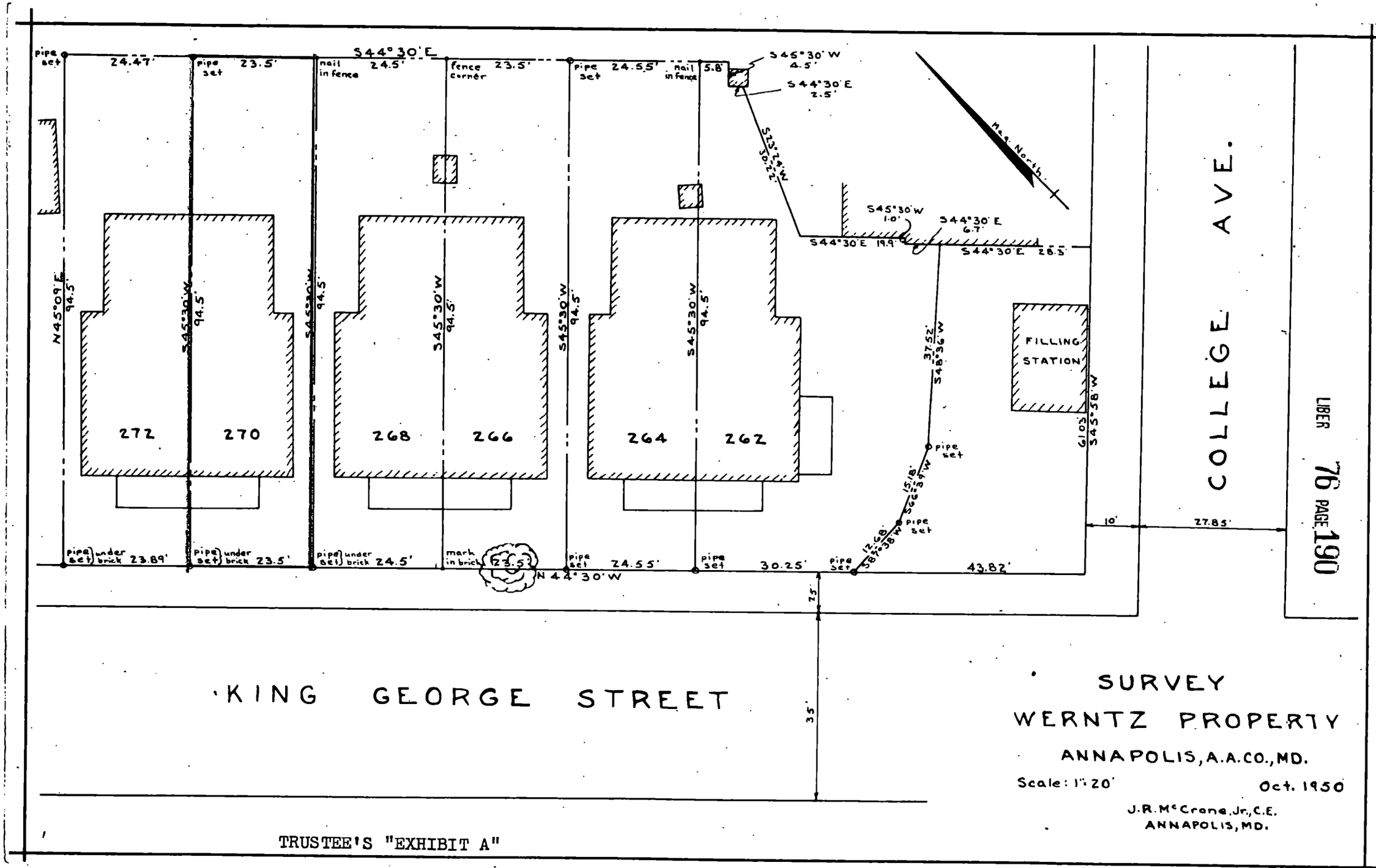
Trustee, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 24th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief. Witness my hand and notarial seal.

Notary Public

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.



TRUSTEE'S "EXHIBIT A"

SURVEYING ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME WEST RIVER 7032

LIBER 76 PAGE 191

J. R. McCRONE, JR.
ASSOC. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO. 270 King GEORGE STREET - PART OF WERNTZ ESTATE

Beginning for the same at a pipe set under a brick on the northeast side of King George Street where the division line Party Wall between Nos. 270 and 272, intersects the northeast side of said street; said point being located North 44° 30 West, 170.1 feet along the northeast side of said street from its intersection with the northwest side of College Avenue; and running from said beginning point and with said division line, North 45° 30' West, 94.5 feet to a pipe set; thence South 44° 30' East, 23.5 feet to a nail in a fence corner; thence with the division line between Nos 270 and 268 King George Street, South 45° 30' West, 94.5 feet to a pipe set under a brick on the northeast side of King George Street; thence with the same, North 44° 30' West, 23.5 feet to the place of beginning.

Being known as No. 270 King George Street and being part of the conveyance from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 59; and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950.

TRUSTEE'S "EXHIBIT B"

LIBER 76 PAGE 192

CONTRACT OF SALE

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

This Agreement, Made this 30th day of August 19 57, by and between Estate of Robert L. Wernitz, Ward B Jenkins, Trustee of the first part, hereinafter called Vendor, and Frank Vernon and Maye Haddix Rigler of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the 6th Election District of Anne Arundel County, Maryland, and described as follows:

Lot and improvements known as #270 King George Street

At and for the price of Four Thousand Fifty and no/100 Dollars, of which Fifty Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

balance upon signing of deed.

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES: AS TO ALL:

Evelyn M. Baettcher

Estate of Robert L. Wernitz (SEAL)

Ward B Jenkins Trustee (SEAL)

Frank Vernon Rigler (SEAL)

Maye Haddix Rigler (SEAL)

TRUSTEE'S "EXHIBIT C"

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St.	-	$7,000.00
264 King George St.	-	7,250.00
266 King George St.	-	7,000.00
268 King George St.	-	7,250.00
270 King George St.	-	7,050.00
272 King George St.	-	7,250.00
Total -	-	$43,000.00

Although the above properties are quite old they are all in good condition, and we think they may be readily sold at the above prices.

Very truly yours,

Carey L. Meredith

Carey L. Meredith

Chas. F. Lee Jr.

Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT D"

LIBER 76 PAGE 194

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ.

Ordered, this 28th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of January next.

The report states that the amount of sales to be $7,200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-20

Filed Jan 16, 1951

No. E. C. 8090

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 9, 1951

We hereby certify, that the annexed Order Nisi - Sale Eq. # 6776 - Amt. $7,200.00 Robt L. Werntz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1951. The first insertion being made the 29th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

LIBER 76 PAGE 195

ORDER NISI

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov. 28, 1950

Ordered, this 28 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of January next.

The report states that the amount of sales to be $ 7,200.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Ulrichson
Judge

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 262 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street thirty and twenty-five one hundredths (30.25) feet, and runs back from King George Street with a depth of ninety-four and five-tenths (94.5) feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That said house is at this time in need of painting and papering, the floors need reconditioning, the exterior of the house should be partly reshingled and painted, and the fence should be renewed. The purchaser proposes to spend at least Eight Hundred Dollars ($800.00) on this property immediately upon the consummation of this sale. This Estate has spent no money on this property since rent controls were introduced.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat on which said lot or parcel of land is outlined in red, and

Filed Jan 28 1950

also a description of said lot or parcel of land marked Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Edna Earl Perrie, at and for the sum of Seven Thousand Two Hundred Dollars ($7,200.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand Two Hundred Dollars ($7,200.00) is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate agent, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this Estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services

a sum equal to five percentum of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

AND AS IN DUTY BOUND, etc.

Robert A. Ogle
Solicitor for Trustee

David S. Jenkins
Trustee

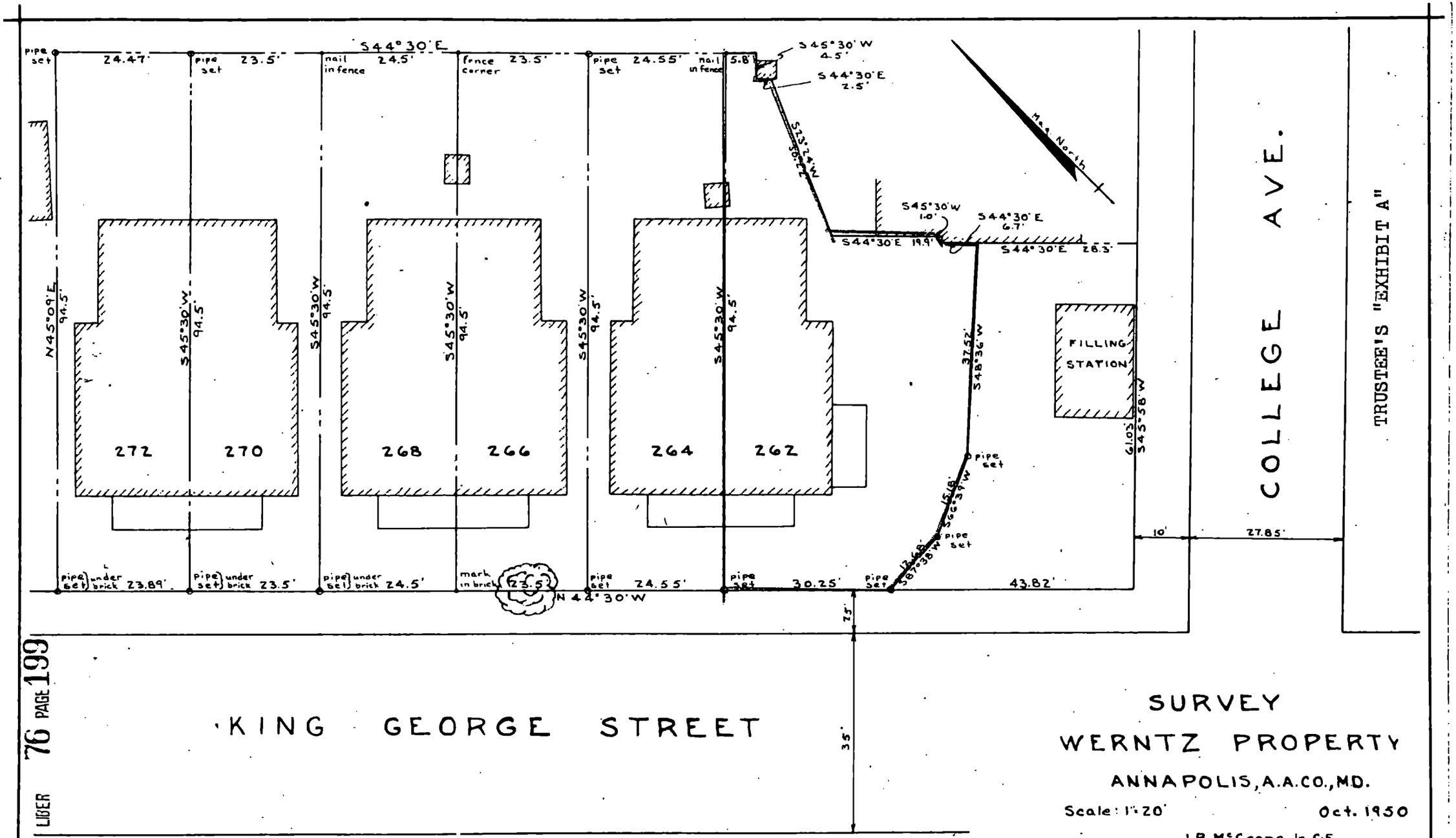
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 27th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO.

William D. Jenkins
Notary Public



SURVEY
WERNTZ PROPERTY
ANNAPOLIS, A.A.CO., MD.
Scale: 1" = 20' Oct. 1950
J.R. McCrone, Jr., C.E.
ANNAPOLIS, MD.

LIBER 76 PAGE 199

SURVEYING ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME WEST RIVER 7032

LIBER 76 PAGE 200

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO. 262 KING GEORGE STREET- PART OF WERNTZ ESTATE

Beginning for the same at a pipe set where the division line + Party Wall between Nos. 264 and 262 King George Street, intersects the north-east side of King George Street, said pipe being located North 44° 30' West, 74.07 feet from the intersection of the north-east side of King George Street and the north-west side of College Avenue; and running from said pipe and with the division line between Nos. 262 and 264, North 45° 30' East, 94.5 feet to a nail in a fence; thence with the line ~~line~~ of the fence, South 44° 30' East, 5.8 feet to a corner; thence South 45° 30' West, 4.5 feet along the west side of a shed; and South 44° 30' East, 2.5 feet along the south side of said shed; thence leaving the shed, South 23° 24' West, 30.22 feet to a point and South 44° 30' East, 44° 30' East, 19.9 feet to a point; thence South 45° 30' West, 1 foot to a point and South 44° 30' East, 6.7 feet to the division line between the herein described lot and the Filling Station Lot; thence with said line, South 48° 36' West, 37.52 feet to a pipe; thence South 66° 39' West, 15.18 feet to a pipe and South 87° 38' West 12.68 feet to a pipe set on the north-east side of King George Street; thence with the same, North 44° 30' West 30.25 feet to the place of beginning.

Being part of the Werntz Estate and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950; said property having been conveyed from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 59.

TRUSTEE'S "EXHIBIT B"

LIBER 76 PAGE 201

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 18th day of August 1950, by and between Hand B Jenkins, Trustee Estate of Robert L. Wernly of the first part, hereinafter called Vendor, and Edna Earl Perrie 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:

Lot and improvements known as #262 King George Street in Annapolis Maryland

At and for the price of Seventy Two Hundred Dollars, of which Fifty Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Settlement in full on day and time of transfer of property

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES: as to all:

Evelyn M. Boettcher

Edna Earl Perrie (SEAL)

Edna E. Perrie (SEAL)

Estate of Robert L. Wernly (SEAL)

Hand B Jenkins (SEAL)

TRUSTEE'S "EXHIBIT C"

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St. -	$7,200.00
264 King George St. -	7,250.00
266 King George St. -	7,000.00
268 King George St. -	7,250.00
270 King George St. -	7,050.00
272 King George St. -	7,250.00
Total - -	$43,000.00

In our opinion, we think the above prices are fair and adequate at the present time.

Respectfully submitted

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee Jr.
Charles F. Lee, Jr.

Trustee's "Exhibit D"

LIBER 76 PAGE 203

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ.

Ordered, this 25th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee in The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of December next.

The report states that the amount of sales to be $7,250.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-18

Filed Jan. 16, 1951

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify, that the annexed Order Nisi - Sale Eq. # 6776 - Amt. $7,250.00 Robt L. Werntz

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 29th day of December, 1950. The first insertion being made the 29th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Braun

No. E. C. 8089

LIBER 76 PAGE 204

ORDER NISI

Ex Parte, In Re Trust Estate of

Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov 25, 1950

Ordered, this 25 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of December next.

The report states that the amount of sales to be $ 7,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of

Robert L. Werntz

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 19 51 that the sale made and reported by the Trustee aforesaid, be and the same finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Kirkpatrick
Judge

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To The Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 272 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street twenty-three and eighty-nine one hundredths (23.89) feet, and runs back from King George Street with a depth of ninety-four and five-tenths (94.5) feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That at this time the interior of this house is in need of painting and papering, the floors are in need of re-finishing, the plumbing is out of date, and the water pipes should be renewed. Your Trustee has spent no money on this house since rent controls were imposed.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat on which said lot or parcel of land is outlined in red, and also a description of said lot or parcel of land marked Trustee's "Exhibit B", and prayed to be taken as a part hereof.

Filed: Mar 28 1950

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Charlotte Whaley Ewald, at and for the sum of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00) is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate agent, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this Estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services a sum equal to five percentum of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee

Trustee

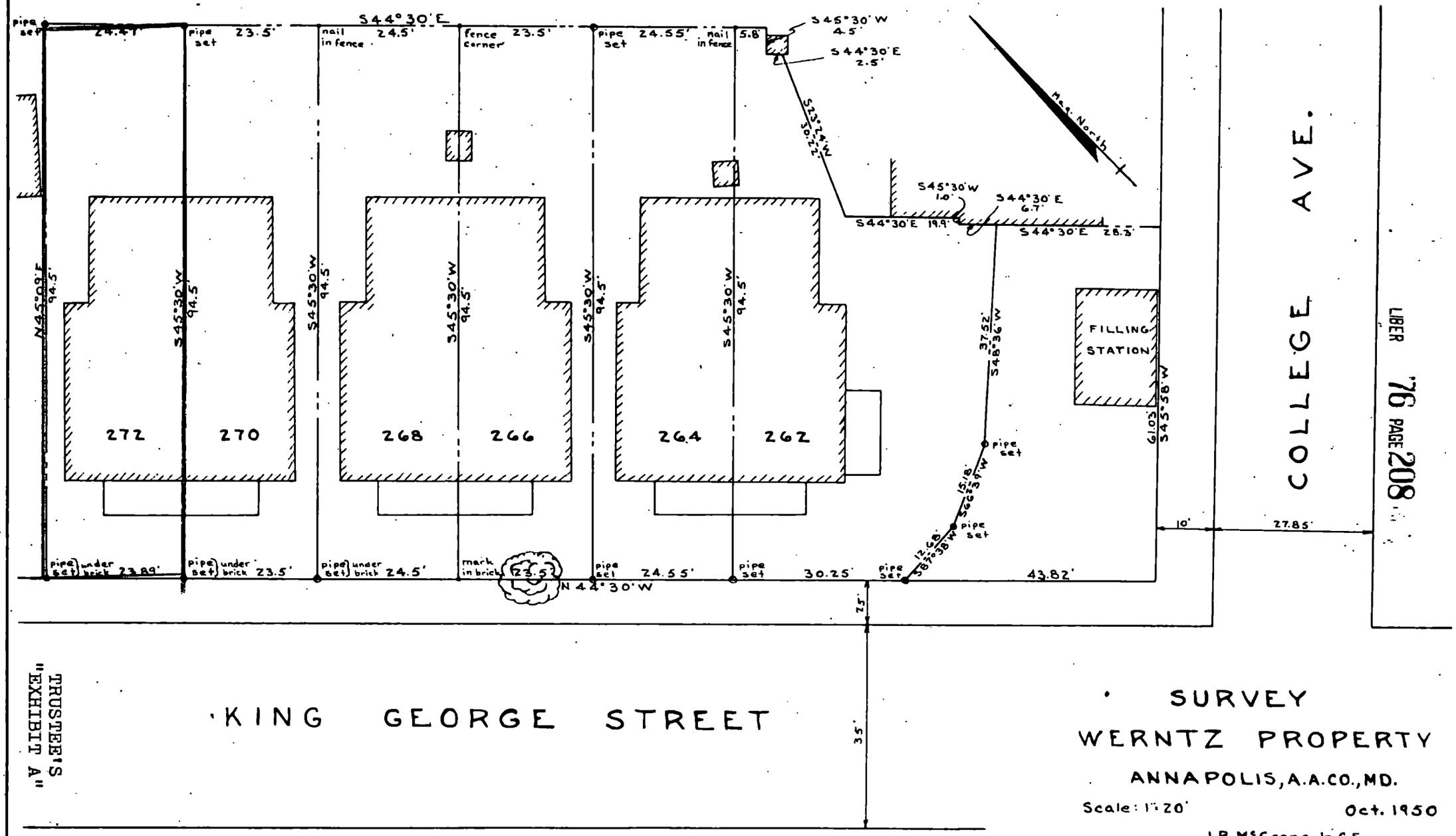
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 27th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.



TRUSTEE'S "EXHIBIT A"

SURVEY
WERNTZ PROPERTY
ANNAPOLIS, A.A.CO., MD.

Scale: 1" = 20'

Oct. 1950

J.R. McCrone, Jr., C.E.
ANNAPOLIS, MD.

SURVEYING ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME WEST RIVER 7032

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO.272 KING GEORGE STREET - PART OF WERNTZ ESTATE

Beginning for the same at a pipe set under a brick on the northeast side of King George Street; where the division line and party wall between Nos. 270 and 272 intersects the northeast side of said street; said pipe being located north 44° 30' West, 170.1 feet along the northeast side of King George Street from its intersection with the northwest side of College Avenue; and running from said beginning point and with King George Street, North 44° 30' West, 23.89 feet to a pipe set under a brick; thence leaving said street, North 45° 09' East, 94.5 feet to a pipe set; thence South 44° 30' East, 24.47 feet to a pipe; thence with the division line between Nos. 272 and 270, South 45° 30' West, 94.5 feet to the place of beginning.

Being known as No. 272 King George Street, and being part of the conveyance from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 59; and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950.

TRUSTEE'S "EXHIBIT B"

LIBER 76 PAGE 210

CONTRACT OF SALE

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

This Agreement, Made this 18th day of August 1950, by and between Estate of Robert L. Wurntz, Hand B. Jenkins Trustee of the first part, hereinafter called Vendor, and Charlotte Whaley Ewald of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the 6 Election District of Anne Arundel County, Maryland, and described as follows:

Lot and improvements known as #272 King George St

At and for the price of Seven Thousand Two Hundred Fifty and no/100 Dollars, of which Fifty Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

balance upon deed signing

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Frances B. Smith
Ellen T. Elliott

Charlotte Whaley Ewald (SEAL)
(SEAL)
Estate of Robert L. Wurntz (SEAL)
Hand B. Jenkins Trustee (SEAL)

TRUSTEE'S "EXHIBIT C"

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St.	-	$7,200.00
264 King George St.	-	7,250.00
266 King George St.	-	7,000.00
268 King George St.	-	7,250.00
270 King George St.	-	7,050.00
272 King George St.	-	7,250.00
Total -	-	$43,000.00

Although the above properties are quite old they are all in good condition, and we think they may be readily sold at the above prices.

Very truly yours,

Carey L. Meredith

Carey L. Meredith

Chas. F. Lee Jr.

Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT D"

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 28th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of January next.

The report states that the amount of sa[illegible] to be $7,000.00.

[illegible] H. HOPKINS, 3rd., Clerk.

TEST:

[illegible] HOPKINS, 3rd., Clerk.

d-20

Filed Jan. 16, 1951

LIBER 76 PAGE 212 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify that the annexed

Order Nisi - Sale
Eq #6776 - Amt. 7,000.00

Robt L. Werntz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1951. The first insertion being made the 29th day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

No. E. C. 8092

ORDER NISI

LIBER 76 PAGE 213

Ex Parte, In Re Trust Estate of

Robert L. Werntz

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov. 28, 1950

Ordered, this 28 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of January next.

The report states that the amount of sales to be $ 7,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of

Robert L. Werntz

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 19 51 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 Nicholson

Judge.

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To The Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 266 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street twenty-three and five-tenths (23.5) feet, and runs back from King George Street with a depth of ninety-four and five-tenths (94.5) feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That the entire interior of this house is in need of painting and papering, the floors are in poor condition, a number of the water pipes should be replaced, the plumbing fixtures are out of date, an oil burner should be installed in the house, the exterior of the house and roof should be painted at an early date, and the fence should be repaired. Your Trustee has spent no money on this property since rent controls were imposed.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat

Filed May 28 1950

on which said lot or parcel of land is outlined in red, and also a description of said lot or parcel of land marked Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Louise T. Stribling, Jr., who is the present occupant of said property, at and for the sum of Seven Thousand Dollars ($7,000.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand Dollars ($7,000.00) is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate agent, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this Estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he

has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services a sum equal to five percentum of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

AND AS IN DUTY BOUND, etc.

Robert M. Ogle
Solicitor for Trustee

David S. Jenkins
Trustee

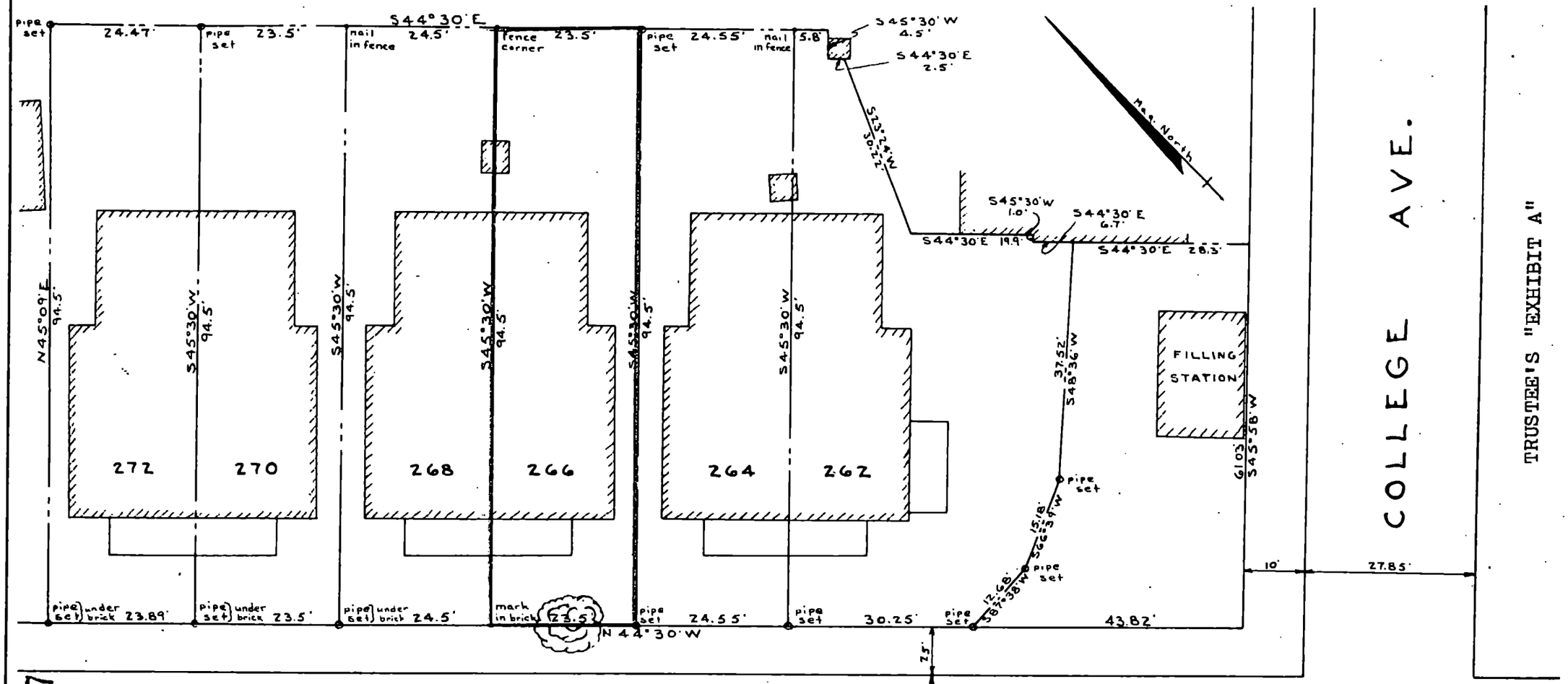
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 27th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

William D. Jenkins
Notary Public



LIBER 76 PAGE 217

SURVEY
WERNTZ PROPERTY
ANNAPOLIS, A.A.CO., MD.

Scale: 1" = 20' Oct. 1950

J.R. McCrone, Jr., C.E.
ANNAPOLIS, MD.

SURVEYING ENGINEERING SUPERVISION DESIGNING

LIBER 76 PAGE 218

TELEPHONE 3323
HOME WEST RIVER 7032

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF No. 266 KING GEORGE STREET- PART OF WERNTZ ESTATE

Beginning for the same at a mark in a brick where the division line + Party Wall between Nos. 266 and 268 King George Street intersects the north-east side of King George Street, said pipe being located North 44° 30' West, 122.12 feet from the intersection of the northeast side of King George Street and the north-west side of College Avenue; and running from said pipe and with said division line, North 45° 30' East, 94.5 feet to a fence corner; thence with the line of fence, South 44° 30' East, 23.5 feet to a pipe set; thence with the division line between Lots 266 and 264, South 45° 30' West, 94.5 feet to a pipe set in the north-east side of King George Street; thence with the same, North 44° 30' West, 23.5 feet to the place of beginning.

Being a pert of the property conveyed by ~~Bernard~~ Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 59, and as surveued by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950.

"TRUSTEE'S "EXHIBIT B"

CONTRACT OF SALE

LIBER 76 PAGE 219

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 18th day of August 1950, by and between David B. Jenkins, Trustee Estate of Robert L. Wernz of the first part, hereinafter called Vendor, and Louise T. Strebling Jr. 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:

Lot and improvements known as #266 King George Street in Annapolis, Maryland

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

Settlement in full on day and time of transfer of property

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.

Witness to vendees signature – Robert M. [illegible]

[redacted]:

~~Louise T. Strebling, Jr.~~

Witness to

~~David B. Jenkins~~

Ellen T. Elliott

Estate of Robert L. Wernz (SEAL)

David B. Jenkins (SEAL)

~~Louise T. [illegible]~~ Trustee (SEAL)

Louise T. Strebling Jr. (SEAL)

TRUSTEE'S "EXHIBIT C"

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St. -	$7,200.00
264 King George St. -	7,250.00
266 King George St. -	7,000.00
268 King George St. -	7,250.00
270 King George St. -	7,050.00
272 King George St. -	7,250.00
Total - -	$43,000.00

In our opinion, we think the above prices are fair and adequate at the present time.

Respectfully submitted

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee, Jr.
Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT D"

LIBER 76 PAGE 221

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity

EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 25th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee in The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of December next.

The report states that the amount of sales to be $7,250.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-18

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify that the annexed

Order Nisi - Sale
Eq #6776 - Amt. $7250.00

Robt. L. Werntz

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 29th day of December, 1950 The first insertion being made the 27th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed Jan. 16, 1951

No. E. C. 8084

ORDER NISI

LIBER 76 PAGE 222

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov. 28, 1950

Ordered, this 28 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. ~~Trustees,~~ Werntz

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of January next.

The report states that the amount of sales to be $ 7,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To The Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 264 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street twenty-four and fifty-five one hundredths (24.55) feet, and runs back from King George Street with a depth of ninety-four and five-tenths (94.5) feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That said house is in need of considerable exterior repairs, numerous shingles have fallen off or are coming off, exterior painting should be done immediately, the entire interior should be refinished, and the floors are in bad condition. The property should be re-fenced. The Estate has spent no money on this property since rent controls were imposed.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat on which said lot or parcel of land is outlined in red, and

also a description of said lot or parcel of land marked Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to William Joseph Andrie and Millicent B. Andrie, his wife, at and for the sum of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00) is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate agent, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this Estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he

has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services a sum equal to five percentum of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee

Trustee

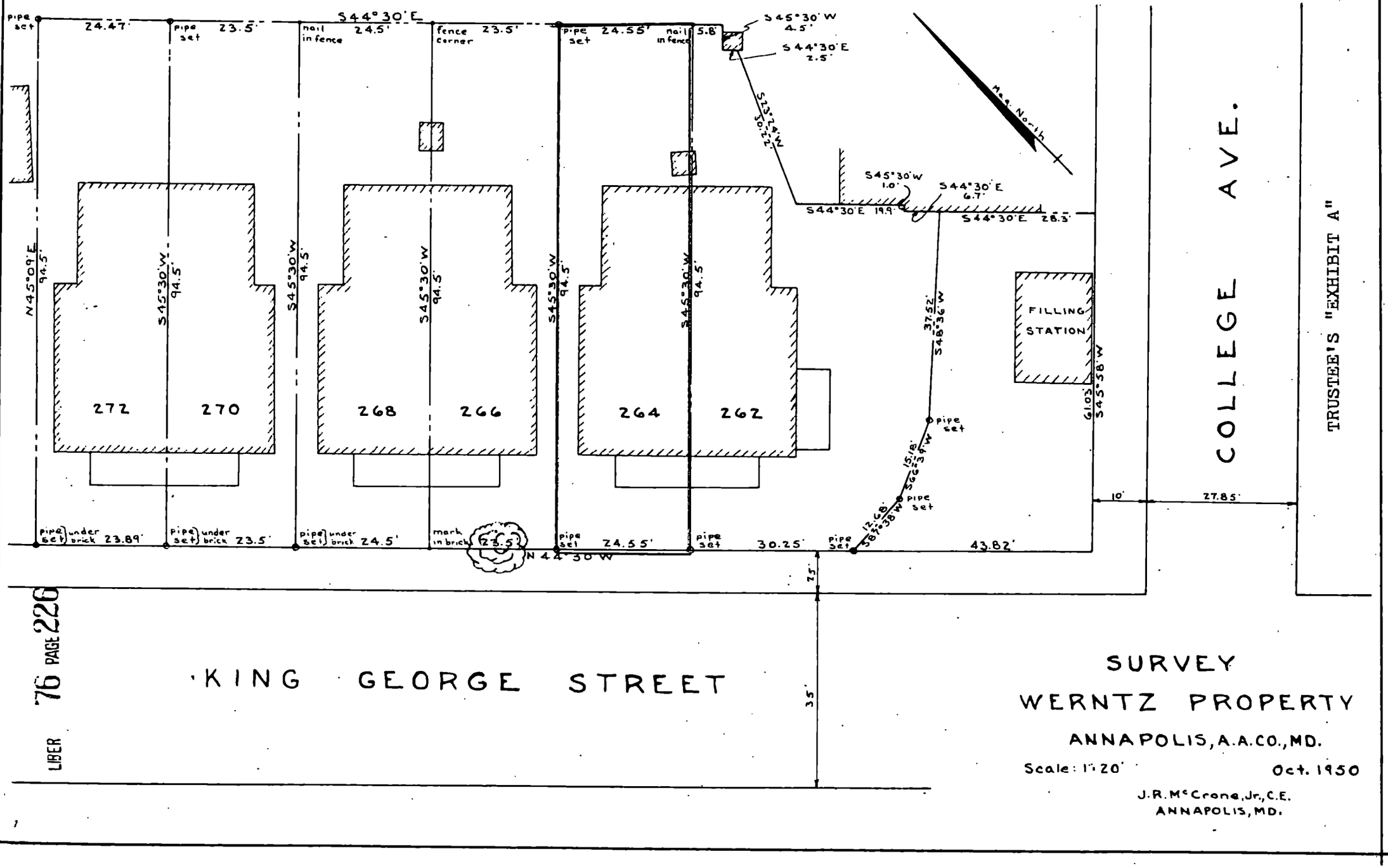
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 27th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public



LIBER 76 PAGE 226

SURVEYING ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME WEST RIVER 7032

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO. 264 KING GEORGE STREET - PART OF WERNTZ ESTATE

Beginning for the same at an iron pipe set in the north-east line of King George Street where the division line and party wall between No. 264 and No.262 INtersects the north-east side of said street; said pipe being located along the north-east side of King George Street, North 44° 30' West, 74.07 feet from the intersection of the north-east side of King George Street and the north west side of College Avenue; and running from thence and with the north-east side of King George Street, North 44° 30' West, 24.55 feet to a pipe set at the intersection of the division line between No. 264 and No. 266 and the north-east side of said street; thence with said division line, North 45° 30' East, 94.5 feet to a pipe in a fence line; thence with the line of fence South 44° 30' East, 24.55 feet to a nail in said fence; thence with the division line between Nos. 264 and 262, South 45° 30' West, 94.5 feet said line passing through a shed and the division wall between said houses, to the place of beginning.

Being part of the Werntz Estate and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950. said property having been acquired by deed from Ferdinand Freytag to Robert L. Werntz, dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 59.

TRUSTEE'S "EXHIBIT B"

LIBER 76 PAGE 228

CONTRACT OF SALE

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

This Agreement, Made this 28th day of August 1950, by and between Estate of Robert L. Wernitz
Hand B. Jenkins Trustee
of the first part, hereinafter called Vendor, and William and Millicent Andrie
of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the 6th Election District of Anne Arundel County, Maryland, and described as follows:

Lot and improvements known as #264 King George St.

At and for the price of Seven Thousand Two Hundred Fifty & 00/100 Dollars, of which Fifty — Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

balance upon signing of deed.

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

William M. Scott
WILLIAM M. SCOTT
NOTARY PUBLIC, State of New York
No. 30-8890100
Qualified in Nassau County
Term Expires March 30, 1952
Ellen J. Elliott

William Joseph Andrie (SEAL) X
Millicent B. Andrie (SEAL) X
Estate of Robert L. Wernitz (SEAL)
Hand B. Jenkins Trustee (SEAL)

TRUSTEE'S "EXHIBIT C"

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 8, 1950

Mr. David C. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: H. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St. -	$7,200.00
264 King George St. -	7,250.00
266 King George St. -	7,000.00
268 King George St. -	7,250.00
270 King George St. -	7,050.00
272 King George St. -	7,250.00
Total - -	$43,000.00

In our opinion, we think the above prices are fair and adequate at the present time.

Respectfully submitted

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee Jr.
Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT D"

LIBER 76 PAGE 230

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 28th day of November, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of January next.

The report states that the amount of sales to be $7,250.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-20

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify that the annexed

Order Nisi - Sale
Eq. #6776 - Amt. $7250.00

Robt L. Werntz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1951. The first insertion being made the 29th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By P. L. Brown

No. E. C. 8091

Filed Jan. 16, 1951

ORDER NISI

LIBER 76 PAGE 231

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Nov. 28, 1950

Ordered, this 28 day of November, 19 50, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of January next.

The report states that the amount of sales to be $ 7,250.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of
Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed Jan. 16, 1951

ORDERED BY THE COURT, This 16th day of January, 19 51 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.

Benjamin Michaelson
Judge

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To The Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 268 King George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on King George Street twenty-four and five-tenths (24.5) feet, and runs back from King George Street with a depth of ninety-four and five-tenths (94.5) feet.

THREE: That said lot or parcel of land is improved by a three-story frame house, said house consisting of two lower stories used for living purposes and a finished attic, said house being one section of a double house.

FOUR: That said house is at this time in need of new wallpaper and paint, the oil burner is old and should be replaced, exterior painting is necessary, and the plumbing is out of date. Also, new water lines should be installed. This Estate has spent no money on this house since rent controls were introduced.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat on which said lot or parcel of land is outlined in red, and also a description of said lot or parcel of land marked

Filed May 25 1950

Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to James M. Magruder, Jr. and Mary Frances Magruder, his wife, who are the present occupants of said property, at and for the sum of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit D", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand Two Hundred and Fifty Dollars ($7,250.00), is a good and fair market price for the aforesaid property.

TEN: Your Trustee further reports that in making the sale of this property he acted in place and stead of a real estate agent, that it was necessary for him to have the property surveyed and to consult with the surveyors with regard to the property, that he discussed the sale of this property with the purchasers on numerous occasions, that he also discussed this sale with the attorney for this Estate on several occasions, and that he discussed the sale with real estate dealers on several occasions, and he, therefore, verily believes that he

has rendered unusual services to this Trust Estate in making this sale, and should receive as compensation for his services a sum equal to five percentum of the purchase price.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises

(a) Ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

(b) Allowing your Trustee, out of the purchase price paid for this property, a commission equal to five percentum of the purchase price as compensation for his unusual services to this Trust Estate in making the sale.

ANE AS IN DUTY BOUND, etc.

Solicitor for Trustee

Trustee, Petitioner

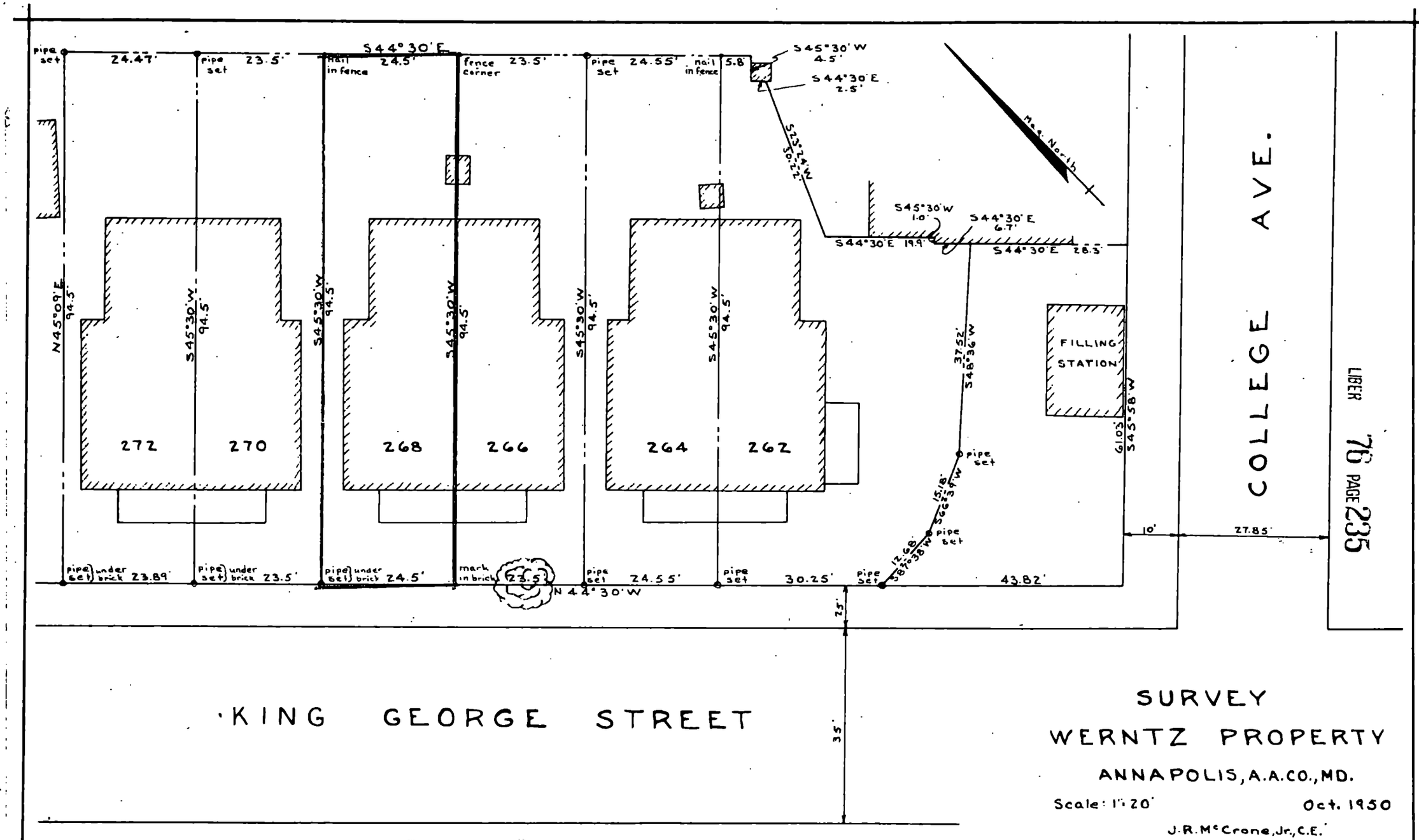
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 24th day of November, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Notary Public



SURVEY
WERNTZ PROPERTY
ANNAPOLIS, A.A.CO., MD.
Scale: 1" = 20'
Oct. 1950
J.R. McCrone, Jr., C.E.
ANNAPOLIS, MD.

TRUSTEE'S "EXHIBIT A"

SURVEYING

ENGINEERING SUPERVISION

DESIGNING

LIBER 76 PAGE 236

TELEPHONE 3323
HOME WEST RIVER 7032

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO. 268 KING GEORGE STREET - PART OF WERNTZ ESTATE

Beginning for the same at a mark in a brick on the east side of King George Street where the division line between Nos. 268 and 266 King George Street intersects the east side of said street, said point being located North 44° 30' West, 122.12 feet from the intersection of the east side of King George Street and the west side of College Avenue; thence with the east side of King George Street, North 44° 30' West, 24.5 feet to a pipe set under a brick; thence leaving King George Street and with the division line between Lots 268 and 270, North 45° 30' East, 94.5 feet to a nail in a fence; thence with the line of fence, South 44° 30' East, 24.5 feet to a fence corner; thence with the division line between Nos 268 and 266 and passing through the center of a shed on line, South 45° 30' West, 94.5 feet to the placeeof beginning.

Being known as No. 268 King george Street, and being part of the conveyance from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Annd Arundel County in Liber S. H. 36, folio 59, and as surveyed by J. R. McCrone, Jr., registered Professional Engineer and Land Surveyor in October, 1950.

TRUSTEE'S "EXHIBIT B"

LIBER 76 PAGE 237

CONTRACT OF SALE

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

This Agreement, Made this 18th day of August 1950

19____, by and between

Estate of Robert L. Wernty, Hand B. Jenkins, Trustee

of the first part, hereinafter called Vendor, and James M. Magruder & Mary Frances Magruder

of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the 6 Election District of Anne Arundel County, Maryland, and described as follows:

Lot and improvements known as #268 King George St.

At and for the price of Seven Thousand Two Hundred Fifty and 00/100 Dollars, of which - Fifty - Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

balance upon deed delivery

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

James M. Magruder
Barbara Wirth Harden
Ellen J. Elliott

James M. Magruder, Jr. (SEAL)
Mary Frances Magruder (SEAL)
Estate of Robert L. Wernty (SEAL)
Hand B. Jenkins, Trustee (SEAL)

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

March 3, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on King George Street for the purpose of making an appraisal, and find the values to be as follows:

262 King George St.	-	$7,200.00
264 King George St.	-	7,250.00
266 King George St.	-	7,000.00
268 King George St.	-	7,250.00
270 King George St.	-	7,050.00
272 King George St.	-	7,250.00
Total -	-	$43,000.00

Although the above properties are quite old they are all in good condition, and we think they may be readily sold at the above prices.

Very truly yours,

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee Jr.
Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT D"

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Petition of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows unto your Honors:

FIRST: That by a contract of sale dated September 27th, 1950 your Trustee sold to Charles S. Walsh and Ann G. Walsh, his wife, a twenty two foot(22') by fifty four foot(54') lot or parcel of land which lot adjoins the rear of the property of the vendees known as #269 Hanover Street, Annapolis, Maryland.

SECOND: That said sale was duly reported to this Honorable Court on November 16th, 1950 and on that same date an Order Nisi was issued Ordering that said sale be ratified and confirmed unless cause to the contrary thereof be shown on or before December 19th, 1950, that a copy of said Order was published in the Evening Capital, in Anne Arundel County, as required therein and certificate of publication of said Order is filed in this Cause herewith and prayed to be taken as a part hereof.

THIRD: That on November 21st, 1950, during the period of publication of the Order Nisi, Charles S. Walsh, one of the purchasers of the herein named property died leaving all of his property both real and personal to Ann G. Walsh, his widow, the other purchaser, by a Will dated September 16th, 1950, and duly probated in the Orphans' Court for Anne Arundel

Filed Feb 26 1951

County, on November 30th, 1950. Said will appears among the Will Records of Anne Arundel County in Will Book R. G. P. No. 4, folio 79 docket 56.

FOURTH: That it was the intent and purpose of the purchasers herein named to take title to said lot or parcel of land as tenants by the entireties since they wished to combine this lot with the adjacent lot held by them as tenants by the entireties.

FIFTH: That Ann G. Walsh the surviving spouse of Charles S. Walsh, and the surviving purchaser of the lot or parcel of land herein mentioned has requested of your Trustee a deed for said lot in her own name as sole purchaser.

WHEREFORE: Your Trustee prays your Honors to pass an Order in the premises:

(1) Ratifying and confirming the sale of this lot or parcel of land made and reported by your Trustee in a report filed in this cause on November 16th, 1950,

(2) Allowing and directing your Trustee to make a deed for said property to Ann G. Walsh the widow of Charles S. Walsh and the surviving purchaser of the property mentioned in these proceedings.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 26th day of February, 1950, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jackson
Notary Public

ORDER OF COURT

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 27th day of February, 1951, that the sale Reported by David S. Jenkins, Trustee, on November 16th, 1950, 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 this cause; and it is further Ordered that, it appearing that Charles S. Walsh, one of the purchasers named in the Report of Sale has died, and that his widow Ann G. Walsh is the sole surviving purchaser named in these proceedings, the said David S. Jenkins, Trustee, is hereby authorized, directed and empowered to execute a deed for the property herein mentioned to the said Ann G. Walsh as sole vendee. It is further Ordered that the Trustee be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed Feb 27 1951

Benjamin Michaelson
Judge

EX PARTE	:	NO. 6776 EQUITY
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY
: : : :		

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully represents:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 9 Maryland Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is described as follows: Beginning for the same at the northernmost corner of the property described in a deed from Robert L. Werntz to Helen Glenn Ellyson, dated June 6, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 15 Folio 3, and running from thence and with the line of Maryland Avenue in a northeasterly direction fifty-five and seventy-five one hundredths (55.75') feet; thence leaving said avenue and running in a southeasterly direction one hundred and thirty-two and five tenths (132.5') feet; thence in a southwesterly direction fifty-two and seventy-five one hundredths (52.75') feet; thence in a northwesterly direction one hundred and thirty-two and five-tenths (132.5') feet to the place of beginning.

It being a part of the property known as "The Tilton Property" which was conveyed to Robert L. Werntz by James A. Walton, and wife, by deed dated January 9, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 9 Folio 325.

THREE: That said lot or parcel of land is improved by a three story brick house which was built in the late seventeen hundreds and is now in great need of extensive repairs. The plumbing is obsolete and the fixtures in the two bathrooms may be considered antique. New water pipes should be installed. The heating facilities should be replaced. The floor in a portion of the building should be replaced, according to architects who have inspected the property. The entire house, inside and out, should be painted. The interior needs papering and the plaster is in need of repairs. Two large trees in the back yard must be removed and the cost

Filed May 2, 1951

of removal will be considerable.

Six prospective purchasers have refused this property upon their inspecting the property and learning the cost of putting it in habitable condition.

FOUR: That your Trustee has offered this property for sale for at least a year, and at first asked Eighteen Thousand ($18,000.00) Dollars for it; however, he could find only one purchaser at that price and said purchaser was unable to finance the transaction at that price after an inspection of the property by appraisers for the financing agency. Thereafter, your Trustee reduced the price and after a number of prospective purchasers had inspected the property, your Trustee received an offer of Seventeen Thousand ($17,000.00) Dollars from Reamer W. Argo and Ellen T. Argo, his wife.

FIVE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to the aforesaid Reamer W. Argo and Ellen T. Argo, his wife, at and for the sum of Seventeen Thousand ($17,000.00) Dollars, under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

SIX: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit B", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

SEVEN: That the aforesaid sale was a private sale.

EIGHT: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seventeen Thousand ($17,000.00) Dollars is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert [illegible] Solicitor for Trustee

[illegible] Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Set:

I HEREBY CERTIFY, that on this 2nd day of May, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jenkins
Notary Public

My Commission Expires May 31, 1951

WILLIAM D. JENKINS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LIBER 76 PAGE 246

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 12nd day of April 1951, by and between The Estate of Robert L. Wernitz, David B. Jenkins, Trustee of the first part, hereinafter called Vendor, and Colonel Reamer W and Mrs Ellen T. Argo 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:

Lot and improvements known as 9 Maryland Avenue

At and for the price of Seventeen Thousand and no/100 Dollars, of which One Hundred and no/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Balance of $16,900 to be paid upon proper ratification of sale by Circuit Court of Anne Arundel County and the conveyance to the vendee of an adequate and proper deed.
Decision with regard to sale to be made within thirty days.

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

M. W. Rannels

Estate of Robert L. Wernitz (SEAL)
David B. Jenkins, Trustee (SEAL)
Reamer W Argo (SEAL)
Ellen T. Argo (SEAL)

TRUSTEE'S "EXHIBIT A"

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

April 25, 1951

Mr. David S. Jenkins, Trustee
Estate of R. L. Werntz
Annapolis, Md.

Dear Mr. Jenkins: Re: 9 Maryland Ave.

Please be advised that as of the above date, we the undersigned, are of the opinion that a true value of this property would be $17,000.00.

Respectfully submitted,

Carey L. Meredith

Carey L. Meredith

Chas. F. Lee Jr.

Charles F. Lee, Jr.

Trustee's "Exhibit B"

LIBER 76 PAGE 248

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 6776 Equity
Ex Parte, In Re Trust Estate Of
Robert L. Werntz

Ordered, this 2nd day of May, 1951, That the sale of the Real Estate in these proceeding mentioned, made and reported by David S. Jenkins, Trustee in the trust estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of June next.

The report states that the amount of sales to be $17,000.00.

JOHN H. HOPKINS, 3rd Clerk

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

m-25

Filed June 8, 1951

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 7, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity 6776 Robert L. Werntz

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

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 9387

By DBMacey

ORDER NISI

LIBER 76 PAGE 249

Ex Parte, In Re Trust Estate of

Robert L. Werntz

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed May 2, 1951

Ordered, this 2 day of May, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by David S. Jenkins, Trustee In The Trust Estate of Robert L. Werntz ~~Trustee~~,

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

The report states that the amount of sales to be $ 17,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte, In Re Trust Estate of

Robert L. Werntz

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed June 8, 1951

ORDERED BY THE COURT, This 8th day of June, 1951, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

EX PARTE	:	NO. 6776
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 244 Prince George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on Prince George Street fifteen and ninety five one-hundredths (15.95) feet, and runs back from Prince George Street with a depth of one hundred and twenty-five (125) feet.

THREE: That said lot or parcel of land is improved by a two-story frame house, said house being one section of a double house.

FOUR: That said house is in good condition at this time, principally because the present tenant who is the purchaser to be named herein has made repairs and improvements to said house and lot, at her own expense, to the extent of One Thousand Thirty Dollars and Seventy-Six Cents ($1,030.76). A list of these repairs and improvements is filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

FIVE: That your Trustee has had this lot or parcel of land surveyed by J. Revell Carr, registered land surveyor, and has filed herewith as Trustee's "Exhibit B", and prays to be taken as a part hereof, a plat showing said lot or parcel of land, and also a description of said lot or parcel of land marked Trustee's "Exhibit C", and prayed to be taken as a part hereof.

Filed June 15 1957

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Angela Magee-Moriarty, at and for the sum of Seven Thousand One Hundred and Fifty Dollars ($7,150.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit D", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit E", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand One Hundred and Fifty Dollars ($7,150.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle

Solicitor for Trustee
Robert W. Ogle

David S. Jenkins

Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 12th day of June, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

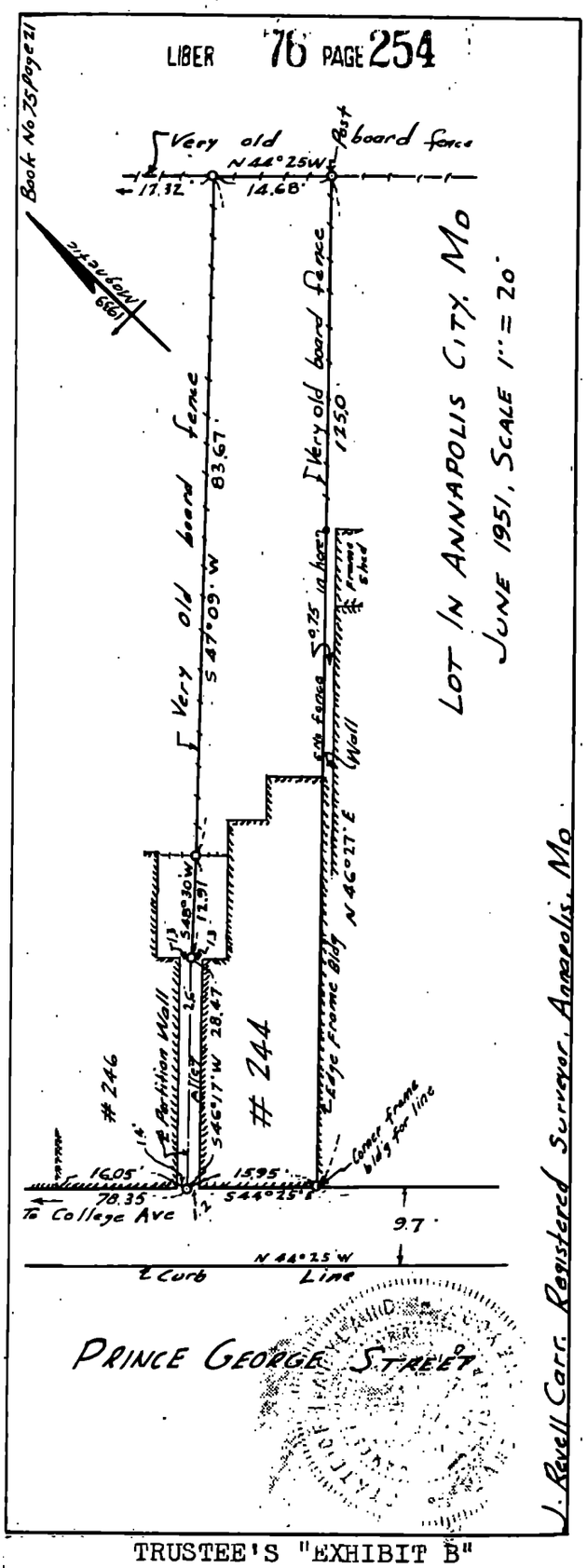
William D. Jenkins
Notary Public
My Commission expires July 1953
William D. Jenkins

ANGELA MAGEE-MORIARTY, D. D. S.
244 PRINCE GEORGE STREET
ANNAPOLIS, MARYLAND

Fence repair . Lumber	$15.93
Kitchen door	12.40
Window	13.31
Storm window and door	26.00
Chamberlin windows	126.00
Chamberlin insulation	230.00
H. M. Dean painting	79.00
Stranges paint	34.66
" "	13.70
" "	7.74
" "	3.87
" "	3. 59
" "	5.36
Mr. Zumwalt labor	18.00
Water Heater	122.20
Gas furnace	319.00

1030.76

TRUSTEE'S "EXHIBIT A"



TRUSTEE'S "EXHIBIT B"

 June 11,1951

Description of House lot No 244 Prince George Street
Annapolis City, Md.

BEGINNING for the same at a point on the northeast side of Prince George Street distant South 44 degrees 25 minutes east 78.35 feet from the line of College Avenue, and South 44 degrees 25 minutes east 87.0 feet from the curb line on said College Avenue, the said point and place of beginning is about in the center of a 2.6 foot covered Alley and is distant South 44 degrees 25 minutes east 1.4 feet from the south corner of the dwelling situated on the lot adjoining hereto on the northwest which is House lot No 246, thence running from the said beginning point so fixed and along the said side of Prince George Street South 44 degrees 25 minutes east 15.95 feet to the south corner of the frame dwelling situated on the lot now being described, thence leaving said Prince George Street and running North 46 degrees 27 minutes east 125.0 feet to a fence post, thence running parallel with said Prince George Street and following a very old board fence North 44 degrees 25 minutes west 14.68 feet, thence running through the whole lot hereinafter mentioned and following another very old board fence South 47 degrees 09 minutes west 83.67 feet to the end of said fence, thence South 48 degrees 30 minutes west 12.91 feet to a point in the center of the above mentioned Alley, thence running on or about the center of said Alley and with the center of the partition wall as now located on the second floor between the house situated on the lot now being described and the house on the lot adjoining hereto on the northwest(it being house lot No 246) South 46 degrees 17 minutes west 28.47 feet to the place of beginning, according to a survey and plat by J.Revell Carr, Registered surveyor, June 1951 and being House lot No 244.

BEING the southeast part of the above mentioned whole lot conveyed by James R.Brashears to Robert S.Werntz, by deed dated January 12,1907 and recorded in liber G.W. No 51 folio 310.

J. Revell Carr

J. Revell Carr

TRUSTEE'S "EXHIBIT C"

CONTRACT OF SALE—Form 19. LIBER 76 PAGE 256

THIS AGREEMENT, Made this 12th day of May nineteen hundred and Sixty-one, between

The Estate of Robert L. Werntz, David S. Jenkins, Trustee

of the first part and

Angela Magee Moriarty

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Annapolis and known as 244 Prince George Street.

Lot and improvements heretofore designated - upon approval of the Court.

At and for the price of Seven Thousand one hundred and Sixty Dollars, of which One hundred ~~Dollars~~, have been paid prior to the signing hereof and the balance to be paid as follows:

~~Balance upon the execution of good and sufficient title.~~

On or before July 16, 1951,

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, and all other public dues and charges to be paid or allowed for by the Vendor to day of settlement, ~~nineteen hundred and~~

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Robert W. Ogle

Robert W. Ogle

Estate of Robert L. Werntz [SEAL]

David S. Jenkins, Trustee [SEAL]

David S. Jenkins

Angela Magee Moriarty [SEAL]

Angela Magee Moriarty

[SEAL]

TRUSTEE'S "EXHIBIT D"

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

November 20, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on Prince George Street for the purpose of making an appraisal, and find the values to be as follows:

244 Prince George St. -	$7,000.00
246 Prince George St. -	7,500.00
	$14,500.00

The above appraisals include improvements made by the present tenants. We understand you have a statement from them as to the amounts they have expended, so in order to arrive at your sale price I presume you will want to deduct the amounts from the above appraisals.

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee, Jr.
Charles F. Lee, Jr.

Trustee's "Exhibit E"

LIBER 76 PAGE 258

ORDER NISI
IN THE CIRCUIT COURT FOR
FOR ANNE ARUNDEL COUNTY
No 6776 Equity
EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ.

Ordered, this 15 day of June, 1951, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of July next; Provided, a copy of this Order be inserted in osme newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of July next.

The report states that the amount of sales to be $7,150.00.

JOHN H. HOPKINS, 3rd., Clerk

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

Jy-10

Filed July 26, 1951

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity - 6776

Robert L. Werntz

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 21st day of July, 1951. The first insertion being made the 19th day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 3795

By D B Macey

ORDER NISI

LIBER 76 PAGE 259

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed June 15, 1951

Ordered, this 15 day of June, 19 51, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of July next.

The report states that the amount of sales to be $ 7,150.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed July 26, 1951

ORDERED BY THE COURT, This 26th day of July, 19 51, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

EX PARTE	:	NO. 6776
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 246 Prince George Street in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on Prince George Street sixteen and five one-hundredths (16.05) feet, and runs back from Prince George Street with a depth of one hundred and twenty-five (125) feet.

THREE: That said lot or parcel of land is improved by a two-story frame house, said house being one section of a double house.

FOUR: That said house is in good condition at this time, principally because the present tenant who is the purchaser to be named herein has made repairs and improvements to said house and lot, at her own expense, to the extent of Nine Hundred Thirty-Eight Dollars and Forty-Five Cents ($938.45). A list of these repairs and improvements is filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

FIVE: That your Trustee, in fixing the sale price of this property, has allowed the purchaser a portion of the cost of the repairs and improvements shown in "Exhibit A" toward the reduction of the purchase price, and this allowance accounts for the difference between the purchase price of Seven Thousand One Hundred and Fifty Dollars ($7,150.00) and the appraised value shown in your Trustee's "Exhibit E" filed herewith.

Filed June 15, 1951

SIX: That your Trustee has had this lot or parcel of land surveyed by J. Revell Carr, registered land surveyor, and has filed herewith as Trustee's "Exhibit B", and prays to be taken as a part hereof, a plat showing said lot or parcel of land, and also a description of said lot or parcel of land marked Trustee's "Exhibit C", and prayed to be taken as a part hereof.

SEVEN: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Lucy E. Dortch, at and for the sum of Seven Thousand One Hundred and Fifty Dollars ($7,150.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit D", and prayed to be taken as a part hereof.

EIGHT: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit E", a photostatic copy of a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

NINE: That the aforesaid sale was a private sale.

TEN: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Seven Thousand One Hundred and Fifty Dollars ($7,150.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert M. Ogle
Solicitor for Trustee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 12th day of June, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

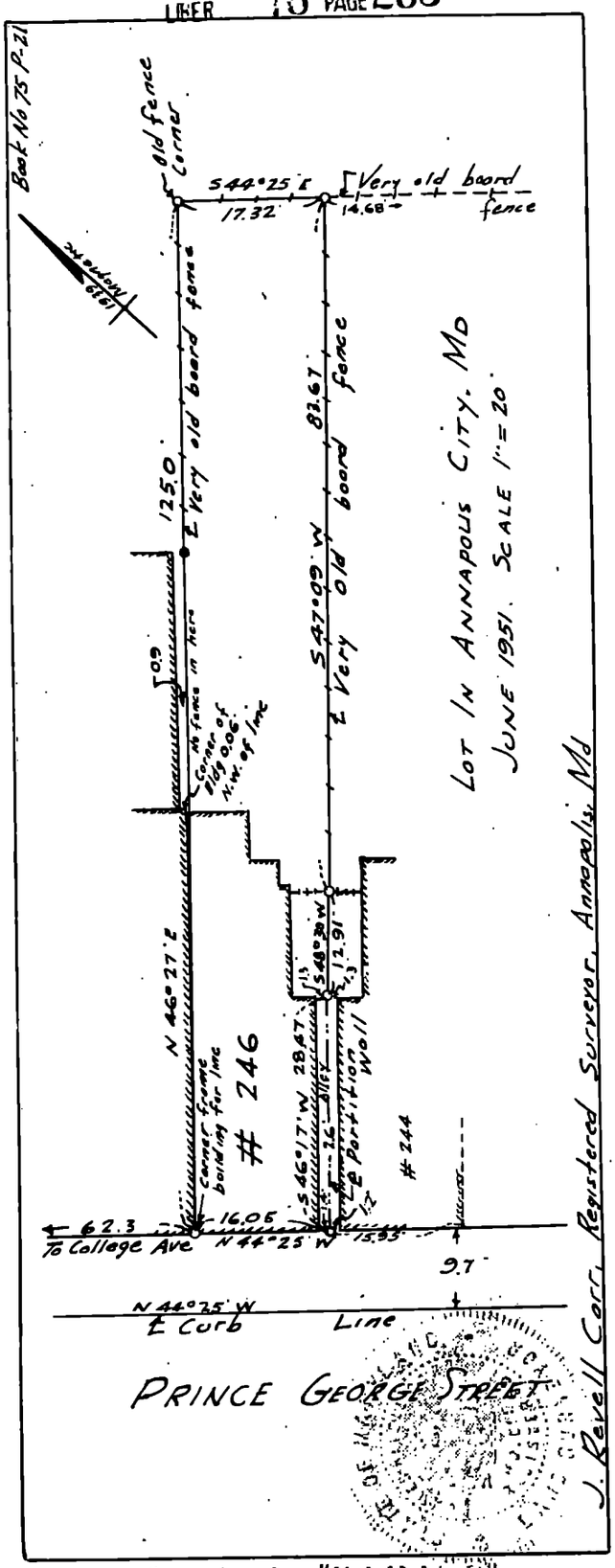
WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jenkins
Notary Public
Commission expires
William D. Jenkins

The following represents a list of the improvements and repairs made to the property of the Trust Estate of Robert L. Werntz known as No. 246 Prince George Street at the expense of Lucy E. Dortch, the present tenant and proposed purchaser of said property.

$108.00	Chamberlin Co. - weather stripping
49.50	Chamberlin Co. - screens
131.50	Mr. Dean - May 11
132.00	Mr. Dean - Oct. 13
3.60	Mr. Tongue - fixing doors
16.83	Blinds - June 9
14.54	Blinds - Aug. 8
20.00	Henson labor - Oct. 1
28.00	Mr. Tongue - painting BR - June 17
23.95	Mr. Tongue - repairs on house
4.00	Matthews - Labor
5.00	Wood for fence
2.01	Cutting down tree
4.05	McNew Brothers - sink
20.00	Paint and labor - BR
375.48	Furnace
$938.45	TOTAL

TRUSTEE'S "EXHIBIT A"



Trustee's "Exhibit B"

June 11,1951

Description of House lot No 246 Prince George Street
Annapolis City, Md

BEGINNING for the same where the northwest corner of the frame dwelling situated on the lot now being described intersects the northeast side of Prince George Street distant South 44 degrees 25 minutes east 62.3 feet from the line of College Ave,and South 44 degrees 25 minutes east 70.95 feet from the curb line on said College Avenue, thence running from the said beginning point so fixed leaving said Prince George Street North 46 degrees 27 minutes east 125.0 feet to an old fence corner, thence parallel with said Prince George Street and following a very old board fence South 44 degrees 25 minutes east 17.32 feet, thence running through the whole lot hereinafter mentioned and following another very old board fence South 47 degrees 09 minutes west 83.67 feet to the end of said fence, thence South 48 degrees 30 minutes west 12.91 feet to a point in the center of a covered Alley 2.6 feet wide, thence running on or about the center of said Alley and with the center of the partition wall as now located on the second floor between the house situated on the lot now being described and the house on the lot adjoining hereto on the southeast(it being house lot No 244,) South 46 degrees 17 minutes west 28.47 feet to the said north east side of Prince George, thence with the said side of said Street North 44 degrees 25 minutes west 16.05 feet to the place of beginning, according to a survey and plat by J.Revell Carr, June 1951, and being house lot No 246.

BEING the northwest part of the above mentioned whole lot conveyed by James R.Brashears to Robert S.Werntz by deed dated January 12,1907 and recorded in liber G.W. No 51 folio 310

J. Revell Carr

J. Revell Carr

TRUSTEE'S "EXHIBIT C"

LIBER 76 PAGE 265

CONTRACT OF SALE—Form 19.

THIS AGREEMENT, Made this 12th day of May nineteen hundred and fifty-one, between

The Estate of Robert L. Werntz, David S. Jenkins, Trustee.

of the first part and

Lucy E. Dortch

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Annapolis and known as 246 Prince George Street.

Lot and improvements heretofore designated - upon approval of the Court.

At and for the price of Seven thousand one hundred and fifty Dollars, of which One hundred Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

~~Balance upon the execution of good and sufficient title.~~ on or before 16 July 1951

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, and all other public dues and charges to be paid or allowed for by the Vendor to date of settlement ~~, nineteen hundred and~~

Time is the essence of this contract.

Witness our hands and seals.

TEST: as to both:

Robert W. Ogle
Robert W. Ogle

Estate of Robert L. Werntz [SEAL]
David S. Jenkins Trustee [SEAL]
David S. Jenkins
Lucy E. Dortch [SEAL]
Lucy E. Dortch
[SEAL]

Trustee's "Exhibit A"

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

November 6, 1950

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate

We, the undersigned, have inspected the properties on Prince George Street for the purpose of making an appraisal, and find the values to be as follows:

244 Prince George St. -	$7,000.00
246 Prince George St. -	7,500.00
	$14,500.00

The above appraisals include improvements made by the present tenants. We understand you have a statement from them as to the amounts they have expended, so in order to arrive at your sale price I presume you will want to deduct the amounts from the above appraisals.

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Chas. F. Lee, Jr.
Charles F. Lee, Jr.

Trustee's "Exhibit E"

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No 6776 Equity
EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ.

Ordered, this 15 day of June, 1951, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of July next.

The report states that the amount of sales to be $7,150.00.

JOHN H. HOPKINS, 3rd., Clerk
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk
Jy-10

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1951

We hereby certify, that the annexed Order Nisi - Sale - Equity 6776 Robert L. Werntz

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 21st day of July, 1951. The first insertion being made the 19th day of June, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By D B Macey

Filed July 26, 1951

No. E. C. 3796

ORDER NISI

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed June 15, 1951

Ordered, this 15 day of June, 1951, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of July next.

The report states that the amount of sales to be $ 7,150.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed July 26, 1951

ORDERED BY THE COURT, This 26th day of July, 1951, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

EX PARTE	:	NO. 6776
IN RE: TRUST ESTATE OF	:	IN THE CIRCUIT COURT FOR
ROBERT L. WERNTZ	:	ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land fronting on College Avenue and known as No. 10 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is improved by a two-story frame house, said house being one of a row of three houses.

THREE: That said house is an old house, but in reasonably good condition, principally because of the care taken of it by the purchasers who have occupied said house for many years.

FOUR: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., registered engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a description of said property prepared by the aforesaid J. R. McCrone, Jr.

FIVE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to William Watkins and Elizabeth C. Watkins, his wife, at and for the sum of Two Thousand Dollars ($2,000.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

Filed Dec. 21 1957

SIX: That your Trustee has offered this property for sale for more than a year, and though other possible purchasers have been interested in the property, the above-mentioned purchase price is the best offer received by your Trustee.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit C", a photostatic copy of a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Two Thousand Dollars ($2,000.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 18th day of December, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William O. Gilbert
Notary Public

SURVEYING ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME 8-2244

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO.10 COLLEGE AVENUE - PART OF WERNTZ ESTATE, ANNAPOLIS

Beginning for the same at the southernmost corner of the frame dwelling known as No.10 College Avenue, said point being located North 45° 55' East, 231.16 feet from the intersection formed by the northwest side of College Avenue and the northeast side of King George Street; and running from said beginning point and with the northeast side of an alley leading into the rear lot, North 44° 30' West, 80 feet to a pipe; thence parallel to College Avenue, North 45° 55' East, 14.24 feet to a pipe; thence parallel to said alley and with the northeast side of frame dewlling No.10 College Avenue, South 44° 30' East, 80 feet to the northwest side of College Avenue; thence with the same, South 45° 55' West, 14.24 feet to the place of beginning.

Being known as No.10 College Avenue and being part of the conveyance from James V. Dennis et al, Trustees, to Robert Werntz, by deed dated February 29, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. 94, folio 235; and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October 1951.

TRUSTEE'S "EXHIBIT A"

LIBER 76 PAGE 272

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 20th day of November 19 51, by and between David S. Jeffries, Trustee - Estate of Robert L. Werntz of the first part, hereinafter called Vendor, and William Watkins and Elizabeth C Watkins his wife of the second part, hereinafter called Vendee

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

All of that property known as 10 College Ave in Annapolis Maryland and described as such on plat of survey by J. R. McCrone dated Sept. 1951 entitled "Survey of Werntz Property".

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

One thousand nine hundred and fifty dollars to be paid upon ratification of the sale by the Court and the transfer of the property under good and sufficient title.

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, none the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Robert W. Ogle
Cecelia B. Green
Cecelia B. Green

Estate of Robert L. Werntz
David S. Jeffries Trustee (SEAL)
William Watkins (SEAL)
Mrs Elizabeth C Watkins (SEAL)
(SEAL)

TRUSTEE'S "EXHIBIT B"

COPY

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

No. 7 College Ave.	$2,800.00
No. 9 " "	3,300.00
No. 11 " "	4,500.00
No. 6-8 " " double house	3,800.00
No. 10 " "	2,000.00
No. 14 " "	2,000.00
No. 16 " "	2,000.00
No. 18 " "	3,000.00
No. 20 " "	3,000.00
No. 26 " "	2,000.00
No. 28 " "	3,750.00
Lot approximately 108 x 108 ft. in rear of No. 6-8-10-14-16 18 and 20 with garages with alley entrance	2,000.00

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Charles F. Lee, Jr.
Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT C"

LIBER 76 PAGE 274

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 14, 1952

We hereby certify, that the annexed Order Nisi No. 6,776 Equity Robert L. Werntz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of January, 1952. The first insertion being made the 22nd day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carson

No. E.C. 9763

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,776 Equity

EX PARTE IN RE: TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 21st day of December, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of January next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-12

Filed Jan 8, 1952

LIBER 76 PAGE 275

ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Filed Dec. 21, 1951

Ordered, this 21 day of December, 19 51, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

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

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
~~ROBERT L. WERNTZ~~

~~XXXXXX~~

LIBER 76 PAGE 276

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed Feb 11, 1952

ORDERED BY THE COURT, This 11th day of February, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

EMILIE K. BUCY Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased 4618 Langdrum Lane Chevy Chase, Md.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 10,353 Equity
vs.	*	
ELENORE KOLIPINSKI SMITH Deale, Md.	*	

* * *

BILL OF COMPLAINT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The bill of complaint of Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased, respectfully shows:

1. The Plaintiff is the Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen (hereinafter called decedent). Decedent, a resident of the District of Columbia, died testate on 4 May 1949. Decedent's will was admitted to probate in the District of Columbia on 17 June 1949 and said will is recorded among the Will Records in the Orphans Court for Anne Arundel County in liber R.G.P. No. 4, folio 198. A certified copy of said will is filed herewith marked "Plaintiff's Exhibit No. 1". A certified copy of the Plaintiff's letters of ancillary administration is filed herewith marked "Plaintiff's Exhibit No. 2".

2. Defendant is the devisee of the real and personal estate of the decedent, situate in Anne Arundel County. The inventory of personalty filed in the Orphans Court of Anne Arundel

Filed 26 Oct, 1951

County shows the appraised value of said personalty to be Two Dollars and Fifty Cents ($2.50). The inventory of real estate shows the appraised value of the decedent's land and improvements to be Twenty Thousand and Four Hundred Dollars ($20,400.00). The real estate consists of lots 5, 6, 7 and 8, Section B of Mason's Beach, improved by a dwelling house. The property is more particularly described in a deed from R. Bruce Emerson and wife to Ella M. Ockershausen dated 4 April 1940 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 214, folio 415, a certified copy of which is filed herewith marked "Plaintiff's Exhibit No. 3".

3. Decedent's personal estate is insufficient to pay her debts. The real estate of the decedent located in the District of Columbia has been sold but the proceeds, together with the entire personal estate, are insufficient to pay said debts. In order to provide the funds necessary to pay said debts it is necessary to sell the real estate situate in Anne Arundel County. A certified copy of Plaintiff's second and most recent administration account is filed herewith marked "Plaintiff's Exhibit No. 4". Decedent's unsatisfied debts are in excess of Twenty-three Thousand Dollars ($23,000.00).

4. The notice to creditors issued out of the Orphans Court for Anne Arundel County has been published and expires 10 February 1952. A certificate of publication is filed herewith marked "Plaintiff's Exhibit No. 5".

5. The aforesaid real estate of the decedent is encumbered by a mortgage in the principal amount of Two Thousand

and Five Hundred Dollars ($2,500.00), held by Jeanne Boeckstyns, 3900 Fourteenth St., N.W., Washington, D. C.

TO THE END, THEREFORE,

1. That the real estate of the said Ella M. Ockershausen, deceased, may be sold for the payment of her unsatisfied debts.

2. That an appropriate notice to creditors may be issued.

3. That the Plaintiff may have such other and further relief as her case may require.

AND, as in duty bound, etc.

Emilie K. Bucy

Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased

McWilliams, Evans and Melvin

McWilliams, Evans and Melvin
212 Duke of Gloucester St.
Annapolis, Md.
Solicitors for Ancillary Administratrix d.b.n., c.t.a.

Form No. 47

LIBER 76 PAGE 280

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA

To wit:

THE UNITED STATES OF AMERICA

To all persons to whom these presents shall come,

Greeting:

Know ye, THAT THE LAST WILL AND TESTAMENT OF

Ella M. Ockershausen

late of the District of Columbia, deceased, hath in due form of law been exhibited, proved, and recorded in the office of the Register of Wills of the District of Columbia, Clerk of the Probate Court, a copy of which is to these presents annexed, and administration of all the money, goods, chattels, rights and credits of the deceased is hereby granted and committed unto Emilie K. Bucy ~~and~~

the administratrix d.b.n./c.t.a., by the said Court appointed.

WITNESS the Honorable Bolitha J. Laws, Chief Judge of said Court, this 26th day of June, A. D. 1951.

Attest: Thomas Cogswell

Register of Wills for the District of Columbia,
Clerk of the Probate Court.

Case No. 73303

16—9289-1 GPO

Filed 26 Oct., 1951.
Re-filed 12 Jan., 1952

4

4

FILED
MAY 9 - 1949
THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

LAST WILL AND TESTAMENT
OF
ELLA M. OCKERSHAUSEN.

I, Ella M. Ockershausen (formerly Ella M. Kolipinski), of the City of Washington, District of Columbia, being of sound and disposing mind and capable of making a valid deed or contract, do make, publish and declare this to be my last will and testament, hereby revoking any and all testamentary dispositions by me at any time heretofore made.

I direct my executor, hereinafter named, to pay all my just debts and the expenses of my funeral as promptly after my death as he may deem expedient.

I give and bequeath to the Shrine of the Most Blessed Sacrament Church, in the District of Columbia, the sum of two hundred ($200.00) dollars, for the saying of weekly masses for the repose of my soul and of the souls of the deceased members of my family.

I give and bequeath to Saint Mary's Cemetery, in the District of Columbia, the sum of three hundred ($300.00) dollars, for the perpetual upkeep and care of the family vault and family graves in said cemetery.

I give, devise and bequeath to each of my children, Emilie Kolipinski Bucy, Henrietta Kolipinski Evans, Elenore Kolipinski Smith, and Louis X. Kolipinski, absolutely and in fee simple, a one-fourth interest in whatever estate or right, if any, I may have after my death in the corpus or income of the estate of my deceased first husband, Louis Kolipinski, now being administered

Ella M. Ockershausen

E.O.

PLAINTIFF'S EXHIBIT #1

Examiner's Ex. 2

2

as a trust estate under his will.

I give, devise and bequeath to my daughter Elenore Kolipinski Smith, absolutely and in fee simple, my real estate located at Deal, Anne Arundel County, Maryland, consisting of four lots and a dwelling-house, and the furniture, furnishings, equipment and contents in said dwelling-house.

I give and devise all the remaining real estate of which I may be seized at the time of my death, other than the interest, if any, in the estate of my deceased first husband, Louis Kolipinski, heretofore disposed of herein, to my said son Louis X. Kolipinski, in fee simple, in trust to sell said real estate, upon such terms and at such time or times as in his judgment may be advantageous or proper, without obligation on the part of the purchaser or purchasers of said real estate or any part thereof to see to the application of the purchase money, and upon the sale of said real estate or any part thereof, the proceeds of such sale or sales to be equally divided among my four children, said Emilie Kolipinski Bucy, said Henrietta Kolipinski Evans, said Elenore Kolipinski Smith, and said Louis X. Kolipinski.

I give and bequeath to my said daughter Emilie Kolipinski Bucy the pansy pin and ear-rings which belonged to Mrs. Emilie Weiss.

I give and bequeath to my said son Louis X. Kolipinski all of his father's books, medical instruments and jewelry, together with the jewelry that belonged to his stepfather Louis Ockershausen, and the stock of the Lincoln National Bank of the City of Washington, District of Columbia, which I may own at the time of my death.

I give and bequeath to my said daughter Elenore Kolipinski

Ellen M. Oberlander

E02

Smith all of my silver, and her choice of the furniture and house furnishings in my residence No. 3815 Ingomar Street, Northwest, in the District of Columbia; the remainder of said furniture and furnishings I give and bequeath to my said children Emilie Kolipinski Bucy, Henrietta Kolipinski Evans and Louis X. Kolipinski, to be divided among them as they shall choose.

I give and bequeath to our faithful servant Rosie Brown the sum of three hundred ($300.00) dollars, and to our faithful servant Needham Miller the sum of one hundred ($100.00) dollars.

All the rest, residue and remainder of my estate, I give, devise and bequeath, absolutely and in fee simple, to my said children Emilie Kolipinski Bucy, Henrietta Kolipinski Evans, Elenore Kolipinski Smith and Louis X. Kolipinski, to be equally divided among them.

I hereby stipulate, as a condition to the gifts, devises and bequests hereinbefore provided, that any person named a beneficiary in this my last will and testament who, directly or indirectly, resists the probate or contests the validity thereof shall by such opposition or contest forfeit, and be barred from and divested of, the benefits thereby provided for such person, and I hereby give, devise and bequeath the legacy, devise or share in my estate provided for such person to such of my residuary legatees as shall not have violated the instant provision of this last will and testament.

I nominate, constitute and appoint my said son Louis X. Kolipinski to be the executor of this my last will and testament, giving to my said son as such executor full powwr and authority to sell and dispose of any part of my estate as it may be necessary or proper in his judgment to dispose of, without

Ella M. Orkershausen

LEQ-3

liability on the part of the purchaser or purchasers thereof to see to the application of the purchase money. I request that my said son be permitted to qualify and serve as such executor without bond.

IN WITNESS WHEREOF, I have hereunto set my hand this June 5/48 day of June, 1948, to this my last will and testament, typewritten upon four pages, and for the purposes of identification I have signed my name in the margin of each of the preceding pages hereof.

Ella M. Ockershausen

Signed, published and declared by the above-named testatrix, Ella M. Ockershausen, as and for her last will and testament, in our presence, and we, at her request, in her presence and in the presence of each other, have hereunto subscribed our names as attesting witnesses, the day and year last hereinbefore written.

Mabel E. Ashley

Address: 509 Albee Bldg Wash. DC

Euphrosine A. Ripply

Address: 509 Albee Bldg Wash. DC

James A. O'Keefe

Address: 1345-16 N.W. Wash. DC

[redacted]

Form No.

United States District Court

[redacted] for the District of Columbia

HOLDING PROBATE COURT

FILED

MAY 9 - 1949

THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

DISTRICT OF COLUMBIA, to wit:

On this 9th day of May 1949,

personally appeared John L. Laskey

who on oath says that he does not know of any will or codicil of

Ella M. Ockershausen late of said

District, deceased, other than the instruments of writing hereunto annexed dated

July 18, 1936; June 29, 1937 (codicil) and June 8, 1948

; that he received the same from

the testatrix for safe-keeping

and that said Ella M. Ockershausen died on or

about the 4th day of May, 1949.

John L. Laskey

Address 509 Allen Bldg

Sworn to and subscribed before me on the day aforesaid.

Deputy Register of Wills for the District of Columbia,
Clerk of the Probate Court.

U. S. GOVERNMENT PRINTING OFFICE 742280

Form 2

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

On this 16th day of May, A. D. 1949, personally appeared Mabel E. Ashley, who on oath says that She is one of the subscribing witnesses to the foregoing paper-writing dated the 8th day of June, A. D. 19 48, purporting to be ~~x~~ to the last will and testament of Ella M. Ockershausen, deceased, late of the District of Columbia, that the Testatrix therein named signed said will in her presence; that said Testatrix published, pronounced and declared the same to be ~~x~~ her ~~xx~~ last will and testament; that at the time of so doing said Testatrix was, to the best of affiants apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants name as witness to the aforesaid will was signed in the presence and at the request of Testatrix and in the presence of Euphrosine A. Rippley and James A. O'Keeffe the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testatrix.

Mabel E Ashley

Address 509 Albee Bldg Wash D.C.

Address

Address

Sworn to and subscribed before me on the day aforesaid.

Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court.

U. S. GOVERNMENT PRINTING OFFICE 16—6555-1

606

Form 2

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

On this 16th day of May, A. D. 1949 personally appeared Euphrosine A. Rippley, who on oath says that she is one of the subscribing witnesses to the foregoing paper-writing dated the 8th day of June, A. D. 1948, purporting to be the last will and testament of Ella M. Ockershausen, deceased, late of the District of Columbia, that the Testatrix therein named signed said will in her presence; that said Testatrix published, pronounced and declared the same to be her last will and testament; that at the time of so doing said Testatrix was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid will was signed in the presence and at the request of Testatrix and in the presence of Mabel E. Ashley and James A. O'Keeffe the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testatrix.

Euphrosine A. Rippley
Address 509 Albee Bldg. W
Washington, D.C.

Sworn to and subscribed before me on the day aforesaid.

Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court.

Address

Address

U. S. GOVERNMENT PRINTING OFFICE 16—6955-1

E 47

Form 2

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

On this 26th day of May, A. D. 1949, personally appeared James A. O'Keeffe, who on oath says that he is one of the subscribing witnesses to the foregoing paper-writing dated the 8th day of June, A. D. 1948, purporting to be the last will and testament of Ella M. Ockershausen, deceased, late of the District of Columbia, that the Testatrix therein named signed said will in his presence; that said Testatrix published, pronounced and declared the same to be her last will and testament; that at the time of so doing said Testatrix was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid will was signed in the presence and at the request of Testatrix and in the presence of Mabel E. Ashley and Euphrosine A. Rippley the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testatrix.

James A. O'Keeffe

Address 5315-16-D.W.

Wash. D.C.

Address

Address

Sworn to and subscribed before me on the day aforesaid.

Melvin Margoro

Deputy *Register of Wills for the District of Columbia, Clerk of the Probate Court.*

U. S. GOVERNMENT PRINTING OFFICE 16—6855-1

E08X

Form No. 78 LIBER 76 PAGE 289

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

I, THEODORE COGSWELL, Register of Wills for the District of Columbia, Clerk of the Probate Court,

Do Hereby Certify, That the foregoing is a true copy of the original will ------ of ---- Ella M. Ockershausen ----, deceased,

and the proof thereof, filed and recorded in the office of the Register of Wills for the District of Columbia, Clerk of the Probate Court, aforesaid; and that the said will ------ after having been duly proven, as will appear by the proof thereto attached, 17th, by order of the said Court, in accordance with the laws of the District of Columbia, admitted to probate and record on the 17th day of June, A. D. one thousand nine hundred and Forty-nine

I Further Certify, That said will ----- was duly executed and proved agreeably to the laws and usages of the District of Columbia, and that I have compared the foregoing copy of said will ----------, and the proof thereof, with the original record in said office, and find it to be a full, true, and correct transcript thereof.

Witness, my hand and the seal of said Probate Court, this 26th day of June, A. D. 1951

Theodore Cogswell

Register of Wills for the District of Columbia,
Clerk of the Probate Court.

PROBATE JURISDICTION

U. S. GOVERNMENT PRINTING OFFICE 16—36352-3

LIBER 76 PAGE 290

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* Ancillary *Administration* c.t.a. of all the goods, chattels, credits and personal

Estate of Ella M. Ockershausen

deceased, was on the 31st day of July in the year of our Lord one thousand nine hundred and fifty-one, granted and committed unto

Emilie K. Bucy

who was then and there appointed Ancillary Administratrix c.t.a. of the said deceased, and that the above letters are now in full force and effect.

Filed 26 Oct. 1951.
Re-filed 12 Jan. 1952

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 24th day of October in the year of our Lord nineteen hundred and ~~forty~~ fifty-one.

TEST:

P. Glenn Proctor

Register of Wills for Anne Arundel County.

Examiner's Ex. 3

PLAINTIFF'S EXHIBIT #2

14

U.S. INT. REV. $8.00. STATE OF MD. $8.00

THIS DEED, made this 4th day of April, in the year Nineteen Hundred and Forty (1940), by and between R. Bruce Emerson and Matilda Emerson, his wife, parties of the first part, and Ella M. Ockershausen, party of the second part, of the District of Columbia, City of Washington, Witnesseth:-

THAT for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, paid them by the party of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part, have bargained and sold and by these presents do grant and convey unto the said Ella M. Ockershausen, her heirs and assigns, forever, in fee simple,

ALL those pieces or parcels of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, being known as Lots Nos. Five (5), Six (6), Seven (7) and Eight (8), Section B, Mason's Beach, and being more particularly described as follows:

Lot No. 5, Section B. Beginning for the same at a post in the north side of the Avenue, said post being the fourth corner of Lot No. 4 (marked D on Plat); and running from said post with said lot reversely, North 37 degrees 45 minutes West 200 feet to a post; thence leave said lot and running North 62 degrees 15 minutes East 60 feet to a post; thence South 37 degrees 45 minutes East 200 feet to a post on the north side of the Avenue; thence with the same South 62 degrees 15 minutes West 60 feet to the beginning. Containing 11,808 square feet.

Lot No. 6, Section B, Beginning for the same at a post on the north side of the Avenue, said post being the fourth boundary of Lot No. 5 (marked E on map), and running from said post with Lot No. 5 reversely, North 37 degrees 45 minutes West 200 feet to a post; thence leaving said lot and running North 62 degrees 15 minutes East 60 feet to a post; thence South 37 degrees 45 minutes

Filed 26 Oct. 1951
Re-filed 12 Jan., 1952

Examiner's Exhibit 1.
10,353 Eq.

15

PLAINTIFF'S EXHIBIT #3

East 200 feet to a post on the north side of the Avenue; thence with the north side of the same South 62 degrees 15 minutes West 60 feet to the beginning. Containing 11,808 square feet.

Lot No. 7, Section B. Beginning for the same at a post on the north side of the Avenue, said post being north boundary of Lot No. 6 (marked F on map) and running from said post and with Lot No. 6, reversely, North 37 degrees 45 minutes West 200 feet to a post; thence leaving said lot and running North 62 degrees 15 minutes East 60 feet to a post; thence South 37 degrees 45 minutes East 200 feet to a post on the north side of the Avenue; thence with said Avenue South 62 degrees 15 minutes West 60 feet to the beginning. Containing 11,808 square feet.

Lot No. 8, Section B. Beginning for the same at a post on the north side of the Avenue, said post being the fourth boundary of Lot No. 7 (marked G on map), and running from said post and with Lot No. 7 reversely, North 37 degrees 45 minutes West 200 feet to a post; thence leaving said lot and running North 62 degrees 15 minutes East 60 feet to a post; thence South 37 degrees 45 minutes East 200 feet to a post on the north side of the Avenue; thence with the north side of same North 62 degrees 15 minutes West 60 feet to the beginning. Containing 11,808 square feet.

BEING the identical property which was conveyed to R. Bruce Emerson by Jennie H.J. Boechstyn, widow, by deed dated December 19, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 23, folio 29.

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

TO HAVE AND TO HOLD the above described lots or parcels of land to and unto the proper use and benefit of the said Ella M. Ockershausen, her heirs and assigns, forever, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the title to the property hereby conveyed,

and that they will execute such other and further assurances thereof as may be requisite or necessary.

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

Witness: R. Bruce Emerson (SEAL)

Joseph A. Hayden. Matilda Emerson (SEAL)

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:-

I hereby certify that on this 4th day of April, in the year 1940, before me, the subscriber, a Notary Public of the District of Columbia, in and for said City, personally appeared R. Bruce Emerson and Matilda Emerson, his wife, and they acknowledged the foregoing instrument of writing to be their respective act and Deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL). Robert H. Hunter
Notary Public.

Recorded April 25, 1940, 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. 214 Folio 415 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 25th day of October A.D., 1951.

John H. Hopkins, 3d.
John H. Hopkins, 3rd., Clerk

Plaintiffs Ex 4.

LIBER 76 PAGE 204

$26.57

Form No. 122

IN THE

United States District Court for the District of Columbia

HOLDING PROBATE COURT

FILED
SEP 18 1951
THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

ESTATE OF

Ella M. Ockershausen

Deceased.

No. 73-303

Administration Docket 154

Date of death May 4, 1949

SECOND ACCOUNT OF Emilie K. Bucy, Administratrix d.b.n., c.t.a.

Letters d.b.n., c.t.a. issued June 26, 1951

LETTERS ISSUED June 23, 1949	ASSETS RECEIVED		DISBURSEMENTS	
This Accountant, as Administratrix d.b.n., c.t.a., charges herself with the balance shown for future accounting as set forth in the First Account of the Executor filed herein . . . as follows:				
Household effects appraised at $1,522.00				
Jewelry appraised at 1,646.90				
Books appraised at 30.00				
4 shrs. Capital Stock, App at 1,320.00 (The Lincoln Natinal Bank)				
Cash 645.14				
$5,164.04	$ 5,164	04		
And with this amount as gain on sale of above Bank stock, pursuant to order o f Court herein, as follows:				
Stock sold for $1,360.00				
Stock appraised at 1,320.00				
GAIN . . . . . $ 40.00 . . .	40	00		
Less loss on sale of household effects and books sold at public auction, pursuant to Order of Court herein, as follows:				
Household effects & books app'd at $1552.00				
This amount of household effects sold at appraised value 572.10				
This amount of household effects and books sold at public auction $ 979.90				
Sold at auction for $651.10				
Less cartage, sterilizing & commission 209.97				
Net amount received from auction . . . $441.13 . . . 441.13			538	77
And with the gross proceeds of sale of real estate at 3815 Ingomar St., N.W., Washington, D.C., pursuant to order of Court herein, as per statement of the District Title Co., filed herewith:				
Deposit by purchaser under sales contract	1,500	00		
Balance of purchase price	16,000	00		
Less the following payments and allowances in connection with said sale of real estate as shown in said statement:				
1951				
Amounts carried forward,	$ 22,704	04	$,538	77

U. S. GOVERNMENT PRINTING OFFICE 16—0645-1

			ASSETS RECEIVED		DISBURSEMENTS	
1951		*Brought forward,*	$22,704	04	$ 538	77
Feb.	7	To Lincoln National Bank, in payment of deed of trust note secured on said property			7,001	07
"	7	Interest accrued on said note			600	90
"	7	Real estate taxes on said property accrued to Jan. 1, 1951, plus penalty			578	99
"	7	Real estate taxes on said property accrued to settlement date, Feb. 7, 1951			35	41
"	7	To Collector of Taxes, D.C., in payment of tax liens for personal property taxes for 1948 and 1949, and income tax for 1947 . . .			299	29
"	7	To Washington Loan & Trust Co., for trustees fee			5	00
"	7	For release of encumbrance lien			5	00
"	7	For recording of said release			1	80
"	7	For Notary fee and service re said release.			3	00
"	7	Federal revenue stamps on deed			19	25
"	7	Title Company service charge			10	00
		And this Accountant claims credit and allowance for the following disbursements:				
June 1950	24	Robert A. Pumphrey Funeral Home, Bethesda, Md., for funeral bill. Total funeral bill was $737.00. Payment thereon Voucher No. 1			600	00
June	22	A.L. Jagoe, Jr., 925-15th St., N.W., For premium on Executor's bond herein to June 23, 1951 . . . . . Voucher No. 2			85	00
July	24	Joseph A. Hayden, Woodward Building, Premium on insurance policy covering personal property of estate . Voucher No. 3			9	10
Aug.	15	Richard J. Carr, 1629 K. St.,N.W., For appraising real estate . Voucher No. 4			10	00
Oct.	2	Collector of Taxes, D.C., Personal property taxes for first Half of 1 951 . . . . . Voucher No. 5			32	30
Oct.	2	Collector of Taxes, D.C., Personal property taxes for second half of 1951 . . . . . Voucher No. 6			31	98
Oct.	2	Adam A. Weschler, 905 E. St., N.W., For appraising real estate .. Voucher No. 7			35	00
Nov.	8	L. T. Breuninger, 1730 K. St.N.W., For appraising real estate . . Voucher No. 8			25	00
		Amounts carried forward,	$ 22,704	04	$ 9,926	86

U. S. GOVERNMENT PRINTING OFFICE 16—33366-1

19

Form No. 124

			ASSETS RECEIVED		DISBURSEMENTS	
1950		*Brought forward,*	$ 22,704	04	$ 9,926	86
Nov.	8	The Law Reporter Printing Co., Publication of order nisi Voucher No.9			9	60
"	16	American Security & Trust Co., For safe deposit box from 11/6/49 to 11/6/50 . . . . . Voucher No.10			9	00
Dec.	18	Jennie Boeckstyne, 3900-14th St.N.W., for semi-annual interest due 12/18/50 on real estate note on property located in Maryland, to preserve same for later sale to help pay debts o f estate . . . . Voucher No.11			75	00
"	18	A. L. Jagoe, Jr., 925-15th St., N.W., for premium on add'l bond of Executor . . . . . Voucher No.12			50	00
1951 Jan.	4	Glens Falls Indemnity Co., for premium on indemnity bond authorized by Court to obtain issuance of duplicate stock .. Voucher No.13			80	00
Feb.	28	Floyd E. Davis Co., 1629 K. St., N.W., premium on insurance covering real estate at 3815 Ingomar St., prior to sale . Voucher No.14			30	55
Mar.	1	Jos. H. Griscom,Sr., Treas. of Anne Arundel County, Md., for accrued real estate taxes on Md. property . . . . . Voucher No.15			506	40
Jul.	28	A. L. Jagoe, Jr., 925-15th St. N.W., premium on bond of Admx. d.b.n.,c.t.a. . . . . Voucher No.16			85	00
"	28	Joseph A. Hayden, Woodward Bldg., premium fo r fire insurance on Md. property, to preserve same for future sale to help pay debts of estate . . . . . Voucher No.17			91	20
"	20	Jennie Boeckstyne, 3900-14th St. N.W., for interest on trust note on Md. real estate due 6/18/51, semi-annual . . . . Voucher No.18			75	00
"	30	Register of Wills, D.C., for accrued court costs . . . . Voucher No.19			21	21
Sep.	15	Collector of Taxes, D.C., for personal property taxes for year 1952 . . . . . Voucher No.20			10	16
		Register of Wills, D.C., for final court costs to date, and this accounting			26	57
		Amounts carried forward,	$22,704	04	$10,996	55

U. S. GOVERNMENT PRINTING OFFICE 16—33366-1

		Assets Received		Disbursements	
	Brought Forward,	$22,704	04	$10,996	55
	Balance down for future accounting . .			$11,707	49
	NOTE: All D.C. personal estate and D.C. real estate have been fully accounted for hereinabove. Debts against the estate greatly exceed the above balance down fo r future accounting, and the estate is insolvent. Proceedings are presently pending to sell Maryland real estate in Anne Arundel County, Maryland. When said sale has been concluded final account will be filed herein. REPORT UNDER RULE 49 Balance down for future accounting consists of cash $11,707.49				
	Totals,	$22,704	04	$22,704	04

District of Columbia, to wit:

~~We,~~ I, the undersigned, Emilie K. Bucy, ~~and~~ Administratrix, d.b.n., c.t.a., of the estate of Ella M. Ockershausen late of the District of Columbia, deceased, do solemnly swear that the foregoing account is just and true, and that ---I--- have bona fide paid, or secured to be paid, the several sums for which ---I--- claim credit and allowances.

Emilie K. Bucy
Emilie K. Bucy

Sworn to and subscribed before me this 17th day of September, A. D. 19 51.

Virginia McClean
~~Register of Wills for the District of Columbia~~
~~Clerk of the Probate Court~~
Notary Public, D.C.

VIRGINIA McCLEAN NOTARY PUBLIC DISTRICT OF COLUMBIA

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

Holding a Probate Court

On this _____ day of _____, A. D. 19___ the foregoing account, being now presented for approval, the same is, after examination by the Court, approved and passed.

_____
Judge.

No. 73.303 In re estate of Ella M. Oberohausen, deceased

Carried to Page 470F

Joseph A. Cantrel, Attorney

Messrs Laskey & Laskey Albee Bldg 1426 G. St N.W.	For professional services rendered decedent for the period Feb. 26 49 through May 7, 1949.	June 29/49	875 00
Chesapeake & Potomac Telephone Co. 723-13th St., N.W.	Phone bill	Aug. 2/49	85 10
Wash. Gas Light Co Eleventh & H Sts. N.W.	Services rendered	Sept 21/49	206 92
Busey & Evans Trustees under will of Ella M Oberhouser	Promissory note dated Mar 29/46 drawn by decedent for 8,000.00	Sept. 29/49	8,000 00
Saks Fur Co. 610-12th St. N.W.	Furs	Oct. 14/49	109 00
Robert Pumphrey Fun. Home 7557 Wisc. Ave. N.W. Bethesda Md.	Funeral expenses	Oct 26/49	737 00
Herman Bade To Russell J. Barrett 2002 M St. N.W.	Fruits & vegetables	Dec. 5/49	264 82

LIBER 76 PAGE 298

Filed 26 Oct 1951
Re-filed 12 Jan. 1952.

In re Estate of Ella Ockershausen No. 73303

Cont'd from Page 480 G

~~Collector of Taxes S. of C.~~	~~D.C. Income tax for 1947 & 1948 and personal property tax for 1948-1949-1950 with 1% interest per month until paid~~	~~Jan. 23/50~~ 8/17/51	~~334 70~~ ~~[illegible]~~ Claim withdrawn see praecipe filed in case dated 8/16/51	
Trustee under the Will of Ella M. Ockershausen	Money Advanced decedent.	Jan. 25/50	6,450	74
Encyclopedia Britannica, Inc. % Jack Steinberg, Atty	Mdse	Apr. 4/50	173	00

LIBER 76 PAGE 300

Form No. 75

United States District Court

[redacted]s for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

I, THEODORE COGSWELL, Register of Wills for the District of Columbia, Clerk of the Probate Court, **Do Hereby Certify**, That the foregoing are true copies of the original statment for the second account of Emilie K. Bucy, administratrix, d.b.n., c.t.a., and of all entries of claims as recorded against the estate of Ella M. Ockershausen, deceased, in Docket of Claims Number 35 folio 480-G and 480- F, respectively,

filed in the Office of the Register of Wills for the District of Columbia, Clerk of the Probate Court, in the matter of the estate of Ella M. Ockershausen, deceased,

Case No. 73,303, Adm. Doc. 154. and Docket, respectively

I Further Certify, That I have compared said copies with the original paper/s in said office, and find them to be full, true, and correct transcripts thereof.

Witness my hand and the seal of the said Probate Court, this nineteenth day of October, A. D. 1951.

Theodore Cogswell

Register of Wills for the District of Columbia,
Clerk of the Probate Court.

PROBATE JURISDICTION

U. S. GOVERNMENT PRINTING OFFICE 16—48298-1

25

5

LIBER 76 PAGE 301

Filed 26 Oct., 1951. Re-filed 16 Jan., 1952.

JOSEPH A. CANTRELL, Atty.
127 W. Bradley Lane,
Chevy Chase, Md.

NOTICE IS HEREBY GIVEN

That the Subscriber, of Montgomery County, has obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters of ancillary administration, c. t. a. on the estate of

ELLA M. OCKERHAUSEN

late of District of Columbia, deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

10TH DAY OF FEBRUARY, 1952.

They may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 31st day of July, 1951.

EMILIE K. BUCY,
Ancilary Administratrix, c. t. a.

8-0

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., October 26, 1951

We hereby certify, that the annexed Notice to Creditors "Ella M. Ockerhausen"

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 10th day of February, 1952. The first insertion being made the 2nd day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Examined 6-4-57

No. S. M. T. .....

26

PLAINTIFF'S EXHIBIT # 5

9

EMILIE K. BUCY, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased 4618 Langdrum Lane Chevy Chase, Md. vs. ELENORE KOLIPINSKI SMITH, Deale, Md.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 Equity.

ANSWER OF ELENORE KOLIPINSKI SMITH

Elenore Kolipinski Smith, in her own proper person, answers the Bill of Complaint in the above-entitled cause, as follows:

1. She admits the allegations contained in paragraph 1 thereof.

2. She admits the allegations contained in paragraph 2 thereof.

3. She admits the allegations contained in paragraph 3 thereof.

4. She admits the allegations contained in paragraph 4 thereof.

5. She admits the allegations contained in paragraph 5 thereof.

For further answer to said Bill of Complaint she says that she consents to the grant of the prayers therein contained, but states that if any surplus of funds remains from the sale of the real estate which has been devised to her after the payment of the unsatisfied debts of Ella M. Ockershausen, deceased, that such surplus belongs to her, and she claims any such surplus.

Elenore Kolipinski Smith

Elenore Kolipinski Smith
Deale, Maryland.
In Proper Person.

Filed 26 Oct, 1951

27

10

EMILIE K. BUCY, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
PLAINTIFF,	:	
Vs.	:	
ELENORE KOLIPINSKI SMITH	:	
DEFENDANT.	:	No. 10,353 Equity

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

TESTIMONY ON BEHALF OF THE

PLAINTIFF

December 1, 1951

Present:

Mr. William J. McWilliams, Solicitor for Plaintiff.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Joseph A. Cantrell, pages 2 to 5 incl.

Emilie K. Bucy, page 6.

Elenore Kolipinski Smith, pages 5 to 6.

Fred E. Voges, pages 7 to 9.

Tilden O. Atwell, pages 9 to 10.

Filed 12 Jan., 1952

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Joseph A. Cantrell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. State your name and address.

A. Joseph A. Cantrell, 127 West Bradley Lane, Chevy Chase, Maryland.

2. You are a member of the Maryland Bar?

A. Yes.

3. You are also a member of the District of Columbia Bar?

A. Yes.

4. You have offices in Washington, D. C.?

A. I do.

5. Are you counsel for Emilie K. Bucy, Administratrix of the estate of Ella M. Ockershausen?

A. I am.

6. You have been counsel since she was first appointed Administratrix?

A. I have been.

7. Are you thoroughly familiar with all phases of decedent's estate and the administration thereof?

A. Yes I am.

8. When did Ella M. Ockershausen die?

A. May 4, 1949.

9. At that time, was she a resident of the District of Columbia?

A. She was.

10. Is her estate being administered in the District of Columbia?

A. Yes it is.

11. Is that where Mrs. Bucy has qualified as Administratrix d.b.n., c.t.a.?

A. Yes it is.

12. Has she filed any accounts in the Probate Court in the District of Columbia?

A. She has.

13. Has she filed a final account as yet?

A. Not a final account.

14. Did the decedent, Mrs. Ockershausen, own any real estate in Anne Arundel County?

A. She did.

15. Is that the real estate known as Lots 5, 6, 7 and 8, of Section B, Mason's Beach?

A. It is.

16. Is the property improved by a dwelling house and other structures?

A. It is.

(Mr. McWilliams: I offer in evidence a Certified Copy of a deed, dated 4 April 1940 from R. Bruce Emerson and wife to Ella M. Ockershausen, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 214, folio 415, filed in this case as Plaintiff's Exhibit #3, as Examiner's Exhibit 1. MARKED EXAMINER'S EXHIBIT 1)

17. Did Ella M. Ockershausen leave a Last Will and Testament?

A. She did.

18. Has that been filed in the Probate Court of the District of Columbia?

A. It has.

19. Has it been filed in the Orphans Court for Anne Arundel County?

A. It has.

(Mr. McWilliams: I offer in evidence a photostatic copy of the Last Will and Testament of Ella M. Ockershausen, filed in this case as Plaintiff's Exhibit #1, as Examiner's Exhibit 2. MARKED EXAMINER'S EXHIBIT2)

20. Was that admitted to probate in the District of Columbia on 17 June 1949?

A. Yes it was.

21. The same Will was recorded in the Records of the Orphans Court for Anne Arundel County in Liber R.G.P. #4, folio 198, is that correct?

A. That is correct.

22. Has Emilie K. Bucy also qualified as Ancillary Administratrix c.t.a. in the Orphans Court for Anne Arundel County?

A. She has.

(Mr. McWilliams: I offer in evidence Certificate of Appointment of Emilie

K. Bucy, filed in this case as Plaintiff's Exhibit #2, as Examiner's Exhibit 3. MARKED EXAMINER'S EXHIBIT 3)

23. Did Ella M. Ockershausen leave any real or personal property, other than the property mentioned in the deed known as Examiner's Exhibit 1?

A. Yes, she left a piece of real estate in the District of Columbia at 3815 Ingomar Street, N. W., Washington, D. C. She left some stock in the Lincoln National Bank of Washington, D. C.; an automobile, household furniture and effects and jewelry.

24. What is the total value of decedent's estate both in the District of Columbia and Anne Arundel County?

A. In the State of Maryland, the real estate is worth around $20,000.00; the real and personal property in the District of Columbia, about $12,000.00 or $13,000.00.

25. So that her overall estate is in the neighborhood of $32,000.00 or $33,000.00?

A. Approximately.

26. What did she leave in the way of debts?

A. She left debts of approximately $33,000.00.

27. Has the District of Columbia real estate been sold?

A. It has.

28. For what purpose was it sold?

A. To pay debts and claims against the estate.

29. Has the personal estate been sold and applied to these debts?

A. The personal estate has been sold and the money is in hand to be applied to payment of debts.

30. So that the Administratrix now has in hand certain moneys that will be used for that purpose?

A. That is correct.

31. With what has been paid and what she now has in hand, will there still be debts that will remain unpaid?

A. Very substantial debts.

32. Is it necessary to sell this property in order to pay those debts?

A. It is.

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(Mr. McWilliams: I offer in evidence a copy of the Second Account of Emilie K. Bucy, Administratrix, filed in the case as Plaintiff's Exhibit #4, as Examiner's Exhibit 4. MARKED EXAMINER'S EXHIBIT 4)

33. The debts of the decedent now unsatisfied are approximately how much?

A. Exclusive of final Court Costs, Commissions and Attorneys Fees, the debts remaining unpaid are $23,286.75.

34. Has a Notice to Creditors been issued out of the Orphans Court of Anne Arundel County?

A. It has.

(Mr. McWilliams: I offer in evidence Certificate of Publication, filed in this case as Plaintiff's Exhibit #5, as Examiner's Exhibit 5. MARKED EXAMINER'S EXHIBIT 5)

35. Is the real estate located in Anne Arundel County encumbered by a mortgage?

A. Yes it is.

36. How much and who holds it?

A. The mortgage is $2500.00 and it is held by Mrs. Jennie Boeckstyns.

37. Is the property occupied at the present time?

A. It is.

38. By whom?

A. Elenore K. Smith to whom it was devised under the Will.

(Mr. Strahorn)

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

Joseph A. Cantrell

Joseph A. Cantrell

Emilie K. Bucy, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. State your name and address.

A. Emilie K. Bucy, 4618 Langdrum Lane, Chevy Chase, Maryland.

2. You are the plaintiff in this case?

A. I am.

3. You are the Administratrix of the estate of Ella M. Ockershausen?

A. Yes I am.

4. You are also the Ancillary Administratrix of her estate in Anne Arundel County, Maryland?

A. I am.

5. You were present when Mr. Cantrell gave his testimony, were you not?

A. Yes.

6. If you were asked the same questions that were asked him, would your testimony be the same?

A. Exactly the same.

(Mr. Strahorn)

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

Emilie K. Bucy

Emilie K. Bucy

Elenore Kolipinski Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. You are Elenore Kolipinski Smith?

A. I am.

2. You reside at Deale, Maryland?

A. I do.

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3. You are the defendant in this case?

A. I am.

4. You now occupy the property under consideration in this case?

A. I do.

5. Is that the same property that was devised to you by Ella M. Ockershausen in her Will?

A. Yes.

6. You have filed an answer in this case in which you admit all of the allegations contained in the bill of complaint and in which you consent to the sale of the property, is that correct?

A. That's right.

7. With the understanding, of course, if there is any surplus after the payment of these debts that you claim that surplus?

A. Yes.

8. Are you satisfied that it is necessary to sell this property to pay these debts?

A. Yes I am.

(Mr. Strahorn)

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

Elenore Kolipinski Smith

Elenore Kolipinski Smith

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

(Mr. McWilliams)

1. Your name is Fred E. Voges?

A. Yes.

2. What is your address?

A. 221 Main Street, Annapolis, Md.

3. What is your business?

A. I am a real estate broker and appraiser.

4. How long have you been engaged in the real estate business in Anne Arundel County?

A. 19 years.

5. Have you made an appraisal of the property known as Lots 5, 6, 7 and 8, Section B, Mason's Beach?

A. I have.

6. When was that appraisal made?

A. Yesterday afternoon.

7. Describe the property?

A. The property consists of Lots Nos. 5, 6, 7 and 8, Section B, as shown on the Plat of Mason's Beach in the Seventh Election District, Anne Arundel County, Maryland; each lot has a frontage of 60 feet and a uniform depth of 200 feet, making a total area of 48,000 square feet or 1.1 acres , more or less; the lots have an excellent location--facing directly on the Chesapeake Bay. The improvements consist of a main dwelling, a guest house, a building now used as a stable and 4 other small outbuildings. The main dwelling appears to consist of two summer cottages joined together to form one dwelling. The construction is typical summer cottage, frame construction, walls of Upsom board with joints covered with wood strips; single floors; no central heating plant. The house is wired for electricity; the water is provided by an electric pump. On the main floor is a living room, 2 dining rooms, kitchen, refrigerator room, 2 bedrooms and bath and several storage rooms. On the second floor, there are 3 small bedrooms and half bath. The building is in fair condition. The outbuildings and guest house are frame and also in fair condition.

8. What in your opinion is the fair market value of the entire property?

A. The total fair market value of the property in its present condition is $13,650.00. I appraised the four lots at $2000.00 each, making a total of $8000.00; the main dwelling at $5000.00; guest house at $300.00 and

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the stable and other outbuildings at $350.00.

(Mr. Strahorn)

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

Fred E. Voges

Fred E. Voges

Tilden O. Atwell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. Your name is Tilden O. Atwell?

A. Yes.

2. What is your address?

A. 9 Taney Avenue, Annapolis, Maryland.

3. What is your business?

A. Assistant Cashier, County Trust Company of Maryland.

4. In connection with your duties as Assistant Cashier, has it been necessary for you from time to time to appraise property?

A. It has.

5. How long have you been appraising property?

A. For the past 15 years.

6. Did you make an appraisal of the property under consideration here?

A. I did.

7. Would your description of the property be the same as the description given by Mr. Voges?

A. It would.

8. Did you form an estimate of its fair market value?

A. Yes I did.

9. What is the fair market value?

A. $13,650.00.

10. How do you break that down?

A. On the basis of $8000.00 for the lots, $5000.00 for the main dwelling, $300.00 for the guest house and $350.00 for the outbuildings.

(Mr. Strahorn)

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

Tilden O. Atwell

Tilden O. Atwell

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 12 day of ~~December~~ January, 1952

Geo. S. Strahorn (SEAL)
Examiner

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

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EMILIE K. BUCY Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 Equity
vs.	*	
ELENORE KOLIPINSKI SMITH	*	

* * *

D E C R E E

This cause, standing ready for hearing and being submitted, the counsel for the parties were heard and the proceedings read and considered.

Filed 4 Feb., 1952

It is thereupon, this 4th day of February 1952, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the real estate mentioned in these proceedings be sold; that William J. McWilliams be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Fifteen Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in some newspaper published in Anne Arundel County of the time, place, manner and terms of sale, which terms shall be all cash and, as soon as may be convenient after such sale, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of

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the truth thereof, and of the fairness of the said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) said Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them or either of them; and said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such sufficient commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and

It is further ORDERED that Emilie K. Bucy, the Administratrix in the above cause named, give notice to all persons having claims against the estate of Ella M. Ockershausen, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 17th day of March, 1952, by causing a copy of this order to be published in some newspaper published in Anne Arundel County once a week for three (3) successive weeks before the 10th day of March, next.

Benjamin Michaelson
Judge

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10353 Equity

LIBER 76 PAGE 315

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE*

KNOW ALL MEN BY THESE PRESENTS:

That we, WILLIAM J. McWILLIAMS

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIFTEEN THOUSAND ($15,000.00) - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of February in the year of our Lord one thousand nine hundred and fifty-two

WHEREAS, the above bounden William J. McWilliams by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of EMILIE K. BUCY, Administratrix, etc.

vs:

ELENORE KOLIPINSKI SMITH

now pending in said Court:

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

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

William J. McWilliams (SEAL)

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Audrey M. Duley By Ridgely P. Melvin Attorney-in-fact

MD3116—250, 6-47 117982
Trustee's Bond

Filed 7 Feb., 1952

Approved this 7 Feb., 1952
John H. Hopkins, 3rd, Clerk.

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This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authori to bind the Company except in the manner d to the extent therein stated

LIBER 76 PAGE 316

L1400c Ctf.—15M, 10-47 *118870*

POWER OF ATTORNEY

Fidelity and Deposit Company of Maryland

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by J. G. YOST, Vice-President, and D. L. BUCKLER, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or First Vice-President, or Second Vice-President, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Ridgely P. Melvin, Jr., of Annapolis, Maryland

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed:

I. Bonds and undertakings for faithful performance of duty, each in a penalty not to exceed the sum of FIFTY THOUSAND Dollars ($50,000) as follows:

(a) Bonds and undertakings to be filed in any Court of the State of MARYLAND, or in any United States Court for said last mentioned State, for administrators and executors; for commissioners, referees and trustees for the sale of property; for receivers and trustees in bankruptcy proceedings; and for receivers in equity; except for receivers of State Banking Institutions;

(b) Bonds and undertakings for receivers of National Banks located in said last mentioned State, for persons and corporations exercising powers of sale in deeds, mortgages, and other written instruments covering property located in said last mentioned State, EXCEPT ASSIGNMENTS FOR BENEFIT OF CREDITORS.

II. Bonds and undertakings to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TWENTY-FIVE HUNDRED Dollars ($2,500) as follows:

For the payment of costs; for petitioning creditors; for plaintiffs in attachment, garnishment, sequestration and replevin suits; for removal of suits from State to Federal Courts.

III. Bonds and undertakings for Trustees under Will and Guardians for faithful performance of duty, and to be filed in any Court as aforesaid, each in a penalty not to exceed the sum of TEN THOUSAND DOLLARS ($10,000).

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Maryland, in their own proper persons.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of December, A.D. 1947

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED) D. L. BUCKLER (SEAL) *Assistant Secretary* By J. G. YOST *Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 30th day of December, A.D. 19 47, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED) ANNA B. NAU (SEAL) *Notary Public*

My Commission Expires May 2, 1949.

E. N. FERCIOT, Jr.

CERTIFICATE

I, _____, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the attached Power of Attorney dated December 30, 1947, in behalf of Ridgely P. Melvin, Jr., of Annapolis, Maryland, is a true and correct copy and that same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. G. YOST and D. L. BUCKLER, who executed the attached Power of Attorney as Vice-President and Assistant Secretary respectively, were on the date of the execution of the attached Power of Attorney the duly elected Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and that the said J. G. YOST was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact or to authorize any person or persons to execute on behalf of the Company any bonds, recognizances, stipulations, undertakings, deeds, releases of mortgages, contracts, agreements and policies, and to affix the seal of the Company thereto as provided in said Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company this _____ day of _____, 19__.

Assistant Secretary

AFFIDAVIT OF PUBLICATION

District of Columbia, ss.

Personally appeared before me, Helen R. Oyster, *a Notary Public in and for the District of Columbia aforesaid,* **W. R. Little** *who being duly sworn according to law, on oath says that he is the Agent and Controller of* **The Evening Star** *a daily newspaper published in the City of Washington, District of Columbia, and that the advertisement, of which the annexed is a true copy, was published in said newspaper* ~~times~~ *on the following dates:*

March 2, 1952

at a cost of, Twenty-five & 84/100 *Dollars,*

Subscribed and sworn to before me

My commission expires DEC 14 1952

March 7 1952

(Seal) Helen R. Oyster *Notary Public.*

ACCT. NO. 44

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GEORGE W. SCIBLE, Auctioneer.

McWILLIAMS, EVANS & MELVIN, Solicitors.
212 Duke of Gloucester Street,
Annapolis, Maryland

TRUSTEE'S SALE

Of Valuable

Water Front Property Known as "REDGATE" at Deale

By virtue of a decree of the Circuit Court for Anne Arundel County dated February 4, 1952, and passed in a cause entitled "Emilie K. Bucy, etc., vs. Elonore Kolipinski Smith," Equity No. 10,353, the undersigned, Trustee, will sell at public auction, at the Court House door, in the City of Annapolis, Maryland, on

Tuesday, March 11, 1952 at 11 o'clock a.m.

All those four lots of ground and the improvements thereon, known as Lots 5, 6, 7 and 8 in Section B of Mason's Beach, more particularly described in a deed from R. Bruce Emerson and wife to Ella M. Ockershausen dated April 4, 1940, and recorded in Liber J. H. H. No. 214, Folio 415.

The property, which fronts on Chesapeake Bay, is improved by a ten-room frame cottage, six bedrooms and two baths. Porch is screened on two sides. Outside bath house with shower. Outside servants' bath and toilet. Guest cottage, one room. Hot and cold water, electric stove and heating.

TERMS OF SALE: Cash. A deposit of $500 will be required at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

WILLIAM J. McWILLIAMS, Trustee,
212 Duke of Gloucester Street,
Annapolis, Maryland.

Filed 11 Mar. 1952.

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

McWILLIAMS, EVANS and MELVIN, Solicitors
212 Duke of Gloucester Street
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

Waterfront Property

KNOWN AS "REDGATE" AT DEALE

By virtue of a decree of the Circuit Court for Anne Arundel County dated 4 February, 1952, and passed in a cause entitled "Emilie K. Bucy, etc., vs. Elenore Kolipinski Smith," Equity No. 10,353, the undersigned, Trustee, will sell at public auction, at the Court House Door, in the City of Annapolis, Maryland on

Filed 11 Mar, 1952

Tuesday, March 11, 1952

AT 11 O'CLOCK, A.M.

all those four lots of ground and the improvements thereon, known as lots 5, 6, 7 and 8 in Section B of Mason's Beach, more particularly described in a deed from R. Bruce Emerson and wife to Ella M. Ockenshausen dated 4 April, 1940, and recorded in Liber J. H. H. No. 214, Folio 415.

The property, which fronts on Chesapeake Bay, is improved by a ten-room frame cottage, six bedrooms and two baths. Porch is screened on two sides. Outside bath house with shower. Outside servants' bath and toilet. Guest cottage, one room. Hot and cold water, electric stove and heating.

TERMS OF SALE: Cash. A deposit of $500 will be required at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

WILLIAM J. McWILLIAMS, Trustee,
212 Duke of Gloucester Street,
Annapolis, Maryland.

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over 16

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EMILIE K. BUCY Ancillary Adminitratrix d.b.n., c.t.s. of Ella M. Ockershausen, late of the District of Columbia, deceased	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 Equity
vs.	*	
ELENORE KOLIPINSKI SMITH	*	

* * *

I hereby certify that I have this 11th day of March 1952, sold the within described property to FRANK T. FULLER at and for the sum of Twelve Thousand One Hundred ($12,100.00) Dollars he being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

I hereby certify that I have this 11th day of March 1952, purchased the within described property from William J. McWilliams, Trustee, at and for the sum of Twelve Thousand One Hundred ($12,100.00) Dollars and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Frank T. Fuller (SEAL)

Filed 11 Mar., 1952

Gazette

EMILIE K. BUCY Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased 4618 Langdrum Lane Chevy Chase, Md.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 Equity
vs.	*	
ELENORE KOLIPINSKI SMITH Deale, Md.	*	

* * *

TRUSTEE'S REPORT OF SALE

Filed 11 Mar, 1952

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of William J. McWilliams, Trustee appointed by a decree of this Honorable Court passed in the above entitled cause dated the fourth day of February 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the city of Annapolis, Maryland on Tuesday, 11 March 1952 and then and there proceeded to sell said property in the following manner, that is to say:

Your Trustee offered at public sale, to the highest bidder, the property mentioned in said decree, situate at Deale, in the Seventh Election District of Anne Arundel County

and described as follows:

Lots 5, 6, 7 and 8, Section B
of Mason's Beach

And your said Trustee sold the above described property to Frank T. Fuller, for $12,100.00, he being at that sum the highest bidder therefor, terms of said sale being:

Cash. A deposit of $500 required at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

Respectfully submitted,

William J. McWilliams, Trustee

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 11th day of March 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Trustee named in the aforegoing Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO. MD. VIOLA J. BROWN

Notary Public

LIBER 76 PAGE 322

ORDER NISI

EMILIE K. BUCY
Ancillary Administratrix d.b.n.,c.t.a.
of Ella M.Ockershausen,late of the
District of Columbia,deceased

versus

ELENORE KOLIPINSKI SMITH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,353 Equity

Filed 11 Mar., 1952.

Ordered, this 11 day of March, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William J. McWilliams, Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of April next.

The report states that the amount of sales to be $ 12,100.00.

John H. Hopkins, 3rd, Clerk. 18

True Copy,

TEST: Clerk.

(Final Order)

Filed 23 Apr., 1952.

EMILIE K. BUCY
Ancillary Administratrix d.b.n.,c.t.a.
of Ella M.Ockershausen,late of the
District of Columbia,deceased

versus

ELENORE KOLIPINSKI SMITH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of April, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, a.g.

20

#8

Legal Notices

McWILLIAMS, EVAN and MELVIN
Solicitors
212 Duke of Gloucester St.,
Annapolis, Maryland

TRUSTEE'S SALE
— OF —
VALUABLE WATERFRONT
PROPERTY
Known as "REDGATE" at Deale.

By virtue of a decree of the Circuit Court for Anne Arundel County dated 4 February 1952 and passed in a cause entitled "Emilie K. Bucy, etc. vs. Elenore Kolipinski Smith", Equity No. 10,353, the undersigned, Trustee, will sell at public auction, at the Court House door, in the City of Annapolis, Maryland on

TUESDAY, 11 MARCH 1952
AT 11:00 O'CLOCK A. M.

all those four lots of ground and the improvements thereon, known as lots 5, 6, 7 and 8 in Section B of Mason's Beach, more particularly described in a deed from R. Bruce Emerson and wife to Ella M. Ockershausen dated 4 April 1940, and recorded in liber J. H. H. No. 214, folio 415.

The property, which fronts on Chesapeake Bay, is improved by a ten room frame cottage, six bedrooms and two baths. Porch is screened on two sides. Outside bath house with shower. Outside servants' bath and toilet. Guest cottage, one room. Hot and cold water, electric stove and heating.

TERMS OF SALE: Cash. A deposit of $500 will be reuired at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

WILLIAM J. McWILLIAMS,
Trustee.

212 Duke of Gloucester St.,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

NOTICE TO CREDITORS

The undersigned, ancillary administratrix d. b. n. in the abovementioned cause, pursuant to an order of the Circuit Court for Anne Arundel County passed 4 February 1952 hereby gives notice to all persons having claims against the estate of ELLA M. OCKERSHAUSEN, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before 17 March 1952.

EMILIE K. BUCY,
Ancillary Administratrix d. b. n.
of the Estate of Ella M. Ockershausen, deceased. m-6

Filed 15 Mar 1952

49

LIBER 76 PAGE 323

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1952

We hereby certify, that the annexed Trustees Sale and Notice to creditors Emille K. Bucy etc. vs. Elenore Kolipinski Smith-Ella (Equity No. 10,353) M. Ockershausen

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 March, 1952 The first insertion being made the February 14th day of February, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Effie S. Tugo 19

LIBER 76 PAGE 324

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 10, 1952

We hereby certify, that the annexed Order Nisi - Equity 10,353 Emilie K. Bucy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of April, 1952. The first insertion being made the 20th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson 21

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,353 Equity

EMILIE K. BUCY Ancillary Administratrix d. b. n., c. t. a. of ELLA M. OCKERSHAUSEN, late of the District of Columbia, deceased

Vs.

ELENORE KOLIPINSKI SMITH

Ordered, this 11th day of March, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William J. McWilliams, Trustee; BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of April next.

The report states that the amount of sales to be $12,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-10

Filed 23 Apr., 1952

No. MG.....
50

EMILIE K. BUCY Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 - Equity
vs.	*	
ELENORE KOLIPINSKI SMITH	*	

* * *

PETITION FOR COUNSEL FEE

Filed 14 May, 1952.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of McWilliams, Evans and Melvin respectfully shows:

1. In September of 1951 your petitioners were employed by the Plaintiff in this case to effect a sale of the decedent's property in Anne Arundel County for the purpose of paying the debts due by her estate.

2. Your petitioners had several conferences with the Plaintiff and with Joseph A. Cantrel, Esq., the attorney for the Plaintiff, and as a result of your petitioners' investigation and research a bill of complaint was prepared and filed in this Honorable Court in October 1951.

3. Thereafter your petitioners made arrangements for the appraisal of the property and in December 1951 attended at the taking of the testimony in support of the allegations set forth in the bill of complaint.

4. Thereafter your petitioners obtained an appropriate decree and caused the necessary advertisement to be printed

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and published in a local newspaper and in the Washington papers. In this connection your petitioners had a number of discussions with Mr. Cantrel and with Mrs. Smith concerning the occupancy of the property and the exhibition of it to prospective purchasers. At or about this time the Defendant expressed an intention not to deliver possession of the property for a period of ninety days after the sale, and your petitioners were successful in persuading her to recede from her position. Subsequent to the sale your petitioners handled all of the necessary details involved in bringing the case to a conclusion.

WHEREFORE, your petitioners pray this Honorable Court to allow your petitioners a counsel fee commensurate with the services performed by them.

AND, as in duty bound, etc.

McWilliams, Evans and Melvin
212 Duke of Gloucester St.
Annapolis, Maryland
Petitioners

Filed 14 May, 1932

CONSENT

I hereby consent to the passage of an order authorizing the payment of a reasonable fee to McWilliams, Evans and Melvin, attorneys.

Trustee

Filed 14 May, 1952.

The undersigned members of the Bar of Anne Arundel County, having familiarized themselves with the services performed in this case by Messrs. McWilliams, Evans and Melvin, certify that the sum of $250.00 is a fair and reasonable fee for the services performed by them.

Eugene M. Childs

R. Lockwood Brown

O R D E R

Filed 14 May, 1952.

Upon the foregoing petition and certificate of counsel it is, this 14th day of May 1952, by the Circuit Court for Anne Arundel County, ORDERED that Messrs. McWilliams, Evans and Melvin be, and they are hereby allowed a counsel fee of $250.00, and the auditor is hereby DIRECTED to make due allowance therefor in stating the account, subject to all proper exceptions.

Benjamin Michaelson
Judge

LIBER 76 PAGE 328

In the Case of

Emilie K. Bucy,
Ancillary Administratrix d.b.n.,c.t.a.
of Ella M. Ockershausen, etc.

VS.

Elenore Kolipinski Smith

In the

Circuit Court

For

Anne Arundel County

No. 10,353 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 26 May, 1952.

May 23, 1952

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Dr. Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, etc, vs. Elenore Kolipinski Smith

			in ac.	
To Trustee for Commissions, viz:	396	36	396	36
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	44	75		
John S. Strahorn - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	10	00		
Auditor - stating this account	18	00	92	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - handbills	9	79		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Evening Star Newspaper Co. - advertising sale	25	84		
F. & D. Co. of Md. - bond premium	60	00		
George W. Scible - auctioneer's fee	50	00		
Tilden O. Atwell - appraisal & testimony	20	00		
Fred E. Voges - appraisal & Testimony	20	00		
McWilliams, Evans & Melvin - fee for legal services (Order 5/14/52)	250	00		
Clerk of Court - certified copy of deed	1	50		
Miscellaneous Expense - 'phone calls, etc.	2	95		
One-half Federal revenue stamps	6	88		
One-half State revenue stamps	6	87		
Viola J. Brown - notary fee		50	509	57
To Trustee for Taxes, viz:				
1952 State and County taxes (adjusted to 3/11/52)	36	57	36	57
To Trustee for Liens, viz:				
Jennie H. J. Boeckstyns - in full payment of note secured by deed of trust, viz:				
Principal	2,500	00		
Interest from 12/19/51 to 5/8/52	58	34		
Fee for preparation of deed of release and reconveyance	10	00		
Recording deed of release, etc.	2	50	2,570	84
Balance in hands of Trustee subject to further order of Court			8,606	05
			12,212	14

with William J. McWilliams, Trustee Cr.

1952						
Mar.	11	Proceeds of Sale	12,100	00		
		Interest on $11,600.00 to 5/8/52 - 1 month 28 days	112	14	12,212	14
					12,212	14

LIBER 76 PAGE 331

ORDER NISI

Emilie K. Bucy, Ancillary Administratrix D.B.N., C.T.A. of Ella M. Ockershausen, etc.

VERSUS

Elenore Kolipinski Smith

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,353 Equity.

ORDERED, This 26 day of May, 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 30 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 30 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 1 July, 1952. Filed 26 May, 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of July, 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
J.

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 14, 1952

We hereby certify, that the annexed Order Nisi Equity 10,353 - Aud. Acct. Emilie K. Bucy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of June, 1952. The first insertion being made the 29th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie E. Carlson.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,353 Equity
EMILIE K. BUCY, Ancillary Administratrix D. B. N., C. T. A. of ELLA M. OCKERSHAUSEN, etc.
Vs.
ELENORE KOLIPINSKI SMITH.

Ordered, this 26th day of May, 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 30th 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 30th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Ju-12

Filed 28 June, 1952.

EMILIE K. BUCY Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY #10,353 - Equity
vs.	*	
ELENORE KOLIPINSKI SMITH	*	

* * *

P E T I T I O N

Filed 9 July, 1952

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of William J. McWilliams, Trustee, respectfully shows:

1. The report of the Trustee and the report and account of the auditor have been finally ratified and approved.

2. Petitioner now has in his hands the sum of Eight Thousand Six Hundred and Six Dollars and Five Cents ($8,606.05), representing the balance subject to the further order of this Honorable Court.

3. Petitioner believes that this balance should now be paid over to Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased.

WHEREFORE, may it please this Honorable Court to pass an order authorizing and directing the Petitioner to pay the balance now in his hands in the amount of Eight Thousand Six Hundred and Six Dollars and Five Cents ($8,606.05) to Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District

27

of Columbia, deceased.

William J. McWilliams, Trustee

Filed 9 July, 1952.

O R D E R

Upon the foregoing petition it is, this 9th day of July, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that William J. McWilliams, Trustee be, and he is hereby, AUTHORIZED and DIRECTED to pay over the balance now in his hands in the amount of Eight Thousand Six Hundred and Six Dollars and Five Cents ($8,606.05) to Emilie K. Bucy, Ancillary Administratrix d.b.n., c.t.a. of Ella M. Ockershausen, late of the District of Columbia, deceased.

Benjamin Michaelson
Judge

28

In the Matter of the Mortgaged Real Estate of Daniel Holland and Lena Holland, his wife.	:	In The Circuit Court for Anne Arundel County Equity No. 10,399

* * * * * * *

Mr. Clerk:

Please docket the above entitled case, enter my appearance and file among the papers the following instrument, marked, "Plaintiff's Exhibit 'A'".

1. Original mortgage from Daniel Holland and Lena Holland, his wife, dated April 25, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 519, Folio 239, with short assignments at the foot thereof, the last one dated January 10, 1952, from Abraham I Cohen, Sara C. Cohen, his wife, Harry N. Friedman and Eva Friedman, his wife, to Frankie Wilson, for purposes of foreclosure.

Filed 13 Jan., 1952

Frankie Wilson
Frankie Wilson, Assignee,
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland.

LIBER 76 PAGE 335
COUNTY FORM

PLAINTIFFS' EXHIBIT "A"
LIBER 519 PAGE 239

No. 10,399 Equity
No. 10,175 Equity

This Mortgage, Made this 25th day of April, in the year one thousand, nine hundred and forty-nine (1949), Between Daniel Holland and Lena Holland, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Four Thousand ($4,000.00) Dollars, ~~being part of the purchase money for the property hereinafter described~~ and

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

By the payment of Fifty-six ($56.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of June, 1949, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

Filed 1 Mar. 1951
Filed 15 Jan. 1958

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

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

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot or parcel of ground located on Clay Street, in the City of Annapolis, Maryland, said lot having a frontage on Clay Street of 30 feet and an even depth therefrom of 100 feet, and being designated as Lot Number Twenty-three (23) on the plat of the property of Stella W. Gardiner made by J. Carson Boush, County Surveyor, on March 12, 1919, which said plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. 5 (formerly recorded in W.N.W. 3, folio 35).

Being the same property which was conveyed to the within named Mortgagors by Stella W. Gardiner and William B. Gardiner, her husband, et al, by deed dated July 28, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 36, folio 213.

Assmt.

Received for Record 15 Day of Jan. 1952 at 12:25 P.M. and the same day recorded in Liber J.H.H. No 519 Fol 242 Land Records of Anne Arundel County

John R. Hopkins Jr. Clerk

LIBER 76 PAGE 336

LIBER 519 PAGE 240

Baltimore, Maryland, January 10, 1952,

For value received Abraham I. Cohen, Sara C. Cohen, his wife, Harry N. Friedman, and Eva Friedman, his wife, hereby assign all their right, title and interest in the within mortgage to Frankie D. Wilson, attorney, for purposes of foreclosure. As Witness the hands and seals of the parties hereto affixed the date above written.

Walton D. Wilson)

Walton D. Wilson)

Walton D. Wilson)

Walton D. Wilson)

Abraham I. Cohen

Abraham I. Cohen

Sara C. Cohen

Sara C. Cohen

Harry N. Friedman

Harry N. Friedman

Eva Friedman

Eva Friedman

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

TO HAVE AND TO HOLD the said lot 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 and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, 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 six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the 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 six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hand s and seals of the said Mortgagors

Witness:

Ruby W. Chaney

Ruby W. Chaney

Daniel Holland (SEAL)
Daniel Holland

(SEAL)

Lena Holland (SEAL)
Lena Holland

(SEAL)

LIBER 76 PAGE 338

LIBER 519 PAGE 242

INSPECTED E.L.L. H.L.B.B.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 25th day of April, 1949, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Daniel Holland and Lena Holland, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney

Ruby W. Chaney, Notary Public.

Recorded- 26th April, 1949, at 3 P.M.

Received to Record 12 Day of April 1951, at 11-30 AM and the same day recorded in Liber J.H.H., No. 519 Fol. 242 Land Records of Anne Arundel County.

John H. Hopkins Clerk

MORTGAGE

FROM

Daniel Holland and Lena Holland, his wife

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

Received for Record April 26 1949 at 3 o'clock P.M. Same day recorded in Liber No. 519 Folio 239 etc., one of the Land Records of County, and examined, per Clerk.

Cost of Record, $

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

For value received, the First Federal Savings and Loan Association of Annapolis, a body corporate, hereby assigns the aforegoing mortgage and the debt thereby secured, to Abraham I. Cohen and Sara C. Cohen, his wife, as to a one-half interest, and Harry N. Friedman and Eva Friedman, his wife, as to a one-half interest, without recourse.

Witness the name of the said First Federal Savings and Loan Association of Annapolis by the signature of its ~~Vice~~-President, attested by the signature of its Secretary and by affixing its corporate seal, this 10th day of April, 1951.

ATTEST:

Iola P. Anderson Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

BY T. Roland Brown Vice-President

T. Roland Brown

Mortgagee and Attorney's Bond.

LIBER 76 PAGE 339

1-369 Im-12-32

75391

No 10,399 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Frankie Wilson, Assignee under Mortgage, Hammonds Ferry Road, Linthicum Heights, 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 7th - - - - - - - - - - - - - - - day of February in the year nineteen hundred and fifty-two

Whereas, the above bounden Frankie Wilson,

by virtue of the power contained in a Mortgage from Daniel Holland and Lena Holland, his wife to ~~Frankie Wilson, Assignee~~ FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS, WHICH MORTGAGE HAS BEEN DULY ASSIGNED TO FRANKIE WILSON FOR THE PURPOSE OF FORECLOSURE bearing date the 25th day of APRIL nineteen hundred and FORTY-NINE and recorded among the LAND Records of ANNE ARUNDEL County, in Liber J.H.H. No. 519, Folio 239, and SAID FRANKIE WILSON, ASSIGNEE

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

Now the Conditions of this Obligation are Such, That if the above bounden Frankie Wilson

es

do 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:

Frankie Wilson (Seal)
Frankie Wilson

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By J. Wm. Quinn
Vice-President, F. Sterman

Assistant Secretary, Joseph Kozlosky

Witness as to Surety:

E. M. Keyser
E. M. Keyser

Approved this 11 Feb. 1952
John H. Hoffmann, 3rd, Clerk.

Filed 11 Feb., 1952.

Equity No. 10,399

I hereby certify that sale of Lot No. 23, as described in mortgage from Daniel Holland and Lena Holland, his wife, recorded among the Land Records of Anne Arundel County in Liber JHH No. 519, folio 239, and being premises known as 106 Clay Street with improvements, has this 11th day of February 11, 1952, been sold by me at public auction to ABRAHAM I Cohen and Sara C Cohen, his wife and Harry N. Friedman and Eva Friedman his wife for the sum of Forty Two Hundred Fifty Dollars, and that the sale was fairly made.

Filed 11 Feb., 1952.

Robt. H. Campbell
Auctioneer

Equity 10,399

PURCHASER'S AGREEMENT,

That I (we) Abraham I. & Sara C. Cohen, his wife, Harry N. Friedman and Eva Friedman, his wife. purchaser s of Lot 23 as described in mortgage from Daniel Holland and Lena Holland, his wife, recorded among the Land Records of Anne Arundel County in Liber JHH No. 519, folio 239, being premises the improvements whereof are known as No. 106 Clay Street, City of Annapolis, County of Anne Arundel, this 11th day of February, 1952, sold at public auction at the Court House door, at and for the sum of Forty Two Hundred & fifty Dollars, the sum of $425.00 Dollars having been paid, in accordance with the terms of sale, and the remainder to be paid upon ratification of sale, with 6% interest from date of sale, and adjustment of taxes and other assessments to date of sale.

Filed 11 Feb., 1952

As witness OUR hands and seals the day and year above written.

WITNESS:

Robert N. Campbell

Abraham I. Cohen (seal)

Sara C. Cohen (SEAL)

HARRY N. Friedman (seal)

Eva Friedman (SEAL)

by Ruth S. Newman, atty

In the Circuit Court for Anne Arundel County, Maryland,

Equity No. 10,399

Statement of Mortgage Claim

Abraham I. Cohen and Sara C. Cohen, his wife,
and
Harry N. Friedman and Eva Friedman, his wife,
Assignees of

Mortgage, dated April 25, 1949, from Daniel Holland and Lena Hollns, his wife,

to

First Federal Savings and Loan Association of Annapolis,
recorded among the Land Records of Anne Arundel County in Liber JHH No. 519, folio 239.

Amount of Mortgage	$ 4,000.00
Paid on account of principal	164.22
Balance due on principal - - - - - - - - - - - - - - - - -	$ 3,835.78

Filed 15 Feb., 1952

Frankie Wilson
Frankie Wilson, Assignee for purpose of foreclosure
1000 Hammonds Ferry Road, Linthicum Heights
Maryland

Assignee's Bond

LIBER 76 PAGE 343

1-369 1m-12-32

Additional Bond No. 75391

no. 10,399 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Frankie Wilson, Hammonds Ferry Road, Linthicum Heights, 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 Two Hundred Fifty and No/100 - - - - - ($250.00) - - - - 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 February in the year nineteen hundred and fifty-two

Whereas, the above bounden Frankie Wilson, Assignee

by virtue of the power contained in a Mortgage from Daniel Holland and Lena Holland, his wife

bearing date the 25th day of April nineteen hundred and forty-nine

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 519, Folio 239, and

Whereas, assignment of said mortgage has been made to Frankie Wilson, for purpose of foreclosure, and she sold the property therein described on February 11, 1952, at public auction for more than the original bond filed in this case, ~~therefore this additional bond is required~~

~~to bour 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, Assignee do 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

Alton D. Wilson
Attest:

Frankie Wilson (Seal)
Frankie Wilson
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess, Vice-President

Attest: J. N. Mercier, Asst. Secretary

Witness as to Surety:

E. M. Keyser
E.M. Keyser

Approved this 23 Feb., 1952
John H. Hopkins, 3rd, Clerk

Filed 23 Feb., 1952

In the Matter of the Sale of the Mortgaged Real Estate of Daniel Holland and Lena Holland, his wife.	:	In The Circuit Court for Anne Arundel County Equity No. 10,399

- - - - - -

REPORT OF SALE

To The Honorable, the Judge of said Court:

The report of sale of Frankie Wilson, assignee for purpose of foreclosing mortgage, dated April 25, 1949, from Daniel Holland and Lena Holland, his wife, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 519, folio 239, which mortgage is filed in said cause pending, respectfully shows:

Filed 18 Mar., 1952

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, Assignee, for purpose of foreclosing the aforesaid mortgage, 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 11th day of February, 1952, at 11:00 a.m., at the Court House Door, attended and then and there sold the property described in said mortgage, which property is more particularly described as follows:

BEING all that lot located on Clay Street, City of Annapolis, having a frontage on Clay Street of 30 feet and an even depth of 100 feet, designated as lot 23 on plat recorded in Plat Cabinet 1, Rod L, Plat No. 5, and known as premises 106 Clay Street.

Terms of Sale: A deposit of ten per cent. of the purchase price was required of the purchaser on day of sale, balance of purchase money with interest thereon at rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale.

That said property was sold for the sum of Forty-two Hundred and Fifty Dollars ($4250.00) to Abraham I. Cohen and Sara C. Cohen, his wife, and Harry N. Friedman and Eva Friedman, his wife, the said purchasers being then and there the highest bidder.

Frankie Wilson

Frankie Wilson, Assignee for purpose of Foreclosure.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit: LIBER 76 PAGE 345

I HEREBY CERTIFY, That on this 11th day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Assignee for purpose of foreclosing mortgage, and made oath in due form of law that the aforegoing report of sale is true to the best of her knowledge. and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Henry J. Paul -- Notary Public.

HENRY J. PAUL NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~XXXXXX~~

Daniel Holland and Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,399 Equity

Filed 18 Mar., 1952.

Ordered, this 18 day of March, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Frankie Wilson, Assignee for purpose of Foreclosure, ~~XXXXXXX~~ Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 4250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged Real Estate of

~~XXXXXX~~

Daniel Holland and Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 29 Apr., 1952.

ORDERED BY THE COURT, This 29th day of April, 1952, 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
A. J.

LIBER 76 PAGE 346

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In The Matter of the Sale of the Mortgaged Real Estate of Daniel Holland and Lena Holland, his wife

Equity 10,399

STATE OF MARYLAND, County of Anne Arundel, Sct:

I, Frankie Wilson, being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Assignees in the above entitled case, I made an investigation for the purpose of determining whether Daniel Holland, one of the Defendants in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about forty-five years of age, is married, has six child ren, who reside with their mother at 106 Clay Street at Annapolis, Maryland; that said Daniel Holland left Annapolis more than one year ago and no one has heard from him since that time, and that his whereabouts are at present unknown.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within thirty * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 19th day of March, 1952.

Eleanore G. Girault

Frankie Wilson
Frankie Wilson, Assignee for purpose of foreclosing mortgage. Affiant.

Eleanore G. Girault
ELEANORE G. GIRAULT Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed 26 Mar., 1952.

LIBER 76 PAGE 347 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. 10,300 Equity

In The Matter Of The Mortgaged Real Estate of DANIEL HOLLAND and LENA HOLLAND, his wife.

Ordered, this 18th day of March, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Frankie Wilson, Assignee for purpose of Foreclosure, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

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.

a-3

Filed 18 Apr., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1952

We hereby certify, that the annexed Order Nisi No. 10,399 Equity Daniel Holland

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 30th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

No. S. M. T. .....

Statement of Mortgage from

Daniel Holland & Lena H., his wife
to
First Federal Savings and Loan Association, and assigned to
Abraham I. Cohen & Sara C. Cohen, his wife
and
Harry N. Friedman & Eva Friedman, his wife

for property

106 Clay St., Annapolis, Anne Arundel Co., Md.

4/25/51	Mortgage Balance		$ 4000.00
	Payments		
4/25/51	to Geo. E. Rullman, Atty. for costs for dismissing foreclosure	16.78	
	recording	2.00	
5/26/51	Southern Insurance Asso. Ins.Prem.	28.00	
7/31/51	for 1951 Anne Arundel Taxes	70.05	
		116.83	
4/25/51 to 10/24/51	Interest	138.22	
	Total Expenses		255.05
			4255.05
4/25/51 to 9/25/51	inclusive payments		420.00
	Principle Balance due		3835.05
	Interest from 10/25/51 to 2/11/52		67.12
	Balance due - - - - - -		$ 3902.17

Filed 19 May, 1952.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 7th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Abraham I. Cohen, one of the above Assignees, and made oath in due form of law that the above statement of mortgage claim is true and bona fide to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson
Frankie Wilson - Notary Public.

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs.
Daniel Holland
and
Lena Holland, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,399 Equity

To the Honorable, the Judges of said Court:

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

Filed 17 May, 1952.

May 9, 1952

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Daniel Holland and Lena Holland, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	158	99	208	99
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	00		
Auditor - stating this account	13	50	43	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Speer Publications, Inc. - order nisi (sale)	8	00		
Speer Publications, Inc. - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premiums	17	00		
Robert H. Campbell - auctioneer's fee	20	00		
One-half Federal revenue stamps	2	48		
One-half State revenue stamps	2	47		
Clerk of Court - recording assignment		75		
Henry J. Paul - notary fee		50		
Elinore G. Girault - notary fee		50	87	70
To Assignee for Taxes, viz:				
1952 State and County taxes ($68.12 - adjusted to 2/11/52) 42 days	7	84		
1951 City of Annapolis taxes ($61.34 - adjusted to 2/11/52, 226 days)	37	97	45	81
To Abraham I. Cohen and Sara C. Cohen, his wife, and Harry N. Friedman and Eva Friedman, his wife, Assignees - in full for mortgage claim filed, viz:				
Balance due on principal	3,835	05		
Interest from 10/25/51 to 2/11/52	67	12	3,902	17
To Daniel Holland and Lena Holland, his wife, mortgagors - this balance	11	56	11	56
			4,299	73

with Frankie Wilson, Assignee Cr.

1952						
Feb.	11	Proceeds of Sale	4,250	00		
		Interest on deferred payment ($3,825.00) - 78 days	49	73	4,299	73
					4,299	73

LIBER 10 PAGE 306

ASSIGNEE'S [illegible]E
OF VALUA
IMPROVED REAL ESTATE
Situate 106 Clay Street, City of Annapolis, Maryland.

Equity No. 10,399

Under and by virtue of the power of sale contained in the mortgage from Daniel Holland and Lena Holland, his wife, to First Federal Savings and Loan Association of Annapolis, dated April 25, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 519 folio 239, the undersigned, as Assignee of the mortgage to foreclose (default having occurred) will offer for sale at public auction at the Court House Door on

MONDAY, FEBRUARY 11, 1952,
AT 11 O'CLOCK A. M.

All that lot located on Clay Street, City of Annapolis, having a frontage on Clay Street of 30 feet and an even depth of 100 feet, designated as lot 23 on plat recorded in Plat Cabinet 1, Rod I, Plat No. 5 and known as premises 106 Clay Street. Being the same property which was conveyed to Daniel Holland and Lena Holland his wife, by Stello W. Gardiner and William B. Gardiner, his wife, et al. by deed, dated July 28, 1928, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 30, folio 213.

The said property being improved by a dwelling of six rooms and bath.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser on day of sale, balance of purchase money with interest thereon at rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars apply to:

FRANKIE WILSON, Assignee,
1000 Hammonds Ferry Road,
Linthicum Heights Maryland.
ROBERT H. CAMPBELL, Auctioneer.

1-7

Filed 22 Aug., 1952.

Filed ..... 19.....

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 15, 1952

We hereby certify, that the annexed

Assignee's Sale
Equity 10,399
Daniel Holland

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of February, 1952 The first insertion being made the 17th day of January, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~

of

Daniel Holland

and

Lena Holland, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,399 Equity.

ORDERED, This 19 day of May, 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 23 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 23 day of June next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson
Judge.

Filed 25 Aug., 1952. Filed 19 May, 1952.

LIBER 76 PAGE 353

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. 10,399 Equity

In The Matter Of The Mortgaged Real Estate Of DANIEL HOLLAND And LENA HOLLAND, His Wife.

Ordered, this 19th day of May, 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 23rd day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jn-5

Filed 23 Aug., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 22, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. No. 10399 Equity Daniel Holland

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 23rd day of June, 1952. The first insertion being made the 22nd day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie F. French

No. S. M. T. .....

Lewis Morris, Linthicum Heights, Md., Petitioner,	:	
Vs.	:	In The
Black Bros., Inc., a Body Corporate,	:	Circuit Court for Anne Arundel County
	:	In Equity
W. Sumter Black and Elizabeth S. Black, his wife.	:	No. 9060
	:	

- - - -

To The Honorable, The Judge of Said Court:

Your Petitioner, Lewis Morris, respectfully shows:

1. That he is the owner of the leasehold estate which was acquired by deed, dated December 17, 1934, from Francis E. Sparks, Assignee, to the Petitioner, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 133, folio 579, covering lots designated as nineteen, twenty and twenty-one on Plat of Kinslouch Farms, recorded among the Plat Records of Anne Arundel County in Liber G.W. No. 105, folio 311, also in Plat Book E.W. No. 1, folio 96, out of which issues an annual ground rent of ninety-six dollars ($96.00), payable on the 20th days of June and December in each and every year.

Filed June 26 1946

2. That the above ground rent is redeemible under Article 21, Section 111 of the Annotated Code of Maryland, and that Black Bros., Inc. is the record title holder of said ground rent.

3. That Black Bros., Inc., was duly incorporated under the laws of the State of Maryland, but forfeited its charter on February 15, 1935, for the non-payment of state taxes.

4. That W. Sumter Black and Elizabeth Black, his wife, now residing in Norwalk, California, according to your Petitioner's best information and belief, were, before the forfeiture of said corporation, its sole directors and owners of its stock.

5. That the said W. Sumter Black and Elizabeth S. Black, his wife, have been duly notified in writing of the intention to redeem said ground rent and have acknowledged the same in writing.

6. That the said corporation is no longer in existence and there is no one qualified to execute a deed of redemption of the aforesaid reversion and rent issuing out of said property, hence your Petitioner seeks relief in this Honorable Court by tendering the sum of Sixteen Hundred Dollars for the redemption of said ground rent.

WHEREFORE, your Petitioner prays this Court to pass an order, appointing a Trustee to convey a good and marketable title to the above reversion and annual rent unto your Petitioner, Lewis Morris.

TO THE END, THEREFORE:

(a) That this Honorable Court grant a writ of publication directed to the said Black Bros., Inc., W. Sumter Black and Elizabeth S. Black, his wife, warning them to be and appear in this Court on some certain day to be named in said order, and to answer the premises and abide by and perform such decree as may be passed therein.

(b) That a Trustee be appointed to execute a deed by a good and marketable title of the reversion and rent issuing out of said property unto Lewis Morris, Petitioner herein.

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

AND AS IN DUTY BOUND, ETC.

Lewis Morris
PETITIONER

Frankie Wilson
Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, That on this 24th day of June, 1946, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Lewis Morris, Petitioner in the foregoing Petition, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Edwin A. DaVault
Notary Public.

EDWIN A. DAVAULT NOTARY PUBLIC ANNE ARUNDEL CO.

LIBER 76 PAGE 356

Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

ORDER OF PUBLICATION

Lewis Morris, Petitioner,	:	
vs.	:	In The
Black Bros., Inc., a Body Corporate,	:	Circuit Court for Anne Arundel County
W. Sumter Black and Elizabeth S. Black, his wife.	: No. 9060	In Equity

The object of this suit is to secure a good and marketable title to the reversion and annual rent issuing out of the property hereinafter described.

The petition states that Lewis Morris is the owner of leasehold property designated as Lots Nos. 19, 20 and 21 on Plat of Kinslouch Farms, recorded among the Plat Records of Anne Arundel County in Liber G.W. No. 105, folio 311, also Plat Book G.W. No. 1, folio 96, out of which issues an annual ground rent of $96.00, payable on the 20th days of June and December in each and every year; that said rent is redeemible under Article 21, Section 111 of the Annotated Code of Maryland; that Black Bros., Inc., is the record title owner of said ground rent and reversion; that Black Bros., Inc., was duly incorporated under the Laws of Maryland but forfeited its charter on February 15, 1935 for the non-payment of state taxes; that W. Sumter Black and Elizabeth S. Black petitioner is informed and believes were and are the sole owners of the stock of said body corporate, as well as its sole directors; that said W. Sumter Black and Elizabeth Black, his wife, have been duly notified in writing of the intention to redeem said ground rent and have acknowledged the same in writing; that said W. Sumter Black and Elizabeth S. Black are non-residents of the State of Maryland, residing in Norwalk, California; that said body corporate is no longer in existence and there is no one qualified to execute a deed of redemption of the aforesaid reversion and rent issuing out of said property; hence Petitioner seeks relief in this Honorable Court by tendering the sum of $1600.00 for the redemption of said ground rent.

The Petition prays that the Court appoint a Trustee to execute a deed conveying to Petitioner, Lewis Morris, by a good and marketable title the reversion and rent above referred to; that Petitioner have such other and

Filed June 26, 1946

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further relief as the nature of his case may require.

IT IS THEREFORE ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26 day of June, 1946, that the Petitioner, by causing a copy of this order to be inserted in some weekly newspaper published in Anne Arundel County once a week for four consecutive weeks before the 2nd day of August, 1946, give notice to the Respondents, who are non-residents of the State of Maryland, residing in Norwalk, California, of the object and substance of this Petition, warning them to be and appear in this Court on or before the 17th day of August, 1946, to show cause, if any they may have, why the relief prayed in foregoing Petition should not be granted.

Filed June 26, 1946

Judge

4

Lewis Morris, Linthicum Heights, Md.,	*	In the
Vs.	*	Circuit Court
	*	for
Black Bros., Inc., a Body Corporate,	*	Anne Arundel County
W. Sumter Black and	*	in Equity
Elizabeth S. Black, his wife.	*	

* * * * * * * * * * *

To The Honorable, The Judge of said Court:

The Defendants and each of them answering the Bill in this matter, respectfully say:

1. Answering paragraph one the Defendants have no present knowledge of same but assume that the allegations therein are true as the Plaintiff had been paying ground rent to W. Sumter Black for years.

2. Answering paragraph two the Defendants assume that said rent is redeemable but have always been under the impression that the Record Holder was W. Sumter Black, and if it is otherwise it was not so intended; that with respect to this the Record will speak for itself.

3. That the allegations in paragraph three are assumed to be correct, as all the stock of Black Brothers Incorporated was owned entirely by the said W. Sumter Black, and he saw no purpose in continuing said Corporation, owed no bills, and had no assets that he knew of at the time.

4. That answering paragraph four the said W. Sumter Black, individually, owned all the stock of said Corporation and was its president and still has its seal, and is its sole surviving Director.

5. That Linwood L. Clark, Attorney, was the representative of the said W. Sumter Black and has been collecting said ground rent for several years; that on March 27, 1946 Mrs. Frankie Wilson, representing the Plaintiff in this matter and notified him, Linwood L. Clark, Attorney, in writing, that the said Plaintiff desired to redeem said ground rent, concluding as follows:

"The Deed will be sent to you to be forwarded to Mr. and Mrs. Black for execution."

Filed August 16, 1946

That no Deed was ever presented for execution; and that execution was never refused by the Defendants or anyone representing them; that publication in this matter was premature and entirely unnecessary.

6. Answering paragraph six it is assumed that according to the allegations of this bill, the Charter of said Corporation was forfeited February 15, 1935, and therefore there has been no such Corporation since that time; the remainder of said paragraph is denied, as under Article 23 Section 100 of the Public General Laws of Maryland, the said W. Sumter Black as the sole surviving Director of the said Black Brothers Incorporated after forfeiture of the Charter as alleged, and admitted, becomes the Trustee for the purpose of collecting any assets and paying all bills of said defunct Corporation; that as alleged by the Plaintiff the ground rent in this case is such an asset.

Further answering said Bill of Complaint the Defendants and each of them respectfully say that no Deed conveying said ground rent has been presented to the said W. Sumter Black or his said Attorney for execution, and that when and if said Deed is presented for execution it will be properly executed upon payment of the principle amount with accumulated ground rent to date of payment. It is also respectfully suggested that under the circumstances of this case the Grantor in said Deed, by virtue of said Statute, should be ~~and is~~ W. Sumter Black, Trustee, sole surviving Director of Black Brothers Incorporated.

Having answered said Bill of Complaint in full the Defendants respectfully move that said Bill of Complaint be dismissed with cost to the Defendants.

Linwood L. Clark,
Attorney for Defendants

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LIBER 76 PAGE 360

Lewis Morris
vs.
Black Bros., Inc.,
a Body Corporate,

W. Sumter Black
and
Elizabeth S. Black, his wife.

: In The

: Circuit Court for Anne Arundel County

- - - - - - - - - -

STIPULATION

To The Honorable, The Judge of Said Court:

The parties hereto by Frankie Wilson and Linwood L. Clark, their counsel, stipulate that, after consulting the Title Guarantee and Trust Company of Baltimore, examining the title to the property in this matter, and also the State Tax Commission, with respect to the forfeiture of the charter and the inability to ascertain from the records who the surviving directors of Black Brothers, Inc. were at the time of the forfeiture, -- have concluded and do hereby inform the Court that the proper procedure in this matter is that which is suggested by the Bill of Complaint, and respectfully submit the matter to this Honorable Court for decree.

AND it is also agreed by counsel for plaintiff and defendants that Frankie Wilson, and Linwood L. Clark., be appointed trustees in this matter.

Filed Aug 20, 1946

Frankie Wilson
Counsel for Plaintiff

Linwood L. Clark
Counsel for Defendants.

Lewis Morris
Petitioner

LIBER 76 PAGE 361

Vs.

Black Bros., Inc.,
a Body Corporate,

W. Sumter Black
and
Elizabeth S. Black, his wife.

In The
Circuit Court for Anne Arundel County
In Equity

No. 9060 Equity

- - - - - -

D E C R E E

The matter of the petition filed herein and the answer thereto having come before this Court in chambers, and having been fully discussed therein by counsel representing both sides, resulting in the stipulations filed in this cause, and said cause having been submitted on petition, answer and stipulations, and the proceedings having been read and considered:

IT IS THEREUPON this 27 day of August, 1946, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that Frankie Wilson and Linwood L. Clark be, and the same are, hereby appointed Trustees to prepare and execute a deed, conveying the reversion mentioned in said cause from said Black Bros., Inc. to the said Lewis Morris; the costs (exclusive of the order of publication) of this petition to be paid by the defendants.

Filed August 27 1946

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Clerk be, and he is, hereby authorized and directed to pay unto said Frankie Wilson and Linwood L. Clark, Trustees as aforesaid, the amount deposited to the credit of the Clerk in this matter.

William J. McSherry

The above mentioned check for the sum of $1600.00
Received
Aug. 28" 1946. Linwood L. Clark Trustee

IN THE MATTER OF	:	NO. 10,405 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF JAMES W. KEEFER	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

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

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

Filed 26 Jan., 1956

LIBER 76 PAGE 363

LIBER 508 PAGE 470

MORTGAGE FEE—COUNTY—34.

rec stamps $110
No. 10,405 Equity

This Mortgage, Made this 24th day of January, in the year nineteen hundred and forty-nine, by and between JAMES W. KEEFER, divorced,

Mortgagor, of Anne Arundel County in the State of Maryland, of the first part, and PATRICK J. WHITE and ALMIRA S. WHITE, his wife,

Mortgagees, of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagees in the full and just sum of ONE THOUSAND ONE HUNDRED DOLLARS ($1,100.00), for the proper payment whereof three (3) years after date, the said mortgagor has this day passed unto the said mortgagees his promissory note of even date herewith for said sum, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually; and

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of reducing this mortgage at any interest-bearing period in the amount of ONE HUNDRED DOLLARS ($100.00) or any multiple thereof, or to pay the entire balance at any such period; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Filed 26 Jan. 1952.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject, however, to the restrictions, easements and rights of way of record, and the restrictions, conditions and covenants more fully set forth in the deed from Warren Smadbeck and wife to James W. Keefer dated October 10, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 469:

BEING Lots Nos. 3245, 3246, 3247 and 3248, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Second Map of Woodland Beach, District Number One, Anne Arundel County, Maryland, Sheet No. 2, and filed among the Plat Records of Anne

Arundel County in Plat Cabinet No. 1, Rod Y, Plat 11, formerly recorded in Plat Book F.S.R. No. 3, folio 25.

BEING the same property which was conveyed to the said James W. Keefer by Warren Smadbeck and wife by deed dated October 10, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 469.

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 PATRICK J. WHITE and ALMIRA S. WHITE, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, forever, in fee simple, subject to the restrictions hereinbefore referred to.

PROVIDED, that if the said mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of ONE THOUSAND ONE HUNDRED DOLLARS ($1,100.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED DOLLARS ($100.00) ~~dollars~~ and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, an attorney's fee of FIFTY DOLLARS ($50.00), all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagor, for himself, his personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least ONE THOUSAND ONE HUNDRED DOLLARS ($1,100.00) ~~Dollars~~, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Grace R. Hartge
Grace R. Hartge

James W. Keefer (SEAL)
James W. Keefer
(SEAL)
(SEAL)
(SEAL)

LIBER 76 PAGE 366

LIBER 508 PAGE 473

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 24th day of January, 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 JAMES W. KEEFER, divorced, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

GRACE R. HARTGE NOTARY PUBLIC

Grace R. Hartge
Grace R. Hartge, Notary Public

Recorded- 24th January 1949, at 10 A.M.

MORTGAGE

FROM

JAMES W. KEEFER

TO

PATRICK J. WHITE and

ALMIRA S. WHITE, his wife

BLOCK NO.

Received for Record January 24, 1949, at 10 o'clock A.M. Same day recorded in Liber 508 No. 473 Folio 473 &c., one of the Land Records of

examined per

Clerk.

Cost of Record, $

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

The Daily Record Company, Baltimore, Md.

1/10

IN THE MATTER OF	:	NO. 10,405 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF JAMES W. KEEFER	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Patrick J. White and Almira S. White, his wife, under the mortgage from James W. Keefer, divorced (now deceased), dated January 24, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 508, folio 470:

Principal balance as of June 24, 1951	1,100.00
Interest June 24, 1951, to January 24, 1952	33.00
	1,133.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared PATRICK J. WHITE and ALMIRA S. WHITE, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Filed 26 Jan, 1952.

Maryland Form Bond—
Sale of Real Estate

LIBER 76 PAGE 368

IN THE MATTER OF THE SALE

OF THE MORTGAGED REAL ESTATE

OF JAMES W. KEEFER

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

NO. 10,405 EQUITY

IN THE CIRCUIT COURT

OF ANNE ARUNDEL COUNTY

ATTORNEY'S BOND

Know All Men by these Presents:

THAT WE, Albert J. Goodman,

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred ($1,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 28th day of January, nineteen hundred and fifty-two.

Whereas, by virtue of a power of sale contained in a mortgage from James W. Keefer, divorced, to Patrick J. White and Almira S. White, his wife, bearing date on or about the ~~1~~ 24th day of January nineteen hundred and forty-nine, the said Albert J. Goodman, attorney named in mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in mortgage, ~~by duly recorded assignment assigned said mortgage unto the said Principal~~ for the purpose of foreclosure, ~~and the said Principal~~ is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such. That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

C. M. Reisenweber
C. M. Reisenweber, Attorney

Form 8182—A—6-50

Approved this 28 January, 1952
John H. Hopkins, Jr., Clerk.

Filed 28 Jan., 1952.

LIBER 76 PAGE 369

IN THE MATTER OF	:	NO. 10,405 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF JAMES W. KEEFER	:	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 mortgage, the property described in the advertisement attached hereto for the sum of ONE THOUSAND SEVEN HUNDRED FIFTY- - - - - - DOLLARS ($1,750.00- - -); 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 26th day of February, 1952.

WITNESS:

Grace R. Hartge as to Karl E. Meile (SEAL)

Grace R. Hartge as to Ruth G. Meile (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, attorney named in mortgage, the property described in the advertisement attached hereto to Karl E. Meile and Ruth G. Meile, his wife, at and for the sum of ONE THOUSAND SEVEN HUNDRED FIFTY - - - - - - - - - - - - -DOLLARS ($1,750.00- -), (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 26th day of February, 1952.

WITNESS:

Grace R Hartge

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

Filed 26 Feb., 1952

IN THE MATTER OF	:	NO. 10,405 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF JAMES W. KEEFER	:	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, February 26, 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 said mortgage, to wit:

> All those lots of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as Nos. 3245, 3246, 3247, and 3248, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled: "Second Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 2, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 11, formerly recorded in Plat Book F.S.R. No. 3, folio 25, subject to the restrictions of record.
>
> Being the same property which was conveyed to the said James W. Keefer by Warren Smadbeck and wife by deed dated October 10, 1934, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 469.

Said property being sold to Karl E. Meile and Ruth G. Meile, his wife, at and for the sum of One Thousand Seven Hundred

Filed 26 Feb., 1952

Fifty- - - - - - - - - - - DOLLARS ($ 1,750.00), they 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 mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of February, 1952, 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 76 PAGE 372

ORDER NISI

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
~~XXXXXX~~
JAMES W. KEEFER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,405 Equity

Filed 26 Feb., 1952.

Ordered, this 26 day of February, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in mortgage, ~~XXXXXXX Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 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 7 day of April next.

The report states that the amount of sales to be $ 1750.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
~~XXXXXX~~
JAMES W. KEEFER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
..... Term, 19

Filed 9 Apr., 1952.

ORDERED BY THE COURT, This 9th day of April, 1952, 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
a. J.

Maryland Form Bond—
Sale of Real Estate

Bond

LIBER 76 PAGE 373

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF JAMES W. KEEFER

NO. 10,405 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

(ADDITIONAL) ATTORNEY'S BOND

Know All Men by these Presents:

THAT WE Albert J. Goodman

12 ChurchCircle, Annapolis, Maryland

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 Two Hundred Fifty and No/100 - - - - - - - - - - - ($250.00) 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 29th day of February nineteen hundred and fifty-two.

Filed 3 Mar., 1952

Whereas, by virtue of a power of sale contained in a mortgage from James W. Keefer to Patrick J. White and Almira S. White, his wife, bearing date on or about the 24th ~~xxxx~~ day of ~~February~~ January nineteen hundred and forty-nine, ~~xxxxxxxxx~~ 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 to the said Principal~~, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such. That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in ~~full~~ force and virtue in law.

Witness:
Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)
(SEAL)

GLENS FALLS INDEMNITY COMPANY
C. M. Reisenweber
C. M. Reisenweber, Attorney

Form 8182—A—6-50

approved this 3 Mar., 1952.
John H. Hopkins, 3rd, Clerk.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
SALE OF THE	:	FOR
MORTGAGED REAL ESTATE OF	:	ANNE ARUNDEL COUNTY
JOSEPH W. KEEFER	:	NO. 10,405 EQUITY

: : : : : : : :

PETITION TO ALLOW CLAIM OF WILLIAM SNYDER AND

COURT ORDER THEREON

TO THE HONORABLE, JUDGES OF SAID COURT:

Petition of William Snyder respectfully represents:

1. That he is a creditor of Joseph W. Keefer, whose property has been foreclosed in these proceedings in the amount of One Hundred and Fifty ($150.00) Dollars and interest to May 1st, 1951, as evidenced by note and affidavit attached herewith as "Exhibit No. 1".

2. That the Petitioner is advised there will be a surplus of proceeds in these proceedings for distribution to those entitled to the same.

WHEREFORE, your Petitioner prays this Court that his Claim be referred to the auditor in these proceedings, to be allowed according to its priority or according to law and the rules of this Court.

AND, AS IN DUTY BOUND, ETC.

Solicitor

Petitioner

Filed 6 Mar., 1952.

In the Motts of MRE of J. W. Keefe

101 UOS

Telephone 9907

ECONOMY

Plumbing and Heating Supply Company

LIBER 76 PAGE 375

FACTORY DISTRIBUTORS (Wholesale Only)
ELJER
PLUMBING SUPPLIES

27½ WEST STREET
ANNAPOLIS, MARYLAND

Feb 12 1951

Received from Wm. Snyder
Feb 12, 1951 $150.00 and promised
to Pay back $150.00 on May 1, 1951

Jas W Keefer

Filed 6 Mar., 1952

EXHIBIT NO. 1

State of Maryland, Anne Arundel **Sct.**

BE IT REMEMBERED, and I hereby certify, that on this 5th day of F- MARCH A. D. 1952, before me, the subscriber, a Notary Public, duly appointed, commissioned and qualified, in and for — County — aforesaid, and having authority by law to administer oaths therein, personally appeared William Snyder and made oath in due form of law, that he is ~~a member of the firm~~ of William Snyder ~~consisting of~~

and that there is fully due and owing to said firm, upon annexed account, ~~by~~ and Note —

the sum of one hundred Fifty dollars and — no — cents, together with interest from May 1, 1951 until paid, over and above all discounts; and that the annexed account is correctly made out and that the said claim is just and true as stated and is unpaid; and that said plaintiffs keep regular books of account, that the keeping of such books is in the charge or under the supervision of the affiant, and that the entries in such books made in the regular course of business show that the defendant is indebted therefor to the said firm in the amount above stated; and further that he, the said affiant believes the goods, wares and merchandise charged in the annexed account were *bona fide* delivered as charged and that he hath not, nor hath the plaintiffs, directly or indirectly received, to his knowledge or belief, any part of the money or goods charged as due by said account or any security or satisfaction for the same *more than credit is duly given for in and appearing upon said account;* and said affiant further made oath that the said defendant is not in the military service as defined by the Soldiers and Sailors Relief Act of 1940.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

X William Snyder

IN TESTIMONY WHEREOF, and that the oaths aforesaid were duly made and subscribed to before me, as above stated, I have hereto set my hand and affixed my seal notarial, on this the day and year above written.

Mildred F. Bean
Notary Public.

LIBER 76 PAGE 377

IN THE MATTER	:	IN THE
OF THE	:	CIRCUIT COURT
SALE OF THE MORTGAGE	:	FOR
REAL ESTATE OF JOSEPH W. KEEFER	:	ANNE ARUNDEL COUNTY
	:	NO. 10,405 EQUITY

: : : : : : : :

ORDER OF COURT

Upon the aforegoing Petition, it is this 6th day of March, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the claim of William Snyder filed herewith be allowed in these proceedings, according to its legal priority and according to the law and the rules of this Court, subject to the usual exceptions.

Benjamin Michaelson
Judge

Filed 6 Mar., 1952.

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., April 9, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,405 James W. Keefer

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 April, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty L. Carlson

No. S. M. T. .....

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,405 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES W. KEEFER.

Ordered, this 26th day of February, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of April next.

The report states that the amount of sales to be $1,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-20

Filed 9 Apr., 1952.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
of
James W. Keefer

In the

Circuit Court

For

Anne Arundel County

No. 10,405 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 25 Apr., 1952.

Apr. 25, 1952

All of which is respectfully submitted.

Laura R. Jahling
Auditor.

12
13
15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James W. Keefer

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	85	64	185	64
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	75		
Auditor - stating this account	13	50	44	25
To Attorney for Expenses, viz:				
Speer Publications, Inc. -advertising sale	30	00		
Speer Publications, Inc - order nisi (sale)	8	00		
Speer Publications, Inc. - order nisi (acct)	6	00		
Capital-Gazette Press, Inc. - handbills	9	69		
Glens Falls Indemnity Co. -bond premiums	15	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal revenue stamps	1	10		
One-half State revenue stamps	1	10		
Grace R. Hartge - notary fees	1	00		
Fire Insurance premium - adjusted to 2/26/52		89	87	78
To Attorney for Taxes, viz:				
1952 State & County taxes ($29.85-adj.)	4	73	4	73
To Patrick J. White and Almira S. White, his wife, in full for mortgage claim filed	1,133	00		
Interest on $1,100.00 to 2/26/52	6	05	1,139	05
To William Snyder - in full for claim filed	150	00		
Interest from 2/12/51	11	25	161	25
James W. Keefer, mortgagor - this balance	138	33	138	33
			1,761	03

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

1952						
Feb.	26	Proceeds of Sale	1,750	00		
		Interest on deferred payment from 2/26/52 to 4/8/52	11	03	1,761	03
					1,761	03

LIBER 76 PAGE 381

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate
of
James W. Keefer

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,405 Equity.

ORDERED, This 25 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 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.

Filed 3 June, 1952. Filed 25 Apr, 1952

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct - Equity 10405 James W. Keefer

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 2nd day of June, 1952. The first insertion being made the 1st day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie F. Carlson

No. S. M. T. 275

Filed 3 June, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,405 Equity

In The Matter Of The Sale Of Mortgaged Real Estate Of JAMES W. KEEFER

Ordered, this 25th 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

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WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM H. THOMPSON AND BESSIE F. THOMPSON, his wife	:	(In Equity) No. 10,404

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 William H. Thompson and Bessie F. Thompson, his wife to the Baltimore Federal Savings and Loan Association, dated May 17th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 571 folio 4.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

T. Worthington Brundige III
T. Worthington Brundige, III
Solicitor for Plaintiff

Filed 23 Jan., 1952.

LIBER 571 PAGE 4

LIBER 76 PAGE 383

VA Form 4-6318a. (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND
County

No. 10,404 Equity

MORTGAGE

THIS MORTGAGE, made this 17th. day of May, A. D. 19 50, by and between WILLIAM H. THOMPSON and BESSIE F. THOMPSON, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of EIGHT THOUSAND Dollars ($8,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City, State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-TWO and 23/100 Dollars ($ 42.23), commencing on the first day of June, 1950, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 19 75. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in ~~Baltimore~~ Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at an iron pipe set in the third line of the conveyance from Fred Ruppert and Lydia E. Ruppert, his wife, to John H. Martin and Maxine S. Martin, his wife, by a Deed dated August 2, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 313 folio 149, said point being five hundred sixty-three and sixty-eight one-hundredths feet from the beginning thereof; and running from thence and with part of said line, north forty-eight degrees east one hundred twelve and seventy-one one-hundredths feet; thence running across the whole tract south forty-one degrees thirty minutes east two hundred feet to a pipe on the northwest side of Luke Drive; thence with the northwest side of Luke Drive south forty-eight degrees west one hundred twelve and seventy-one one-hundredths feet to a pipe; thence leaving Luke Drive and running parallel to the second line of this description, north forty-one degrees thirty minutes west two hundred feet to the place of beginning; containing 0.52 of an acre, more or less, according to a Survey made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May, 1947.

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 Robert Gibson and Rosalie D. Gibson, his wife, unto said Mortgagors herein.

Filed 23 Jan., 1952.

* Delete italicized words if Mortgagee is not a building and loan association.

Plaintiff's Exhibit a.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

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

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

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

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

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

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be 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 20 days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Seventy-five Dollars ($ 75.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses,

F. H. L. J. A.

costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Patrick J. Coughlin, Jr.
PATRICK J. COUGHLIN JR.

William H. Thompson [SEAL]
WILLIAM H. THOMPSON

Bessie F. Thompson [SEAL]
BESSIE F. THOMPSON

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 17th. day of May, 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared WILLIAM H. THOMPSON and BESSIE F. THOMPSON, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Patrick J. Coughlin, Jr.
PATRICK J. COUGHLIN JR. Notary Public.

Recorded May 19th. 1950 at 1:45 P.M.

14/359

LIBER 76 PAGE 387

WALTER S. CALWELL, Attorney Named in Mortgage VS. WILLIAM H. THOMPSON AND BESSIE F. THOMPSON, his wife	IN THE ANNE ARUNDEL COUNTY Circuit Court for ~~Baltimore County~~ IN EQUITY. No. 10,404

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from the said William H. Thompson and Bessie F. Thompson, his wife

to Baltimore Federal Savings and Loan Association

dated the 17th day of May 1950, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 571 Folio 4

Amount of loan	$8000.00
Less - amount paid in principal	317.47
	7682.53
Plus - unpaid interest to 2/20/1952	170.86
	7853.39
Plus - overdraft in expense account	27.92
	7881.31

Filed 20 Feb., 1952

STATE OF MARYLAND, ~~COUNTY~~ CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th 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 said ~~County~~ City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of Mortgage

~~the plaintiff in the above entitled cause~~, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS, my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Mortgagee and Attorney's Bond.

1-369 1m-12-32

14/357

LIBER 76 PAGE 388

75414

NEW AMSTERDAM Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,404 Equity

Know All Men by These Presents:

That we Walter S. Calwell - #19 E. Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Eighty-five Hundred and 00/100 - - - - - - - - - - - - - - - - ($8500.00) 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 February - - - - in the year nineteen hundred and fifty-two.

Whereas, the above bounden Walter S. Calwell, Attorney Named in Mortgage, by virtue of the power contained in a Mortgage from William H. Thompson and Bessie F. Thompson, his wife, to the Baltimore Federal Savings & Loan Association, a body corporate, bearing date the 17th day of May nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 571, Folio 4, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Witness as to Principal:
Clara M. Smith

Attest:

Witness as to Surety:
M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By William A. Weech
William A. Weech Attorney-in-Fact

Approved this 20 Feb, 1952
John H. Hopkins, 3rd, Clerk

Filed 20 Feb, 1952.

LIBER 76 PAGE 389

No. 10,404 Equity.

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of February 1952 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, William H. Thompson and Bessie F. Thompson, 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 are~~ they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~they are~~ they are not members of the Enlisted Reserve Corps, and ~~has~~ have not been ordered to report for service therein, ~~that~~ ~~is about~~ ~~year and~~, 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 23 Feb, 1952.

Legal Notices

CALLAHAN AND CALWELL
Solicitor's
Baltimore Federal Building
s. w. cor. Fayette & St. Paul Sts.,
Baltimore, 2, Maryland

ATTORNEY'S SALE
OF
VALUABLE FEE SIMPLE
PROPERTY

FRAME BUNGALOW
No. 4 Luke Drive, Lake Shore,
Third District, Anne Arundel County,
Maryland

Under and by virtue of the power and authority contained in a Mortgage from William H. Thompson and Bessie F. Thompson, his wife to the Baltimore Federal Savings and Loan Association, dated May 17th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 571 folio 4 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises, on

Wednesday, February 20th, 1952
at 3 P.M.

all that fee simple lot of ground and improvements situate and lying in Pasadena, Anne Arundel County and described as follows:—

BEGINNING for the same at an iron pipe set in the third line of the conveyance from Fred Ruppert and Lydie E. Ruppert, his wife, to John H. Martin and Maxine S. Martin, his wife, by a Deed dated August 2nd, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 313 folio 149, said point being 563.68 feet from the beginning thereof, and running from thence and with part of said line north 48 degrees east 112.71 feet thence running across the whole tract south 41 degrees 30 minutes east 200 feet to a pipe on the northwest side of Luke Drive, thence with the northwest side of Luke Drive south 48 degrees west 112.71 feet to a pipe, thence leaving Luke Drive and running parallel to the second line of this description, north 41 degrees 30 minutes west 200 feet to the place of beginning; containing 0.52 of an acre, more or less, according to a Survey made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May 1947.

The improvements whereon consist of a 1 story, frame bungalow, containing 5 rooms (2 bedrooms) and bath, basement, hot air oil fired heat.

TERMS OF SALE—A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
Sam W. Pattison & Co., Auctioneer.
f-14

LIBER 76 PAGE 390

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
WILLIAM H. THOMPSON AND BESSIE F. THOMPSON, his wife	:	

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 17th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 571 folio 4 from said William H. Thompson and Bessie F. Thompson, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland Gazette" newspapers 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 20th day of February, 1952 at three P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the northwest side of Luke Drive and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 23 Feb 1952

The said fee simple property was sold to the Baltimore Federal Savings and Loan Association, at and for the sum of Eight Thousand ($8,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of February, 1952 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

LIBER 76 PAGE 392

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

William H. Thompson and
Bessie F. Thompson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,404 Equity

Filed 23 Feb., 1952.

Ordered, this 23 day of February, 19 52, 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 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.

The report states that the amount of sales to be $ 8000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

William H. Thompson and
Bessie F. Thompson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 12 May, 1952.

ORDERED BY THE COURT, This 12th day of May, 1952, that the sale made and reported by the ~~Trustees~~ 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 76 PAGE 393

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 12 May, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,404 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

WILLIAM H. THOMPSON and BESSIE F. THOMPSON, his wife.

Ordered, this 23rd day of Feb ary, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, HE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of March next.

The report states that the amount of sales to be $8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-20

Annapolis, Md., April 7, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,404 William H. Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of March, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

No. MG 6355

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

William H. Thompson
and
Bessie F. Thompson, his wife

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

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

Filed 6 June, 1953.

May 31, 1953

All of which is respectfully submitted.

Lauren R. Jickling
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. William H. Thompson and Bessie F. Thompson, his wife — in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	270	00	345	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	47	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	20		
Baltimore News Post - advertising sale	7	40		
New Amsterdam Casualty Co. -bond premium	34	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal revenue stamps	4	40		
One-half State revenue stamps	4	40		
Clara M. Link - notary fees	1	25	148	17
To Attorney for Taxes, viz:				
1952 State and County taxes (adjusted)	5	55	5	55
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance	7,463	53	7,463	53
			8,000	00
Amount of mortgage claim filed	7,881	31		
Cr. Amount allowed as above	7,463	53		
Balance subject to decree in personam	417	78		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1952						
Feb.	20	Proceeds of Sale			8,000	00
					8,000	00

LIBER 76 PAGE 397

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
William H. Thompson and
Bessie F. Thompson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,404 Equity.

ORDERED, This 6 day of June, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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 14 day of July next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of July, 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

Filed 23 July, 1952. Filed 6 June, 1952.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1952

We hereby certify, that the annexed Order Nisi
Aud. Acct. - Equity 10404
William H. Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of July, 1952. The first insertion being made the 12th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,404 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
WILLIAM H. THOMPSON and BESSIE F. THOMPSON, his wife.

Ordered, this 6th day of June, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of 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 14th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Ju-26

Filed 23 July, 1952.

No. MG 3893

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
WILLIAM H. THOMPSON AND BESSIE F. THOMPSON, his wife	:	No. 10,404 Equity

Baltimore Federal Savings and Loan Association holder of Mortgage in the above entitled case, hereby assigns all of its right, title and interest in and to the above proceedings and any claim of the Mortgagee against the Mortgagor for a right to a decree in the foreclosure for the deficiency as stated in the Auditor's Account in the amount of $ 417.78 and costs, to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors and assigns, and directs the Clerk to enter said proceedings to the use of Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an officer of the United States of America, and his successors and assigns.

Filed 21 Nov., 1952

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY

Vice President
Joseph M. Hisley

Walter S. Calwell

Walter S. Calwell - Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of November 1952 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph M. Hisley, Vice President of the Baltimore Federal Savings and Loan Association, and acknowledged the aforegoing Order to be the act of said body corporate.

WITNESS my hand and Notarial seal.

Clara M. Link

Clara M. Link
Notary Public

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF NETTIE C. CARTER	( ) ( ) ( ) ( ) (	NO. 10,382 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : : : : :

DOCKET SUIT

Filed 6 Dec., 1951

Mr. Clerk:

Please docket the above entitled suit, and file the attached mortgage from Nettie C. Carter, Widow, to Tillie C. Chauncey, dated the 27th day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 398, folio 56.

R. Tilghman Brice

R. Tilghman Brice, III, Attorney named in the Mortgage
Lee Building, Annapolis, Maryland

This Instrument Prepared Without
Title Examination
R. Tilghman Brice, III, Attorney

MORTGAGE FEE—COUNTY—34

LIBER 76 PAGE 400

No. 10,382 Equity.

PURCHASE MONEY
This Mortgage, Made this — Twenty-seventh — day of January in the year nineteen hundred and forty-seven, by and between NETTIE C. CARTER, Widow, ~~xxx~~

Mortgagor of the City of Washington, District of Columbia, - - - - - - - - ~~in the State of Maryland~~ of the first part, and TILLIE C. CHAUNCEY, Widow, - Mortgagee, of the second part, Witnesseth:

WHEREAS, the said party of the first part, Nettie C. Carter, has purchased the property hereinafter described from Tillie C. Chauncey, Widow, at and for the price of $10,000.00, of which the sum of $3,000.00 having been paid in cash and the balance secured by these presents; and

WHEREAS, the said party of the first part, Nettie C. Carter, is justly and bona fide indebted unto the said party of the second part, Tillie C. Chauncey, in the full and just sum of SEVEN THOUSAND ($7,000.00) DOLLARS, for the payment whereof, the said party of the first part has passed to the said party of the second part her promissory note of even date herewith, payable Three (3) years after date, with interest thereon at the rate of Four and one-half (4-1/2%) per cent per annum, said interest payable semi-annually; first of said interest payments to be due and payable Six (6) months from the date hereof.

IT IS AGREED AND UNDERSTOOD by and between the parties hereto that the said party of the first part shall have the right and privilege of making payments on account of the principal sum at any time during the continuance of this mortgage.

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 Three (3) years shall be due and payable on the — 27th — day of January, 1950.

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 Seven Thousand ($7,000.00) 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 Mortgagor, Nettie C. Carter,- - - - - - - - does grant and convey unto the said Mortgagee, Tillie C. Chauncey, her- heirs and assigns, in fee simple, all that- - - - - - - - -lot - - - or parcel - - - of ground situate and lying ~~xxx~~ about one mile, more or less, Southeasterly from Churchton on Broadwater Creek, in the Seventh Election District of Anne Arundel County, State of Maryland, which is particularly described as follows according to the survey thereof made by Harvey J. Clows, Surveyor, on December 6, 1932, that is to say:

Filed 6 Mar., 1951

Liber 64 Fol. 4

BEGINNING for said lot or parcel of land at a post set on the East side of the County Road leading from the State Road from Churchton to the Deale Post Office, said post a corner boundary of the lot of Martin Hysong, and running from said post, North 3 degrees 45 minutes East 99.95 feet along the East side of the before mentioned County Road to an oak stake set on the East side of said Road; thence South 88 degrees 17 minutes East 180.35 feet to a fence post; thence South 89 degrees East 229 feet to a post in a marsh and West shore of Broadwater Creek; thence with said shore, South 23 degrees 45 minutes East 55 feet to a post; thence continuing along said shore, South 20 degrees 30 minutes West 52.5 feet to a post, a corner boundary of the lot of Martin Hysong; thence with the dividing line between said Hysong's land and the lands herein described, North 89 degrees 15 minutes West 405.3 feet to the place of beginning. Containing NINETY-FIVE ONE-HUNDREDTHS (0.95) of an acre of land, more or less.

Being the same property conveyed to Nettie C. Carter by Tillie C. Chauncey, 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.

TO HAVE AND TO HOLD the aforesaid parcel - - - of ground and premises unto and to the proper use and benefit of the said Mortgagee , Tillie C. Chauncey, her- ~~successors~~ heirs and assigns, forever.

PROVIDED, that if the said Mortgagor, aforesaid , her - heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Seven Thousand ($7,000.00)- - - - - - - - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is further agreed that, until default be made in the premises, the said Mortgagor 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 Mortgagor aforesaid for herself, her heirs, personal representatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any

time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, her heirs, - personal representatives 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, her heirs, - - - - - - - - - -personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred - - - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her ~~successors~~ heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, her heirs, - - - - - - - - personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for herself, her- - - - heirs, personal representatives and assigns, does 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 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 Mortgagor, for herself, her- - - - - heirs, personal representatives and assigns, does hereby- - - - - covenant to pay, and the said Mortgagee, her- - - - ~~successors~~ heirs, personal representatives 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 is 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 Mortgagor, as aforesaid for herself, her - - - - - - - - - heirs, personal representatives, and assigns, does- - - - - further covenant to insure with such coverage as may be required from time to time by the Mortgagee, her- - - -~~successors~~ heirs, personal representatives, or assigns, and pending the existance of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, her- - - - - - - -~~successors~~ heirs, personal representatives, or assigns, the improvements on the hereby mortgaged land to the amount of Seven Thousand ($7,000.00)- - - - - - - - - - - - - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of the said Mortgagee, her- - - - - - -~~successors~~ heirs, personal representatives, or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her- - - ~~successors~~ heirs, personal representatives, or assigns.

IT being understood and agreed that if the Mortgagor, her- - - - - heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums, the Morgagee, her- - - - -~~successors~~ heirs, personal representatives, or assigns, may in their discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

WITNESS the hand and seal of the said Mortgagor.

Test:

Beatrice A. Velenovsky
Beatrice A. Velenovsky

Nettie C. Carter
Nettie C. Carter (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

4

STATE OF MARYLAND, Anne Arundel - - - - - - - - - - - COUNTY, TO WIT:

I Hereby Certify, that on this - Twenty-seventh day of January - - - - - - - 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 NETTIE C. CARTER, Widow,

the Mortgagor named in the aforegoing Mortgage and she- - acknowledged the aforegoing Mortgage to be - - her- - - act. At the same time also appeared TILLIE C. CHAUNCEY, 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 Mortagee and duly authorized to make this affidavit.

AS witness my hand and Notarial Seal.

Beatrice A. Velenovsky
Beatrice A. Velenovsky
NOTARY PUBLIC

PURCHASE MONEY

MORTGAGE

FROM

NETTIE C. CARTER,
Widow,

TO

TILLIE C. CHAUNCEY

0.95 of an acre of land, more or less, in the Seventh Election District of Anne Arundel County, Maryland.

Received for Record January 27, 1947, at 1-30 o'clock M. Same day recorded in Liber No. 398 Folio 56, &c., one of the Land Records of examined per Clerk.

Cost of Record, $ 4.75

R. TILGHMAN BRIGE, III
ATTORNEY AND COUNSELOR AT LAW
LEE BUILDING — 1 CHURCH CIRCLE
P. O. BOX 133
ANNAPOLIS, MARYLAND

IN THE MATTER OF THE SALE	(	NO. 10,382 EQUITY
OF THE MORTGAGED	(	IN THE CIRCUIT COURT
REAL ESTATE OF	(	FOR
NETTIE C. CARTER	(	ANNE ARUNDEL COUNTY

: : : : : : : : :

STATEMENT OF MORTGAGE DEBT

Amount due on mortgage from Nettie C. Carter, Widow, to Tillie C. Chauncey, dated the 27th day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 398, folio 56. . . . . .$ 7,000.00

Interest at the rate of 4½% per annum from January 27, 1947, to December 11, 1951. . . . . 1,538.25

8,538.25

Filed 6 Dec., 1951

STATE OF MARYLAND, Anne Arundel County, to-wit:

I HEREBY CERTIFY, That on this 9th day of November 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 TILLIE C. CHAUNCEY, Mortgagee in the abovementioned mortgage, and made oath in due form of law that there is due and owing the said Tillie C. Chauncey the sum of SEVEN THOUSAND ($7,000.00) DOLLARS, and interest at the rate of four and one-half per cent (4½%) per annum from January 27, 1947, on the above entitled mortgage which is held by the said Tillie C. Chauncey.

AS witness my hand and Notarial seal.

Beatrice V. Brice

Beatrice V. Brice - NOTARY PUBLIC

BEATRICE V. BRICE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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(Mortgagee's or Attorney's Bond)

LIBER 76 PAGE 405

No. 10,382 Equity.

Know all Men by these Presents,

THAT WE R. Tilghman Brice, III

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand and 00/100 ($10,000) Dollars,

to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this December 18th day of December in the year nineteen hundred and fifty-one

WHEREAS, the above bounden R. Tilghman Brice, III

by virtue of the power contained in a mortgage from Nettie C. Carter to Tillie C. Chauncey

bearing date the 27th day of January nineteen hundred and forty-seven and recorded among the land records of Anne Arundel County (.....) in Liber JHH 398 No. ..... Folio 56 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 Condition of this Obligation is such, that if the above bounden R. Tilghman Brice, III

~~do~~ 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 presence of

Betty Lee Hale

Betty Lee Hale

R. Tilghman Brice [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Philip Rudolph [SEAL.]
Attorney-in-fact

Approved this 18 December, 1951.
John H. Hopkins, 3rd, Clerk.

Filed 18 Dec., 1951.

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

MORTGAGEE'S SALE
— OF —
VALUABLE
WATERFRONT PROPERTY

By virtue of the power of sale contained in a mortgage from Nettie C. Carter, Widow, dated the 27th day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 398, folio 56, said mortgage being in default, I will offer to public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, DECEMBER 18, 1951,
AT 11:00 O'CLOCK, A. M.,

the following property:

All that lot or parcel of ground about one mile, more or less, Southeasterly from Churchton on Broadwater Creek in the Seventh Election District of Anne Arundel County, State of Maryland, which is particularly described as follows according to the survey thereof made by Harvey J. Clows, Surveyor, on December 6, 1982, that is to say:

BEGINNING for said lot or parcel of land a post set on the East side of the County Road leading from the State Road from Churchton to the Deale Postoffice said post a former boundary of the lot of Martin Hysong, and running from said post, North 3 degrees 45 minutes East 99.95 feet along the East side of the before mentioned County Road to an oak stake set on the East side of said Road; thence South 88 degrees 17 minutes East 180.35 feet to a fence post; thence South 89 degrees East 220 feet to a post in a marsh and West shore of Broadwater Creek; thence with said shore, South 23 degrees 45 minutes East 55 feet to a post; thence continuing along said shore, South 20 degrees 30 minutes West 52.5 feet to a post, a corner boundary of the lot of Martin Hysong; thence with the dividing line between said Hysong's land and the lands herein described, North 89 degrees 15 minutes West 405.3 feet to the place of beginning. Containing Ninety-five One-hundredths (0.95) of an acre of land, more or less, and being the same property conveyed to the said Nettie C. Carter by Tillie C. Chauncey, Widow, by Deed dated the 27th day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 398, folio 55. This property is improved by a frame bungalow consisting of three rooms, two baths, a sun porch, detached kitchen and dining room, a 2-car garage, a bath house, and utility house.

TERMS OF SALE: - - a deposit of One Thousand ($1,000.00) 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 d-13

Filed 27 Dec., 1951.

LIBER 76 PAGE 406

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 26, 1951

We hereby certify, that the annexed Mortgagee's Sale

Nettie C. Carter

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 22nd day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie S. Carlson

IN THE MATTER OF THE SALE OF THE MORTGAGED REA: ESTATE OF NETTIE C. CARTER	( ) ( ) ( ) ( ) ( ) (	NO. 10,382 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, December 18, 1951, at 11:00 o'clock, A.M. by advertisement in the Maryland Gazette, a newspaper printed weekly at Annapolis, Maryland, for more than three successive weeks before the day of sale, and in pursuance to said notice, he did attend in person at the Court House Door in the City of Annapolis, Maryland, on Tuesday, December 18, 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 Twenty-seventh day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 398, folio 56, said property being more particularly described in said mortgage, and containing Ninety-five One-Hundredths (.95) of an acre of land, more or less, together with all improvements thereon and all appurtenants thereto, and did sell the property hereinabove described unto James C. Cheseldine, at and for the sum of Ten Thousand Seven Hundred Ten Dollars ($10,710.00), he being then and there the highest bidder therefor, and he files herewith a copy of the advertisement of sale and attached it to his endorsement certificate of the Auctioneer as to said sale.

Filed 27 Dec., 1951.

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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 - 27th - day of December 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.

NOTARY PUBLIC

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LIBER 76 PAGE 409

ORDER NISI

IN THE MATTER OF THE
SALE OF THE
~~XXXXXXXX~~
MORTGAGED REAL ESTATE
OF
NETTIE C. CARTER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,382 Equity

Ordered, this 27 day of December, 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, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 10,710.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 27 Dec., 1951.

(Final Order)

IN THE MATTER OF THE
SALE OF THE
~~XXXXXXXX~~
MORTGAGED REAL ESTATE
OF
NETTIE C. CARTER

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of February, 1952, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby ~~R~~ 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 21 Feb., 1952.

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LIBER 76 PAGE 410

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 30, 1952

We hereby certify, that the annexed Order Nisi

Sale Equity 10,382

Nettie C. Carter

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of February, 1952. The first insertion being made the 3rd day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betsie L. Carson

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,382 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF NETTIE C. CARTER.

Ordered, this 27th day of December, 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 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.

The report states that the amount of sales to be $10,710.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-24

Filed 21 Feb., 1952

No. MG 9781

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
of
Nettie C. Carter

In the
Circuit Court
For
Anne Arundel County

No. 10,382 Equity

To the Honorable, the Judges of said Court:

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

March 26, 1952

All of which is respectfully submitted.

Laura K. Jichling
Auditor.

Filed 31 Mar., 1952.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Nettie C. Carter in ac.

To Attorney for Commissions, viz:	353	58		
To Sttorney for Fee, viz:	100	00	453	58
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	23	50		
Auditor - stating this account	13	50	57	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond	40	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal revenue stamps	6	05		
One-half State revenue stamps	6	05		
Beatrice V. Brice - notary fees	1	00	169	62
To Attorney for Taxes, viz:				
1951 State and County taxes (adjusted)	104	67	104	67
To Lillie C. Chauncey, mortgagee, - in full for mortgage claim	8,538	25	8,538	25
Balance in hands of Attorney, subject to further Order of Court	1,462	94	1,462	94
			10,786	06

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with R. Tilghman Brice, III, Attorney named in Mortgage Cr.

1951						
Dec.	18	Proceeds of Sale	10,710	00		
		Interest on deferred payment - 1 month 17 days	76	06	10,786	06
					10,786	06

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate
of
Nettie C. Carter

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,382 Equity.

ORDERED, This 31 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 5 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of May next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

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

James Clark
Judge.

Filed 8 May, 1952. Filed 31 Mar, 1952.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. No. 10,382 Nettie C. Carter

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of May, 1952 The first insertion being made the 3rd day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,382 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of NETTIE C. CARTER.

Ordered, this 31st 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 5th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-17

Filed 5 May, 1952.

No. MG.....

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LIBER 76 PAGE 415

IN THE MATTER OF THE	*	NO. 10,398 EQUITY
MORTGAGE FORECLOSURE OF	*	IN THE
RICHARD D. ALSTON and	*	CIRCUIT COURT FOR
GRACE KATHRYN ALSTON, his wife	*	ANNE ARUNDEL COUNTY
	*	
	*	

* * *

Mr. Clerk:

Please docket above case and file original Mortgage.

Filed 15 Jan., 1952.

Attorney named in Mortgage

MORTGAGE FEE—COUNTY—$4.

No title search.

BOOK 575 PAGE 331

LIBER 76 PAGE 416

No. 10,398 Equity.

Purchase Money

This Mortgage, Made this 9 day of June - - - - - -

in the year nineteen hundred and fifty, by and between RICHARD D. ALSTON and GRACE KATHRYN ALSTON, his wife, -

Mortgagors of Anne Arundel County - - - - - - - in the State of Maryland, of the first part, and Howard P. Hodges and Clara H. Hodges, his wife, of Arlington, in the State of Virginia, -

Mortgagees, of the second part.

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of Six thousand dollars, which has been applied as the purchase money for the property herein described, and for the proper payment whereof the said Mortgagors have passed to the said Mortgagees their joint and several promissory note of even date herewith for the payment of the sum of Six thousand dollars with interest at the rate of 5% per annum, payable $30.00 monthly on the 9 day of each succeeding month until the full amount is paid, said payments to be applied first to the payment of interest at the rate of 5% per annum, and the balance on account of the unpaid principal. The said Mortgagors to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

Filed 15 Jan. 1952

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Richard D. Alston and Grace Kathryn Alston, his wife, - do - - grant and convey unto the said Mortgagees, Howard P. Hodges and Clara H. Hodges, his wife, as tenants by the entireties their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and ~~described as follows:~~ designated as lots Numbers eighteen and nineteen (18 and 19) of Section I (eye) of Beverley Beach, Anne Arundel County, Maryland, having a frontage on Elliott Place of 65 feet and being 69 feet x 92.23 feet deep as shown on plat of Beverley Beach recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 4 folio 31, now filed in Cabinet 1 Rod A-5, folio 16. Also personal property on said premises.

BEING the same property which was conveyed to the said Richard D. Alston and Grace Kathryn Altson, his wife, by Howard P. Hodges and Clara H. Hodges, his wife, et al., by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

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

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

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

AND it is agreed that, until default be made in the premises, the said Mortgagors - shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors for themselves and - - - - - - - - - - -
for their - - - - - - heirs, personal representatives and assigns, do hereby
covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees -

their - personal representatives or assigns, or
Marvin I. Anderson, his, her or - - - - - - their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel - - - - county, and such other notice as by the said Mortgagee 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 Seventy five - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 Marvin I. Anderson, his, her or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves and - - - - - - - - - - - - -
for their - - - - - - - - - - personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s their - - personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six thousand - - - - - - - - - - - - - - - - - -
Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee 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 hands and seals of the said Mortgagor s.

TEST:

Myrtle Sturm
Myrtle Sturm

Richard D. Alston (SEAL)
Richard D. Altson

Grace Kathryn Alston (SEAL)
Grace Kathryn Alston

____________________ (SEAL)

____________________ (SEAL)

LIBER 76 PAGE 419
BOOK 575 PAGE 334

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 17 " day of June in the year nineteen hundred and fifty - - before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard D. Alston and Grace Alston, 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 Howard P. Hodges, one of the within named mortgagees, - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial,

Myrtle Sturm
Myrtle Sturm Notary Public

Recorded-17th-June-1950-at-11:00-A.M.

~~Post~~

We hereby assign the within mortgage to Marvin I. Anderson for purposes of foreclosure. Witness our hands and seals this 12th day of January, 1952.

Witness Howard P. Hodges Jr.

Howard P. Hodges (Seal)
Clara H. Hodges (Seal)

MORTGAGE

FROM

RICHARD D. ALSTON

GRACE KATHRYN ALSTON, his wife,

TO

HOWARD P. HODGES and

CLARA H. HODGES, his wife,

BLOCK NO.

Received for Record June 17, 1950, at 11 o'clock A M. Same day recorded in Liber No. 575 Folio 331 &c., one of the Land Records of A.A.Co. examined per [illegible], Clerk.

Cost of Record, $

Marvin I. Anderson
Attorney at Law
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

IN THE MATTER OF THE	*	NO. 10, 398 EQUITY
MORTGAGE FORECLOSURE OF	*	IN THE
RICHARD D. ALSTON and	*	CIRCUIT COURT FOR
GRACE KATHRYN ALSTON, his wife	*	ANNE ARUNDEL COUNTY
	*	

****

Balance due on mortgage	$5938.61
Insurance 1950	17.12
Insurance 6/17/51 to 6/17/52	20.64
Interest from July 9, 1951 to date	207.85
Taxes,(1951 and 1952 State & County)	71.82
	$6256.04

Howard P. Hodges

Filed 25 Jan, 1952

STATE OF VIRGINIA, COUNTY OF Frederick, TO WIT:

I hereby certify that on this 3rd day of January, 1952 before me, the subscriber, a Notary Public of the State of Virginia in and for the County aforesaid, personally appeared Howard P. Hodges, one of the mortgagees, and he made oath in due form of law that the aforegoing mortgage claim is true to the best of his knowledge and belief.

Witness my hand and seal Notarial,

C. E. Lucas, Jr.
Notary Public

IN THE MATTER OF THE	*	NO. 10,392 EQUITY
MORTGAGE FORECLOSURE OF	*	IN THE
RICHARD D. ALSTON and	*	CIRCUIT COURT
GRACE KATHRYN ALSTON, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY

*****

BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we Marvin I. Anderson, Attorney, as principal, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand ($7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th ~~30th~~ day of February ~~January~~, in the year of our Lord Nineteen hundred and fifty-two.

WHEREAS, the above bounden Marvin I. Anderson, Attorney by virtue of the power contained in a mortgage from Richard D. Alston and Grace Kathryn Alston, his wife, to Howard P. Hodges and Clara H. Hodges, his wife, bearing date the 9th day of June, Nineteen hundred and fifty, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 575 folio 331, 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson 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

Filed 11 Feb, 1952

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

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

Signed, Sealed and Delivered in the Presence of

Marvin I. Anderson (SEAL)

Virginia E. Hall

NATIONAL SURETY CORPORATION

BY Marvin I. Anderson
Attorney in fact

As to Surety

Virginia E. Hall

Approved this 11 Feb., 1952.
John H. Hopkins, 3rd, Clerk.

IN THE MATTER OF THE	*	NO. 10,398 EQUITY
MORTGAGE FORECLOSURE OF	*	IN THE
RICHARD D. ALSTON and	*	CIRCUIT COURT
GRACE KATHRYN ALSTON, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	

* * *

To the Honorable, the Judges of said Court;

The Report of Sale of Marvin I. Anderson, the Attorney named in the Mortgage in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than twenty days before the day of sale and by handbills posted and distributed throughout the County and by notice in the Washington Star, he did pursuant to said notice, attend at the Court House Door in the City of Annapolis on Wednesday, February 13, 1952 at eleven o'clock a.m. the time and place so advertised, and then and there proceeded to sell said real estate, being all those lots of ground situate, lying and being in the First Election District of Anne Arundel County, designated as Lots 18 and 19, Section I of Beverly Beach, Anne Arundel County, Maryland, having a frontage on Elliott Place of 65 feet and being 69 feet deep on one side and 92.23 feet deep on the other side, as shown on a plat of Beverly Beach recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 4, Folio 31, now filed in Cabinet 1 Rod A-5, Rolio 16, to Howard P. Hodges and Clara H. Hodges, his wife, for the sum of Thirty-six hundred ($3600.00) Dollars, they being the highest bidders for

Filed 13 Feb. 1952.

the property. A copy of the handbill with Auctioneer's Certificate and Purchasers' Agreement is attached hereto, marked Exhibit "A" and is prayed to be taken as a part hereof.

Marvin I. Anderson
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13 day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial,

Myrtle Hurm
Notary Public

NOTARY PUBLIC

This is to certify that I have this day purchased at public auction, the property herein described, from Marvin I. Anderson Attorney, at and for the sum of thirty six hundred dollars and agree to comply with the terms of sale.

Witness our hand and seal this 13th day of February, 1952.

Witness:

Howard P. Hodges (Seal)

Clara H. Hodges (SEAL)

Filed 13 Feb., 1952

This is to certify that I have this day sold at public auction the property herein described for Marvin I. Anderson, Attorney, to Howard P. Hodges & Clara H. Hodges at and for the sum of thirty six hundred dollars they being at that price the highest bidder therefor.

Witness my hand and seal this 13th day of February, 1952.

Geo. M. Sibla
Auctioneer

EXHIBIT "A"

Marvin I. Anderson, Solicitor
20-U West Street
Annapolis, Maryland

MORTGAGEE'S SALE

—OF—

VALUABLE IMPROVED REAL ESTATE,

Situate at Beverly Beach, Mayo, Anne Arundel County, Maryland

By virtue of the power of sale contained in a mortgage from Richard D. Alston and Grace Kathryn Alston, his wife, to Howard P. Hodges and Clara H. Hodges, his wife, dated June 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 575 folio 331, (default having occurred under said mortgage) the undersigned attorney named in said mortgage will sell at public auction at the Court House Door, in the City of Annapolis, on

WEDNESDAY, FEBRUARY 13, 1952, at 11:00 O'clock A. M.

all those two lots of ground in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers eighteen and nineteen (18 and 19) of Section I (eye) of Beverly Beach, Anne Arundel County, Maryland, having a frontage on Elliott Place of 65 feet and being 69 feet deep on one side and 92.23 feet deep on the other side, as shown on a plat of Beverly Beach recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4 folio 31, now filed in Cabinet 1 Rod A-5, Folio 16. The improvements thereon consist of a one-story composition roof dwelling containing bedroom kitchen, living room, bath room, electricity and electric pump in fee simple.

TERMS OF SALE:-- Cash upon ratification by the Circuit Court of Anne Arundel County. A deposit of Five hundred ($500.00) dollars will be required of the purchaser at the time and place of the sale; balance of purchase money to bear interest from the day of sale, taxes and other expenses to be adjusted to day of sale.

GEORGE W. SCIBLE,
Auctioneer

MARVIN I. ANDERSON
Attorney

Filed 13 Feb, 1952

IN THE MATTER OF THE MORTGAGE FORECLOSURE OF RICHARD D. ALSTON AND GRACE KATHRYN ALSTON, HIS WIFE.	* * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity Docket No. 10398

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

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Sears, Roebuck and Company respectfully represents:

(1) That on or about June 17, 1950 your Petitioner entered into a Conditional Contract of Sale with Richard D. Alston of Mayo, Maryland, by which your Petitioner agreed to sell to the said Richard D. Alston a thirty (30) gallon electric water heater for Ninety Eight Dollars and Eighteen Cents ($98.18), and Richard D. Alston agreed to pay your Petitioner that amount, and also agreed that title and right to possession to said water heater should remain in your Petitioner until the said Richard D. Alston had paid Ninety Eight Dollars and Eighteen Cents ($98.18) as provided in said Conditional Contract of Sale.

(2) That on or about October 31, 1950 your Petitioner entered into a Conditional Contract of Sale with Richard D. Alston of Mayo, Maryland, by which your Petitioner agreed to sell to the said Richard D. Alston a two hundred seventy-five (275) gallon tank furnace for One Hundred Ninety Eight Dollars and Eighty-Five Cents ($198.85), and Richard D. Alston agreed to pay your Petitioner that amount, and also agreed that title and right to possession to said tank furnace should remain in your Petitioner until the said Richard D. Alston had paid One Hundred Ninety-Eight Dollars and Eighty-Five Cents ($198.85) as provided in said Conditional Contract of Sale.

(3) That in accordance with the Conditional Contracts of Sale and prior to February 13, 1952, the electric water heater and furnace were delivered to the said Richard D. Alston; that on February 13, 1952, under the Conditional Contracts of Sale described in

Filed 21 Mar., 1952.

Paragraphs (1) and (2) above, Richard D. Alston was indebted to your Petitioner in the amount of Two Hundred Ninety-Seven Dollars and Three Cents ($297.03); that the unpaid balance due your Petitioner on February 13, 1952, in accordance with the Conditional Contract of Sale referred to in Paragraph (1) above was less than the value of the electric water heater on February 13, 1952; and that the unpaid balance due your Petitioner on February 13, 1952, in accordance with the Conditional Contract of Sale referred to in Paragraph (2) above was less than the value of the tank furnace on February 13, 1952.

(4) That on or about June 9, 1950, the said Richard D. Alston and his wife, Grace Kathryn Alston, by a Deed of Mortgage recorded in Liber J.H.H. 575331, had mortgaged property owned by them in Mayo, Maryland, to Howard P. Hodges and Clara H. Hodges, his wife; that under the said Deed of Mortgage this Court has ordered a Foreclosure Sale of the said property; that the said property, together with the heater and furnace, referred to in Paragraphs (1) and (2) above, which were located thereupon, were sold pursuant to this Court order on February 13, 1952, for Three Thousand Six Hundred Dollars ($3,600.00).

(5) That by virtue of the Conditional Contracts of Sale, referred to in Paragraphs (1) and (2) above, your Petitioner had liens on February 13, 1952 upon said heater and furnace to the extent of Two Hundred Ninety Seven Dollars and Three Cents ($297.03), which liens have priority over the mortgage lien,

(6) That Howard P. Hodges and Clara H. Hodges, through their solicitor, Marvin I. Anderson, on or about February 13, 1952, prior to the aforesaid foreclosure sale, entered into an agreement with your Petitioner that your Petitioner was to be entitled to satisfaction of its rights under the Conditional Contracts of Sale above referred to, out of the proceeds of the Foreclosure Sale to the extent that it would have been entitled to satisfaction had it asserted its rights in this proceeding prior to the Foreclosure Sale.

TO THE END, THEREFORE, THAT THIS HONORABLE COURT PASS AN ORDER, authorizing and directing the Auditor of the Court to allow payment to your Petitioner of Two Hundred Ninety Seven Dollars and Three Cents ($297.03) out of the fund in the hands of Marvin I. Anderson, solicitor for the mortgagees, in the above entitled proceeding, unless cause to the contrary be shown within ten days.

AND, as in duty bound, etc.

SEARS, ROEBUCK AND COMPANY

Frank and Oppenheim
Solicitors
1508 First National Bank Building
Baltimore 2 Md

By J. J. Kershner Jr.
Its Assistant-Secretary
Petitioner

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF PHILADELPHIA, to wit:-

I HEREBY CERTIFY, that on this 17th day of March, 1952, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, in and for the County aforesaid, personally appeared J. J. Kershner, Jr., the Assistant-Secretary of Sears, Roebuck and Company, 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 his knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

Irene M. Hughes
Notary Public
My Commission Expires 2-1-53

3/21/52
Leave admitted
M. I. Anderson
Solicitor for Mortgagees

IN THE MATTER OF THE MORTGAGE FORECLOSURE OF RICHARD D. ALSTON AND GRACE KATHRYN ALSTON, HIS WIFE	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
	*	Equity Docket No. 10398

* * * * * * * * * * *

ORDER

Upon the aforegoing Petition and Affidavit, it is ORDERED this 22d day of March, 1952, by the Circuit Court of Anne Arundel County in the above entitled matter that the Auditor of this Court is authorized and directed to allow the claim of the Petitioner, Sears, Roebuck and Company, in the above entitled matter, to be paid out of the fund in the hands of Marvin I. Anderson, solicitor for the Mortgagees, unless cause to the contrary be shown on or before the 12th day of April, 1952, provided that a copy of the aforegoing Petition and a copy of this Order be served upon the said Marvin I. Anderson, solicitor for the Mortgagees, within five (5) days hereof.

Benjamin Michaelson
Judge

Filed 22 Mar., 1952.

IN THE MATTER OF THE MORTGAGE FORECLOSURE OF RICHARD D. ALSTON AND GRACE KATHRYN ALSTON, HIS WIFE	*	In The Circuit Court
	*	For Anne Arundel County
	*	Equity Docket No. 10398

* * * * * *

ANSWER TO PETITION OF SEARS, ROEBUCK AND COMPANY TO SHOW CAUSE ORDER THEREON DATED THE 22nd DAY OF March, 1952, AND EXCEPTIONS TO CLAIM OF SEARS, ROEBUCK AND COMPANY

Filed 24 Mar, 1952

The Answer of Richard D. Alston and Kathryn Alston to the above petition and by way of showing cause and excepting to the said claim, says:

1. That they have no knowledge of the allegations contained in the first, second and third paragraphs of said petition and demand strict proof thereof.

2. That they admit the allegations of the fourth paragraph of said petition, except that said sale was made under a power of sale contained in the mortgage.

3. That they deny the allegations of paragraph five of said petition.

4. Answering paragraph six of said petition these respondents admit they agreed, after petitioners had threatened to interfere with the sale, that if petitioners had any claim against the property their rights were to be transmitted to the proceeds of sale.

Further answering said petition your respondents say that the chattels mentioned in the petition were incorporated in the dwelling on the property previously mortgaged by Alston and wife to your respondents in such a manner as to become an integral part of the realty; that to remove said articles would leave large holes in the floor and the property in an otherwise damaged and injured condition.

Wherefore your respondents pray that said claim be disallowed and for other relief.

Solicitor for Mortgagees

I hereby certify that I mailed a copy of the foregoing Answer to Frank & Oppenheimer, 1st. National Bank Building, Baltimore, Maryland, the 24th day of March, 1952.

Solicitor for Mortgagees

LIBER 76 PAGE 433

ORDER NISI

IN THE MATTER OF THE
MORTGAGE FORECLOSURE OF

~~XXXXXX~~

RICHARD D. ALSTON and
GRACE KATHRYN ALSTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,398 Equity

Filed 13 Feb. 1952

Ordered, this 13 day of February, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in mortgage, ~~XXXXXXX Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24 day of March next.

The report states that the amount of sales to be $ 3600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 26 Mar. 1952

IN THE MATTER OF THE
MORTGAGE FORECLOSURE OF

~~XXXXXXXX~~ versus

RICHARD D. ALSTON and
GRACE KATHRYN ALSTON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of March, 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.

LIBER 76 PAGE 434

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Filed 26 Mar., 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,398 Eulty

IN THE MATTER OF THE MORTGAGE FORECLOSURE OF RICHARD D. ALSTON and GRACE KATHRYN ALSTON, his wife.

Ordered, this 13th day of February, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by MARVIN I. ANDERSON, Attorney named in mortgage, BE RATIFIED ANF CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of March, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of March next.

The report states that the amount of sales to be $3600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-13

Annapolis, Md., March 21, 1952

We hereby certify, that the annexed Order Nisi Sale Equity 10,398 Richard D. Alston

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of March, 1952. The first insertion being made the 21st day of February, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie Lou Carson

No. MG 6125

In the Case of

In the Matter of the
Mortgage Foreclosure
of
vs.
Richard D. Alston
and
Grace Kathryn Alston,
his wife

In the
Circuit Court
For
Anne Arundel County

No. 10,398 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 6 May, 1952.

May 3, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of the Mortgage Foreclosure of Richard D. Alston and Grace Kathryn Alston, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	138	00	213	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	25		
Auditor - stating this account	9	00	40	25
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	24	39		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Evening Star Newspaper Co. - advertising sale	6	84		
Barrett Printing Co. - handbills	9	69		
National Surety Corp. - bond premium	28	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal revenue stamps	2	20		
One-half State revenue stamps	2	20		
Myrtle Sturm - notary fee		50	107	82
To Attorney for Claims Filed, viz:				
Sears, Roebuck & Co. - amount agreed upon in full settlement of all claims against heater and furnace (Order 4/25/52)	175	00	175	00
To Howard P. Hodges and Clara H. Hodges, his wife, mortgagees - this balance on account mortgage claim	3,063	93	3,063	93
			3,600	00
Amount of mortgage claim filed	6,256	04		
Cr. Amount allowed as above	3,063	93		
Balance subject to decree in personam	3,192	11		

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1952				
Feb.	13	Proceeds of Sale	3,600 00	3,600 00
				3,600 00

LIBER 76 PAGE 438

ORDER NISI

In the Matter of the Mortgage Foreclosure of ~~VERSUS~~ Richard D. Alston and Grace Kathryn Alston, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,398 Equity.

ORDERED, This 6 day of May, 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 16 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 16 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 17 June, 1952. Filed 6 May, 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge

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 14, 1952

We hereby certify, that the annexed Order Nisi Equity 10,398 - Aud. Acct. Richard D. Alston

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of June, 1952. The first insertion being made the 8th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie F. Carlson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,398 Equity

In The Matter Of The Mortgage Foreclosure Of RICHARD D. ALSTON and GRACE KATHRYN ALSTON, His Wife.

Ordered, this 6th day of May, 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 16th 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 16th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-22

Filed 17 June, 1952.

ANDREW E. SEARS Odenton, Maryland	*	
	*	
Versus	*	
	*	
CORNELIA POTEE Odenton, Maryland	*	NO. 9997 EQUITY
RUSSELL POTEE Glen Burnie, Maryland	*	IN
CHARLES M. POTEE, infant Odenton, Maryland	*	THE CIRCUIT COURT
JOHN R. POTEE, infant Odenton, Maryland	*	FOR
FILINI POTEE, infant Odenton, Maryland	*	ANNE ARUNDEL COUNTY
COUNTY TRUST COMPANY OF MARYLAND, a body corporate Glen Burnie, Maryland	*	
THOMAS ANDREW Glen Burnie, Maryland	*	
ALBERT KULLEN Glen Burnie, Maryland	*	
JOSPEH WHITTMORE and MABEL WHITTMORE, his wife Glen Burnie, Maryland	*	
FINANCE COMPANY OF AMERICA Munsey Building Fayette and Calvert Streets Baltimore 2, Maryland	*	

* * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, respectfully shows:

1. That he obtained a judgment in the Circuit Court for Baltimore County against Michael Potee and Russell Potee on the 19th day of April, 1950, and on the 20th day of April, 1950, caused to be issued thereon a writ of fieri facias, directed to the sheriff for Anne Arundel County, and the sheriff of Anne Arundel County made a levy on the following property of the said Michael Potee, as shown by a certified copy of the docket entries filed herewith as "Plaintiff's Exhibit No. 1", and prayed to be taken as a part hereof.

(a.) A 1949 Cadillac, Model 62, Sedan, Motor Number 4962-467279.

(b.) Lot No. 60, conveyed to Michael Potee by Joseph Taylor, by deed recorded among the land records of Anne Arundel County in Liber J. H. H. No. 349, folio 381, as shown on Baldwin's

Filed July 7 1950

Plat of Odenton, except part of lot sold to Russell Potee and wife acquired by deed dated August 18, 1947, recorded among the land records of Anne Arundel County in Liber J. H. H. No. 426, folio 26; improved by two-story home and garage.

Lots Nos. 11 to 19 inclusive on the state road leading from Odenton to Severn as shown on the plat of Academy Junction, Section 7; recorded in Plat Records of Anne Arundel County in Cabinet No. 2, Rod B-3, Plat No. 29, acquired by deed dated February 10, 1948, recorded among the land records aforesaid in Liber J. H. H. No. 456, folio 544.

Lots Nos. 5 to 10, Section 7, inclusive, as shown on the plat of Academy Junction, acquired by deed dated February 10, 1948, and recorded as aforesaid in Liber J. H. H. No. 456, folio 544.

Lots Nos. 24, 25, 26, 27, and 28, of Section 7, as shown on the plat of Academy Junction, acquired by deed dated February 10, 1948, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 456, folio 544.

Lots Nos. 13 to 19 inclusive of Section 11 of Academy Junction and improvements as shown on plat of Academy Junction recorded among the plat records of Anne Arundel County in Cabinet No. 2, Rod B-3, Plat 29, as acquired from Mary G. Atkinson, widow, by deed dated August 26, 1947, recorded amon the Land records aforesaid in Liber J. H. H. No. 429, folio 171, improved by restaurant, tavern, and apartment house.

Lots Nos. 1, 2, 3, 4 of Section 4, plat of Academy Junction, plat records of Anne Arundel County, Cabinet No. 2, Rod B-3, Plat No. 29, acquired by deed dated September 26, 1947, recorded among the land records of Anne Arundel County in Liber J. H. H. No. 452, folio 289

AND on the following property of Russell Potee: one Mercury club coupe, 1949 model, Motor Number 9CM-147477, subject to a conditional sales contract held by the Commercial Credit Company.

(A copy of the said levy is filed herewith, marked "Plaintiff's

Exhibit No. 2", and is prayed to be taken as a part hereof.)

2. That, in addition to the above levy, your orator also caused to be issued an attanhment on the said judgment, which attachment was laid in the hands of the Towson National Bank, of Towson, Maryland, garnishee of Mike Potee , also known as Michael Potee, and, as a result of said attachment, there is a cashier's check now in the hands of the sheriff of Anne Arundel County, dated May 3, 1950, in the sum of ten thousand ($10,000.00) dollars, payable to the order of Michael Potee, same being the return premium for a certain appeal bond, as shown by copy of Garnishee Plea, marked "Plaintiff's Exhibit No. 3", and prayed to be taken as a part hereof.

3. That on the 1st day of May, 1950 ——, the said Michael Potee and wife entered into a certain option to sell to the said Thomas Andrews and Albert Kullen for the sum of eighty-three thousand ($83,000.00) dollars, lots nos. 5 to 28, Section 7, of Academy (except Lots Nos. 22 and 23, which are in dispute, and if the title were cleared, the deed was to include same), a certified copy of the said option, marked "Plaintiff's Exhibit No. 4", filed herewith and prayed to be taken as a part hereof.

4. That on May 1, 1950, the said Michael Potee and Cornelia Potee, his wife, gave a mortgage to Thomas Andrew and Albert Kullen on Lots Nos. 5 to 21, inclusive, and Lots Nos. 24 to 28, inclusive, Section No. 7, Academy, which said mortgage is in the amount of eight thousand five hundred twenty ($8,520.00) dollars and is recorded among the land records of Anne Arundel County in Liber J. H. H. No. 568, folio 428, which said mortgage was assigned to the Finance Company of America on May 3, 1950.

5. That on the first day of May, 1950, Michael Potee and Cornelia Potee, his wife, gave a chattel mortgage to Thomas Andrew and Albert Kullen on the personal property, located in Potee's Drive-In, which said chattel mortgage is recorded among the chattel records of Anne Arundel County in Liber J. H. H. No. 45, folio 592, in the amount of eight thousand five hundred twenty ($8,520.)

3

dollars, and which said chattel mortgage was assigned to the Finance Company of America on May 3, 1950.

6. That on the twenty-fourth day of March, 1948, the said Michael Potee and Cornelia Potee, his wife, gave a mortgage to the County Trust Company of Maryland, Glen Burnie, Maryland, in the amount of fifty-five thousand ($55,000.00) dollars, covering the following property:

(a.) Lots Nos. 11 to 19, inclusive, Section 7, Academy.

(b.) Lots Nos. 5 to 10, inclusive, Section 7, Academy.

(c.) Lots Nos. 24, 25, 26, 27, and 28, of Section 7, Academy.

(d.) Lot No. 69 at Odenton, except Lot 50 feet by 112.15 feet conveyed to Russell T. Potee and wife.

(e.) Lot No. 59.

7. That on the first day of June, 1948, James R. Hodges and wife gave a mortgage to Michael Potee in the sum of nineteen thousand ($19,000.00) dollars on Lot No. 59, Odenton, which said mortgage is recorded among the land records of Anne Arundel County in Liber J. H. H. No. 472, folio 477, and which said mortgage was assigned to the County Trust Company of Maryland, on August 23, 1948.

8. That on the first day of February, 1949, the said Michael Potee and Cornelia Potee, his wife, entered into a lease with Joseph Whittmore and Mabel Whittmore, his wife, whereby the said Michael Potee and Cornelia Potee, his wife, leased the restaurant on the first floor and a six-room apartment on the second floor of the building known as "Potee's Drive Inn", for a period of five years, beginning February 1, 1949, and ending January 31, 1954, at an annual rental of four hundred twenty-five dollars ($425.00) per month, which said lease is now in effect, a copy of which is filed herewith, marked "Plaintiff's Exhibit No. 5", and is prayed to be taken as a part hereof.

9. That an examination of the land records of Anne Arundel County discloses that the said Michael Potee is the record owner

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Lot 60, Odenton, containing one acre, acquired by deed recorded among the land records of Anne Arundel County in Liber J. H. H. No. 349, folio 381, except a portion sold to Russell T. Potee and wife by deed recorded among the land records aforesaid in Liber J. H. H. No. 426, folio 26.

Lots Nos. 13, 14, 15, 16, 17, 18, 19, of Section 11, Academy, except so much of Lots Nos. 18 and 19 of Section 11 as was conveyed to the State Roads Commission by deed recorded as aforesaid in Liber F. A. M. No. 180, folio 13. The said deed to Potee being recorded among the land records in Liber J. H. H. No. 429, folio 171.

Lots Nos. 1, 2, 3, and 4 of Section No. 4, Academy, conveyed to the said Michael Potee by deed recorded in Liber J. H. H. No. 452, folio 289.

Lots Nos. 5 to 19, inclusive, and Nos. 24 to 28, inclusive, Section No. 7, except that part conveyed to the County Commissioners for a road; said deed to Potee recorded as aforesaid in Liber J.H.H. No. 456, folio 544.

In addition to the aforegoing property, the said Michael Potee acquired Lots Nos 21 and 22 of Blcok No. 7, Academy, from George A. Culver, et al., by deed dated July 7, 1948, which said deed has never been recorded among the land records of Anne Arundel County. Also, the said Michael Potee acquired by an unrecorded deed, Lots Nos. 20 and 23, Section 7, Academy, from Mary C. Atkinson, on May 26, 1948.

10. That the said Michael Potee died intestate at Odenton, Maryland, on May 18, 1950, leaving surviving him as his only heirs at law, his second wife, Cornelia Potee; Russell Potee, his son; Charles N. Potee, his son, age 20; John R. Potee, his son, age 16; and Filini Potee, age 1 year.

11. That at the time of the death of the said Michael Potee, he was the holder of two insurance policies; one in the amount of one thousand ($1,000.00) dollars in the Monumental Life Insurance Company, Policy Number 181256, which, under its terms, is payable

to his estate; and the other, in the Illinois Bankers Life Assurance Company, Policy Number 240451, in the amount of one thousand ($1,000.00) dollars, which would now be payable to his estate.

12. That, in addition to the aforesaid insurance policies, the said Michael Potee owned certain chattels, fixtures, and personal property, which may or may not be subject to the liens hereinbefore mentioned.

13. That the hereinbefore mentioned real estate is improved by a large building known as "Potee's Drive Inn", which contains a number of apartments, a restaurant, a tavern, a large dwelling containing apartments; and that some or all of the property was rented at the time of the death of the said Michael Potee and there has been no one duly authorized or able to collect said rents or look after the interest of the parties to this case and that the property is a business place subject to spoiliation and certain of the fixtures heretofore mentioned and personal property are subject to the iminent dangers of loss is immediate possession is not taken by this Court or officers thereof.

14. That the County Trust Company is the holder of a judgment against the said Michael Potee and Cornelia Potee in the amount of six thousand nine hundred thirty-five dollars and sixty-seven ($6,935.67) cents, the said judgment dated March 21, 1950, and is known as Number 2180 Law in the Circuit Court for Anne Arundel County.

15. That letters of administration have not been granted on the estate of Michael Potee because it is apparent that the personal property is wholly inadequate to pay the debts, and all of the property, both personal and real, is subject to option, attachment, levy, judgment, and mortgages as hereinbefore set forth, the exact amount and status of which is unknown and can not be determined without the aid of this honorable Court.

16. That unless this honorable Court will intervene to preserve the estate intact and to keep it within the Court's jurisdiction, prevent deterioration, waste, or spoiliation, pending its

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appropriation as may be later directed by decree, the parties hereto, and any or all other creditors, will suffer irreparable loss, damage, and injury.

WHEREFORE your petitioner prays this honorable Court to assume jurisdiction in the matter and estate and appoint receiver or receivers to take immediate charge of all of the assets of Michael Potee.

TO THE END, THEREFORE:

1. That this Court may take jurisdiction in the premises and appoint a receiver or receivers to take immediate charge of all the assets, real and personal, of the said Michael Potee and to collect the rents and debts due thereto, and to preserve or dispose of the same under the direction of this Court.

2. That your orator may have such other and further relief as his case may require.

May it please your honor to grant unto your orator the writ of subpoena, directed to the said CORNELIA POTEE, Odenton, Maryland; RUSSELL POTEE, Glen Burnie, Maryland; CHARLES M. POTEE, infant, Odenton, Maryland; JOHN R. POTEE, infant, Odenton, Maryland; FILINI POTEE, infant, Odenton, Maryland; the COUNTY TRUST COMPANY OF MARYLAND, Glen Burnie, Maryland; THOMAS ANDREW, Glen Burnie, Maryland; ALBERT KULLEN, Glen Burnie, Maryland; JOSEPH WHITTMORE and MABEL WHITTMORE, his wife, Glen Burnie, Maryland; and the FINANCE COMPANY OF AMERICA, Munsey Building, Fayette and Calvert Streets, Baltimore 2, Maryland, commanding them to be and appear in this Court at some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And, as in duty bound, etc.

Andrew E. Sears
Plaintiff

Louis Strauss
Solicitor for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 6th day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Andrew E. Sears, Complainant, herein, and made oath in due form of law that the matters and facts herein stated are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

My commission expires May 7th, 1951

Alice L. Wood, Notary Public

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LIBER 76 PAGE 447

ANDREW E. SEARS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
CORNELIA POTEE, et al	:	ANNE ARUNDEL COUNTY
	:	NO. EQUITY

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

ORDER OF COURT

ORDERED, this 7th day of July, 1950, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing Bill and Exhibits and Affidavit that Marvin J. Anderson and Louis M. Strauss be, and they are hereby appointed receivers, with power and authority to take possession of all real estate belonging to the said Michael Potee, also known as Mike Potee, as well as the goods, wares,merchandise, books, papers and effects of, or belonging to Michael Potee, also known as Mike Potee, trading as "Potee's Drive Inn" and to collect the outstanding debts due to the said Michael Potee also known as Mike Potee, and to collect rents and assets of the said Michael potee, also known as Mike Potee, subject, nevertheless, to the further direction of this Court.

And it is further ordered that before the said Marvin J. Anderson and Louis M. Strauss proceed to act as receivers by virtue of this order, they shall give bond to the State of Maryland in the penalty of ~~Twenty~~ five thousand dollars, with a surety or sureties to be approved by this court, or the clerk thereof, and conditioned for the faithful performance of the trust reposed in them by this order, or which may be reposed in them by any further decree or order in the premises.

Benjamin Michaelson
Judge

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(COMPLAINANT'S EXHIBIT NUMBER ONE)

ANDREW E. SEARS	:	IN THE CIRCUIT COURT
	:	
VS	:	FOR
MIKE POTEE, RUSSELL POTEE	:	
	:	BALTIMORE COUNTY

: : : : : : : :

DOCKET ENTRIES

Jan. 6, 1950, Transcript of Record under Seal from the Circuit Court Court of Anne Arundel County received and fd.

Jan. 6, 1950, Depositions taken by the plaintiff fd.

Feb. 14, 1950, App. of John Grason Turnbull for the Defendants. Order fd.

Mar. 23, 1950, Defendants' notice of deposition of Thomas B. Nelson fd. Copy sent.

Apr. 3, 1950, Amended nar and prayer for jury trial with service of copy admitted thereon fd.

Apr. 3, 1950 Pleas to amended nar fd. (Mike Potee)

Apr. 3, 1950, Pleas to amended nar fd.(Russell Potee)

April 3,1950, Hon. John B. Gontrum. Plaintiff joins issue on 1st plea of Mike Potee and traverses the 2nd plea, and traverses the issue on the 1st plea of Russell Potee and joins issue on his 2nd plea, and Jury sworn, Viz:- - - . Defendants' motion for mistrial. Motion overruled. (Not concluded)

April 4,1950, Testimony resumed. (Not concluded)

April 5,1950, Testimony resumed. At end of whole case: Plaintiff's No. 1 prayer granted in connection with defendants' 3rd and 4th prayers. Plaintiff's No. 2 prayer granted. Plaintiff's No. 3 prayer granted in connection with defendants' 3rd and 4th prayers. Plaintiff's No. 4 prayer granted in connection with defendants' 1st prayer. Plaintiff's No. 5 prayer granted in connection with defendants' 1st and 4th prayers and Plaintiff's damage prayer granted.

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Plaintiffs Ex #1

Plaintiff's A prayer and prayers No. 6, No. 7 and No. 7A refused and filed. Defendants' 1st prayer granted in connection with plaintiff's 4th and 5th prayers. Defendants' 2nd prayer granted. Defendants' 3rd prayer granted in connection with Plaintiff's 1st, 3rd and 5th prayers. Defendants' 4th prayer granted in connection with plaintiff's 1st, 3rd and 5th prayers and filed.

April 5,1950, Verdict of the Jury in favor of the plaintiff and against the defendants for the sum of Twenty-five thousand dollars($25,000.00)

Same day, Judgment on verdict Nisi Causa.

Apr. 8, 1950, Defendants' motion for judgment N.O.V. or for a new trial fd.

April 19,1950,-Hon. John B. Gontrum. Hearing had.

Same day Motion for new trial or for judgment N.O.V. overruled.

April 19,1950, Judgment on verdict made absolute in favor of the Plaintiff and against the Defendants for the sum of Twenty-five thousand dollars($25,000.00) interest and costs.

April 19,1950,- Certified copy of Docket Entries sent to Clerk of Circuit Court for Anne Arundel County.

Apr.20,1950 Fi Fa issued and with a copy of Docket Entries sent to and made returnable to the Circuit Court of Anne Arundel County.

Apr.20,1950 Non Military Service Affidavit fd. Same day, Order to issue Attachment on Judgment fd., Same day, Writ issued. Copy of Writ sent to and made returnable to the Circuit Court of Anne Arundel County.

//

IN THE CIRCUIT COURT FOR BALTIMORE COUNTY

STATE OF MARYLAND :
: SCT.
COUNTY OF BALTIMORE :

I, T. Braden Silcott, Clerk of the Circuit Court for Baltimore County, do hereby certify that the aforegoing is a true copy of the original Docket Entries taken from the records of the said Circuit Court for Baltimore County as recorded in Liber T.B.S., No. 47 , Folio 190 , one of the Law Records of Baltimore County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of said Court, this 20th day of April , A.D. 1950 .

T. Braden Silcott

Clerk of the Circuit Court
for Baltimore County

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(COMPLAINANT'S EXHIBIT NUMBER TWO)

No. 3 July 1950

LIBER 76 PAGE 451

FIERI FACIAS

April 24, 1940

A Schedule of property executed and levied upon by Charles M. Russell, Sheriff of Anne Arundel County, this 24 day of April, 1940, by virtue of a writ of Fieri Facias issued out of Circuit Court for Anne Arundel County

and directed to the said Sheriff, against the Goods and Chattels, Lands and Tenements of Mike Potee and Russell Potee

at suit of Andrew E. Sears as follows, to wit:

as per attached

Chas. M. Russell
SHERIFF.

In consideration of the above-named and described personal property being allowed to remain on the premises, the undersigned do agree to take good care of the same and allow the Sheriff free access at any and all times to the same, and deliver up to him, when called for, in the same condition as when levied on.

NOTE:—If not paid in 5 days, can be advertised and sold.

(2)

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Plaintiff's Ex #2

Real Estate Levy
Property of Michael Potee also Known as Mike Poteet
also known as Michael Poteeet -
and
[redacted]

I. Michael Potee:

Home at Odenton: Lot 60 as shown on plat of Baldwins Plat of Odenton except part of lot sold to Russell Potee and wife acquired by deed dated August 18, 1947 , Recored J.H.H. 426 folio 26. A.A. Co. Md. Improved by 2 Story Home and Garage.

Lots 11 to 19 inclusive on State Road leading from Odenton to Severn as shown on Plat of Academy Junction Sec 7 Recorded in Plat records A.A. Co. Cabinet 2 , Rod B-3 Plat 29. acquired by deed dated February 10, 1948 recorded J.H.H. 456 folio 544.

Lots 5 to 10 section 7 ; Plat of Academy Junction inclusive, acquired by deed dated J.H.H. 456 folio 544. in and On Feb. 10, 1948.

Lots 24,25,26, 27, and 28 of Section 7 as shown on plat of Academy Junction , acquired by deed dated Feb 10, 1948 recorded among land records J.H.H. 456 folio 544.

Tavern Restaurant Apt. House On Highway at Odenton. ----- Lots 13 to 19 inclusive of Section 11 of Academy Junction and improvements as shown on Plat of Academy Junction recorded among Plat records of Anne Arundel County in Cabinet 2, Rod B-3 Plat 29 as acquired from Mary C Atkinson, Widow by deed dated August 26, 1947, recorded among land records aforesaid Liber J.H.H. 429 folio 171. Improved by Restaurant, Tavern and Apartment House.

Lots 1, 2, 3, 4, of Section 4 Plat of Academy Junction , Plat Records of A.A. Co., Cabinet 2, Rod B-3 Plat 29., acuired by deed dated September, 26, 1947 recorded among land records J.H.H. Liber 452 plat 289.

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PERSONALTY TO BE LEVIED ON

1. A 1949 Cadillac, Model 62, Sedan, Motor Number 4962-467279. This vehicle was purchased from the Chesapeake Cadillac Company on July 13th, 1949; the time purchase balance at that date was $2,245.44; the same was to be paid for in monthly installments of $93.56. The vehicle above described was registered in the name of one Michael Potee.

2. One Mercury Club Coupe 1949, Motor Number 9CM-147477, purchased from the Boulevard Motors, Inc. and assigned to the Commerical Credit Company; the vehicle above described was purchased February 2nd, 1949; time payment balance at that date was $1,308.42; the same was to be paid in 18 equal monthly installments of $72.00 each; the above vehicle was registered in the name of Russell Thomas Potee.

15'

500—6-49.

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Law

LIBER 76 PAGE 454

THE STATE OF MARYLAND

To the Sheriff of Baltimore County---Greeting:

SEAL

WHEREAS, at a Circuit Court for Baltimore County begun and held at the Court House at Towsontown, in and for the same county, on the 2nd Monday of April in the year of our Lord one thousand nine hundred and 50 a certain Andrew E. Sears

by judgment of the same Court, recovered against a certain Mike Potee and Russell Potee

as well as the sum of Twenty-Five Thousand ($25,000.00) Dollars No Cents, with interest from the 19th day of April 1950, as the sum of Twenty-Five Dollars and Five Cents for his costs and charges by him about his suit laid out and expended, ~~and the sum of $ xxxxxxxxxxxxxxxx Attorney's fee for collection~~ whereof the said ~~xxxx~~ Mike Potee and Russell Potee convict as it appears of record.

Balto. Co. and $55.90 Anne Arundel Co. Costs

THEREFORE, You are hereby commanded that of the goods and chattels, lands and tenements of the said Mike Potee and Russell Potee being in your bailiwick, you cause to be made and levied the debt, costs and charges aforesaid, and have you those sums before ~~the said Circuit Court~~ The Circuit Court for Anne Arundel Connty to be held at the Court House in ~~Towsontown~~ Annapolis, on the First Monday of May next, to render unto the said Andrew E. Sears the debt, costs and charges aforesaid.

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

WITNESS, the Honorable C. GUS GRASON, Chief Judge of the Third Judicial Circuit of Maryland, the 10th day of April in the year of our Lord nineteen hundred and Fifty

Issued the 20th day of April 1950

T. BRADEN SILCOTT
Clerk of the Circuit Court for Baltimore County.

True Copy Test
T. Braden Silcott
Clerk.

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(COMPLAINANT'S EXHIBIT NUMBER THREE)

COPY

ANDREW E. SEARS	:	IN THE CIRCUIT COURT
VS.	:	FOR BALTIMORE COUNTY
THE TOWSON NATIONAL BANK, GARNISHEE OF MIKE POTEE AND RUSSELL POTEE	:	
	:	

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

The Towson National Bank, by Milton R. Smith, its attorney, for answer to the attachment heretofore laid in its hands says:

1. That at the time of the laying of said attachment, it has issued its Cashier's check dated May 3, 1950, payable to one "Michael Potee", in the amount of $10,000.00; that said check, as of June 23, 1950, had not been presented to it for payment; and the said The Towson National Bank says that besides the aforesaid sum of $10,000.00, it had not, at the time of the laying of the said attachment in its hands, nor at any time since has it had, nor has it now, any other of the goods, chattels, tenements or credits of the said Mike Potee, and this it is ready to verify.

2. That as to the Defendant, Russell Potee, it had not at the time of the laying of the said attachment in its hands, nor at any time since has it had, nor now has, any of the goods, chattels, tenements or credits of the said Defendant, Russell Potee, and this it is ready to verify.

Michael Paul Smith
Attorney for the Towson National Bank
Garnishee

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Plaintiffs Ex# 3

LIBER 568 PAGE 431

LIBER 76 PAGE 456

No stamps required, [illegible]

OPTION

(COMPLAINANT'S EXHIBIT NO. FOUR)

This Agreement made this first day of May in the year nineteen hundred and fifty by Mike Potee & Cornelia Potee, his wife. of Anne Arundel county, State of Maryland.

Whereas the said Mike Potee & Cornelia Potee, his wife,---------- have this day given Thomas Andrew & Albert Kullen, of said county and State the option to purchase the tract of land hereinafter described and the improvements thereon at and for the sum of Eighty Three Thousand ($83,000)--- dollars, on or before the December 30th, 1950.---------- Now therefore this agreement witnesseth, that for and in consideration of the premises and the sum of ----Ten---------- dollars in hand paid the receipt of which is hereby acknowledged, the said Mike Potee and Cornelia Potee, his wife,---------- for themselves their heirs, executors and administrators, convenant promise and agree with the said Thomas Andrew & Albert Kullen, /trading as Andrew Vending Company, their successors and---------- heirs and assigns ---------- that they---------- will on or before the December 30th---------- in the year ----------fifty---------- upon the payment of the said sum of Eighty Three Thousand ($83,000.00) Dollars by a good and sufficient deed, grant and convey, or cause and procure to be conveyed unto the said Thomas Andrew & Albert Kullen, as afore said, their successors his heirs or assigns in fee-simple, free and clear of all incumbrances, all that tract of land situate and lying in Odenton, Fourth Election District of A.A.County, Maryland--------- and described as follows:

BEING and known and designated as Lots 5 to 28 inclusive, Section 7, on Plat of "Academy" recorded among the Land Records of Anne Arundel County In Plat Cabinet No.2, Rod B3, Plat 29. SAVING AND EXCEPTING Lots Nos. 22 and 23 in Section 7, Plat of Academy; title to said two lots being in dispute, and if title can be cleared then deed when executed shall include these two lots. In the event the said Thomas Andrew and Albert Kullen purchase the aforesaid property, then the said Mike Potee and Cornelia Potee, his wife, agree to refrain from operating a competitive business within the radius of one½ half mile of the premises being sold; and the said Andrew Vending Company shall have the exclusive right to install amusement and Vending machines in said premises.

And it is further agreed that should the said Thomas Andrew & Albert Kullen, trading as Andrew Vending Company,---------- fail to pay or cause to be paid or tender the payment of the said sum of $83,000.00---------- on or before December 30th------ day of ----fifty--------- then this agreement shall be void, otherwise to be in full force, and all liabilities between parties shall cease and determine.

Witness our hand and seal the day and year first above written.

Witness:

Amelia H. Tubman

Cornelia Potee (SEAL)
Cornelia Potee

Albert Kullen (Seal.)
Albert Kullen

Mike Potee (Seal.)
Mike Potee

Thomas Andrew (SEAL)
Thomas Andrew

Amelia H. Tubman
Recorded- 5th April, 1950,
at 9 A.M.

Plaintiffs Ex # 4

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(COMPLAINANT'S EXHIBIT NUMBER FIVE)

THIS AGREEMENT, Made this 1st day of February 1949, by and between, Michael Potee and Cornelia Potee, his wife, parties of the first part, Lessors and Joseph T. Whitmore and Mabel R. Whitmore, his wife, parties of the second part, Lessees, all of Anne Arundel County, in the State of Maryland.

WITNESSETH, that the said parties of the first part hereby lease unto the said parties of the second part, and the latter doth hereby rent from the former, all that portion of the building now in use as a restaurant on the first floor and a six room apartment on the second floor heretofore occupied by the said Lessors, which building is located near Odenton, Anne Arundel County, Maryland, and opposite, across the road from the National Plastic Company, the lease shall run for a period of five (5) years beginning February 1st, 1949, and ending January 31st, 1954, at and for the rental of Four hundred twenty-five dollars ($425.00) per month payable as follows; the sum of One thousand fifty dollars ($1,050.00) to be paid by the parties of the second part when they take possession, and beginning the first day of March, 1949, the said parties of the second part covenant to pay the sum of Four hundred twenty-five dollars ($425.00) and further covenant to pay thereafter the sum of Four hundred twenty-five dollars ($425.00) on the first day of each and every month during the term of this lease.

All stock in trade and supplies in the restaurant to be inventoried, and the total value thereof, to wit: $776.99

to be paid by the said Lessees to the said Lessors in the following manner; One-fourth part thereof at the time of taking possession and a like amount at the beginning of the second, third and fourth quarterly periods of the first year of this lease.

The Tenants, for themselves, their personal representatives and assigns hereby covenant with the said Landlords as follows:

Plaintiff's Ex # 5

(1) To pay the rent as aforesaid when due without any deductions whatsoever.

(2) To keep the premises and equipment in good order and repair and to surrender the peaceful and quiet possession of the same at the end of said tenancy in as good condition as when received (the natural wear and decay of the property and unavoidable accidents excepted.)

(3) Not to do, suffer or permit anything to be done in or about the premises which will contravene the policy or policies of insurance against loss by fire.

(4) To occupy and use the premises for the purpose of a restaurant on the first floor only.

(5) Not to assign this lease or sub-let the property thus let, or any portion thereof, at any time, without the consent in writing of the said Landlords, or their representatives.

(6) That they will make no alterations or improvements in or to said premises without the written consent of the said Landlords and that whatever inside alterations, improvements or repairs the said Tenants shall be permitted to make shall be done at Tenants' own cost and expense and shall become a part of the building and not removable except upon consent in writing from the Landlords and upon such terms as they may require.

(7) To pay as additional rent, when due and payable and/or upon demand:

(a) All minor privilege taxes or charges due to the occupancy.

(b) All premiums for fire insurance in excess of the present rate due to the occupancy.

(8) To carry and pay for public liability insurance on the building (limits of not less than Ten thousand dollars

($10,000.00) and Twenty thousand dollars ($20,000.00) covering Landlords and Tenants as their respective interest may appear and certificate of said insurance to be delivered to the Landlords.

(9) To do everything in their power to keep the rate of fire insurance as low as possible.

(10) That the Landlords shall have the right to inspect the leased premises at all reasonable times.

(11) To observe, comply with and execute at their own expense (the Tenants') all laws and valid and lawful rules, requirements and regulations of the United States, State of Maryland, and of Anne Arundel County, and of any and all County, State and Federal Governmental authorities or agencies, and of the Board of Fire Underwriters or other similar organizations, respecting the premises hereby leased and the manner in which said premises are or should be used by the Tenant.

And the said Landlords in consideration of the aforegoing covenants of the Tenants' hereby covenant and agree as follows:

(1) To supply the necessary heat to keep the premises comfortable and to supply the necessary water essential for the conducting of the business of a restaurant and the occupancy of the apartment.

(2) That they will keep the exterior of said premises in good order and condition and will make such outside repairs not caused by Tenants' neglect as the Landlords may deem proper and necessary. The Landlords will also maintain the air conditioning, plumbing and heating systems.

(3) That if the said premises hereby leased shall be rendered untenantable by fire, the act of a stranger, the act of God, or other casualty not due to the negligence of said Tenants during the term of this lease, the Landlords will,

as soon as practicable, restore the same to the condition in which they were prior thereto and the rent for so much of said premises as shall thus be rendered untenantable shall be proportionately abated; provided, however, that if said premises with reasonable effort, cannot be, or are not so restored within a period of ninety (90) days from the date they were rendered untenantable by any of said causes, then the Tenants at their option, may terminate this lease by giving the Landlords notice in writing of their intention so to do and paying the rent to the date the premises were rendered untenantable.

It is further mutually covenanted and agreed, by and between the parties hereto as follows:

(1) That if the rent shall be ten days in arrears, the Landlords shall have the right to distrain for the same and if the rent shall continue to be in arrears for thirty (30) days, and in the event of the breach by said Tenants of any of the covenants and agreements hereof, all of which are expressly made conditions of this lease the said Landlords, their personal representatives or assigns, at their option, may without notice, re-enter, take possession and annul this lease and hold said premises as if this lease had never been made.

(2) That in the event of total distruction of said leased premises, by fire, the act of a stranger, the act of God or other casualty, not due to the negligence of said Tenants, this lease shall terminate and become null and void, upon payment by said Tenants of all arrears of rent and of a proportionate part of the accruing rent up to and including the date of such total distruction.

(3) In case the said Tenants shall be adjudicated bankrupt or insolvent or in case a Receiver for the property of the Tenants should be appointed by any Court, or if the Tenants

should make a general assignment for the benefit of creditors. then and in any of said events, the Landlords may, at their option terminate this tenancy upon five (5) days notice and re-enter upon the premises.

4. (4) That this lease shall be subject to the legal operation and effect of a mortgage dated the 24th day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440, from Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, a body corporate, of the within leased property.

(5) That this agreement with all of its provisions and covenants, shall continue in force from year to year after the expiration of the aforesaid term, at the same rental as hereinbefore agreed upon for the fifth year, provided, however, that the parties hereto or either of them can terminate the same at the end of the term above mentioned or at the end of any year thereafter by giving at least ninty (90) days previous notice thereof in writing.

The Lessees are hereby granted the privilege of changing the locks on the outside doors of the restaurant.

IN TESTIMONY WHEREOF, the Landlords and Tenants have hereunto affixed their hands and seals the day and year first above written.

WITNESS:

Agnes B. Denon

Michael Potee (SEAL)
Michael Potee

Cornelia Potee (SEAL)
Cornelia Potee

Joseph T. Whitmore (SEAL)
Joseph T. Whitmore

Agnes B. Denon

Mabel A. Whitmore (SEAL)
Mabel A. Whitmore

STATE OF MARYLAND, to wit:

I HEREBY CERTIFY, That on this 1st day of February 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, Michael Potee and Cornelia Potee, his wife, Lessors, and Joseph T. Whitmore and Mabel A. Whitmore, his wife, Lessees, being all of the parties named in the aforegoing Lease and acknowledged the aforegoing Lease to be their act.

AS WITNESS my hand and Notarial Seal.

Agnes B. Lemon
Notary Public

My Commission Expires - May 1, 1949.

ANDREW E. SEARS	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
CORNELIA POTEE, et al	:	ANNE ARUNDEL COUNTY
	:	NO. EQUITY

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

ANSWER AND CONSENT OF CORNELIA POTEE TO THE APPOINTMENT OF RECEIVERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES Cornelia Potee, one of the Defendants, herein and admits the allegations contained in the Bill of Complaint against her exhibited and submits this cause of action to the jurisdiction of this Honorable Court and consents to the appointment of receivers in this estate.

Cornelia Potee
Cornelia Potee, Defendant

Filed July 7 1950

ANDREW E. SEARS Odenton, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CORNELIA POTEE, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 9997 EQUITY

: : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Louis M. Strauss 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 Twenty five thousand ($25,000.00) Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of July, in the year of our Lord one thousand nine hundred and fifty.

Filed July 7 " 1950

WHEREAS, the above bounden Marvin I. Anderson and Louis M. Strauss were appointed Receivers by virtue of an Order of Circuit Court of Anne Arundel County dated July 7, 1950, mentioned in the proceedings in the case of Andrew E. Sears vs. Cornelia Potee, et al, known as No. 9997 Equity now pending in said Court.

NOW, the CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Louis M. Strauss do and shall well and faithfully perform the trust reposed in them by said Order, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in the presence of
Myrtle Sturm

Marvin I. Anderson (SEAL)
Marvin I. Anderson

Louis M. Strauss (SEAL)
Louis M. Strauss

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Witness
Myrtle Hearn

National Surety Corporation

BY: H. Cookman Hindes
Attorney-in-fact
H. Cookman Hindes

NATIONAL SURETY CORPORATION NEW YORK SEAL

Approved
John H Hopkins 3rd
Clerk
July 7 " 1950

Mr. Clerk:

Please approve and file.

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LIBER 76 PAGE 465

NATIONAL SURETY CORPORATION

NEW YORK

ELLIS H. CARSON
PRESIDENT

INVISIBLE ARMOR

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint H. COOKMAN HINDES

of Baltimore and State of Maryland

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE HUNDRED THOUSAND ($500,000.00) DOLLARS.

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1.—The Chairman, President or any Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation and the Chairman, President, or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary and Attorney-in-Fact, and also remove them from office. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 1.—The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 1.—Appointment.—The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 24th day of September A.D., 1940.

NATIONAL SURETY CORPORATION

(Seal)

By E. M. Allen
Vice President

ATTEST: A. N. MacDougall
Assistant Secretary

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LIBER 76 PAGE 466

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 24th day of September A.D., 19 40.

before me personally came E. M. Allen, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said E. M. Allen further said that he is acquainted with A. N. MacDougall and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

(Notarial seal affixed)

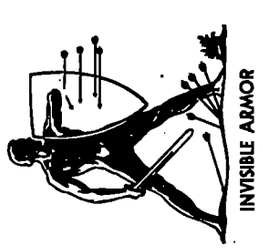
Frances R. Silece
Notary Public

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, J. J. Tarquinio, Resident Assistant Secretary and Attorney-in-Fact of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney (including applicable By-law sections), executed by said NATIONAL SURETY CORPORATION, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of New York, N. Y., this 7th day July A.D., 19 50.

Resident Assistant Secretary and Attorney-in-Fact



NATIONAL SURETY CORPORATION
NEW YORK

ELLIS H. CARSON
PRESIDENT

GENERAL POWER OF ATTORNEY

TO

ON

DATE 19

F. 2014

ANDREW E. SEARS	*	NO. 9997 EQUITY
	*	IN
Vs.	*	THE CIRCUIT COURT
CORNELIA POTEE and others	*	FOR ANNE ARUNDEL COUNTY

* * * * * * * * *

PETITION TO GIVE NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson and Louis M. Strauss, receivers, shows:

That no notice has been given or published notifying creditors of the appointment of receivers in this case.

And they therefore move that notice be given by publication.

Marvin I. Anderson

Louis M. Strauss

Receivers

Petition filed July 12, 1950

ORDER OF COURT

Ordered this 13th day of July, 1950, by the Circuit Court for Anne Arundel County, in Equity, that Marvin I. Anderson and Louis M. Strauss, the receivers in the above entitled case give notice to all persons having claims against the estate of Michael Potee, sometimes known as Mike Potee, deceased, to file their claims, properly authenticated, with the clerk of this Court on or before the 25th day of September, 1950, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week, for four successive weeks, before the 21st day of August, 1950.

Benjamin Michaelson

JUDGE

Filed July 13, 1950

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ANDREW E. SEARS	*	
	*	NO. 9997 EQUITY
Vs.	*	IN
	*	THE CIRCUIT COURT
CORNELIA POTEE and others	*	FOR ANNE ARUNDEL COUNTY
	*	

* * * * * * * * *

ANSWER OF RUSSELL POTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Russell Potee, one of the defendants in the above-entitled case, respectfully shows:

1. That this defendant admits the allegations in the bill of complaint insofar as the necessity of the appointment of a receiver is concerned.

2. That he believes that the allegations therein are substantially correct, but nevertheless says that he is unable to determine the status of the attachments, levies, option, and other matters therein set forth.

3. That he consents to the appointment of the receivers as prayed.

And, as in duty bound, etc.

Russell Potee
Defendant

Marion E. Anderson
Solicitor for Russell Potee

Filed 20 July, 1950

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ANDREW E. SEARS, Odenton, Maryland	:	NO. 9997 EQUITY
Complainant	:	IN
vs.	:	THE CIRCUIT COURT FOR
CORNELIA POTEE, et. al. Odenton, Maryland	:	ANNE ARUNDEL COUNTY
Respondent	:	

****

ANSWER OF THE FINANCE COMPANY OF AMERICA

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed 8 Aug., 1950

The Answer of The Finance Company of America, by its Solicitor, Maurice W. Zetlin, to the Bill of Complaint exhibited against it in the above entitled case, respectfully shows unto your Honors:

1. Answering Paragraph 1 of said Bill of Complaint, this Respondent says that it has no knowledge of the matters and facts in said paragraph alleged, and that therefore neither admits nor denies the same, but, insofar as the same may be material, requires strict proof thereof.

2. Answering the 2nd and 3rd Paragraphs of said Bill of Complaint, this Respondent says that it has no knowledge of the matters and facts in said paragraphs alleged, and therefore neither admits nor denies the same, but, insofar as the same may be material, requires strict proof thereof.

3. Answering the 4th Paragraph of said Bill of Complaint, this Respondent states that on or about May 3, 1950, this Respondent loaned the sum of $7,420.00 to Thomas Andrew and Albert Kullen, Co-partners and Trading as Andrew's Vending Company, under a Mortgage upon various chattels pertaining to the vending company's business routes; that as additional security, the said Thomas Andrew and Albert Kullen assigned to your Respondent a Mortgage dated May 1, 1950, from Michael Potee and Cornelia Potee, his wife,

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covering a group of lots, contained in Section No. 7, Academy, Anne Arundel County, which real estate Mortgage was in the original amount of $8,520.oo and which is recorded among the Land Records of Anne Arundel County in Liber J.H.H., No. 568, Folio 428.

4. Answering the 5th Paragraph of said Bill of Complaint, your Respondent states that as additional security of the original Mortgage transaction between the said Thomas Andrew and Albert Kullen, it received an assignment of a Chattel Mortgage on May 3, 1950, which was executed on May 1, 1950 by Michael Potee and Cornelia Potee, his wife, to Thomas Andrew and Albert Kullen, upon the various personal property and equipment located in the Restaurant operated by Joseph Whitmore in Potee's Drive-In, at Odenton, Maryland, which Chattel Mortgage is among the Chattel Records of Anne Arundel County in Liber J.H.H., No. 45, Folio 592 and which was in the original amount of $8,520.oo.

5. Answering the 6th, 7th and 8th Paragraphs of said Bill of Complaint, your Respondent states that it has no knowledge of the matters and facts in said Paragraphs alleged, and, therefore neither admits nor denies the same, but, insofar as the same may be material, requires strict proof thereof.

6. Answering the 9th Paragraph of said Bill of Complaint, your Respondent states that it has no knowledge of all the references of ownership contained in said Paragraph, except those contained in the real estate Mortgage assigned to it by Thomas Andrew and Albert Kullen, and, therefore neither admits nor denies the same, but, insofar as the same may be material, requires strict proof thereof.

7. Answering the 10th, 11th, 12th, 13th, 14th, 15th and 16th Paragraphs of said Bill of Complaint, your Respondent states that it has no knowledge of the number of allegations contained therein, and, therefore neither admits nor denies the same, but, insofar as the same may be material, requires strict proof thereof.

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Further answering the said Bill of Complaint, your Respondent states that it received the aforesaid Mortgage and Assignments of Mortgages, from the said Thomas Andrew and Albert Kullen, Co-partners and Trading as Andrew's Vending Company, in the usual course and for valuable consideration, without notice of any defects or claims of any kind; and that the allegations contained in said Bill of Complaint does not and should not affect its position as the holder of said Assignments of Mortgages, purchased by it for valuable consideration.

That the total balance due your Respondent by the said Thomas Andrew and Albert Kullen upon the original Mortgage transaction had between them, is in the amount of $6,183.34.

Now having fully answered the said Bill of Complaint, this Respondent prays that it may be dismissed hence with its proper costs.

AND AS in duty bound, etc.

THE FINANCE COMPANY OF AMERICA
AT BALTIMORE

By H. G. Hurlbrink- Vice-President

Solicitors for The Finance Company
of America at Baltimore
Maurice W. Zetlin
333-34 Munsey Building
Baltimore 2, Maryland

I HEREBY CERTIFY that I have this 8th day of August, 1950, ~~mailed~~ delivered a copy of this Answer to Louis M. Strauss, Solicitor for the Complainant, at Annapolis, Maryland.

~~Maurice W. Zetlin~~

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STATE OF MARYLAND)
to wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY, That on this 4th day of August, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared H. G. Hurlbrink, Vice-President of The Finance Company of America at Baltimore, and on behalf of said corporation, he made oath in due form of law that the matters and facts set forth in the aforesaid Answer, are true and correct as therein stated, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

DORIS EVERDING NOTARY PUBLIC BALTIMORE, MD.

Doris Everding
Notary Public
My Commission expires 5/1/51

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ANDREW E. SEARS	:	NO. 9997 EQUITY
VS.	:	IN
COUNTY TRUST COMPANY OF MARYLAND, a body corporate, et al	:	THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The separate answer of the County Trust Company of Maryland to the Bill of Complaint of Andrew E. Sears against this Defendant and others in this Honorable Court exhibited:

This Defendant, answering, says:

1. That the County Trust Company neither admits nor denies the allegations contained in Paragraphs 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 15, 16, but demands strict proof thereof.

2. That in answer to Paragraph 6 of said Bill of Complaint, the County Trust Company holds a mortgage executed by Michael Potee and Cornelia Potee, his wife, covering the lots indicated in said Paragraph 6, and further states that this mortgage is in default.

3. That this Defendant admits the allegations contained in Paragraph 7.

4. That this Defendant admits the allegations contained in Paragraph 14.

5. And in further answer to the Bill of Complaint, this Defendant does not release or waive any of the securities or priorities which it holds for the indebtedness indicated.

AND having answered said Bill of Complaint, the Defendant begs to be hence dismissed with reasonable costs.

AND AS IN DUTY BOUND, ETC.

Filed 22 Aug., 1950

Service of Copy admitted Aug 22, 1950 - Louis M Shaw

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James W. Blackhurst
James W. Blackhurst
Solicitor for the Defendant
(County Trust Company of Md.)

ANDREW E. SEARS Odenton, Maryland	:	
Versus	:	
CORNELIA POTEE Odenton, Maryland	:	
RUSSELL POTEE Glen Burnie, Maryland		
CHARLES M. POTEE, infant Odenton, Maryland	:	No. 9997 Equity
JOHN R. POTEE, infant Odenton, Maryland	:	IN
FILINI POTEE, infant Odenton, Maryland		THE CIRCUIT COURT
COUNTY TRUST COMPANY OF MARYLAND, a body corporate Glen Burnie, Maryland	:	FOR ANNE ARUNDEL COUNTY
THOMAS ANDREW Glen Burnie, Maryland	:	
ALBERT KULLEN Glen Burnie, Maryland	:	
JOSEPH WHITTMORE and MABLE WHITTMORE, his wife Glen Burnie, Maryland	:	
FINANCE COMPANY OF AMERICA Munsey Building Fayette and Calvert Streets Baltimore 2, Maryland	:	

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

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of County Trust Company of Maryland, a body corporate of the State of Maryland, respectfully represents unto your Honor:

1. That by mortgage made on the 24th day of March, 1948, by and between Michael Potee and Cornelia Potee, his wife, and County Trust Company of Maryland, a body corporate of the State of Maryland, the said Michael Potee and Cornelia Potee, his wife, mortgaged unto the said County Trust Company of Maryland, the fee simple lots or parcels of ground together with the buildings and improvements thereon and the rights, roads, ways, water privileges, appurtenances and advantages thereto belonging or in anywise appertaining, situate and lying in Anne Arundel County, Maryland and described as follows:

"BEGINNING for the first at an iron set at the inter-

Filed 1951

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section of the Southeast edge of Washington Avenue with the lot line between lots Nos. 10 and 11, Section 7, of the Plat of Academy which plat is filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-3, Plat 29, thence leaving Washington Avenue and with said lot line South 58 degrees 40 minutes East 120 feet to a pipe, thence with the Southeast side of Lots Nos. 11, 12, 13, and part of 14, North 31 degrees 20 minutes East 90.2 feet to the lot line of Lot No. 15, Section 7, thence leaving Lot No. 14 and with the Southwest side of Lot No. 15, South 58 degrees 40 minutes East 59.5 feet to an iron set on the Northwest bank of the State Road from Odenton to Severn, thence binding on said bank and the easement area of said road North 31 degrees 20 minutes East 134.8 feet to a stake 3.5 feet Southwest of a culvert outlet, thence leaving said road and with the lot line North 58 degrees 40 minutes West 179.3 feet between Lots Nos. 19 and 20 to a stake on the Southeast side of Washington Avenue, thence leaving Lot No. 20 South 31 degrees 20 minutes West 225 feet to the place of beginning. Same being all of Lots Nos. 11 to 19 inclusive as shown on Plat of Academy heretofore referred to except that portion included in the easement area of the State Road heretofore referred to.

"BEGINNING for the second at an iron set at the intersection of the Southeast side of Washington Avenue with the lot line between Lots Nos. 10 and 11 of Section 7, as laid down on the aforesaid Plat of Academy and running thence South 31 degrees 20 minutes West 150 feet more or less to the division line between Lots Nos. 4 and 5 of Section 7, thence with said divisional line South 58 degrees 40 minutes East 120 feet, thence at right angles North 31 degrees 20 minutes East 150 feet more or less to the end of the first line of the conveyance from Atkinson to The First Evangelical Lutheran Church of Odenton, a body corporate, recorded in Liber J.H.H. No. 258, folio 359, thence with said line reversed North 58 degrees 40 minutes West 120 feet to the place of beginning.

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Being Lots Nos. 5 to 10 inclusive in Section 7 on the aforesaid Plat of Academy.

"BEGINNING for the third and being all those five lots designated as Lots Nos. 24, 25, 26, 27 and 28, Section 7, on the aforesaid Plat of Academy said lots having an aggregate frontage of 125 feet on the Southeast side of Washington Avenue as shown on said plat.

"BEING the same properties which by deed dated February 10, 1948, and recorded among the Land Records of Anne Arundel County on February 21, 1948, were granted and conveyed by The First Evangelical Lutheran Church of Odenton, et al, unto Michael Potee.

"BEGINNING for the fourth and being all that piece or parcel of ground known as Lot No. 60, on Baldwin's Plat of Odenton, filed among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 604, which said lot was granted and conveyed by deed dated February 16, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 349, folio 381, from Joseph Taylor, et al, to Michael Potee and wife, excepting therefrom however, a portion of said lot being 50 feet by 112.15 feet carved out of the Southeast corner of the whole of said Lot No. 60 and conveyed by the said Michael Potee, widower, unto Russell Thomas Potee and Doris Potee, his wife by deed dated August 8, 1947, and recorded among the Land Records aforesaid, prior hereto.

"BEGINNING for the fifth and being Lot No. 59, as shown and designated on Baldwin's Plat of Odenton hereinbefore referred to, which by deed dated March 14, 1939, and recorded among the Land Records aforesaid, in Liber J.H.H. No. 203, folio 154, was granted and conveyed by Joseph H. Pepper, Treasurer, etc., to the said Michael Potee and wife."

2. That said mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440, etc., and your Petitioner files herewith a certified copy of said mortgage marked, "Petitioner's Exhibit No. 1" which is prayed to be taken as part hereof.

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3. That said mortgage provides among other things that:

"WHEREAS, the said parties of the first part, Mortgagors, are bona fide indebted unto the said party of the second part, Mortgagee, in the full and just sum of Fifty-five thousand dollars ($55,000.00), which said sum is due and payable five (5) years after the date hereof with interest thereon at the rate of five per cent (5%) per annum, which said interest is payable quarterly and calculated on the unpaid balance of the mortgage debt, and the said Mortgagors covenant to pay unto the said Mortgagee an additional monthly sum or installment of Four hundred dollars ($400.00) per month to apply as a credit against the principal, on the first day of each and every month during the term of this mortgage, and the said Mortgagors have the privilege of prepaying this mortgage in whole or in part at any time prior to maturity.

"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."

4. That Michael Potee died on or about May 18, 1950, and at the time of the death of the said Michael Potee, the aforesaid mortgage was in default and at the present time is still in default, and that since the death of Michael Potee, no payments whatsoever have been made on account of principal, interest, taxes or fire insurance as required by the terms of the said mortgage, and as of August 24, 1950, there was in default on account of principal, interest, taxes and fire insurance in accordance with the terms of the aforesaid mortgage, the amount of Eight Thousand, Seven Hundred Fifty-three Dollars and Fifty-six cents ($8,753.56), and since that date to the date of the filing of this Petition, additional amounts have accrued under the terms of the aforesaid mortgage; that as of August 24, 1950, the balance due on the principal under the terms of the said mortgage was Fifty-one thousand, Three hundred Dollars and Forty-four cents ($51,300.44); interest from April 24, 1950, to

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August 24, 1950, Eight Hundred Fifty-three Dollars and Twelve Cents ($853.12); Taxes for 1949, Five hundred Four Dollars and Seventy-eight cents ($504.78); Taxes for 1950, Four Hundred Eighty Dollars and Seventy-seven Cents ($480.77); Fire Insurance for 1949, One Thousand Seven Hundred Nineteen Dollars ($1719.00); Fire Insurance for 1950, One Thousand Five Hundred Twenty Dollars and Fifty-five cents ($1,520.55).

5. That on the 7th day of July, 1950, upon the Bill of Complaint of Andrew E. Sears, who claimed that he obtained a judgment in the Circuit Court for Baltimore County against Michael Potee and Russell Potee on the 19th day of April, 1950, this Honorable Court appointed Marvin I. Anderson and Louis M. Strauss, receivers, with power and authority to take possession of all the real estate belonging to Michael Potee, also known as Mike Potee, as well as the goods, wares, merchandise, books, papers and effects of or belonging to Michael Potee, also known as Mike Potee, trading as "Potee's Drive-In" and to collect the outstanding debts due to the said Michael Potee, also known as Mike Potee, and to collect rents and assets of said Michael Potee, also known as Mike Potee, subject, nevertheless, to the further direction of this Court.

6. That although your Petitioner has made every effort to obtain payment in accordance with the terms of the aforesaid mortgage, there has been no payment made on account of the said mortgage since the 6th day of April, 1950.

7. That the aforesaid mortgage constitutes the first lien on the aforesaid fee simple lots or parcels of ground and improvements thereon except on lot No. 59 which was released by the said Petitioner from the effect of said mortgage and on which lot your Petitioner now holds a second mortgage.

8. That your Petitioner desires to foreclose in accordance with the terms of the mortgage dated the 24th day of March, 1948.

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WHEREFORE, your Petitioner respectfully prays that this Honorable Court may pass an order authorizing it to proceed with foreclosure of the aforesaid mortgage and further authorizing it to make demand on any tenant or tenants in possession of any portion or portions of the lots or parcels of ground and improvements covered by the terms of the aforesaid mortgage, except Lot No. 59 which has been released from the effect of the terms of the aforesaid mortgage, to pay any rents which are either in arrears or which are to accrue in the future hereafter unto it or its attorney or assignee for the purposes of foreclosure, pending the foreclosure proceeding which will be instituted forthwith and during said foreclosure proceeding; and that the said Petitioner or its attorney or assignee to account for the said rentals when an account is stated under the foreclosure proceedings.

And as in duty bound, etc.

James W. Blackhurst
James W. Blackhurst
Solicitor-for-the
Petitioner

James S. Billingslea
James S. Billingslea
Branch President
County Trust Company of Md.,
Glen Burnie

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

I hereby certify that on this 5th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, appeared the above-named James S. Billingslea, Branch President of the County Trust Company of Maryland, Glen Burnie, and made affirmation in due form of law that the matter and facts in the aforegoing Petition are true to the best of his knowledge and belief.

Ernest R. Smoot
Ernest R. Smoot, Notary Public

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(MD. STATE STAMPS $60.50)

THIS MORTGAGE, Made this 24th day of March, in the year nineteen hundred and forty-eight, by and between, Michael Potee, and Cornelia Potee, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and County Trust Company of Maryland, a body corporate of the State of Maryland, Mortgagee, of the second part.

WHEREAS, the said parties of the first part, Mortgagors, are bona fide indebted unto the said party of the second part, Mortgagee, in the full and just sum of Fifty-five thousand dollars ($55,000.00) , which said sum is due and payable five (5) years after the date hereof with interest thereon at the rate of five per cent (5%) per annum, which said interest is payable quarterly and calculated on the unpaid balance of the mortgage debt, and the said Mortgagors covenant to pay unto the said Mortgagee an additional monthly sum or installment of Four hundred dollars ($400.00) per month to apply as a credit against the principal, on the first day of each and every month during the term of this mortgage, and the said Mortgagors have the privilege of prepaying this mortgage in whole or in part at any time prior to maturity.

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 Mortgagors, Michael Potee and Cornelia Potee, his wife, do grant and convey unto the said Mortgagee, County Trust Company of Maryland, a body corporate, its successors and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County,aforesaid, and described as follows:

BEGINNING for the first at an iron set at the intersection of the Southeast edge of Washington Avenue with the lot

PETITIONER'S EXHIBIT #1

line between Lots Nos. 10 and 11, Section 7, of the Plat of Academy which plat is filed among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-3, Plat 29, thence leaving Washington Avenue and with said lot line South 58 degrees 40 minutes East 120 feet to a pipe, thence with the Southeast side of Lots Nos. 11, 12, 13 and part of 14, North 31 degrees 20 minutes East 90.2 feet to the lot line of Lot No. 15, Section 7, thence leaving Lot No. 14 and with the Southwest side of Lot No. 15, South 58 degrees 40 minutes East 59.3 feet to an iron set on the Northwest bank of the State Road from Odenton to Severn, thence binding on said bank and the easement area of said road North 31 degrees 20 minutes East 134.8 feet to a stake 3.5 feet Southwest of a culvert outlet, thence leaving said road and with the lot line North 58 degrees 40 minutes West 179.3 feet between Lots Nos. 19 and 20 to a stake on the Southeast side of Washington Avenue, thence leaving Lot No. 20 South 31 degrees 20 minutes West 225 feet to the place of beginning. Same being all of Lots Nos. 11 to 19 inclusive as shown on Plat of Academy heretofore referred to except that portion included in the easement area of the State Road heretofore referred to.

BEGINNING for the second at an iron set at the intersection of the Southeast side of Washington Avenue with the lot line between Lots Nos. 10 and 11 of Section 7, as laid down on the aforesaid Plat of Academy and running thence South 31 degrees 20 minutes West 150 feet more or less to the division line between Lots Nos. 4 and 5 of Section 7, thence with said divisional line South 58 degrees 40 minutes East 120 feet, thence at right angles North 31 degrees 20 minutes East 150 feet more or less to the end of the first line of the conveyance from Atkinson to The First Evangelical Luthern Church of

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Odenton, a body corporate, recorded in Liber J.H.H. No. 258, folio 359, thence with said line reversed North 58 degrees 40 minutes West 120 feet to the place of beginning. Being Lots Nos. 5 to 10 inclusive in Section 7 on the aforesaid Plat of Academy.

BEGINNING for the third and being all those five lots designated as Lots Nos. 24, 25, 26, 27 and 28, Section 7 on the aforesaid Plat of Academy; said lots having an aggregate frontage of 125 feet on the Southeast side of Washington Avenue as shown on said plat.

BEING the same properties which by deed dated February 10th, 1948, and recorded among the Land Records of Anne Arundel County on February 21st, 1948, were granted and conveyed by The First Evangelical Luthern Church of Odenton, et al, unto Michael Potee.

BEGINNING for the fourth and being all that piece or parcel of ground known as Lot No. 60, on Baldwin's Plat of Odenton, filed among the Land Records of Anne Arundel County in Liber S. H. No. 34, folio 604, which said lot was granted and conveyed by deed dated February 16th, 1946, and recorded among the Land Records aforesaid in Liber J.H.H. No. 349, folio 381, from Joseph Taylor, et al, to Michael Potee and wife, excepting therefrom however, a portion of said lot being 50 feet by 112.15 feet carved out of the Southeast corner of the whole of said Lot No. 60 and conveyed by the said Michael Potee, widower, unto Russell Thomas Potee and Doris Potee, his wife, by deed dated August 8th, 1947, and recorded among the Land Records aforesaid, prior hereto.

BEGINNING for the fifth and being Lot No. 59, as shown and designated on Baldwin's Plat of Odenton hereinbefore referred to, which by deed dated March 14th, 1939, and recorded among the Land Records aforesaid, in Liber J.H.H. No. 203,

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folio 154, was granted and conveyed by Joseph H. Pepper, Treasurer, etc., to the said Michael Potee and wife.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, County Trust Company of Maryland, a body corporate, its successors and assigns, forever.

PROVIDED, that if the said Mortgagors, Michael Potee and Cornelia Potee, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Fifty-five thousand ($55,000.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments , public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors or assigns, or H. Melvin Bull, its

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Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof,his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee its successors personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their 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

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indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives,and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, 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 for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in domr good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of this mortgage, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:	Michael Potee,	(SEAL)
Dorothy V. Burch.	Cornelia Potee	(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 24th 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

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for the City aforesaid, personally appeared Michael Potee and Cornelia Potee, 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 H. Melvin Bull, Agent of the County Trust Company of Maryland, who made oath in due form of law that he is the Agent of said body corporate, and authorized to make this affidavit 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.

Dorothy V. Burch,

Notary Public.

(Notarial Seal)

Recorded- 31st- March-1948-at 10:15 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing MORTGAGE is truly taken and copied from Liber J.H.H. No. 462, folio 440, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 1st day of September, A. D., 1950.

John H. Hopkins, 3rd

CLERK.

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O R D E R

Upon the aforegoing Petition, Exhibit and Affidavit, it is this fifth day of September, 1950, by the Circuit Court for Anne Arundel County, sitting in equity, ORDERED that County Trust Company or the Attorney to whom the Mortgage named in the aforegoing Petition is assigned for the purposes of foreclosure, be and it or he is hereby authorized to proceed with foreclosure of the said mortgage, unless cause to the contrary be shown by Marvin I. Anderson and Louis M. Strauss, receivers in these proceedings on or before the 15th day of September, 1950, provided that a copy of the said Petition and Order is served on the said receivers on or before the 11th day of September 1950.

Filed 6 Sept, 1950

It is further ORDERED that the Petitioner or the Attorney to whom the said mortgage is assigned by it for the purposes of foreclosure, be and he is hereby authorized to notify the tenant or tenants in possession of any portion or portions of the lots or parcels of ground and improvements thereon mentioned in the mortgage in said Petition, except lot No. 59 which has been released from the effect of the said mortgage, to pay unto the Petitioner or to the attorney to whom the said Petitioner may assign the said mortgage for the purposes of foreclosure, all rentals which have accrued and are unpaid as of the date of this order as well as any rentals which may accrue after the date of this order, unless cause to the contrary be shown by Marvin I. Anderson and Louis M. Strauss, receivers in these proceedings on or before the 15th day of September, 1950, provided that a copy of the said Petition and Order is served on the said receivers on or before the 11th day of September, 1950.

Benjamin Michaelson
Judge

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I hereby certify that on this 5th day of September, 1950, I mailed a copy of the aforegoing Petition, Affidavit and Order to the office addresses in Annapolis, Maryland, of Louis M. Strauss and Marvin I. Anderson, Receivers of the Estate of Michael Potee.

James W. Blackhurst
James W. Blackhurst
Solicitor-for-the
Petitioner

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ANDREW E. SEARS Odenton, Maryland	:	NO. 9997 EQUITY
Versus	:	IN
CORNELIA POTEE, et al Odenton, Maryland	:	THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

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

ANSWER TO PETITION AND SHOW CAUSE ORDER DATED SEPTEMBER 5th, 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes, Marvin I. Anderson and Louis M. Strauss, Receivers of the Estate of Michael Potee and for answer to the Petition and Show Cause Order, says:

1. That in answer to Paragraph Number One of the Said Petition, they neither admit or deny the allegations contained therein.

2. In answer to Paragraph Number Two of the said Petition, they admit the allegations therein contained.

3. In answer to Paragraph Number Three of the said Petition, they admit the allegations therein contained.

4. In answer to Paragraph Number Four of the said Petition, they neither admit or deny the allegations therein contained and demand strict proof thereof.

5. In answer to Paragraph Number Five of the said Petition, they admit the allegations therein contained.

6. In answer to Paragraph Number Six of the said Petition, they neither admit or deny the allegations therein contained.

7. In answer to Paragraph Number Seven of the said Petition, they neither admit or deny the allegations therein contained.

8. In answer to Paragraph Number Eight of the said Petition, they neither admit or deny the allegations therein contained.

And further answering said Petition and Show Cause Order based thereon, your Respondents respectfully represent that acting as Receivers in behalf of all the creditors, including the Petitioner herein, the County Trust Company of

Filed Sept 14 1950

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Maryland, your Receivers, under authority of this Honorable Court, arranged to have and did lease part of the premises mentioned and chattels and equipment not covered by said mortgage to the County Trust Company of Maryland, at and for a sum of Thirteen Hundred Dollars ($1,300.00) per month, which said sum is a sufficient amount at the present time to carry out the obligations of the said mortgage and according to the best information and knowledge, sufficient to satisfy any and all creditors for the present time, and further that your Respondents as Receivers by communication dated the 10th day of August, 1950, requested the County Trust Company of Maryland to sell the unoccupied and unleased large and valuable home property of the late Michael Potee, which said sale and proceeds derived therefrom would substantially reduce the mortgage indebtedness and enable the Receivers to continue under their lease with a reasonable possibility of paying off all creditors in full without jeopardizing the security of the Petitioner's mortgage.

That your Receivers are informed and verily believe that since the execution of the mortgage referred to in their Petition, a second mortgage from Hodges for the sum of Nineteen Thousand Dollars ($19,000.00) was assigned on August 23rd, 1948 to the County Trust Company of Maryland, together with fire insurance policy covering the property secured by said mortgage; and that thereafter a fire occurred and on June 21st, 1950, the County Trust Company of Maryland assigned the said mortgage to one John F. Muletti; that although your Receivers have requested details of this transaction, including the amounts received from the insurance company and how same was applied, they have not been furnished this information. Your Receivers are advised that the Petitioner received an excess of Twelve Thousand Dollars ($12,000.00) from insurance.

That under the date of August 28th, 1950, your Receivers again requested the Bank to foreclose on the Potee home property and the unimproved lots and offered to join in a Petition to this Honorable Court for that purpose.

And further answering the said Petition, your Respondents say that there is now the sum of Ten Thousand Dollars ($10,000.00) in the Towson National Bank, which is an asset of this Estate, but which said Receivers, to the present time, have been unable to have the Bank turn over, although, the sum is apparently undisputed.

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That your Receivers believe that it would be to the best interest of all parties concerned and would, in no manner, jeopardize the Petitioner's security if the unleased portion of the property was sold and the proceeds applied to the mortgage indebtedness, and that the remaining property be administered on the jurisdiction of this Honorable Court through the Receivers, to the end that all creditors would receive a fair and equitable distribution and the Petitioner paid in full.

And further answering the said Petition and Prayer of Relief, your Respondents as Receivers represent that the County Trust Company of Maryland as Mortgagee should not receive the rent for the premises as prayed, for the reason that much of the rent revenue is for the expensive and valuable restaurant fixtures which are not a part of the Petitioner's mortgage and, further, because the mortgage does not provide for such a taking or forfeiture and that such a taking of rent would be to the detriment of all parties to these proceedings and would frustrate the efforts of your Receivers.

AND HAVING FULLY ANSWERED the said Petition and Show Cause Order dated September 5th, 1950, your Respondents pray to be henced dismissed with costs.

Marvin I. Anderson

Marvin I. Anderson

Louis M. Strauss

Louis M. Strauss

Receivers of the Estate of
Michael Potee and Respondents herein

I hereby certify that on this 14th day of September, 1950, I mailed a copy of the aforegoing answer to James W. Blackhurst, Glen Burnie, Maryland.

Marvin I. Anderson

Marvin I. Anderson

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LIBER 76 PAGE 492

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9997 Equity
ANDREW E. SEARS
Vs.
CORNELIA POTEE and others
NOTICE TO CREDITORS

Ordered this 13th day of July, 1950, by the Circuit Court for Anne Arundel County, in Equity, that Marvin J. Anderson and Louis M. Strauss, the receivers in the above entitled case give notice to all persons having claims against the estate of Michael Potee, sometimes known as Mike Potee, deceased, to file their claims, properly authenticated, with the clerk of this Court on or before the 25th day of September, 1950, by causing a copy of this order to be published in some weekly newspaper in Anne Arundel County, once a week, for four successive weeks, before the 21st day of August, 1950.

BENJAMIN MICHAELSON,
Judge.

a-3

Filed Sept 28 1950

No. MG 1495
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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 16, 1950

We hereby certify, that the annexed Notice to Creditors Eq # 9997 Andrew E. Sears vs. Cornelia Potee

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, 1950. The first insertion being made the 19th day of July, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

LIBER 76 PAGE 493

RECEIVERS' SALE
of
Cadillac Four-Door Sedan

By virtue of a decree of the Circuit Court for Anne Arundel County passed in No. 9997 Equity, the undersigned Receivers for the estate of Michael Potee, deceased, will sell at public auction on

THURSDAY, JULY 27, 1950
at 11 o'clock a. m.

one 1949 Cadillac Four-Door Sedan, Model-62, Motor Number 4962-467279, at the Court House door in Annapolis, Anne Arundel County, Maryland.

TERMS: Cash at the time and place of sale.

MARVIN I. ANDERSON
LOUIS M. STRAUSS
Annapolis, Maryland
RECEIVERS

George H. Scible, Auctioneer Jy-26

OFFICE OF

Maryland Gazette & Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1950

We hereby certify, that the annexed

Notice of Receivers' Sale
Eq. # 9997.
Estate of Michael Potee

was published in

Maryland Gazette & Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once a week~~ for 7 times ~~successive weeks~~ before the 27th day of July, 1950. The first insertion being made the 14th day of July, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed Sept. 28, 1950

EC 48 1493

Equity No. 9997

Andrew E Sears

vs

Cornelia Potee, et al

In the

Circuit Court For Anne Arundel

County

::

Answer of Defendants and Submission to Court's Jurisdiction.
of Joseph Whittmore and Mabel Whittmore.

Filed 11 Oct., 1950.

And now comes Joseph Whittmore and Mabel Whittmore, Respondents herein and by their Solicitor William W Townsend, Jr., and generally admit the allegations of each and every allegation of the Bill of Complaint and submit to the jurisdiction of this Court their rights and interests in these proceedings .

And having fully answered said Bill prays to be hence dismissed with costs.

William W Townsend Jr.,
Solicitor for Joseph Whittmore
Mabel Whittmore.

Filed 11 Oct., 1950.

PETITION AND ORDER FOR GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Andrew E. Sears, by Louis M. Strauss, his attorney, respectfully shows:

That the infants, John R. Potee and Filini Potee have been duly summoned, but being infants cannot answer and defend this suit for themselves.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad Litem to appear and answer for said infant defendants.

Solicitor for Petitioner

Filed 11 Oct., 1950.

ORDERED this 11th day of October, 1950, by the Cirucit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Virginia Hall, be, and she is hereby appointed Guardian ad Litem to appear and answer for John R. Potee and Filini Potee, infant defendants in the above cause.

Benjamin Urbadow
Judge

ANDREW E. SEARS	*	NO. 9997 EQUITY
	*	IN
VS:	*	THE CIRCUIT COURT
CORNELIA POTEE, et al	*	FOR ANNE ARUNDEL COUNTY
	*	

* * *

ANSWER OF GUARDIAN AD LITEM

Filed 16 Oct, 1950.

The Answer of John R. Potee and Filini Potee, by Virginia Hall, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Andrew E. Sears, against them in this Court exhibited.

The defendants being infants can neither admit nor deny any of the matters or things in said Bill alleged and submits their rights thereunder to the protection of this Court.

And as in duty bound, etc.,

Virginia Hall
Guardian Ad Litem

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ANDREW W. SEARS	*	NO. 9997 EQUITY
	*	IN
VS:	*	THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
CORNELIA POTEE, et al	*	

* * *

ANSWER OF CHARLES M. POTEE

Filed 16 Oct, 1950

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondent, Charles M. Potee, by Russell Potee, his attorney in fact, in answer to the Bill of Complaint filed against him in this case , says:

1. That at the time said suit was filed, he was under the age of twenty-one years, but has since become of age.

2. That this defendant admits the allegations in the Bill of Complaint insofar as the necessity of the appointment of a receiver is concerned.

3. That he believes that the allegations therein are substantially correct, but nevertheless says that he is unable to determine the status of the attachments, levies, option, and other matters therein set forth.

4. That he consents to the appointment of the receivers as prayed.

And, as in duty bound, etc.

Charles M. Potee
Charles M. Potee

Russell Potee
by Russell Potee
Attorney in fact

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Andrew E. Sears, Plaintiff,	(	No. 9997 Equity.
vs.	(	In the Circuit Court for Anne Arundel County.
Cornelia Potee, et al., Defendants.	(	

In this case the County Trust Company of Maryland seeks permission of this Court to foreclose the mortgage executed by Michael Potee and Cornelia Potee, his wife, on March 24, 1948, in the original sum of $55,000.00. The mortgage provided that the principal amount became due and payable five years after the date thereof, with interest at the rate of five per centum per annum, payable quarterly. It was also provided that the mortgagors pay on the first day of each month during the term of the mortgage an additional monthly sum or installment of $400.00 as a credit on the principal. Provision was also made that if default be made in the payment of said money, or the interest to accrue thereon at the time limited for the payment of the same, or in case of the breach of any agreement, covenant or condition contained in the mortgage, then the entire mortgage debt shall become due and demandable, and authority was given to proceed with the foreclosure.

Filed 2 Nov., 1950

The mortgage is in default and has been for some months so that there was due as of September 24, 1950, delinquent payments on principal totaling $8355.64 and as of October 19, 1950, the unpaid interest amounted to $1,245.00.

The Receivers are not in a position to pay off the mortgage. They suggest that the unleased and unoccupied portion of the property be sold under foreclosure proceedings and that the remaining property, being the premises known as "Potee's Drive Inn" be administered under the jurisdiction of this Court, under the receivers, to the end and with the hope that all creditors might eventually be paid in full.

The County Trust Company of Maryland, through its officers, believe that they are amply secured and that the value of the "Potee's Drive Inn" is approximately $100,000. It is admitted that the remaining land does not have sufficient value to discharge the mortgage debt. It is contended by counsel for the

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Bank that a partial foreclosure of the mortgage by selling the unleased and unoccupied land would exhaust the power of sale, and might release the remainder of the pledged property from the lien of the foreclosed instrument.

In Wiltsie on Mortgage Foreclosures (5th ed.) sec. 832, p. 1349, it is said the law does not recognize partial foreclosure. See, also, Glenn on Mortgages, vol. 1, sec. 88, p. 533; Layden et al. v. Layden, et al. 228 N.C. 5, 44 S.E. 2d 340; Irons v. American Nat'l. Bank, 178 Ga. 160, 172 S.E. 629; Strickland v. Lowry Nat'l Bank, 140 Ga. 653, 79 S.E. 539; Long v. W. P. Devereaux Co. 87 Mont. 198, 286 P. 402, 405; Tacoma Sav. Bank & Trust Co. v. Safety Co. 123 Wash. 481, 212 P. 726; Hall v. Arnott, 80 Cal. 348, 22 P. 200; Commercial Bank v. Kershner, 120 Cal. 495, 52 P. 848; 59 C.J.S. sec. 573, p. 964.

In the case of Rains v. Mann, 68 Ill. 264, following the decision in Smith v. Smith, 32 Ill. 198, it was held on a second bill for foreclosure that the lien of the mortgage was released as to creditors and as to parties holding the land under the prior foreclosure and sale. The case of Minor v. Hill, 58 Ind. 176, 26 Am. Rep. 70, likewise held that the foreclosure for part of the debt released the land not embraced in the foreclosure.

The power contained in a mortgage for the mortgagee to sell upon default is coupled with an interest and is irrevocable. Powell v. Hopkins, 38 Md. 1, 12. In the absence of fraud, courts do not have the power to deprive the mortgagee of the summary means of realizing his debt, nor can the power be annulled by a subsequent conventional trust created by the mortgagor without the privity or consent of the mortgagee. Powell v. Hopkins, 38 Md. 1, 12; Bachrach v. Washington United Coop. 181 Md. 315, 29 A. 2d 822; Doeller v. Mortgage Guarantee Co. et al. 166 Md. 500, 508.

The order of Court appointing the Receivers did not affect the mortgagee's rights under its mortgage, and as the receivers are not prepared to pay the mortgage debt, permission to foreclose will be granted to the mortgagee to have the mortgage foreclosed in accordance with the provisions of Chapter 12 of the Acts of 1950.

As the proof in this case shows that the mortgage is amply secured, the right of the Receivers to receive the rent accruing due will not be interfered with. High on Receivers, 4th ed. sec. 642, p. 792 et seq.

An order in accordance with the views herein expressed will be

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passed.

LIBER 76 PAGE 499

Chief Judge.

Filed 2 Nov., 1950.

For the reasons set forth in the aforegoing opinion, it is this second day of November, in the year nineteen hundred and fifty, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that permission be, and the same is hereby, given to the plaintiff, through the attorney named in the mortgage, or its assignee, to foreclose the mortgage of Michael Potee and Cornelia Potee, his wife, to the County Trust Company of Maryland, dated March 24, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 462, folio 440 etc., in accordance with the provisions of Chapter 12 of the Acts of 1950.

Chief Judge.

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ANDREW E. SEARS, Odenton, Maryland	*	NO. 9997 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
CORNELIA POTEE, et al Odenton, Maryland	*	ANNE ARUNDEL COUNTY

* * *

ANSWER TO PETITION AND SHOW CAUSE ORDER DATED MARCH 22nd, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes, Marvin I. Anderson and Louis M. Strauss, Receivers of the Estate of Michael Potee and for answer to the Petition and Show Cause Order, says:

1. That they admit the allegations of paragraph Number One of said Petition but they deny the correctness of the indebtedness alleged.

2. That they deny the allegations of paragraph Number Two of said Petition in as much as the mortgage was assigned only as security for an alleged indebtedness by Andrews and Kullen to The Finance Company of America, as will be seen by reference to the answer of The Finance Company of America heretofore filed in this case.

3. That they admit the allegations of paragraph Numbers Three, Five, Six and Seven of said Petition.

4. Answering paragraph Number Four of said Petition they admit that Michael Potee died on May 18, 1950 but they deny that said chattel mortgage was in default, as it was only executed on May 1, 1950.

5. That they deny the allegations of paragraphs Number Eight and Nine of said Petition.

And further answering said Petition and Show Cause Order of March 22, 1951 respectfully represent that the matter of the chattel mortgage sought to be foreclosed on and the debt thereby secured is already under the jurisdiction of this Court and

Filed 4 Apr., 1951

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your Receivers, under order of this Court have taken possession of and leased the said chattels; that the petitioner in this case is a party to these proceedings as will be seen by their answer filed herein. That by reference to their said answer it will be seen that The Finance Company of America took an assignment of two mortgages from Potee to secure an alleged indebtedness of Andrews and Kullen in the amount of $7420.00; that by their answer filed herein the said Finance Company of America claimed only $6183.34. That both of the mortgages assigned to The Finance Company of America by Potee are for the sum of $8520.00.

That at the time the aforesaid mortgages were given to Andrews and Kullen by Potee, the chattels therein mentioned were under lease to John T. and Mabel Whitmore dated February 1, 1949, which lease has not yet expired; that on April 20, 1950 a fi fa was issued and a levy made on said chattels at the suit of Andrew E. Sears; that said lease and levy aforesaid has a priority to said chattel mortgage; that the real estate given to secure the alleged claim of The Finance Company of America has been sold in the foreclosure proceedings by the County Trust Company, #10,086 Equity, in this Court and the Report of Sale shows that a sufficient sum was realized to not only pay the Trust Company but the indebtedness of The Finance Company of America as well.

THEREFORE, your Receivers respectfully show that The Finance Company of America or its assignee should not be permitted to foreclose its alleged chattel mortgage for the following reasons:

1. That the Court has already assumed jurisdiction in the premises and the Receivers of this Court, through their tenants, are in possession of the chattels and any sale thereof should be made by the Receivers.

2. That the alleged mortgage claim of The Finance Company of America should be filed in the foreclosure case known as #10,086 where it can be allowed out of the surplus proceeds of the sale

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according to its legal priority without subjecting the Estate to further costs and expenses.

3. That said chattel mortgage is subject to the prior rights of the lessee.

4. That said chattels sought to be sold were and are subject to an execution and levy issued and laid prior to the execution of said chattel mortgage.

5. That to permit a foreclosure on the chattels at this time would only be an unnecessary burden on the Estate and would be inconsistent with the actions previously taken in this case and would add more confusion to conditions already existing.

AND HAVING FULLY ANSWERED the said Petition and Show Cause Order dated March 22, 1951, your Respondents pray to be henced dismissed with costs.

Marvin I. Anderson

Marvin I. Anderson

Louis M. Strauss

Louis M. Strauss

Receivers of the Estate of
Michael Potee and Respondents
herein.

I hereby certify that on this 4th day of April, 1951, I mailed a copy of the aforegoing answer to Matthew S. Evans, Annapolis, Maryland.

Marvin I. Anderson

Marvin I. Anderson

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ANDREW E. SEARS	*	NO. 9997 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT FOR
CORNELIA E. POTEE, et al	*	ANNE ARUNDEL COUNTY

* * *

PETITION OF GUARDIAN AD LITEM FOR AUTHORIZATION TO CONSENT TO AGREEMENT AND ASSIGNMENT BETWEEN LIBERA MARIA BONSANTO POTEE and SALVATORE POTEE, by MICHELE DELL'AQUILA, their next friend and attorney in fact and CORNELIA E. POTEE and MARVIN I. ANDERSON and LOUIS M. STRAUSS, RECEIVERS and ADMINISTRATORS OF MICHAEL POTEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Hall, Guardian Ad Litem of John R. Potee and Filini Potee, infants, respectfully represent.

1. That it has been proposed that the attached Agreement and Assignment be entered into in settlement of the claims of the alleged widow and son of the late Michael Potee.

2. That your Petitioner believes that said Agreement and Assignment is to the best interest and advantage of the infants but that she is unable to consent thereto without the direction of this Honorable Court.

Wherefore your Petitioner prays the Court to pass an order authorizing and directing the Guardian Ad Litem to enter into said Agreement.

Virginia Hall
Guardian Ad Litem

Filed 1 June, 1951.

ORDER OF COURT

Ordered this 6th day of July, 1951, by the Circuit Court for Anne Arundel County that Virginia Hall, the Guardian Ad Litem heretofore appointed in this case, be and she is hereby authorized to consent to the said Agreement and Assignment it being to the best interest and advantage of said infants.

Benjamin Mulliken
Judge

Filed 6 July, 1951.

THIS AGREEMENT AND ASSIGNMENT, made this 1st day of ~~May,~~ June 1951, between LIBERA MARIA BONSANTO POTEE and SALVATORE POTEE, by MICHELE DELL'AQUILA, their next friend and attorney in fact, parties of the First Part and CORNELIA E. POTEE, party of the Second Part and MARVIN I. ANDERSON and LOUIS M. STRAUSS, Receivers and Administrators of Michael Potee, late of Anne Arundel County, Maryland, deceased;

WHEREAS Libera Maria Bonsanto Potee was married to the late Michael Potee on January 4, 1914, in the town of Vico del Gargano, Province of Foggia, Italy, and a son, Salvatore Potee was born of said marriage on February 25, 1915 in said City, Province and Country. That shortly prior to the birth of Salvatore Potee his father, the late Michael Potee, emigrated to the United States of America on December 12, 1914 and came to live in the State of Maryland and particularly Odenton, Anne Arundel County, where he resided until his death on May 18, 1950; and

Filed 6 July, 1951

WHEREAS the said Michael Potee took up his residence at Odenton, Anne Arundel County, Maryland, and on or about October 14, 1922, entered into an alleged marriage ceremony with Agnes M. Turner by whom he had three (3) children namely Russell Potee, Charles M. Potee and John R. Potee; that said Agnes M. Turner died in the year 1947; and

WHEREAS the said Michael Potee again entered into an alleged marriage ceremony with Cornelia E. Seward (herein called Cornelia E. Potee) at Odenton, Anne Arundel County, Maryland, on January 31, 1948, and one (1) child namely Filini Potee was born of said marriage; and

WHEREAS the said Michael Potee died intestate on May 18, 1950, at Odenton, Anne Arundel County, Maryland; and

WHEREAS Marvin I. Anderson, Esq. and Louis M. Strauss, Esq. were on July 7, 1950, appointed Receivers of the property of the said late Michael Potee by the Circuit Court for Anne Arundel County, and on October 10, 1950, said Marvin I. Anderson

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Esq. and Louis M. Strauss, Esq. were granted Letters of Administration upon the Estate of the said late Michael Potee by the Orphans' Court for Anne Arundel County; and

WHEREAS on December 6, 1950, the said Libera Maria Bonsanto Potee and Salvatore Potee filed their Bill of Complaint in the Circuit Court for Anne Arundel County, in Equity, to enjoin the sale of the property of the said Michael Potee, deceased, and for other relief and at the same time said Libera Maria Bonsanto Potee and Salvatore Potee filed their claims as widow and sole lawful surviving child of Michael Potee in the Orphans' Court for Anne Arundel County. That subsequently the said Cornelia E. Potee filed her Answer to said claims and issues were framed and transmitted by the Orphans' Court for Anne Arundel County to the Circuit Court for Anne Arundel County for trial by a jury, which issues were to determine whether Libera Maria Bonsanto Potee was the legal surviving widow of the late Michael Potee and whether Salvatore Potee was the lawful child of the said Michael Potee; and

WHEREAS counsel for the respective parties after extensive negotiations agreed to resolve the dispute between them and entered into a Stipulation, a copy of which is attached hereto as part hereof respecting the disposition of the aforesaid issues for and in consideration of the following agreement between them; and

WHEREAS under the laws of Maryland the parties to this Agreement are advised that the presumption of law respecting the marriage of the said Michael Potee and the said Agnes M. Turner, and the subsequent marriage after the death of Agnes M. Turner of the said Michael Potee and the said Cornelia E. Seward were and are lawful marriages.

NOW THEREFORE in consideration of the sum of Five Dollars ($5.00) in hand paid by each of the parties hereto to the others and for other good and valuable considerations they and each of them hereby mutually covenant and agree as follows:

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1. That the said parties hereto do hereby assent to, confirm and adopt the terms and provisions of the Stipulation hereto annexed and agree to the findings upon the issues now pending in the Circuit Court for Anne Arundel County, pursuant to said Stipulation.

2. That the said parties hereto do hereby expressly assent to and direct the administration and distribution of the Estate of the late Michael Potee, who died intestate, pursuant to the laws of descent and distribution of the State of Maryland, and in that connection do hereby expressly agree that one-third of the Estate of the late Michael Potee shall be distributed to Cornelia E. Potee as his surviving widow and the remaining two-thirds of said Estate of the late Michael Potee shall be divided equally between Salvatore Potee, Russell Potee, Charles M. Potee, John R. Potee and Filini Potee, being all the children of the said late Michael Potee; and the said parties hereto hereby agree that they will contend for, maintain and support such distribution of said Estate.

3. That the said parties hereto will take such actions as will effectively accomplish the aforesaid distribution; it being understood and agreed that the distributive share payable to Salvatore Potee will be paid to Michele Dell'Aquila as his next friend and attorney in fact.

4. That the said Cornelia E. Potee hereby agrees to pay unto Libera Maria Bonsanto Potee ten per-cent of any and all monies to which the said Cornelia E. Potee was, is and shall be entitled to receive and receive or received as the lawful widow of the said Michael Potee, deceased, and the parties hereto agree that this provision of this instrument shall operate as and be an assignment by the said Cornelia E. Potee to the said Libera Maria Bonsanto Potee of said ten per-cent of the share received and to be received by the said Cornelia E. Potee out of and from the Estate of the said Michael Potee and that said Receivers and Administrators shall

give full force and effect to this provision accordingly; it being understood and agreed by and between the parties hereto that said share or sum so payable as aforesaid to Libera Maria Bonsanto Potee shall be paid to Michele Dell'Aquila as her next friend and attorney in fact.

5. That the said parties hereto do hereby covenant and agree to execute any other and further instruments as shall be necessary to effectuate the terms of this agreement and assignement and they and each of them will execute such releases for or on account of the Estate of Michael Potee so distributed whether the same shall be distributed by the Receivers or the Administrators; it being understood that any releases or instruments required to be executed by Libera Maria Bonsanto Potee and Salvatore Potee shall be executed by Michele Dell'Aquila as their next friend and attorney in fact.

6. It is the intention of the parties hereto with full knowledge of all the facts and circumstances to hereby make the choice, acquiescence and do the acts as herein expressed.

IN WITNESS WHEREOF the First Parties by Michele Dell'Aquila, their next friend and attorney in fact, and the other parties hereto by their own signatures, have hereunto subscribed their names and affixed their seals the day and year first above written.

WITNESS:

Isidor Roman

Libera Maria Bonsanto Potè, by Michele Dell'Aquila, her next friend and attorney in fact

_____ (SEAL)
Libera Maria Bonsanto Potee, by Michele Dell'Aquila, her next friend and attorney in fact

Salvatore Potè, by Michele Dell'Aquila, his next friend and attorney in fact

_____ (SEAL)
Salvatore Potee, by Michele Dell' Aquila, his next friend and attorney in fact

FIRST PARTIES

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Cornelia E. Potee (SEAL)
Cornelia E. Potee

SECOND PARTY

Marvin I. Anderson (SEAL)
Marvin I. Anderson

Louis M. Strauss (SEAL)
Louis M. Strauss

Receivers and Administrators
of Michael Potee, deceased

THIRD PARTIES

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THIS AGREEMENT, made this 1st day of June, 1951, between Russell Potee, party of the first part; and Charles Potee, now in the military service, by Russell Potee, his attorney in fact, and Virginia Hall, guardian ad litem of John R. Potee and Felina Potee, infants, and Libera Maria Bonsanto Potee and Salvatore Potee, by Michele Dell'aquila, their next friend and attorney in fact, and Cornelia E. Potee, parties of the second part, WITNESSETH THAT:

WHEREAS, Andrew E. Sears obtained a judgment in the Circuit Court for Baltimore County against Michael Potee and Russell Potee on the 19th day of April, 1950, for $25,000.00 and on the 20th day of April, 1950, caused to be issued thereon a writ of fi fa directed to the Sheriff of Anne Arundel County, and the Sheriff of Anne Arundel County made a levy on the property of Michael Potee; and

WHEREAS, said Michael Potee died intestate subsequent to said judgment and levy on the property of said Michael Potee; and

WHEREAS, on the petition of Andrew E. Sears, Marvin I. Anderson, Esq., and Louis W. Strauss, Esq., were appointed receivers of the property of Michael Potee; and

WHEREAS, a dispute has arisen between said Russell Potee and said receivers, as to whether his distributive share as heir of Michael Potee should be credited to the estate of Michael Potee for distribution among the other heirs, or on the other hand distributed to him, the said Russell Potee, notwithstanding said judgment; and

WHEREAS, in settlement of said dispute the said Russell

Filed 6 Aug., 1951

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POTEE proposes to release or waive all his right, title and interest in said estate of Michael Potee over and above $1,500.00 on condition that all parties in interest do release, exonerate and forever discharge him from further contributions to or liability under said Sears judgment; and

WHEREAS, said proposal is agreed to by all parties of the second part as a just and fitting solution of said dispute;

NOW, THEREFORE, in consideration of the premises and $1.00 in hand paid by each of the parties hereto to the other parties, they and each of them do hereby mutually covenant and agree as follows:

1. That the said receivers and/or Administrators of the estate of Michael Potee, in their report to Court of the receipts and disbursements of the said estate of Michael Potee shall credit said estate with all right, title and interest, or distributive share, of said Russell Potee, as a child and heir of said Michael Potee, over and above $1,500.00, in full settlement of his, Russell Potee 's, liability under the aforesaid Sears judgment.

2. That the parties of the second part, being all those persons interested in the collection of said Sears judgment, do hereby release, exonerate and forever discharge said Russell Potee from further contributions to, or liability under, said Sears judgment.

3. That the said parties hereto will take and perform such actions as will effectively accomplish the settlement of the dispute as hereinbefore recited,

IN WITNESS WHEREOF, the parties hereto, Russell Potee,

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party of the first part, and Charles Potee by Russell Potee, his attorney in fact, and Virginia Hall, guardian ad litem of John R. Potee and Felina Potee, infants, and Libera Maria Bonsanto Potee and Salvatore Potee, by Michele Dell'aquila, their next friend and attorney in fact, and Cornelia E. Potee, parties of the second part, have subscribed their names and affixed their seals the day and year above written.

WITNESS:

_____

Russell Potee (SEAL)
Russell Potee

Charles Potee
BY Russell Potee (SEAL)
Russell Potee, attorney in fact

Virginia Hall (SEAL)
Virginia Hall, guardian ad litem
for John R. Potee and
Felina Potee, infants

Libera Maria Bonsanto Potee
and
Salvatore Potee

BY Michele Dell'Aquila (SEAL)
Michele Dell'aquila, next friend
and attorney in fact for
Libera Maria Bonsanto Potee and
Salvatore Potee

Cornelia E. Potee (SEAL)
Cornelia E. Potee

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ANDREW E. SEARS	*	NO. 9997 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
CORNELIA E. POTEE, et al	*	FOR
	***	ANNE ARUNDEL COUNTY

PETITION OF GUARDIAN AD LITEM FOR AUTHORIZATION TO EXECUTE AGREEMENT BETWEEN RUSSELL POTEE AND OTHERS PERTAINING TO ANY RIGHTS OF SUBROGATION BY REASON OF THE JUDGMENT OF ANDREW E. SEARS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Virginia Hall, Guardian Ad Litem of John R. Potee and Filini Potee, infants, respectfully represent.

1. That it has been proposed that the attached agreement between Russell Potee and the other heirs and beneficiaries of the Estate of Michael Potee be entered into in settlement of the claims and contentions of the parties by reason of possible rights of subrogation arising out of the judgment obtained by Andrew E. Sears against Michael Potee and Russell Potee.

2. That your petitioner believes that said agreement is to the best interest and advantage of the infants to enable a more prompt settlement of the estate and thereby eliminate further costs and expenses, but that she is unable to consent thereto without the direction of this Honorable Court.

Wherefore your Petitioner prays the Court to pass an order authorizing and directing the Guardian Ad Litem to enter into said agreement.

Virginia Hall
Guardian Ad Litem

ORDER OF COURT

ORDERED this 6th day of July, 1951, by the Circuit Court for Anne Arundel County that Virginia Hall, the Guardian Ad Litem heretofore appointed in this case, be and she is hereby authorized to consent to the said Agreement it being to the best interest and advantage of said infants.

Benjamin Michaelson Judge

Filed 6 July, 1951.

Filed 6 July, 1951.

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LIBERA MARIA BONSANTO POTEE AND SALVATORE POTEE by MICHELE DELL'AQUILA, their next friend and attorney in fact Plaintiffs Vs. MARVIN I. ANDERSON AND LOUIS STRAUSS, Admrs. and CORNELIA E. POTEE Defendants	* * * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY LAW NO. 2713

****

STIPULATIONS

Counsel in this case, with the approval of their respective clients, the parties hereto, after reviewing the facts and applicable law, stipulate as follows:

1. That the affidavits of removal in this case shall be denied by the Court.

2. That when this case is called for trial, testimony shall first be offered by Cornelia E. Potee to prove a prima facie case that she and Michael Potee were lawfully married at Odenton, Maryland, January 31, 1948. The plaintiffs in this case, Libera Maria Bonsanto Potee and Salvatore Potee, her son, will offer no rebuttal testimony.

3. That the adverse party plaintiff, Libera Maria Bonsanto Potee, for the above reasons, will not attempt to rebut the presumption that said Michael Potee was lawfully married to the said Cornelia E. Potee at the time of his death, and that said plaintiff will consent to a verdict for the defendants on Issue No. 1, and the answer to Issue No. 1 shall be NO.

4. That the word "the" in the first line of Issue No. 2 shall be stricken out and the letter "a" be substituted, making same read "a surviving child instead of the surviving child".

5. That the adverse party plaintiff, Salvatore Potee, will not attempt to rebut the presumption that Michael Potee was lawfully married to the said Cornelia E. Potee, but that he was a lawful child of said Michael Potee and entitled to share in his estate with four other children of Michael Potee who survived him, and that the defendants will consent to a verdict for the plaintiff, Salvatore Potee, on Issue No. 2, and the answer to Issue No. 2 shall be YES.

Approved:

Isidor Roman, Attorney for plaintiffs

Michele Dell'Aquila

Michele Dell'Aquila

Linwood L. Clark
Attorney for defendants

Filed 6 July, 1951.

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Petition filed Sept. 26, 1951

ANDREW E. SEARS, Odenton, Maryland	:	NO. 9997 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
CORNELIA POTEE, et al Odenton, Maryland	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

PETITION FOR DECREE PRO CONFESSO AS AGAINST ALBERT KULLEN AND THOMAS ANDREW

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Marvin I. Anderson and Louis M. Strauss, Receivers, respectfully represent:

1. That the Defendants, Albert Kullen and Thomas Andrew were duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the Writ and Supboena.

Marvin I. Anderson
Marvin I. Anderson,

Louis M. Strauss
Louis M. Strauss,
Receivers

Filed Sept. 26, 1951

ORDER OF COURT

It is thereupon this 26th day of September, 1951, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the Complainants are entitle to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesso against the said Defendants, who are Thomas Andrew and Albert Kullen.

Benjamin Nicholson
Judge

ANDREW E. SEARS	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.		
CORNELIA POTEE, et al	*	EQUITY # 9997

*****

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioner, Cornelia Potee, (otherwise known as Cornelia E. Potee), widow of Michael Potee, by Linwood L. Clark, her Attorney, respectfully says:

1. That she is now the undisputed widow of Michael Potee, deceased, whose estate is being administered in this equity proceeding.

2. That Michael Potee, her husband, died intestate May 18, 1950, and on July 7, 1950, this Honorable Court on the bill of complaint in this matter, agreed to by the said Cornelia Potee, et al, did appoint Louis M. Strauss, Esq., and Marvin I. Anderson, Esq., receivers, with power and authority to take possession of all real estate belonging to the said Michael Potee, also known as Mike Potee, and also his goods, wares, merchandise, books, papers and effects, t/a "Potee's Drive In", and to collect the outstanding debts due to the said Michael Potee, subject, nevertheless, to the further direction of this Honorable Court.

3. That said receivers immediately qualified by filing the required bond of $25,000.00.

4. That said real estate has been sold by ~~them~~ assignee of mortgagee with the exception of 2 or 3 unimproved lots; and that all the personal property or effects, so far as presently known, have been sold, and after payment of certain preferred claims there remains a substantial sum for distribution to the widow and children of said deceased, under the laws of this State, after payment of claims filed against said estate in this Court, as well as in the Orphans Court.

5. That she is advised some of the claims, aggregating about $2,500.00 may be disputed, and it may be many months before final distribution may be made, because of expected litigation regarding these disputed claims, and unsold lots.

6. That otherwise there is nothing pending to prevent said receivers from making a first distribution to those entitled under the law, reserving not over $3,500.00 to take care of said disputed claims.

7. That your petitioner, the widow of the deceased, is without funds for the support of herself and Felina Potee, the

Filed 8 Nov. 1951

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infant daughter of the deceased. unpaid

8. That from a conservative examination of the records in this matter the gross amount at present in hand is about $40,596.67, and the face value of claims filed is $6,193.34, leaving a present balance of $34,403.33 for distribution.

WHEREFORE, your petitioner respectfully prays:

a) That an order be passed, requiring said receivers to forthwith pay the undisputed claims filed against said estate,

b) That they withhold a reasonable sum of money in hand to take care of disputed claims, and the cost of this proceeding,

c) That they make, within a reasonable time, a first distribution of said estate to the distributees, as provided by law.

d) And for other required relief according to the exigencies of the case.

And, as in duty bound, etc.

Linwood L. Clark
Linwood L. Clark
Attorney for petitioner

ORDER OF COURT

Upon the foregoing petition, it is ORDERED, ADJUDGED AND DECREED this ____ day of _____, 1951, by the Circuit Court for Anne Arundel County, Maryland, that Louis N. Strauss, Esq., and Marvin I. Anderson, Esq., be and they are hereby authorized and directed, that if this estate be solvent, to forthwith pay the undisputed claims, against said estate, reserving or withholding, in their judgment, a sufficient sum to settle the disputed claims, and pay the costs of this proceeding, and thereafter make a first distribution to those entitled under the law, unless cause to the contrary be shown on or before the ____ day of _____, 1951, provided a copy of this petition and order be served upon them on or before the _____ day of _____, 1951.

_____
Judge

For Order
See next page.

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ORDER OF COURT

Upon the aforegoing petition, it is hereby ORDERED this eighth day of November, 1951, by the Circuit Court for Anne Arundel County, that Louis M. Strauss, Esq., and Marvin I. Anderson, Esq., Receivers and Administrators, be, and they are hereby, directed to make a detailed report or accounting to this Court, showing all receipts and disbursements in these proceedings, together with a list of all claims filed in these proceedings, and any and all claims that are disputed or that may be disputed by them, and also a copy of the Administration Account stated in the Orphans Court, within thirty days from the date of this Order; unless cause to the contrary be shown by them on or before the 23rd day of November, 1951, provided a copy of the foregoing petition and of this Order be served upon them on or before the 16th day of November, 1951.

Benjamin Richardson
JUDGE

Filed 8 Nov., 1951.

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ANDREW E. SEARS	:	NO. 9997 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
CORNELIA POTEE, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

ANSWER OF MARVIN I. ANDERSON and LOUIS M. STRAUSS, Receivers of the Estate Michael Potee to the Petition of Cornelia Potee and to the Show Cause Order thereon dated November 8, 1951.

* * * * * *

To the Honorable, the Judges of said Court:

That your Receivers admit the allegations of paragraphs 1, 2 and 3 of said Petition.

That they deny the allegations of paragraph 4, and say that certain of the property owned by Michael Potee has been sold under foreclosure proceedings and that there are a number of unsold, unimproved lots. That all of the personal property and effects that came into the hands of the Receivers has been sold; that the amount available for distribution is uncertain as hereinafter set forth.

Answering paragraph 5 of said petition they say that is may be sometime before an equitable distribution can be made, depending on a final audit of income tax returns of said Michael Potee and other matters hereinafter set forth.

Answering paragraph 6 of said petition they deny that there is nothing to prevent a distribtion at the present time, but to the contrary, say that testimony has never been taken in this case; that the Federal Governemt has not given your Receivers a final audit as requested on the Fiduciary Returns and is now actively checking into the personal income tax returns of said Michael Potee; that no State fiduciary returns have been made nor has the State of Maryland given your Receivers a final audit as to the returns filed by the Receivers or the said Michael Potee individually. That any distribution at the present time may jeopardize the Receiver's bond as a final audit may disclose in-

Filed 5 Dec., 1951

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come taxes due the Government to such an extent that there would be no surplus; that until the Federal Government clears the Receivers it would be useless to go into the filing of the Maryland State Fiduciary Tax Returns.

That your Petitioners have no knowledge of the allegations set forth in paragraph 7 of said Petition, but say that they are not responsible for the matters involved.

That answering paragraph 8 of said petition your respondents attach hereto a statement of the assets and disbursements made by them and claims filed in this case, No. 9997 Equity, claims filed in No. 10,086 Equity, the foreclosure case, together with a summary showing the total amount of claims so far as same has come to the knowledge of your Receivers.

Further answering said petition and show cause order these Respondents say:

That on the 4th day of June 1951, your Receivers filed a petition in this case requesting the Court to assume jurisdiction over the assets in their hands as Administrators, but the Court declined to assume jruisdiction, although no formal order to this effect was passed.

That on the 25th day of October 1951, your Receivers again filed a petition in this case in which they requested the Court to assume jurisdiction not only of the assets in their hands as Administrators of the Estate of Michael Potee, but also over the sum of $10,299.67 in the hands of James W. Blackhurst, Attorney, as shown by the Auditor's Account in No. 10086 Equity, the foreclosure case, and that said base be set down for the purpose of taking testimony. The Court declined to sign the order attached to said petition although no formal order of denial was signed.

Further answering said petition your Receivers state that there is due and owing to these Receivers from the said Cornelia Potee an undetermined amount which they believe should be approx-

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imately as follows:

For furniture and fixtures belonging to Mike Potee, in the hands of Cornelia Potee, and for rent collected by said Cornelia Potee, according to her admission, from the date of her husband's death, May 18, 1950 as follows:

Furniture & Fixtures:

1 Picture (Shafers) Mike Potee	$5.95
1 Pair Crystal Lamps (Agnes Potee)	20.00
2 Tier Tables @ $16.95 (Mike Potee)	33.90
1 Green Chaize Lounge	27.50
1 Boudoir Chair	37.50
1 Ottoman to match	12.50
1 Television set #641 R.C.A.	895.10
1 Gas Range (residence)	
1 Refrigerator "	

Rent

Rent collected by Cornelia Potee since date of death of husband on May 18, 1950 as follows - - - - - - - - - - - - - - - - - - 1,000.00

June 1, 1950		$790.00
July 1, 1950		
Mrs. A. Rollings	50.00	
Henry Erby	45.00	
Russell Erby	50.00	
Mrs. Hart	50.00	
Mrs. Lgendyle	60.00	255.00
		$1045.00
Less $45.00 claimed to have been prepaid by Henry Erby		45.00
		$1,000.00

Cash on hand at the date of death?

That the said Cornelia Potee be requested to account for the above property and rent and that the value of same be charged against her distributive share, if any.

That your Receivers again request this Honorable Court to pass an order directing the said James W. Blackhurst, Attorney in No. 10086 Equity, turn over to the Receivers all funds now in his hands together with any accrued interest; that the Court assume jurisdiction of all funds in the hands of the Receivers, including the funds paid over to the Receivers by the Administrators; that testimony be taken for the proof of the allegations of the bill and a determining of the amount due by said Cornrlia Potee to the Receivers.

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And as in duty bound, etc.,

Marvin T. Anderson

Marvin T. Anderson

Louis M. Strauss

Louis M. Strauss, Receivers
of the Estate of Michael Potee

I hereby certify that ~~xxx~~ I have this 3rd day of December 1951, mailed a copy of this Answer to Linwood L. Clark, Solicitor for the Complainant, Cornelia Potee.

Marvin T. Anderson

Louis M. Strauss

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ANDREW E. SEARS	:	No. 9997 Equity
VS.	:	Circuit Court for
CORNELIA POTEE	:	Anne Arundel County

SUMMARY

Total Assets		$27,346.92
Total Disbursements	$ 3241.11	
Total Claims Filed in No. 9997 Equity	19756.94	
Total Unpaid Claims in No. 10,086 Equity.	523. 21	
	$ 23,521.26	
Balance	3,825.66	
	$ 27,346.92	$27,346.92

ANDREW E. SEARS	:	No. 9997 Equity
VS.	:	Circuit Court for
CORNELIA POTEE, et al.	:	Anne Arundel County

STATEMENT OF ASSETS, DISBURSEMENTS
* AND CLAIMS FILED.

ASSETS

Received from Administrators of the Estate of Michael Potee as per account filed in Orphans Court		$7932.63
7/26/50	Monumental Life Ins. Cp. payment on policy #181256--Michael Potee	1000.00
7/28/50	Sale ofnautomobile	3375.00
8/1/50	J. T. & Mabel A. Whitmore (Aug. rent)	485.00
8/1/50	Mary C. Hart (Aug. rent)	50.00
8/1/50	J. T. & Mabel A. Whitmore (July rent)	485.00
8/4/50	Sgt. Glendye (Aug. rent)	60.00
8/9/50	General Motors Acceptance Corp. (refund)	44.29
8/15/50	J. T. Whitmore (rent to 9/1/50	815.00
9/6/50	J. W. Whitmore (rent to 10/1/50)	1300.00
10/4/50	J. W. Whitmore (rent to 11/1/50)	1300.00
11/4/50	J. W. Whitmore (rent to 12/1/50)	1300.00
12/29/50	J. W. Whitmore (rent-1/1/51)	1150.00
12/29/50	J. W. Whitmore (rent to 1/1/51--balance)	150.00
1/5/51	J. W. Whitmore (rent to 2/1/51)	1300.00
2/6/51	J. W. Whitmore (rent to 3/1/51)	1300.00
3/8/51	J. W. Whitmore (rent to 4/1/51)	1300.00
5/7/51	Roscoe C. Coleman--proceeds of sale of fixtures and furniture, etc.	4000.00
		$27,346.92

DISBURSEMENTS

7/28/50	Clerk of Court for certified copies of Court Order, etc.	$ 4.00	
7/28/50	F. N. Bank for check book	2.00	
7/28/50	General Motors Acceptance Corp. for balance due of automobile.	1215.88	
8/4/50	Marvin I. Anderson, Agent	125.00	
8/7/50	Capital Gazette Press (adv.)	24.08	
8/1050	National Cash Reg. Co. fully payment on con. sale cont. for cash register #4579290	236.30	
8/16/50	T. B. Silcott Alk-Cert. copies	1.00	
8/28/50	Treas. A. A. Co. 1949 & 1950 St. & Co. taxes Lots 21-22 Blk.7	2.12	
8/28/50	Clk. of Circuit Ct. Rec. deed from Culver deed	4.00	
10/4/50	Marbert Motors, Inc.	86.77	
10/31/50	Milton R. Smith	1.00	
11/3/50	Treas. A. A. Co. 1948-49-50 S & Co. taxes on Lots from M. A.	9.19	
11/3/50	Rec. deed	2.25	
		$1713.59	$27,346.92

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Amount forwarded		$1713.59	$27,346.92
2/27/51	Capital Gazette press notice to creditors	8.00	
3/13/51	George W. Scible, Auctioneer fee	50.00	
3/15/51	Louis M. Strauss Adv. in Gazette	13.12	
5/14/51	Collector of Int. Rev. 1950 Fed. Income Tax	194.62	
10/24/51	Collector of Int. Rev. 1950 Fed. In. Tax	1071.80	
	Myrtle Sturm--preparation of State & Fed. In. Tax Returns & Estate Tax Returns	50.00	
	Paid Clemence Burwell Notary Fee	.50	
12/3/51	Marvin I. Anderson, Agent	125.00	
12/3/51	Capital Gazette Press (adv.)	14.48	
Total disbursements		$3241.11	$27,346.92

Cash Balance in Hands of Rec. $24,105.81

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CLAIMS FILED IN NO. 9997 EQUITY.

1.	Charles Baker	$ 600.00
2.	Singleton Funeral Home balance	400.50
3.	Mable Whitmore	1000.00
4.	John G. & Lorine Lynbanovich	1335.00
5.	Cons. Gas & Electric	368.85
6.	Dept. of Employment Security	9.86
7.	Balto. News American	418.05
8.	Ralph G. Snyder	35.00
9.	Atty. J. W. Blackhurst for Stanley J. Willis	1017.16
10.	Andrew's Vending Co. Matthew Evans Assignee mortgage	8520.00
11.	Walter Harrison & J. G. Turnbull	500.00
12.	Roy H. Bogan, Atty. John Demyan, Jr.	28.00
13.	Hiens Brother's	517.09
14.	Clyde M. Seward Atty. V. C. Brice, Cambridge, Md.	226.00
15.	Capital Broadcasting Co.	54.00
16.	State & County Taxes	21.19
17.	Joseph H. Griscom, Treas., Taxes	40.80
18.	Charles L. Ball, Jr., & Lois Long Bell	1638.34
19.	Mabel Whitmore & J. W. Whitmore, lease	1050.00
20.	Nat. Store Fixture Sales Co.	72.69
21.	Surburban Propane Gas Corp.	41.40
22.	J. O. Yingling	79.14
		$17,973.07

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Amount forwarded		$17,973.07
23.	First Ev. Lutheran Church	1040.00 ✓
24.	A. D. Riden	126.82 ✓
25.	R. E. Campbell, & T. A. Campbell Dis. Co.	572.88 ✓
26.	P. Ballantine & Sons	16.10 –
27.	Personal Prop. Tax--1950 J. H. Griscom, Treas.	28.07 –
		$19,756.94

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CLAIMS FILED IN NO. 10,086 EQUITY.

Unpaid balance due on Andrew E. Sears, judgment as shown by auditors account filed in No. 10,086 Equity $523.21

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FIRST AND FINAL ACCOUNT OF THE ESTATE OF MICHAEL POTEE, deceased

By Marvin I. Anderson and Louis M. Strauss, Administrators

IN THE ORPHANS COURT FOR ANNE ARUNDEL COUNTY.

COPY

--- --- ---

These Accountants charge themselves with the amount of Cash received from Towson National Bank $10,000.00

And craves allowance for the following Disbursements:

To:			
Administrators for Commissions	$1,000.00		
Less State Tax on Comms.	100.00		
Administrators		$900.00	
State Tax Commissions		100.00	
Notice to Creditors		8.00	
Premium on Bond		10.00	
Collector Internal Rev.			
W. Tax 2/Q/50			
So. Sec. 2/Q/50		40.63	
Comptroller of Treas.			
1950 State Tax		52.59	
To Marvin I. Anderson and Louis M. Strauss, Attys. for fee as per order of Court		250.00	
Register of Wills, Court Costs		86.15	
Clarence A. Remaley-appraiser		60.00	
T. Carroll Worthington- appraiser		60.00	
Singleton Funeral Bill	900.50		
Account of Funeral Bill	500.00	500.00	
Balance to be accounted for in Receivership case with other creditors	400.50		
		$2,067.37	
Balance paid over to Receivers in No. 9997 Equity as per order of Court		7,932.63	
		$10,000.00	$10,000.00

All claims filed in the Orphans Court have been transferred to Receivers of Michael Potee in No. 9997 Equity in the Circuit Court for Anne Arundel County, see order of Court. A Statement of claims is attached herewith.

Louis M. Strauss

Louis M. Strauss

Marvin I. Anderson
Administrators of the Estate of Michael Potee, deceased.

ANNE ARUNDEL COUNTY, SS.

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On this day of , 1951, came Louis M. Strauss and Marvin I. Anderson, Administrators of the Estate of Michael Potee, deceased, and made oath in the presence 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.

Register fo Wills for Anne Arundel County.

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ANDRES E. SEARS * IN THE CIRCUIT COURT
FOR
VS. ANNE ARUNDEL COUNTY
CORNELIA POTEE, et al EQUITY # 9997
*
***

EXCEPTIONS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petitioner excepts to the show cause answer to her petition and order of Court dated November 8, 1951, and for reason states that said answer "THAT IT MAY BE SOME TIME BEFORE AN EQUITABLE DISTRIBUTION CAN BE MADE" is legally insufficient to justify failure to comply with said order for the following reasons:

FIRST: That said receivers were appointed July 1, 1950, and the same day qualified as such, and obtained from the Court an order vesting them, among other duties, with the "power and authority to take possession of all real estate belonging to Michael or Mike Potee", among which were several valuable unencumbered lots, and to this day no steps have been taken to sell same; in the meantime taxes and other public charges are accumulating.

SECOND: That respecting the Federal and State Government audits of the individual and fiduciary returns of Michael Potee and these receivers, and the waiver of claims from that source, if such be necessary, shows a lack of diligence such as this case requires, and does not excuse these receivers from a first distribution to the heirs, especially the widow who was left with a two-year-old child and no money for their support.

THIRD: That although they show as administrators an account passed in the Orphans Court, the statutory right of the widow with a child to a widow's allowance has been passed up or ignored.

Filed 13 Dec. 1951

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FOURTH: That a year ago one of the receivers, Mr. Anderson, spoke of some rents that she, Cornelia Potee, had collected from the apartment tenants in this matter, and he was informed by her that there was no one authorized by the Court to collect rents or in anyway to care for said estate until July 7, 1950, and that in the meantime she had collected the rents, watched over and cared for the properties of her husband, and had paid for and on account of said estate considerable more than she had collected; that she had expected this question to be raised in the proper way and at the proper time, but had not expected that it would be given as a reason for non-compliance with the reasonable and understandable order on her petition for a partial distribution.

FIFTH: That she desires the Court to know that immediately after her husband's death she applied for letters of administration on his estate, which was opposed by Mr. Anderson, acting as Attorney for one of the children of Mr. Potee by his former wife; that although she applied again, requesting action so that the estate would have some responsible authority over her husband's estate, but no action was taken by the Orphans Court until suddenly on October 10, 1950, these receivers filed an application for their appointment as Administrators, and the same day letters were granted to them without any notice whatever to her, the widow, who was lawfully entitled to letters; that in the meantime said receivers had been appointed, and that she cooperated with them in every conceivable way to get an early settlement of the cause, having delivered to them in person all the papers of every kind pertaining to the properties and business of her husband.

SIXTH: That she had concluded not to file any claim

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against said estate covering disbursements by her on account of same, being satisfied for the receivers to charge her in the settlement of the estate with the rents she had collected as aforesaid and accept from her a statement of outlays by her, all of which was before she had independent counsel; but now she feels justified in filing and pressing her claim since she is satisfied that her conciliatory attitude in this matter has been turned against her instead of in her favor. Therefore she has prepared and filed her claim and requested an order on same subject to exceptions.

SEVENTH: That she was under the impression the total number of claims against the estate were those recorded a month or so ago in this cause, and was later surprised at the number of claims that had come over from the Orphans Court; that notwithstanding them at the full value, her contention is that a first administration account could safely be passed to relieve her present distress.

EIGHTH: That if testimony in this case is required before anything more can be done, and if an order of Court authorizing the sale of the unsold lots is required before they may be sold, this lack of reasonable diligence in taking said testimony and getting such authority is not legally sufficient ground against compliance with the order of this Honorable Court of November 8, 1951.

Linwood L. Clark
Linwood L. Clark
Attorney for Cornelia Potee

This is to certify that a copy of these EXCEPTIONS was mailed to Marvin I. Anderson, Esq., this 12 day of December 1951.

Linwood L. Clark
Attorney for Cornelia Potee

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ANDREW E. SEARS, PLAINTIFF.	:	
VS.	:	NO. 9997 EQUITY
CORNELIA POTEE, and others, DEFENDANTS.	:	

:::::::

ORDER OF COURT

Filed 13 Mar., 1952

It is this thirteenth day of March, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, on the court's own motion, ADJUDGED and ORDERED:

(1) That the receivers herein, within one week from this date, file a supplemental report herein showing their receipts and disbursements since the filing of the report filed herein on December 5, 1951.

(2) That this case be, and the same is hereby, referred to the auditor for the statement of an account, wherein she shall charge said receivers with all the funds which have come into their hands, and, after crediting them with their commissions, their lawful expenses, the costs of this case and other items properly allowable, including one thousand dollars ($1,000.00) to be held by said receivers subject to the further order of this court in the premises to protect them against any tax liability to the Federal Government, or the State of Maryland, she shall audit to the several creditors of the said Michael Potee's estate (except Andrew E. Sears and Matthew S. Evans, assignee, who have been provided for in No. 10,086 Equity) such amounts as may be necessary to pay said creditors in full, and then distribute one-third of the balance remaining to Cornelia Potee, as the said Michael Potee's lawful widow, and the remaining

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two-thirds thereof amongst said Michael's five sons, namely: Russell Potee, Charles N. Potee, John R. Potee, Filini Potee and Salvatore Potee, provided that in distributing said two-thirds amongst said five sons, she shall, if necessary, give effect to the agreement of the said Russell Potee of June 1, 1951, wherein he relinquished his interest in his father's estate except for fifteen hundred dollars ($1500.00).

(3) That in said account said auditor shall allow said receivers compensation at the rate of one percent on the seventy-nine hundred thirty-two and 63/100ths dollars ($7932.63) turned over by said Marvin I. Anderson and Louis M. Strauss, administrators of the said Michael Potee's estate, to them as the receivers herein, and at the rate of five percent on the balance of the funds which have come into their hands.

(4) That nothing herein contained shall preclude any party in interest from excepting to the ratification of the auditor's account herein directed to be stated, and thereby questioning any allowance therein made, it being expressly declared that this court does not, by this order, intend to determine any substantive rights.

James C. Clark
Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ANDREW E. SEARS, PLAINTIFF.	:	
VS.	:	NO. 9997 EQUITY
CORNELIA POTEE, and others, DEFENDANTS.	:	

:::::::

M E M O R A N D U M

Filed 13 Mar., 1952

Michael Potee, late of Anne Arundel County, deceased, departed this life, intestate, May 18, 1950, seized of some rather valuable real estate and possessed of considerable personalty. This property was subject to the following liens, namely:

(1) Certain of said real estate was subject to liens made by said Michael and Cornelia Potee, a lady posing as, and claiming to be, his wife, to the County Trust Company of Maryland, on which there was due a balance of a little over fifty thousand dollars ($50,000.00).

(2) All the real estate of which said Michael died seized was subject to the lien of a judgment recovered by Andrew E. Sears against him and Russell Potee, one of his sons, in the Circuit Court for Baltimore County, on April 19, 1950, for twenty-five thousand dollars ($25000.00) with interest, etc., a copy of the same having been duly recorded in the office of the clerk of this court.

(3) Certain of said real estate and certain of said personalty was subject to a mortgage given by said Michael and said Cornelia to Thomas Andrew and Albert Kullen, trading as Andrew Vending Company, dated May 1, 1950, to secure the payment of eighty-five hundred twenty dollars ($8520.00), in monthly installments.

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There were also quite a number of unsecured claims against his estate.

On July 7, 1950, the said Andrew E. Sears filed his bill of complaint herein praying for the appointment of a receiver or receivers to take charge of all the assets, real or personal, left by said Michael, and to collect the rents to which his estate was entitled, or should become entitled, and to preserve and distribute the same under the court's direction; and, on the same day, Marvin I. Anderson and Louis M. Strauss, Esquires, of the Anne Arundel County Bar, were appointed such receivers, and duly qualified by filing their duly approved bond, and, thereupon, proceeded to gather in the assets due said estate.

At the time of his death, said Michael held the cashier's check of The Towson National Bank dated May 3, 1950, for ten thousand dollars ($10,000.00), and, notwithstanding the fact that said Andrew E. Sears had laid an attachment in said Bank's hands in an effort to garnish said ten thousand dollars ($10,000.00), the Circuit Court for Baltimore County awarded said ten thousand dollars ($10,000.00) to said Michael's estate, but refused to order it paid to anyone but administrators duly appointed by the Orphans' Court of Anne Arundel County. On October 10, 1950, said court granted letters of administration on said Michael's estate to the said Marvin I. Anderson and Louis M. Strauss who duly qualified, and, in due course, collected said ten thousand dollars ($10,000.00).

On November 8, 1950, James W. Blackhurst, as the assignee of said County Trust Company's first mortgage, covering a large part of said Michael's real estate, instituted a suit for the foreclosure thereof under the power therein contained. That case is No. 10,086 Equity. In due course,

the court (Chief Judge Boylan) passed an order in the instant case granting Mr. Blackhurst permission to proceed with said foreclosure, and authorized him to sell said mortgaged property in execution of the power vested in him by said mortgage.

Said Michael had immigrated to this country from Italy some years ago, and, after he came here, had married a certain Agnes Turner, and, by her, had three children, namely, Russell Potee, Charles N. Potee and John R. Potee. Said Agnes departed this life in 1947, and, thereafter, said Michael intermarried with said Cornelia by whom he had one son, namely, Filini Potee. On December 6, 1950, a woman, calling herself Libera Maria Bonsanto Potee, and a man, calling himself Salvatore Potee, filed their bill of complaint in this court (the case being No. 10,019 Equity), wherein they claimed that said Michael had intermarried with said Libera before he had immigrated from Italy to America, that she was his lawful wife at the time of his death, that said Salvatore was his legitimate son, and that, as such lawful widow and son, they were entitled to share in his estate to the exclusion of said Cornelia and the above named children.

On January 12, 1951, this court (Judge Michaelson), by an order passed in said foreclosure case, authorized and directed the said James W. Blackhurst to proceed with the sale of the property covered by his said mortgage notwithstanding said claim of said Libera, and directed him to bring the proceeds thereof into court so that a reasonable part thereof could be set aside and held to take care of any dower claim which the said Libera might be able to substantiate. On May 23, 1951, Judge Michaelson passed another order, wherein he fixed one-ninth of the proceeds of sale as the amount to be held as aforesaid.

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Mr. Blackhurst sold the real estate covered by said mortgage for ninety-two thousand dollars ($92,000.00), and the sale was duly reported to, and ratified by, this court in said foreclosure case. An auditor's account was then stated, wherein ten thousand two hundred ninety-nine and 67/100ths dollars ($10,299.67) was audited to the said assignee to be held by him, subject to the further order of this court in the premises, to take care of any claim for dower which said Libera might be found to have. After said amount was set aside and the costs and expenses paid, amounts necessary to pay said County Trust Company's liens were then audited in satisfaction thereof, and the whole amount due on said Andrew E. Sears' judgment was paid except for five hundred twenty-three and 21/100ths dollars ($523.21).

Issues to determine the status of said Libera and said Salvatore were duly framed by the Orphans' Court of Anne Arundel County and sent to this court for trial (No. 2113 Law); but, before the same were tried, all the parties in interest entered into an agreement dated June 1, 1951, whereby they agreed that said Cornelia, the woman with whom said Michael was living at the time of his death, should be recognized as his lawful widow, and that said Salvatore should be recognized as his legitimate son and permitted to share in said Michael's estate along with the three children by said Agnes, and the one by said Cornelia. When the issues framed as aforesaid came on for trial in this court in No. 2113 Law, the same were submitted to and tried before Judge Michaelson, and his verdict was (1) that said Libera was not the legal surviving widow of said Michael, (2) that said Libera had been lawfully married to said Michael on January 14, 1914, and (3) that said Salvatore was the legitimate son of said Michael and Libera. This verdict was duly certified back to said Orphans' Court, and an order duly entered sustaining the

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same.

A number of claims have been filed against said Michael's estate; and all the parties in interest are clamoring for a settlement. No one, however, has taken any effective steps to bring about that settlement. At the hearing I held on February 7, 1952, some of the counsel seemed to think that I should constitute myself a one-man grand jury, or, possibly, a one-man congressional committee, and investigate the validity of all the claims filed against the estate whether said claims had been excepted to or not. A judge who did that would be usurping the functions of a lawyer, and thereby taking the bread out of the mouths of members of the bar. Furthermore, I cannot see any fairness in requiring creditors, whose claims were not disputed, to go to the expense of formally proving them. I therefore declined to investigate the claims, and suggested that if counsel wanted them investigated, they should file exceptions to their allowance so as to formally bring the matter before the court. I am not concerned with who is responsible for the delay in winding up this case. I think it should be settled up, and, while there is nothing formally before me at this time, I am going to assume the responsibility of seeing that that is done.

As I see it, there are sufficient funds in hand to pay creditors in full with a respectable surplus left over for distribution to the widow and children. As it has now been definitely established that said Libera has no claim for dower in the lands of which said Michael died seized, and, as said Cornelia has never filed with the Orphans' Court of Anne Arundel County, or with the Register of Wills thereof, a signed written election to take the dower to which she might have been entitled (Code, Article 46, section 4), there is, as I see it, nothing to prevent my

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going ahead.

I shall first pass an order in said foreclosure case directing the auditor to state a second and final account therein, wherein she shall charge the assignee with the ten thousand two hundred ninety-nine and 67/100ths dollars ($10,299.67) audited to him as aforesaid, and, after crediting him with any expenses or costs properly incurred since the stating of said first account, she shall audit (1) to the said Andrew E. Sears a sum sufficient to pay the balance due him on his said judgment, (2) to Matthew S. Evans, assignee of the mortgage from said Michael and said Cornelia to said Thomas Andrew and Albert Kullen, trading as Andrew Vending Company, dated May 1, 1950, as aforesaid, the amount due on said mortgage (said mortgage being a lien on at least a part of the land sold by Mr. Blackhurst as aforesaid), and then distribute the balance remaining, one-third to the said Cornelia, and the remaining two-thirds thereof to said Michael's five sons.

I shall then pass an order referring the instant case to the auditor for the statement of an account, wherein she shall charge the receivers with all the funds which have come into their hands, and, after crediting them with their commissions, their proper expenses, the costs of this case, and other items properly allowable, she shall allow the several claims filed herein (except those which will be paid in full out of the funds in the foreclosure case), and then distribute one-third of the balance to said Cornelia, and the remaining two-thirds thereof amongst said five sons.

As I analyze the situation, the receivers have approximately twenty-four thousand one hundred five and 81/100ths dollars ($24,105.81) in hand (see their report filed December 5, 1951), and, after eliminating the two claims which

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I have ordered paid out of the fund in the foreclosure case, the claims filed herein (including said Cornelia's claim) will amount to only some thirteen thousand ($13,000.00) to fourteen thousand dollars ($14,000.00), so it can be readily seen that there is no danger of any creditor suffering as the result of my plan.

I am advised that the receivers are afraid that they may be under some tax liability to the State of Maryland as well as to the Federal Government. I am further advised, however, that the Federal Government has completed its audit of the returns for income taxes due it, and has found no deficiency and has so advised said receivers. I do not want the receivers to suffer any personal loss for, or on account of, any taxes said Michael or his estate might owe either the State of Maryland or the Federal Government; but I think they should take immediate steps to clean up those matters. In the meanwhile, I will order the auditor to audit one thousand dollars ($1,000.00) to said receivers to be held by them, subject to the court's order, to take care of any tax liability which might be asserted by either the State or the Federal Government against them.

There is no invariable rule established for fixing the amount of compensation to receivers, and every case is determined according to its special circumstances, and the capacity, integrity and responsibility required and employed. (See Judge Parke's opinion in County Corporation vs. Semmes, 169 Maryland 501, 524-525). The matter is within the sound discretion of the chancellor, and, while his judgment will ordinarily not be disturbed, it is reviewable by the Court of Appeals. "It may be said that the rate of compensation should vary according to the degree of difficulty or facility in the collection of different receipts, and that large sums of money easily collected should be at a low percentage."

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(Ibid, page 525). The commissions allowed the permanent trustee of an insolvent are fixed by the Code at "not exceeding six percent upon the estate of the insolvent." (Code, Article 47, section 22). The duties of a receiver are quite analogous to those of such permanent trustee, so I feel that that provision is very pertinent. The rules of this court (Rule 14) provide for allowances to trustees and receivers on sales made by them. While a sliding scale is thereby laid down, the percentages amount to one hundred twenty dollars ($120.00) on the first three thousand dollars ($3,000.00) of each sale, and three percent on the balance, up to twenty-five thousand dollars ($25,000.00). I think that very pertinent. This rule also provides that said allowances may be increased or decreased as circumstances may dictate.

An analysis of the twenty-seven thousand three hundred forty-six and 92/100ths dollars ($27,346.92) which had come into the receivers' hands at the time of the filing of this report on December 5, 1951, shows that the same came from the following sources, namely:

Rents, 13 items,.....	$10995.00
Sales, 2 items,.....	7375.00
Proceeds Life Insurance Policy,.....	1000.00
Refund from General Motors Acceptance Corporation,.	44.29
From Marvin I. Anderson and Louis M. Strauss, Administrators,.....	7932.63
Total,.....	$27346.92

Now, on the last item, said receivers have already been allowed a commission of nine hundred dollars ($900.00) plus a fee of two hundred fifty dollars ($250.00) or a total of eleven hundred fifty dollars ($1150.00). While their liability as receivers is distinct from their liability as administrators, the fact that they have already gotten that eleven hundred fifty dollars ($1150.00), and that all they, as receivers, had to do to collect that seventy-nine hundred thirty-two and 63/100ths dollars ($7932.63) was to endorse

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the check and put it in the Bank, should be taken into consideration. I will, accordingly, instruct the auditor to allow them compensation at the rate of one percentum on said seventy-nine hundred thirty-two and 63/100ths dollars ($7932.63), and at the rate of five percent on the balance of the moneys which have come into their hands. Five percentum is more than they would have gotten under Rule 14 on the two sales of thirty-three hundred seventy-five dollars ($3375.00) and four thousand dollars ($4,000.00) respectively; and, in my judgment, is very liberal on the moneys collected.

The procedure which I am adopting will require the filing of exceptions to the allowance of any claims which any party in interest desires to contest; but, under the circumstances, that cannot be avoided. It would have been better if these exceptions had been filed and the validity of the claims excepted to determined, before the statement of the account (Miller's Equity Procedure, section 541, page 639). But, counsel saw fit not to do it that way; and I am unable to determine from looking at them which of these claims are valid and which are not. I make no claim to clairvoyancy. Counsel for the several parties will now have to investigate those several claims and attack any they wish to attack by proper exceptions filed to the ratification of the auditor's accounts which I am ordering stated. If they do not except, the claims will be paid in full; if they do, the court will give them an early hearing and promptly determine the questions raised. "Every exception to an auditor's account ought to point out the particular error or errors objected to. General exceptions, which only transfer the examination of the papers from the auditor to the chancellor, cannot be considered." (Miller's Equity, section 545, page 643).

B Woodward James Clark

Judge.

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In the Case of

Andrew E. Sears

vs.

Cornelia Potee,
et al

In the

Circuit Court

For

Anne Arundel County

No. 9997 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 Apr., 1952.

April 17, 1952

All of which is respectfully submitted.

Laura K. Gickling
Auditor.

Dr. Andrew E. Sears vs. Cornelia Potee, et al

			in ac.	
To Receivers for Commissions, viz:				
5% of $19,414.29 - (Order of 3/13/52)	970	71		
1% of $7,932.63 - (Order of 3/13/52)	79	33	1,050	04
To Receivers for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	159	75		
Jos. W. Alton, Jr. - Sheriff's costs	8	70		
Chas. M. Russell - Sheriff's costs	9	50		
Jos. C. Deegan - Sheriff's costs	3	60		
Virginia Hall - Guardian ad litem	4	00		
Auditor - stating this account	90	00	295	55
To Receivers for Expenses, viz:				
Capital-Gazette Press - advertising sale of car	24	08		
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - advertising sale of chattels and handbills	27	60		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - 1950 and 1951 bond premiums	250	00		
Clerk of Court - certified copy of Order	4	00		
Farmers National Bank - 3 check books	6	00		
T. B. Silcott, Clerk - certified copies	1	00		
Clerk of Court - recording Culver deeds	6	25		
George W. Scible - auctioneer's fee	50	00		
L. E. Armiger - appraisal restaurant and bar equipment	45	00		
Maurice Snyder - " " " "	45	00		
Myrtle Sturm - preparing income tax reports	50	00		
Clememce C. Burwell - notary fee		50		
Mildred F. Bean - notary fee		75		
Margaret B. Hendrix - notary fee		75		
Gloria N. Bates - notary fee		75		
Milton R. Smith - certified copy of judgment	1	00	526	68
To Receivers for Property taxes, viz:				
1949 and 1950 State & County taxes on Lots 21 and 22 - Block 7	2	12		
1948, 1949 and 1950 State and County taxes on Lots 20 and 23 Block 7	9	19		
1951 State & County taxes on Lots 1,2,3 and 4, 21 and 22 - Block 7; 13 to 18 and part of 19 - Section 11	22	85	34	16
To Receivers for Income Taxes, viz:				
Collector of Internal Revenue -				
1950 Federal income tax	194	62		
Balance 1950 Federal income tax	1,071	80		
Penalty and interest	301	86		
1951 Federal income tax	12	69		
Comptroller of the Treasury -				
1950 State income tax	113	93		
1951 State income tax	3	06	1,697	96

To Receivers for Payments Authorized by Court, viz:					
General Motors Acceptance Corp.- balance due on automobile (Order 7/13/50)		1,215	88		
National Cash Register Co. - balance due on cash register (Order 8/9/50)		236	30		
Marbert Motors, Inc. - cost of repairs to automobile (Order 10/10/50)		86	77		
Cornelia Potee - widow's allowance (Order 12/19/51)		150	00	1,688	95
To Receivers for amount held in reserve to protect them against further tax liability, as per Order of 3/13/52		1,000	00	1,000	00
To Receivers for Claims Filed - (Schedule A hereto attached) viz:		13,164	23	13,164	23
BALANCE FOR DISTRIBUTION	$7,889.35				
Distributed to heirs of Michael Potee in accordance with Order of Court dated 3/13/52, viz:					
To Cornelia Potee, Widow - one-third	$ 2,629.78				
Less direct inheritance tax	26.30	2,603	48		
To Russell Potee, son - two-fifteenths	1,051.91				
Less direct inheritance tax	10.51	1,041	40		
To Charles N. Potee, son - two-fifteenths	1,051.91				
Less direct inheritance tax	10.51	1,041	40		
To John R. Potee, son - two-fifteenths	1,051.91				
Less direct inheritance tax	10.51	1,041	40		
To Filini Potee, son - two-fifteenths	1,051.92				
Less direct inheritance tax	10.52	1,041	40		
To Salvatore Potee, son - two-fifteenths	1,051.92				
Less direct inheritance tax	10.52	1,041	40		
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		78	87	7,889	35
				27,346	92

with Marvin I. Anderson and Louis M. Strauss, Receivers Cr.

1950				
July	26	Monumental Life Insurance Co. - proceeds of Policy #181256	1,000 00	1,000 00
July	28	Proceeds sale of automobile	3,375 00	
		Proceeds sale of furniture and fixtures	4,000 00	7,375 00
		Rent collected by Receivers from 8/1/50 to 4/1/51	10,995 00	10,995 00
		General Motors Acceptance Corp. - refund re: Cadillac	44 29	44 29
		Amount received from Administrators of Estate of Michael Potee, as shown by certified copy of Final Account filed herein	7,932 63	7,932 63
				27,346 92

SCHEDULE A

CLAIMS FILED

Capital Broadcasting Co.		$ 54.00
R. E. Campbell, t/a Campbell Distributing Co.		572.88
A. E. Riden & Co.		126.82
First Evangelical Lutheran Church of Odenton -		
Note	$1,040.00	
Interest thereon @ 4% 3½ years	145.60	
		1,185.60
J. O. Yingling		79.14
Suburban Propane Gas Corp.		41.40
Charles Barker		600.00
National Store Fixture Sales Co., Inc.		72.69
Stamey J. Willis -		
Note	$1,017.16	
Interest thereon @ 6% 2 years 1 month	127.13	
		1,144.19
John G. and Lorine Lyubanovich		1,335.00
Hearst Cons. Publications, Inc.		418.05
Mabel Whitmore and Joseph T. Whitmore - guarantee under lease		1,050.00
Charles L. Ball and Lois L. Ball		1,638.24
Hein Bros., Inc.		517.09
Jos. R. Griscom, County Treasurer - 1950 personal property taxes		40.80
Department of Employment Security		9.86
Mabel Whitmore		1,000.00
Clyde M. Seward		226.00
Walter Harrison and John Grason Turnbull		500.00
Cons. Gas, Electric Light & Power Co.		363.85
Singleton Funeral Home - balance due on funeral bill		400.50
Ralph G. Snyder		35.00
Roy H. Bogan		28.00
P. Ballantine & Sons		16.10
Cornelia Potee		1,709.02
Total Claims Filed		$ 13,164.23

Filed 28 Apr, 1952.

ORDER NISI LIBER 76 PAGE 549

Andrew E. Sears

VERSUS

Cornelia Potee,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9997 Equity.

ORDERED, This 28 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.

Filed 12 June, 1952.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,997 Equity
ANDREW E. SEARS
vs.
CORNELIA POTEE, et al.

Ordered, this 28th 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

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 13, 1952

We hereby certify, that the annexed Order Nisi Auditors Account - Equity 9,997 Andrew E. Sears Cornelia Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1952. The first insertion being made the 1st day of May, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie S. Carlson

No. MG.....

Andrew E. Sears	)(	No. 9997 Equity
	)(	In the Circuit Court
vs.	)(	
	)(	for
Cornelia Potee,	)(	
et al	)(	Anne Arundel County

ORDER OF COURT

It is this twelfth day of June, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that the Report and Account of the Auditor filed herein on the twenty-eighth day of April, 1952, be, and the same is hereby, finally ratified and confirmed except as to the following items, as to which exceptions have been filed, namely:

(1) The item of $1,709.02 audited to Cornelia Potee;

(2) The item of $1,335.00 audited to John G. Lyubanovich and Lorine Lyubanovich, his wife; and

(3) The item of $1,638.24 audited to Charles L. Ball and Lois Long Ball.

And the Receivers are directed to apply the funds in their hands as by said Account provided, except as to the three items above mentioned.

And it is further ADJUDGED AND ORDERED that the exceptions filed by Russell Potee to the allowance of the claims of said (1) Cornelia Potee, (2) John G. Lyubanovich and Lorine Lyubanovich, his wife, and (3) Charles L. Ball and Lois Long Ball, be, and the same are hereby, set for hearing in the Court House at Ellicott City on Monday, July 7, 1952, at ten o'clock, A.M.

James E. Cook
JUDGE

Filed 12 June, 1952.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ANDREW E. SEARS,	:	
PLAINTIFF.	:	
VS.	:	NO. 9997 EQUITY
CORNELIA POTEE, and others,	:	
DEFENDANTS.	:	

:::::::

ORDER OF COURT DISPOSING OF EXCEPTIONS TO RATIFICATION OF AUDITOR'S ACCOUNT

Filed 10 July, 1952

The exceptions filed by Russell Potee to the allowance of the claim of Charles L. Ball and Lois Long Ball, his wife, having been dismissed by the exceptant, it is, thereupon, this tenth day of July, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the receivers herein forthwith pay to the said Charles L. Ball and Lois Long Ball the sum of sixteen hundred thirty-eight and 24/100ths dollars ($1638.24) audited and allowed to them in the Auditor's report and account filed herein on April 28, 1952.

And, the exceptions filed by the said Russell Potee to the allowance of the claims of (1) John G. Lyubanovich and Lorine Lyubanovich, his wife, and (2) Cornelia Potee, coming on for hearing, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered, and it is, thereupon, further ADJUDGED and ORDERED:

(1) That the exceptions to the allowance of the claim of the said John G. Lyubanovich and Lorine Lyubanovich be, and the same are hereby, overruled, and that said receivers be, and they are hereby, authorized and directed to

forthwith pay to the said John G. Lyubanovich and Lorine Lyubanovich the sum of thirteen hundred thirty-five dollars ($1335.00) audited and allowed to them in and by said Auditor's report and account.

(2) That the exceptions to the allowance of the claim of the said Cornelia Potee be, and the same are hereby, sustained, that said claim be, and the same is hereby, disallowed in its entirety, and that said receivers be, and they are hereby, directed to disburse the seventeen hundred nine and 02/100ths dollars ($1709.02) audited to the said Cornelia Potee in and by said account in the manner following, that is to say:

To Miss Anne Jones for her services as reporter,.....		$ 10.00
To Cornelia Potee, widow of Michael Potee, one-third the balance,.....	$566.34	
Less direct inheritance tax,.....	5.66	560.68
To Russell Potee, a son, two-fifteenths,.....	226.53	
Less direct inheritance tax,.....	2.26	224.27
To Charles N. Potee, a son, two-fifteenths,.....	226.53	
Less direct inheritance tax,.....	2.26	224.27
To John R. Potee, a son, two-fifteenths,.....	226.54	
Less direct inheritance tax,.....	2.27	224.27
To Filini Potee, a son, two-fifteenths,.....	226.54	
Less direct inheritance tax,.....	2.27	224.27
To Salvatore Potee, a son, two-fifteenths,.....	226.54	
Less direct inheritance tax,.....	2.27	224.27
To R. Glenn Prout, Register of Wills, total direct inheritance tax as above,.		16.99
Total,.....		$1709.02

Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANDREW E. SEARS Plaintiff	:	
vs.	:	NO. 9997 EQUITY
CORNELIA POTEE, and others, Defendants	:	

PETITION OF RECEIVERS FOR DISCHARGE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson and Louis M. Strauss, Receivers, respectfully shows:

1. That they were appointed Receivers in this case, and the assets have been fully administered and dispersed pursuant to the several Orders of Court passed therein.

2. That all of the creditors have been paid in full and that the only assets remaining belonging to Michael Potee, deceased, is certain real estate consisting of a number of unimproved lots at "Academy" in the Fourth Election District of Anne Arundel County.

3. That Cornelia Potee, the widow, has already filed a bill for the sale of said property for the purpose of partition among the heirs.

4. That your petitioners pray that it is necessary for your petitioners to be formally discharged before said real estate can be sold.

WHEREFORE, your petitioners pray that they be discharged as Receivers in the above entitled case.

And as in duty bound, etc.,

Marvin I. Anderson
Marvin I. Anderson

Louis M. Strauss
Louis M. Strauss
Petitioners

Filed 6 Sept., 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 6th day of September in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson and Louis M. Strauss, Receivers, and made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial,

Mildred F. Bean
Mildred F. Bean Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

ORDER OF COURT

Upon the aforegoing petition and it appearing to the Court that said estate has been fully administered, it is ORDERED this 8th day of September, in the year 1952, by the Circuit Court for Anne Arundel County that the said Marvin I. Anderson and Louis M. Strauss be and they are hereby discharged as Receivers in the above entitled case.

Benjamin Michaelson
Judge

Filed 8 Sept, 1952

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IN THE MATTER OF THE SALE	:	No. 10,424 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
RALPH P. NELSON AND CATHERINE	:	for
H. NELSON, HIS WIFE.	:	Anne Arundel County

Mr. Clerk:

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

Frank S. Tillman
ATTORNEY NAMED IN MORTGAGE.

Filed 28 Feb., 1952

LIBER 76 PAGE 556 LIBER 460 PAGE 592

No. 10,424 Equity

MORTGAGE FEE—COUNTY

This Mortgage, Made this 16th day of March, - - - in the year nineteen hundred and forty-eight (1948), by and between Ralph P. Nelson and Catherine H. Nelson, his wife, of Washington, District of Columbia, parties of the first part, hereinafter called "MORTGAGORS"; and the County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called "MORTGAGEES", Witnesseth:-

WHEREAS, the said MORTGAGORS have received by way of loan from the said MORTGAGEE an advance in the sum of Three Thousand Dollars ($3,000.00), to complete the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, payable in five years from the date hereof, with interest thereon at the rate of five per cent per annum, payable monthly; it being understood and agreed by the parties hereto that the said MORTGAGORS shall pay not less than the sum of Fifty Dollars ($50.00) monthly, the interest to be first deducted and the balance to be applied on the principal, the remaining balance on principal to be due and payable five years from the date hereof; and

Filed 28 Feb. 1952

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

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

All those five lots or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and being known and designated as Lots Numbers One Thousand Six (1006), One Thousand Seven (1007), One Thousand Eight (1008), One Thousand Nine (1009), and One Thousand Ten (1010), together with the right, title and interest ~~of the said MORTGAGORS, of, in~~, in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", Sheet Number 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod I, Plat 6 (formerly recorded in Plat Book F.S.R. 3, folio 20).

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Being the same property conveyed to the within named Mortgagors by Robert E. Priset and Ruth L. Priset, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

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

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

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

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

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thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors -xxxxxxxxxxxxxxxxxxxx or assigns, or George E. Rullman, its - - - - - - - - - - - - - - Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty ($50.00)- - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors - -xxxxxxxxxxxxxxxxxxxx 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 heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors

TEST:

Ruby W. Chaney
Ruby W. Chaney

Ralph P. Nelson (SEAL)
Ralph P. Nelson

.... (SEAL)

Catherine H. Nelson (SEAL)
Catherine H. Nelson

.... (SEAL)

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LIBER 460 PAGE 595 LIBER 76 PAGE 559

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

I Hereby Certify, that on this 16th day of March, - - - - - - - - - in the year nineteen hundred and forty-eight, before me, a Notary Public - - - - - - - of the State of Maryland, in and for the County aforesaid, personally appeared Ralph P. Nelson and Catherine H. Nelson, his wife, - the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the Attorney named in the foregoing Mortgage, - - - - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.; and, further, that he is the Attorney and Agent for said Mortgagee, and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal,

Ruby W. Chaney

Ruby W. Chaney, Notary Public

Recorded March 17th, 1948 at 3 P.M.

PURCHASE MONEY

MORTGAGE

FROM

RALPH P. NELSON, and

CATHERINE H. NELSON, his wife

TO

COUNTY TRUST COMPANY OF MARYLAND

BLOCK NO.

Received for Record Mar. 17, 1948 at 3 o'clock M. Same day recorded in Liber No. 460 Folio 592 &c., one of the Land Records of examined per Clerk.

Cost of Record, $

IN THE MATTER OF THE SALE	:	No. 10,424 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
RALPH P. NELSON AND CATHERINE	:	for
H. NELSON, HIS WIFE.	:	Anne Arundel County

STATEMENT OF MORTGAGE DEBT

To balance due on principal, ...	$2,117.12
To interest	46.58
Total	$2,163.70

Filed 28 Feb., 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of February, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

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

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Equity #10,424.

F. 21733 500 9-35 Made in U.S.A.

LIBER 76 PAGE 561

MORTGAGEES OR ATTORNEYS BOND.

No. 10.424 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - - - - - - - - as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Five Hundred ($2,500.00) - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, scaled with our seals and dated this 12th - - - - day of - - - - March, - - - -, in the year of our Lord 1952.

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

by virtue of the power contained in a mortgage from Ralph P. Nelson and Catherine H. Nelson, his wife, - - - - - - to County Trust Company of Maryland, bearing date the - - 16th - - day of March, 1948, - - - - - - and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber J.H.H. No. 460 Folio 592 and

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

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

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

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

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

Signed, Sealed and Delivered in the Presence of

Janet Schnoor

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By Rose M. Dausch
ROSE M. DAUSCH ATTORNEY-IN-FACT

Estelle M. Fiedler
ESTELLE M. FIEDLER

Attorney in Fact

Approved this 14 March, 1952.
John H. Hopkins, 3rd, Clerk.

Filed 14 Mar, '52

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LIBER 76 PAGE 562

NATIONAL SURETY CORPORATION

NEW YORK

ELLIS H. CARSON
PRESIDENT

INVISIBLE ARMOR

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND ($100,000.00) DOLLARS.

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1.—The Chairman, President or any Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation and the Chairman, President, or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary and Attorney-in-Fact, and also remove them from office. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 1.—The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 1.—Appointment.—The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 9th day of FEBRUARY A.D., 19 50

NATIONAL SURETY CORPORATION

By S. G. DRAKE
Vice President

NATIONAL SURETY CORPORATION (Seal) CORPORATE SEAL NEW YORK

ATTEST: A. N. MacDOUGALL
Assistant Secretary

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LIBER 76 PAGE 563

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 9th day of FEBRUARY A.D., 19 50

before me personally came S. G. DRAKE, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said S. G. DRAKE further said that he is acquainted with A. N. MacDOUGALL and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

(Notarial seal affixed)

ELIZABETH C. KING
Notary Public

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

I, MURIEL NELSON, Resident Assistant Secretary and Attorney-in-Fact of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, (including applicable By-law sections), executed by said NATIONAL SURETY CORPORATION, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of New York, N. Y., this 12TH day MARCH A.D. 19 52

Resident Assistant Secretary and Attorney-in-Fact

INVISIBLE ARMOR

NATIONAL SURETY CORPORATION
NEW YORK

ELLIS H. CARSON
PRESIDENT

GENERAL POWER OF ATTORNEY

—TO—

ON

DATE 19

F. 2014

GEORGE W. SCIBLE LIBER 76 PAGE 564 Auctioneer

PUBLIC SALE

OF VALUABLE

REAL ESTATE

SITUATE AT WOODLAND BEACH, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Ralph P. Nelson and Catherine H. Nelson, his wife, dated the 16th day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 460, Folio 592, the undersigned, as the attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, March 25, 1952

AT 11 O'CLOCK, A.M.

Filed 27 Mar., 1952.

the property described in said mortgage, namely:

All those five lots or parcels of ground situate in the First Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 1006, 1007, 1008, 1009 and 1010, together with the right, title and interest in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," Sheet Number 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6 (formerly recorded in Plat Book F. S. R. 3, Folio 20). Being the same property which was conveyed to the said Ralph P. Nelson and Catherine H. Nelson, his wife, by Robert E. Priest and Ruth L. Priest, his wife, by deed dated the 16th day of March, 1948, and recorded among the aforesaid Land Records in Liber J. H. H. No. 460, Folio 590.

Said lots of ground are improved by a one-story frame dwelling with composition roof.

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

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
Lee Building,
Annapolis, Md.

IN THE MATTER OF THE SALE	:	No. 10,424 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
RALPH P. NELSON AND CATHERINE H.	:	for
NELSON, HIS WIFE.	:	Anne Arundel County

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 25th day of March, 1952, sold the within described property to COUNTY TRUST COMPANY OF MARYLAND at and for the sum of TWO THOUSAND FIVE HUNDRED - - - Dollars ($ 2,500.00) being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

AUCTIONEER

Filed 27 Mar., 1952.

PURCHASER'S AGREEMENT

We hereby certify that we have this 25th day of March, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Two Thousand Five Hundred - - - Dollars ($ 2,500.00), and hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

COUNTY TRUST COMPANY OF MARYLAND

BY John M. Thomas
Chairman

TEST: Ruby W. Chaney

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IN THE MATTER OF THE SALE	:	No. 10,424 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
RALPH P. NELSON AND CATHERINE	:	for
H. NELSON, HIS WIFE.	:	Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Filed 27 Mar., 1952.

That under and by virtue of the power of sale contained in a mortgage from Ralph P. Nelson and Catherine H. Nelson, his wife, dated the 16th day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 460 folio 592, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, March 25th, 1952, at eleven o'clock A. M., and then and there sold the said property to the County Trust Company of Maryland, at and for the sum of Two Thousand Five Hundred Dollars ($2,500.00), it being then and there the highest bidder therefor, which property is as follows:

All those five lots or parcels of ground situate in the First Election District of Anne Arundel County, Maryland, being known and designated as Lots Nos. 1006, 1007, 1008, 1009 and 1010, together with the right, title and interest in and to that portion of the road or roads, streets or avenues, immediately adjoining said premises, as designated and delineated on the plat entitled "Map of Woodland Beach, District No. 1, Anne Arundel County, Mary-

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land," Sheet Number 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6 (formerly recorded in Plat Book F.S.R. 3 folio 20). Being the same property which was conveyed to the said Ralph P. Nelson and Catherine H. Nelson, his wife, by Robert E. Priset and Ruth L Priset, his wife, by deed dated the 16th day of March, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 460 folio 590.

Said lots of ground are improved by a one-story frame dwelling with composition roof.

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

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

Respectfully submitted,

George E. Rullman
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of March, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO.

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IN THE MATTER OF THE SALE	:	No. 10,424 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
RALPH P. NELSON AND CATHERINE	:	for
H. NELSON, HIS WIFE	:	Anne Arundel County

ORDER NISI

Filed 27 Mar., 1952.

ORDERED, this 27 day of March, 1952, that the sale of the property mentioned in these proceedings, and made and reported by George E. Bullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30 day of April, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 30 day of April next.

The report states the amount of sales to be $2,500.00.

John H. Hopkins, 3rd,
CLERK

FINAL ORDER.

Filed 1 May, 1952.

ORDERED by the Court this 1st day of ~~April~~ May, 1952, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor

Benjamin Michaelson
JUDGE

LIBER 76 PAGE 569

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1952

We hereby certify, that the annexed Order Nisi Sale - No. 10,424 Equity Ralph P. Nelson

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 30th day of April, 1952. The first insertion being made the 28th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L Carlson

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,424 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF RALPH P. NELSON AND CATHERINE H. NELSON, HIS WIFE.

ORDERED, this 27th day of March, 1952, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th day of April, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 30th day of April next.

The report states the amount of sales to be $2,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 1 May 1952

No. E. C. 6256

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.
Ralph P. Nelson
and
Catherine H. Nelson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,424 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 16 May, 1952.

May 14, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ralph P. Nelson and Catherine H. Nelson, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	107	88	157	88
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	27	18		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	10	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal revenue stamps	1	38		
One-half State revenue stamps	1	37		
Ruby W. Chaney - notary fees	1	00	84	62
To Attorney for Taxes, viz:				
1951 State and County taxes	32	43		
1952 State and County taxes ($29.06-adj.)	6	78	39	21
To County Trust Co. of Maryland, mortgagee- in full for mortgage claim	2,163	70	2,163	70
To Ralph P. Nelson and Catherine H. Nelson, his wife, mortgagors - this balance	31	84	31	84
			2,515	00

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

1952						
Mar.	25	Proceeds of Sale	2,500	00		
		Interest on deferred payment	15	00	2,515	00
					2,515	00

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LIBER 76 PAGE 573

ORDER NISI

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate
of
Ralph P. Nelson
and
Catherine H. Nelson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,424 Equity.

ORDERED, This 16 day of May, 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 20 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 20 day of June next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th 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 Cleveland
Judge

Filed 25 June, 1952. Filed 16 May, 1952.

LIBER 76 PAGE 574

OFFICE OF

Evening Capital

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. 10,424 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of RALPH P. NELSON And CATHERINE H. NELSON, His Wife.

Ordered, this 16th day of May, 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 20th 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 20th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
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Filed 24 June, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1952

We hereby certify, that the annexed Order Nisi Aud. Acct. - Equity 10424 Ralph P. Nelson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of June, 1952. The first insertion being made the 19th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

No. E. C. 3353

19A

LIBER 76 PAGE 575

JOHN B. JEFFERSON 954 Forrest Street Baltimore, Maryland	*	IN THE CIRCUIT COURT
vs.	*	
ABRAHAM BROOKS, infant 409 E. 21½ Street Baltimore, Maryland and MARY BROOKS, infant 409 E. 21½ Street Baltimore, Maryland	*	FOR ANNE ARUNDEL COUNTY

No. 9779 Equity

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, John B. Jefferson, son of Nettie Jefferson, deceased, respectfully show unto your Honor:

That theretofore, to wit; on the 22nd day of February, 1949, the said Nettie Jefferson, became deceased in the City of Baltimore, at her residence at 409 E. 21½ Street.

That at the time of her death, she was the owned in fee simple of three pieces of real estate in Patapsco Park, Anne Arundel County, known as Lots 427, 428, 469, Plot 1, Patapsco Park, ALL AS SHOWN IN COMPLAINANTS EXHIBITS I AND II FILED HEREWITH AND PRAYED TO BE MADE A PART HEREOF.

That at the time of her death, she was survived by your Petitioner, John B. Jefferson, son and the Respondents, Abraham Brooks, infant son and Mary Brooks, infant daughter.

That the said Nettie Jefferson, died without leaving a will and there being only fee simple property composing the estate, there has been no administration of said estate.

That all of the estate of the said Nettie Jefferson, consists of the above named pieces of real estate and that the same are not susceptible of partitions among the parties in interest, who are the heirs of law of the deceased. That it is believed beneficial to the interest of all parties concerned that the said property be sold and the proceeds divided among the parties in accordance with their respective rights as set out in the laws relating to the distributions of the estate of intestates in the State of Maryland.

Filed Aug. 25, 1949.

WHEREFORE, your Petitioners pray that by an appropriate order, Trustees may be appointed to sell the said real estate and make a distribution of the same as indicated herein.

AND, AS IN DUTY BOUND, Etc.

John B Jefferson
PETITIONER

Brown Allen & Watts
BROWN, ALLEN & WATTS
SOLICITORS FOR PETITIONER
206 Kolker Buidling
Gay & Aisquith Streets
Baltimore 2, Maryland
and
WILLIAM H. MURPHY
14 E. Pleasant Street
Baltimore, Maryland

William H. Murphy

COMPLAINANT'S EXHIBIT I

(INT. REV. 50¢ STAMP)

THIS DEED Made this 16th day of November in the year one thousand nine hundred and twenty by The Patapsco Park Land Company a body corporate duly incorporated under the laws of the State of Maryland.

WITNESSETH that in consideration of the sum of ($100.00) One hundred Dollars, the receipt whereof is hereby acknowledged the said The Patapsco Park Land Company doth grant and convey unto John E. Swann and Mary A. Swann their heirs and assigns in fee simple, all that ground and premises, situate, lying and being in Anne Arundel County State of Maryland, and being known as Lot numbered 469 of Patapsco Park, situate at Pumphrey's Station in the Fifth Election District of Anne Arundel County as shown on the plat of the property of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G.W. No. 1, folio 31 and which said lot described as follows that is to say:-Elizabeth Avenue of irregular demensions.

Filed 12 Dec., 1930

The mention of the above named Avenues or Roads in this description or on the plat above referred to is for the purpose of convenience of location only and for the purpose of securing to the owners of the several lots abutting thereon the right to use said Avenues or Roads in common with others but to no other purpose or intent shall it be construed to be a dedication to public use the title to the bed or beds thereof being expressly reserved to said grantor.

The above described land being part of the land which by Deed dated September 21st, 1909 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 68 Folio 425 was conveyed by Annie L. Von Hagel and husband to The Patapsco Park Land Company in fee simple.

TOGETHER with the improvements thereon and the rights

and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above-granted property unto said John E. Swann and Mary A. Swann their heirs and assigns in fee simple, forever, subject, however, to the following conditions which are hereby entered into by the said John E. Swann and Mary A. Swann for themselves, their heirs and assigns, with the said The Patapsco Park Land Company as a part of the consideration for this Deed and which shall be taken and considered as running with the land, viz:

1. That no building shall be erected upon said lot which shall cost less than ($500.00/100) Five Hundred Dollars,and that no saloon or any other business which the party of the first part may deem determental to the surrounding property of the party of the first part shall be conducted on the lot hereby sold, and that no dwelling or any portion thereof shall be erected within fifteen feet of the building line and shall front on a street or avenue as laid down on the plat, and no more than one dwelling on each lot nor shall any building be placed nearer than five feet of the rear line of said lot

2. That all cesspolls, privis, or receptales of any kind for the storage of sewerage or liquid waste shall be built so that there shall be no leakage into the soil nor nuisance of any kind maintained or allowed thereon nor any use thereof made or permitted which shall be noxious or dangerous to health.

AND the said The Patapsco Park Land Company subject to the conditions to be observed by the grantees their heirs and assigns covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

AS WITNESS the Corporate Seal of said body corporate and the signature of Benjamin F. Simons the President thereof.

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WITNESS also the hand and seal of said Grantors.

Signed, Sealed and delivered in the presence of C. Milton Dickerson.

(. Corporate Seal)

Benjamin F. Simons
President of The Patapsco Park Land Company

Miss Mary A. Swann (SEAL)

John E. Swann (SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby certify that on this 16th day of November, 1920, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benjamin F. Simons, President of the Patapsco Park Land Company the grantor named in the aforegoing Deed and acknowledged the same to be its act.

WITNESS my hand and Notarial Seal.

(Notary Seal.)

C. Milton Dickerson.
Notary Public.

Recorded 17 November, 1920, 11 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing DEED is truly taken and copied from Liber W.N.W. No. 35, folio 237, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of November, A. D., 1950.

John H. Hopkins 3rd. Clerk.

LIBER 76 PAGE 580

COMPLAINANT'S EXHIBIT II

(50 CENT INT. REV. STAMP).

THIS DEED Made this 21st day of October in the year one thousand nine hundred and nineteen by The Patapsco Park Land Company, a Body Corporate, duly incorporated under the laws of the State of Maryland:

WITNESSETH, That in consideration of the sum of ($325.00/100) Three Hundred and twenty five Dollars, the receipt whereof is hereby acknowledged, the said The Patapsco Park Land Company doth grant and convey unto John E. Swann His heirs and assigns in fee simple, all that ground and premises situate, lying and being in Anne Arundel County, State of Maryland, and being known as Lots numbered 427, 428, of Patapsco Park situate at Pumphrey's Station, in Fifth Election District of Anne Arundel County, as shown on the Plat of the property of The Patapsco Park Land Company which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County, in Plat Book G. W. No. 1, Folio 31, and which said lots described as follows, that is to say: Lot No. 428 Fronting Thirty (30) feet on Berlin Avenue, with an even depth of one-hundred and thirty (130) feet. Lot No. 427 Fronting on Berlin Avenue, adjoining Lot No. 428 with irregular frontage and depth.

Filed 12 Dec, 1950

The mention of the above-named Avenues or Roads in this description, or on the plat above referred to, is for the purpose of convenience of location only, and for the purpose of securing to the owners of the several Lots abutting thereon the right to use said Avenues or Roads in common with others but to no other purpose or intent shall it be construed to be a dedication to public to public use, the title to the bed orbeds thereof being expressly reserved to said grantor.

The above described land being part of the land which by Deed dated September 21st 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 68, Folio 425, was conveyed by Annie L. Von Hagel and husband to The Patapsco Park Land Company in fee simple.

TOGETHER with the improevments thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above granted property unto said John E. Swann , His heirs and assigns, in fee simple. forever, subject, however, to the following conditions, which are hereby entered into by the said John E. Swann, for Himself, His heirs and assigns with the said The Patapsco Park Land Company as a part of the considerations for this Deed, and which shall be taken and considered as running with the land, viz.

1. That no building shall be erected upon said lots which shall cost less than($500.00) Five hundred Dollars and that no saloon or any other business which the party of the first part may deem detrumental to the surrounding property of the party of the first part shall be conducted on the lots hereby sold and that no dwelling or any portion thereof shall be erected within fifteen feet of the building line and shall front on a street or avenue as laid down on the plat, and no more than one dwelling on each lot, nor shall any building be placed nearer than five feet of the rear line of said lots.

2. That all cesspolls, privies or recepticle of any kind for the storage of sewerage or liquid waste shall be built so that there shall be no leakage into the soil nor nuisance of any kind maintained or allowed thereon, nor any use thereof made or permitted, which shall be noxious or dangerous to health, and the said The Patapsco Park Land Company, subject to the conditions to be observed by the grantee, His heirs and assigns, covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

AS WITNESS the Corporate Seal of said body corporate and the signature of Benjamin F. Simons, the President thereof.

WITNESS also the hand and seal of said Grantees.

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Signed, Sealed and delivered in the presence of

C. Milton Dickerson.

(Corporate Seal)

Benjamin F. Simons
President of The Patapsco Park Land Company,

John E. Swann (SEAL)

___ ___ ___ (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I hereby certify that on this 21st day of October, 1919, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benjamin F. Simons, President of the Patapsco Park Land Company the Grantor named in the aforegoing Deed and acknowledged the same to be its act.

Witness my hand and Notarial Seal.

(Notary Seal)

C. Milton Dickerson
Notary Public

Recorded 22 October 1919

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber W.N.W. No. 25, folio 16; 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 24" day of November, A. D., 1950.

John H. Hopkins 3rd
Clerk.

JOHN B. JEFFERSON	)	NO. 9779 EQUITY
	)	IN THE CIRCUIT COURT
vs	(	
	)	FOR
MARY BROOKS, and ABRAHAM BROOKS, Infants	(	ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

Filed Nov. 23, 1949.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of John B. Jefferson by Brown, Allen & Watts, his attorneys, respectfully states:

FIRST, that Mary Brooks and Abraham Brooks, infants, the defendants in this case have been duly summoned and a copy of the Bill of Complaint has been served on the said defendants.

SECOND, that the said defendants are infants and no legal guardian has been appointed in their behalf.

THIRD, WHEREFORE, your petitioner prays this honorable court to appoint a guardian Ad Litem to appear and answer for said infant defendants and suggests that ~~William W. Townshend, Jr.~~ EUGENE M. CHILDS, who has no interest whatsoever in this suit be appointed Guardian Ad Litem.

Respectfully submitted

Brown, Allen & Watts per ms

Brown, Allen & Watts, Solicitors for Plaintiff

ORDER

ORDERED by the Circuit Court for Anne Arundel County in Equity, on this 23d day of November, 1949, upon the aforegoing Petition that ~~William W. Townshend, Jr.~~ EUGENE M. CHILDS, be and he is hereby appointed Guardian Ad Litem for the infant defendants in the foregoing cause and he is hereby directed to appear and file his answer in their behalf.

Benjamin Ulrichson

Judge

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JOHN B. JEFFERSON	)	NO. 9779 EQUITY
	(	
	)	
	(	IN THE CIRCUIT COURT
vs	)	
	(	
	)	FOR
	(	
MARY BROOKS, and	)	
ABRAHAM BROOKS, Infants	(	ANNE ARUNDEL COUNTY

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mary Brooks and Abraham Brooks, infant defendants in the above named Bill of Complaint in this suit against them exhibited by Eugene M. Childs, duly appointed Guardian Ad Litem respectfully represents unto your Honors:

That these Defendants being infants under the age of 21 years can neither admit nor deny the allegations set forth in the said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

Respectfully submitted,

Eugene M. Childs

Eugene M. Childs Guardian Ad Litem

Filed Nov. 25, 1949.

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JOHN B. JEFFERSON 954 Forrest Street Baltimore, Maryland	*	IN THE CIRCUIT COURT
vs.	*	
ABRAHAM BROOKS, infant 409 E. 21½ Street Baltimore, Maryland and MARY BROOKS, infant 409 E. 21½ Street Baltimore, Maryland	*	FOR ANNE ARUNDEL COUNTY

PETITION No 9779 EQUITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, John B. Jefferson, respectfully shows unto Your Honor:

That heretofore your Petitioner filed a Petition for Partition in this Honorable Court on AUGUST 25TH, 1949.

That thereafter on NOVEMBER 23RD, 1949, Eugene M. Childs, Esquire, was appointed Guardian ad Litem for the infant Defendants, Abraham Brooks and Mary Brooks.

That your Petitioner now desires to have testimony taken in the above entitled case so that your Petitioner's rights may be adjudicated in accordance with the prayers of the Petitioner in the original Petition.

That your Petitioner is at present confined in the State Penitentiary at Baltimore, Maryland, and wishes to have said testimony taken by a Notary Public at the said institution.

WHEREFORE, your Petitioner prays that Margaret Spriggs, a duly licensed Notary for the State of Maryland, 206 Kolker Building, be appointed or approved to take said deposition in the Maryland State Penitentiary, 954 Forrest Street, Baltimore, Maryland.

AND, AS IN DUTY BOUND, etc.

John B. Jefferson
John B. Jefferson

Brown, Allen & Watts
BROWN, ALLEN & WATTS
Attorneys At Law
206 KOLKER BUILDING
GAY & ASQUITH STREETS
BALTIMORE 2, MD. BR. 9482

William H. Murphy
William H. Murphy
14 E. Pleasant Street
Baltimore 2, Maryland

Filed Jany. 17th 1950.

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JOHN B. JEFFERSON 954 Forrest Street Baltimore, Maryland	*	IN THE CIRCUIT COURT
vs.	*	
ABRAHAM BROOKS, infant 409 E. 21½ Street Baltimore, Maryland and MARY BROOKS, infant 409 E. 21½ Street Baltimore, Maryland	*	OF
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

ORDER

ORDERED this 17th day of January, 1950, that Margaret Spriggs, 206 Kolker Building, be and she is hereby appointed to take the deposition of John B. Jefferson, State Penitentiary, 954 Forrest Street, Baltimore, Maryland.

Benjamin Hudson
Judge

Filed January 17th 1950

John B. Jefferson	)(	No. 9779 Equity
	)(	In the Circuit Court
vs.	)(	for
Abraham Brooks and Mary Brooks, Infants	)(	Anne Arundel County
	)(	
	)(	

TESTIMONY ON BEHALF OF DEFENDANTS

July 6, 1950.

PRESENT:

Eugene M. Childs,
Guardian Ad. Litem

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES:

Joseph D. Lazenby	Pages 1 to 3
Fred E. Voges	Pages 4 and 5

Mr. Clerk:

Please file.

Jno. S. Strahorn
EXAMINER

Filed 20 Mar., 1951.

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Joseph D. Lazenby, a witness of lawful age produced on behalf of the defendants, having been duly sworn, testified as follows:

BY MR. CHILDS:

Q. 1 Will you state your name and address.

A. Joseph D. Lazenby, 215 Main Street, Annapolis.

Q. 2 What is your occupation?

A. I am in the real estate business.

Q. 3 For what length of time?

A. Since 1932.

Q. 4 Have you been continuously engaged in the real estate business up to the present time?

A. Yes, I have been continuously engaged in that business.

Q. 5 Mr. Lazenby, did you, at my request, visit Lots No. 427, 428 and 469 ~~and 469~~ at Patapsco Park in Anne Arundel County?

A. Yes, on April 28, 1950. There are evidently several plots of that property. The lots we refer to are on Plot 1.

Q. 6 Are you acquainted with the sales values of the property the type of which you saw?

A. Yes.

Q. 7 What, in your estimation, would be the fair value for this property as a whole?

A. In my opinion, the value of the property, the three lots, is $750.00.

Q. 8 Mr. Lazenby, do the three lots represent a block of property which, when taken together, comprise a whole block, do they not?

A. That's right. They lie between Berlin Avenue and Elizabeth Avenue - two lots facing on Berlin Avenue and the third one on Elizabeth, and the side on public school property.

Q. 9 Then the property is convenient to the school itself?

A. It is. The property is convenient to the school.

Q. 10 Is it convenient to the stores, did you notice whether it was near the stores?

A. The stores are probably four blocks from the property, - a few colored stores.

Q. 11 Would you describe the type of buildings located in the surrounding area?

A. All the buildings are occupied by colored people and are of generally poor construction.

Q. 12 Are the streets paved?

A. The streets are gravel streets.

Q. 13 Could you tell from your observation of the lots how far the property is located from the nearest public transportation?

A. The Belle Grove Road is about four blocks away, and if there is public transportation, that's it. I am not sure whether there is public transportation there.

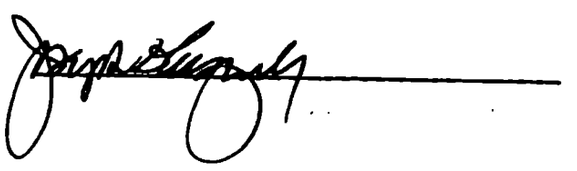
Q. 14 Would you say this property is susceptible of partition among the parties entitled to an interest therein? There are three people involved, each entitled to an equal share.

A. It is not.

Q. 15 Would it, in your opinion, be advisable to split this property and sell the lots separately, or as a block?

A. It would seen to me that the most advantageous way would be to sell it as a block.

In answer to the General Question, Witness answered: "I don't know of any."



Fred E. Voges, a witness of lawful age produced on behalf of the defendants, having been duly sworn, testified as follows:

BY MR. CHILDS:

Q. 1 Will you state your name, address and occupation.

A. Fred E. Voges, 221 Main Street, Annapolis, Maryland. I am in the real estate business.

Q. 2 Mr. Voges, how long have you been engaged in the real estate business?

A. Continuously since 1933.

Q. 3 At my request, did you recently visit lots Numbered 427, 428 and 469 at Parapsco Park, Anne Arundel County?

A. I did.

Q. 4 Would you describe thetype of property you saw there?

A. The property consists of three lots, two of which front on Berlin Avenue and the third on Elizabeth Avenue. One side of the entire property fronts on the public school property. Lot 428 has a frontage of thirty feet on Berlin Avenue and thirty feet in the rear, with a depth of one hundred and twenty feet. Lot 427 has an estimated width of fifty feet on Berlin Avenue and twenty-five feet in the rear, with a depth of one hundred and twenty feet. Lot 469 has a frontage of approximately forty feet on Elizabeth Avenue and approximately fifty-five feet in the rear, with a depth of one hundred and twenty feet. These lots are located in what is known as Plot 1 of Patapsco Park, in the Fifth Election District of Anne Arundel County.

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Q. 5 Mr. Voges, how is the tract located with reference to stores, schools, public transportation, etc?

A. It is about four blocks from the nearest stores, which consist of several small colored stores. It is also the same distance from Belle Grove Road, which would be the nearest transportation point. It is immediately adjoining, and convenient to, the public school property.

Q. 6 Is it more suitably adapted to residential purposes or commercial purposes?

A. It is more suitably adapted to residential purposes.

Q. 7 What, in your opinion, would be the value of the tract as a whole?

A. In my opinion, the value of the tract as a whole would be $750.00.

Q. 8 Would you say the property you have described is susceptible of partition?

A. I would say it is not susceptible of partition without injury to all parties concerned.

In answer to the General Question, Witness answered: "No, nothing further."

Fred E. Voges

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

Witness my hand and seal this 20th day of ~~July~~ March, ~~1950.~~ 1957.

Jno. E. Graham (SEAL)
Examiner

JSS - $8.00
LRJ - 5.00

JOHN B. JEFFERSON	*	IN THE CIRCUIT COURT
VS.	*	
ABRAHAM BROOKS	*	FOR
AND	*	ANNE ARUNDEL COUNTY
MARY BROOKS	*	No. 9779 EQUITY
Infants	*	

* * * * * * *

WAIVER OF CROSS-EXAMINATION
and SIGNATURES OF WITNESSES

Now comes Milton B. Allen, Attorney for John B. Jefferson, Complainant in the above entitled case, and waives cross-examination and signatures of the Messrs. Vogets and Lazenby, as to testimony taken before this Honorable Court on July 5, 1950.

Milton B. Allen

Filed 20 Mar., 1951.

JOHN B. JEFFERSON,	*	IN THE CIRCUIT COURT
PLAINTIFF	*	
VS.	*	FOR
ABRAHAM BROOKS, infant and	*	
MARY BROOKS, infant	*	
DEFENDANTS	*	ANNE ARUNDEL COUNTY

****

The deposition of John B. Jefferson, the Plaintiff herein, was taken before Margaret Spriggs, Notary Public of Baltimore City, State of Maryland, at 954 Forrest Street, Baltimore, Maryland, April 5, 1950 at 10:30 a.m.

PRESENT

John B. Jefferson, The Plaintiff in the above entitled Cause
George L. Parrish, Esquire, Attorney for the Plaintiff
Margaret Spriggs, Notary Public

Filed 27 Mar., 1951.

JOHN B. JEFFERSON, the Plaintiff herein, a witness of lawful age, being first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

Q. State your full name?

A. John B. Jefferson

Q. What is your address?

A. 954 Forrest Street, Baltimore, Maryland

Q. Do you know the parties to this suit?

A. I do. I am the Plaintiff and Mary Brooks is my half-sister and Abraham Brooks is my half-brother.

Q. Just how are they related to you?

A. We all have the same mother.

Q. What is your mother's name?

A. Nettie Jefferson

Q. Where is she?

A. She is dead.

Q. When did she die?

A. February 22, 1949

Q. Did your mother leave a Will?

A. No

Q. Did your mother have any property?

A. Yes. She left three lots out in Patapsco Park, Maryland

Q. Did any one else have any interest in these lots besides your mother?

A. No. She was the only one who owned them

Q. Can you identify these lots?

A. Yes. They are Number 427, 428 and 469

Q. What plot?

A. Plot 1

Q. Do you know in whose name the record title to those lots appear?

A. Yes. J. E. and Mary Swam. They were my Grandfather and Grandmother.

Q. Where are they?

A. They died long ago before my mother died

Q. Did they leave any heirs besides your mother?

A. No. She was the only one

Q. Are you familiar with these lots?

A. I have seen them once; two set right together and the other one is separate.

Q. In your opinion can these lots be divided equally among the parties without loss or injury?

A. No. Because the two lots that set together are in a good part of the community and are probably worth more then the other one so the person who got the other one would not get as much as the person who got one of the two lots together.

Q. Do you believe it will be for the benefit and advantage of yourself and the other parties that this property be sold and the proceeds divided?

A. Yes. I do.

Q. Do you know of any other matter or information that would have any bearing on the outcome of this case?

A. No.

Signed John B. Jefferson
John B. Jefferson

STATE OF MARYLAND)
) SS:
CITY OF BALTIMORE)

I, Margaret Spriggs, a Notary Public in and for the State and City aforesaid, do hereby certify that the within named John B. Jefferson personally appeared before at the time and place herein set out, and afterhaving been duly sworn by me, according to law, was interrogated by counsel.

I further certify that the examination was recorded stenographically by me and then transcribed from my stenographic notes to the within typewritten matter in a true and accurate manner.

I further certify that I am not of counsel to any of the parties, nor related to any of the parties, nor in any way interested in the outcome of this action.

As witness my hand and Notarial Seal this 13th day of April, 1950.

Margaret Spriggs

MARGARET SPRIGGS NOTARY PUBLIC BALTIMORE CO., MD.

JOHN B. JEFFERSON	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ABRAHAM BROOKS, ET AL	*	No. 9779 Equity

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint and all the other proceedings were, by the Court, read and considered—

It is thereupon, this 10th day of April in the year nineteen hundred and fifty-one by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that property mentioned in the proceedings be sold, that

MILTON B. ALLEN

be and he is hereby appointed TRUSTEE to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Seven Hundred Fifty ($750.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, he shall think proper, of the time, place, manner and terms of sale, which shall be Two Hundred Fifty ($250.00) Dollars deposit balance to be paid in cash within sixty days. Or the trustee shall make said sale privately provided the property is not sold for less than the appraised value; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale; with an annexed

Filed 10 Apr., 1951.

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affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before), the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her,or them sold, free, clear and discharged from all claim of the parties hereto Complainant and Defendant, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson
Judge

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JOHN B. JEFFERSON	*	IN THE CIRCUIT COURT
VS.	*	OF
ABRAHAM BROOKS and	*	ANNE ARUNDEL COUNTY
MARY BROOKS	*	No. 9779 Equity

* * * * * * * * * *

REPORT OF SALE

Milton B. Allen, Trustee, in the above entitled case reports unto your Honor as follows:

1. That on or about the 10th day of April, 1951, Milton B. Allen was appointed by this Honorable Court to make a sale of the property which is the subject matter of this suit.

2. That by Decree of this Honorable Court, dated the 10th day of April, 1951, it was ordered that the Trustee shall make a private sale of said property provided the property is not sold for less than the appraised value.

3. That the Trustee has sold said property to Arthur E. Oliver and Ola Mae Oliver, his wife, at and for the sum of $750.

4. That your Trustee believes and so avers that $750 is a reasonable price to pay for said property and is the best price he can possibly obtain for said lots.

Milton B. Allen, Trustee

Milton B. Allen, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

THIS IS TO CERTIFY, That on this 22 day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared MILTON B. ALLEN, TRUSTEE, and made oath in due form of law that the above sale was fairly made, and that the facts set forth in said Report of Sale are true and correct to the best of his knowledge and belief.

WITNESS my hand and notarial seal.

Margaret Springs

Notary Public

Commission expires May 4, '53

Filed 25 Jan., 1952

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Trustee's Bond

No. 9779 Equity

KNOW ALL MEN BY THESE PRESENTS:

LIBER 76 PAGE 598

THAT WE Milton B. Allen, 1908 Madison Avenue, Baltimore 17, Maryland as principal, and Maryland Casualty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Hundred Fifty 00/100 - - - - - - - - - - - ($750.00) - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 4th day of March in the year of our Lord one thousand nine hundred and fifty-two.

WHEREAS, the above bounden Milton B. Allen by virtue of a degree of the Honorable the Judge of the Circuit Court of ~~BALTIMORE CITY~~ Anne Arundel County, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of John B. Jefferson

vs.

Mary Brooks and Abraham Brooks

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Milton B. Allen 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.

Filed 17 Mar., 1952.

Signed, sealed and delivered in the presence of

D.E. Valiant

Milton B. Allen [SEAL]
Milton B. Allen

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Joseph F. Howell [SEAL]
Joseph F. Howell, *Attorney-in-Fact*

STATE OF MARYLAND, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 4th day of March 19 52 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

ATTEST:

D. W. Vauthier
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

, 19 MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

approved this 17 March, 1952.
John H. Hopkins, 3rd, Clerk.

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LIBER 76 PAGE 599

ORDER NISI

JOHN B. JEFFERSON

versus

ABRAHAM BROOKS
and
MARY BROOKS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9779 Equity

Filed 25 Jan., 1952.

Ordered, this 25 day of January, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Milton B. Allen, Trustee,

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 $750.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN B. JEFFERSON

versus

ABRAHAM BROOKS
and
MARY BROOKS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 2 Apr., 1952.

ORDERED BY THE COURT, This 2do day of April, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson, Judge

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LIBER 76 PAGE 600

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1952

We hereby certify, that the annexed Order Nisi

Sale - Equity 9779

John B. Jefferson

Abraham Brooks

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 March, 1952. The first insertion being made the 31st day of January, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

No. MG 5608

30

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,779 Equity

JOHN B. JEFFERSON
Vs.
ABRAHAM BROOKS and MARY BROOKS.

Ordered, this 25th day of January, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Milton B. Allen, Trustee, 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 $750.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 2 Apr. 1952

LIBER 76 PAGE 601

In the Case of

John B. Jefferson

vs.

Abraham Brooks

and

Mary Brooks

In the

Circuit Court

For

Anne Arundel County

No. 9779 Equity

To the Honorable, the Judges of said Court:

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

March 29, 1955

All of which is respectfully submitted.

Laura K. Jobling

Auditor.

Filed 25 Apr., 1955.

Dr. John B. Jefferson vs. Abraham Brooks and Mary Brooks, Infants

			in ac.	
To Trustee for Fee in Lieu of Commissions, viz:	100	00	100	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	25		
Jos. C. Deegan - Sheriff's costs	4	70		
John S. Strahorn - Examiner's fee	8	00		
Laura R. Jickling - Stenographer's fee	5	00		
Eugene M. Childs - Guardian ad Litem's fee	4	00		
Auditor - stating this account	18	00	86	95
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Joseph D. Lazenby and Fred E. Voges - appraisal and testimony	50	00		
Maryland Casualty Co. - bond premiums for years 1952, 1953, 1954 and 1955	40	00		
Margaret Spriggs - Deposition of John B. Jefferson	15	00		
Clerk of Court - certified copies of deeds	4	00		
One-half of Federal and State documentary stamps	1	10	124	10
To Trustee for Taxes, viz:				
1951 State and County taxes - 10 months 23 days	5	60	5	60
BALANCE FOR DISTRIBUTION - $509.04				
Distributed to the heirs at law of Nettie Jefferson, who died, intestate, on 2/22/49, viz:				
To Abraham Brooks, son - one-third $169.68				
Less: Direct inheritance tax 1.70	167	98		
To John B. Jefferson, son - one-third $169.68				
Less: Direct inheritance tax 1.70	167	98		
To Mary Brooks, daughter - one-third $169.68				
Less: Direct inheritance tax 1.70	167	98		
To H. S. Clarke, Register of Wills - total direct inheritance tax	5	10	509	04
			825	69

with Milton B. Allen, Trustee Cr.

1951						
Nov.	23	Proceeds of Sale	750	00		
		Interest collected on deferred payment from 11/23/51 to 6/12/54	75	69	825	69
					825	69

LIBER 76 PAGE 504

Filed 4 June, 1955

ORDER NISI

John B. Jefferson

VERSUS

Abraham Brooks

and

Mary Brooks

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 9779 Equity.

ORDERED, This 25 day of April, 1955, 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 May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of May next.

Filed 25 April 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of June, 1955, 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 H. Nicholson
Judge

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,779 Equity
JOHN B. JEFFERSON
Vs.
ABRAHAM BROOKS and MARY BROOKS

Ordered, this 25th day of April, 1955, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

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

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1955

We hereby certify, that the annexed

Order Nisi
Eq. 9,779.
Auditor Account
Abraham Brooks

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 May, 1955. The first insertion being made the 28th day of April, 19__.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Tilghman

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Filed 3 June, 1955.