IN THE MATTER OF THE	:	NO. 10,506 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF FRED J.	:	CIRCUIT COURT FOR
DUMMER, SR. and	:	ANNE ARUNDEL COUNTY
BETTY J. HURLBUT	:	

ORDER TO DOCKET CASE

Mr. Clerk:

Please record assignment, docket this case and enter my appearance.

Marvin I. Anderson, Assignee

Filed 23 June, 1932

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For value received we hereby assign the within mortgage to Marvin I. Anderson for purpose of fo: :losure.

LIBER 80 PAGE 2

Witness our hands and seals this 29th. day of May, 1952.

Witness:

~~LIBER 522 PAGE 38~~

W. E. Salin

~~MORTGAGE FEE COUNTY~~

Joseph C. Khuen (SEAL)
Joseph C. Khuen

Francis A. Khuen (SEAL)
Francis A. Khuen

Joseph C. Khuen (SEAL)
Joseph C. Khuen, Executor of the Last Will and Testament of Charles Khuen duly admitted to probate in the U. S. District Court for the District of Columbia No. 10,506 Equity.

This Mortgage, Made this 23rd day of April, - - -

in the year nineteen hundred and forty-nine (1949), by and between Fred J. Dummer, Sr., unmarried, of Chicago, Illinois, and Betty J. Hurlbut, unmarried, of Washington, District of Columbia, parties of the first part, hereinafter called "MORTGAGORS"; and Charles Khuen, Joseph C. Khuen, both of Washington, District of Columbia, and Francis A. Khuen, of Montgomery County, Maryland, parties of the second part, hereinafter called "MORTGAGEES", Witnesseth:-

Filed 23 June, 1952

WHEREAS, the said MORTGAGORS are just indebted unto the said MORTGAGEES in the sum of Twelve Thousand Five Hundred Dollars ($12,500.00), being part of the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, with interest thereon at the rate of six 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 One Hundred Twenty-five Dollars ($125.00) monthly, the interest to be first deducted and the balance to be applied on the principal; and

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 MORTGAGEES, their heirs and assigns,

All that piece or parcel of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being part of Block Seventeen (17) in a subdivision known as "Cedarhurst on the Bay" (Second Subdivision), as per plat thereof recorded among the Plat Records of said County in Cabinet 1, Rod A, Plat No. 9 (formerly recorded in W.M.B. 1, folio 9), the portion of the block hereby intended to be conveyed to include the brick house as shown on said plat as located in said block, and to slightly change lines of Cedarhurst Drive, according to survey

recently made, described as follows:

Beginning for the same at the Southeast corner of said Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence Northerly along the Westerly side of said Spring Avenue for a distance of 173.7 feet; thence leaving said Avenue and at right angles thereto Westerly for a distance of 490 feet to Lake Avenue; thence Southerly along the Easterly line of said Lake Avenue for a distance of 87.3 feet to intersect the Northerly line of Cedarhurst Drive, as now located; thence Easterly along the Northerly line of said Road or Drive as now located the three following distances: 190.7 feet to the first angle therein; 113.2 feet to the second angle therein and 198.6 feet to Spring Avenue and the place of beginning. (See plat recorded in Liber F.S.R. 77, folio 21).

Being the same property which was conveyed to the within named Mortgagors by Charles Khuen, widower, Joseph C. Khuen and Mary M. Khuen, his wife, Francis A. Khuen and Marie F. Khuen, 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, appurtentances and advantages, thereto belonging, or in anywise appertaining.

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

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

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

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

thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs, - personal representative or assigns, or George E. Rullman, their - - - - - - - - - - - - Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee s, their heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of 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 s, their 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 s, 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 Mortgagees, their heirs, - - - - - - - personal representatives or assigns, or George E. Rullman, their - - - - - - -said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, - for themselves, their heirs, personal representatives and assigns, do - - - further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their heirs, - - - - -personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Five Hundred 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 s, their heirs, - - - personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee s, their heirs, - - - - - - - - - personal representatives and asssigns.

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

TEST:

Henry Manes (signature)
Henry Manes

Ruby [illegible]

Fred J. Dummer (signature) (SEAL)
Fred J. Dummer, Sr.
(SEAL)
Betty J. Hurlbut (signature) (SEAL)
Betty J. Hurlbut
(SEAL)

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DISTRICT OF COLUMBIA, to wit:-
~~STATE OF MARYLAND XXXXXXXXXXXXXXXXXXXXXXXXXXXX COUNTY, TO WIT~~

I Hereby Certify, that on this 26th day of April in the year nineteen hundred and forty-nine, before me, a Notary Public - - - - - - - of the District of Columbia, ~~State of Maryland in and for the County aforesaid~~, personally appeared ~~Fred J. Summer, unmarried~~, Betty J. Hurlbut, unmarried, - the Mortgagor~~s~~ named in the aforegoing Mortgage and ~~they~~ she acknowledged the aforegoing Mortgage to be ~~their~~ her act. ~~At the same time also appeared~~

~~and made oath in due~~

~~form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth~~

Witness my hand and Notarial Seal,

Walter M. Bauman

Walter M. Bauman, Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 26th day of April, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, the Attorney named in the foregoing Mortgage and made oath in due form of law that the considera- set forth in said Mortgage is true and bona fide as therein set forth; and further, that he is the Attorney and Agent for said Mortgagees, and is duly authorized to make this affidavit.

Witness my hand and Notarial Seal,

Ruby W. Chaney

Ruby W. Chaney, Notary Public

Assmt.
Received for Record 23 Day of June 1952, at 9:45 A.M. and the same day recorded in Liber J.H.H., No. 522 Fol. 41, Land Records of Anne Arundel County
John H. Hopkins Jr.
Clerk
Rl. 754

PURCHASE MONEY
MORTGAGE

FROM

Fred J. Dummer, Sr., unmarried,
and
Betty J. Hurlbut, unmarried

TO

Charles Khuen,
Joseph C. Khuen, and
Francis A. Khuen

BLOCK NO.

Received for Record May 18, 1949, at 2:55 o'clock P. M. Same day recorded in Liber J.H.H. No. 522 Folio 38, &c., one of the Land Records of Anne Arundel Co. examined per J. Hopkins Jr. Clerk.

Cost of Record, $

STATE OF ILLINOIS, ~~to wit:~~ - County of Cook to wit:

I Hereby Certify, that on this 23rd day of April in the year nineteen hundred and forty nine, before me, a Notary Public ---------- of the State of Illinois, personally appeared Fred J. Dummer, unmarried, the Mortagor named in the foregoing Mortgage and he acknowledged the aforegoing Mortgage to be his act.

Witness my hand and Notarial Seal,

Henry Manes

Henry Manes, Notary Public

My commission expires 11/1/1952.

Recorded- 18th May, 1949, at 2:55 P.M.

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IN THE MATTER OF THE	*	NO. 10,506 EQUITY
SALE OF THE MORTGAGE	*	IN THE
REAL ESTATE OF	*	CIRCUIT COURT FOR
FRED J. DUMMER, SR. and	*	ANNE ARUNDEL COUNTY
BETTY J. HURLBUT	*	

* * * * * * *

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage from Fred J. Dummer, Sr. and Betty J. Hurlbut on Mortgage dated April 23, 1949 and recorded in Liber J.H.H. No. 522 folio 38.

Filed 25 June, 1952

Principal and Interest	$11,509.79
with interest from May 23, 1952, at 6%	57.54
Taxes paid by Mortgagee	
Taxes due - 1952	110.26
Insurance	
	$ 11,677.59

Joseph C. Khuen

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I hereby certify that on this 17th day of June, in the year Nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared Joseph C. Khuen, one of the mortgagees, and he made oath that the above is a correct statement of the amount due on said mortgage.

Witness my hand and seal Notarial,

Marjorie D. Hansen
Notary Public
Com. Exp. 3-31-54

LIBER 80 PAGE 1

IN THE MATTER OF THE	:	No. 10,506 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF FRED J.	:	CIRCUIT COURT FOR
DUMMER, SR. AND	:	ANNE ARUNDEL COUNTY
BETTY J. HURLBUT	:	

: : : : :

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, Marvin I. Anderson 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 Twelve Thousand ($12,000.00) 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 23rd day of June, in the year Nineteen hundred and fifty-two.

Filed 27 June, 1952.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Fred J. Dummer, Sr., and Betty J. Hurlbut to Charles Khuen, et al, bearing date the 23rd day of April, 1949 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 522 folio 38 and assigned to Marvin I. Anderson for the purposes of foreclosure and he the said Marvin I. Anderson 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

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 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 & Delivered
in the Presence of

Marvin I. Anderson (SEAL)

_____ (SEAL)

Myrtle A. Turner

NATIONAL SURETY CORPORATION
BY:

Marvin I. Anderson
Attorney-in-fact

Approved this 27 June, 1952.
John H. Hopkins, 3rd, Clerk

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IN THE MATTER OF THE	:	NO. 10,506 EQUITY
SALE OF THE MORTGAGE	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT FOR
FRED J. DUMMER, SR. and	:	ANNE ARUNDEL COUNTY
BETTY J. HURLBUT	:	
	:	

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the Assignee for the purpose of foreclosure, 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 three successive weeks before the day of sale and by hand bill posted upon the premises and also posted throughout Anne Arundel County, and by notice published in the "Evening Star" of Washington, D. C., he did pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Friday, July 18, 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 that tract of land, situate, lying and being in the Seventh Election District of Anne Arundel County, described as follows: Beginning for the same at the Southeast corner of said Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence Northerly along the Westerly side of said Avenue for a distance of 173.7 feet; thence leaving said Avenue and at right angles thereto Westerly for a distance of 490 feet to Lake Avenue; thence Southerly along the Easterly line of said Lake Avenue for a distance of 87.3 feet to intersect

Filed 25 July, 1952.

the Northerly line of Cedarhurst Drive, as now located; thence Easterly along the Northerly line of said Road or Drive as now located the three following distances: 190.7 feet to the first angle therein; 113.2 feet to the second angle therein and 198.6 feet to Spring Avenue and the place of beginning; improved by a three-story brick and cinder-block building, to Joseph C. Khuen and Francis A. Khuen for the sum of Nine Thousand ($9,000.00) Dollars, they being the highest bidder for the property. A copy of the hand bill, Purchasers' Agreement, and Assignee's certificate is filed herewith marked Exhibit "A."

Marvin I. Anderson
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 24 day of July, 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 Assignee, 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 Stutzman
Notary Public

LIBER 80 PAGE 11

ASSIGNEE'S SALE

of

Valuable, Improved Corner Property

At Cedarhurst on the Bay

Suitable for use as a residence, store, or hotel. (Formerly Bay View Inn)

Under and by virtue of the power of sale contained in a mortgage from Fred J. Dummer, Sr. and Betty J. Hurlbut, dated April 23rd, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 522 folio 38, default having occurred therein, the undersigned assignee will sell at the Court House door (Church Circle) in the City of Annapolis on

July 18th, 1952, at 11 o'clock A. M.

All that piece or parcel of ground situate in the Seventh Election District of Anne Arundel County and described as follows:

Beginning for the same at the Southeast corner of said Block 17, at the intersection of Cedarhurst Drive with Spring Avenue and running thence Northerly along the Westerly side of said Avenue for a distance of 173.7 feet; thence leaving said Avenue and at right angles thereto Westerly for a distance of 490 feet to Lake Avenue; thence Southerly along the Easterly line of said Lake Avenue for a distance of 87.3 feet to intersect the Northerly line of Cedarhurst Drive, as now located; thence Easterly along the Northerly line of said Road or Drive as now located the three following distances: 190.7 feet to the first angle therein; 113.2 feet to the second angle therein and 198.6 feet to Spring Avenue and the place of beginning.

Liber 25 July 1952.

Together with the rights and privileges granted and subject to the conditions set forth in the deed from the Waterfront Development Company to Charles Khuen, et al, dated May 15, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 77 folio 19.

Improved by a three-story brick and cinder-block building, containing three rooms, kitchen, two storage rooms, front porch, a large dining room, and lavatory facilities for both men and women; four rooms and bath on second floor and four rooms on third floor; also electricity and water.

Terms: One thousand dollars at time of sale, balance with interest at 6% on ratification of the sale by the Court or all cash at time of sale. Taxes to be adjusted to day of sale.

For further particulars apply to the undersigned.

GEORGE W. SCIBLE
Auctioneer

MARVIN I. ANDERSON
Assignee

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Exhibit "A"

(over)

This is to certify ~~that~~ we I have this day purchased at public auction the property herein described from Marvin I. Anderson, Assignee, at and for the sum of $9,000.00 Dollars and I hereby agree to comply with the terms of sale.

Witness ~~my~~ our hand and seal this 18th day of July, 1952.

Witness:

Marvin I. Anderson

Joseph C. Khuen (SEAL)

Francis A. Khuen (Seal)

This is to certify that I have this day sold at public auction the property herein described for Marvin I. Anderson, Assignee, to Joseph C. Khuen & Francis A. Khuen at and for the sum Nine thousand Dollars, ~~he~~ they being at that price the highest bidder therefor, and that said sale was fairly made.

Witness my hand and seal this 18th day of July, 1952.

Witness:

Catherine N. Botts

Marvin I. Anderson

~~George W. Scible, Auctioneer~~

Assignee

Filed 25 July, 1952.

ORDER NISI

LIBER 80 PAGE 13

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

~~XXXXXXXX~~

FRED J. DUMMER, SR. and
BETTY J. HURLBUT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,506 Equity

Filed 25th July, 1952.

Ordered, this 25 day of July, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 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 1 day of September next.

The report states that the amount of sales to be $ 9,000.00.

John A. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXXXX~~

FRED J. DUMMER, SR. and
BETTY J. HURLBUT

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 5th Sept., 1952.

ORDERED BY THE COURT, This 5th day of September, 1952, that the sale made and reported by the ~~Trustees~~ 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 ~~Trustees~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
judge

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LIBER 80 PAGE 14 FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 5, 1952

We hereby certify, that the annexed

Order Nisi-Sale

Equity number 10,506

Fred J. Dummer Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of September, 1952 The first insertion being made the 31st day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG.....

14

Filed 4 Sept., 1952.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,500 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF FRED J. DUMMER, SR., and BETTY J. HURLBUT.

Ordered, this 25th day of July, 1952. That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of September next.

The report states that the amount of sales to be $9,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Fred J. Dummer, Sr.
and
Betty J. Hurlbut

In the

Circuit Court

For

Anne Arundel County

No. 10,506 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 Sept., 1952.

September 15, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Fred J. Dummer, Sr., and Betty J. Hurlbut in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	300	00	350	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	93		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	10	71		
Evening Star Newspaper Co. -advertising sale	16	72		
National Surety Co. - bond premium	48	00		
Clerk of Court - recording assignment		75		
One-half Federal revenue stamps	4	95		
One-half State revenue stamps	4	95		
Myrtle Sturm - notary fee		50	131	51
To Assignee for Taxes, viz:				
1952 State and County taxes ($110.26-adj)	50	13	50	13
To Charles Khuen, Joseph C. Khuen and Francis A. Khuen, mortgagees - this balance on account mortgage claim	8,430	61	8,430	61
			9,000	00
Amount of mortgage claim filed	11,567	33		
Cr. Amount allowed as above	8,430	61		
Balance subject to decree in personam	3,136	72		

with Marvin I. Anderson, Assignee Cr.

1952				
July	18	Proceeds of Sale	9,000 00	9,000 00
			9,000 00	

Filed 16 Sept., 1952. Filed 13 Nov., 1952.

ORDER NISI

LIBER 80 PAGE 18

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Fred J. Dummer, Sr. and Betty J. Hurlbut

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,506 Equity.

ORDERED, This 16 day of September, 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 27 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of October next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of November, 19 52, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge

Filed 13 Nov., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,506 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of FRED J. DUMMER, SR., And BETTY J. HURLBUT.

Ordered, this 16th day of September, 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 27th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of October next.

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

o-9

Filed 12 Nov., 1952.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11th, 19 52

We hereby certify, that the annexed

Order Nisi - And Acct.
Equity 10,506
Fred J. Dummer Sr.
Betty J. Hurlbut

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of October; 1952. The first insertion being made the 25th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG. 793

19

EMILY E. EVANS Linthicum Hgts.,A.A.Co.,Md. and GEORGE T. CROMWELL Ferndale, A.A.Co.,Md. Executors and Trustees of the Estate of Luther C. Downs	*	NO. 10,313 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
EMILY E. EVANS, individually and DONALD EVANS, her husband Linthicum Hgts., A.A.Co.,Md.	*	
MARTHA K. JONES and ASHTON BLAIR JONES, her husband Utah Ave., Chevy Chase, D.C.	*	
versus	*	
FLORENCE J. DOWNS, widow Linthicum Hgts.,A.A.Co., Md.	*	
LUCY PAGE JONES, infant Utah Ave., Chevy Chase, D.C.	*	
MARTHA BOND EVANS, infant Linthicum Hgts., A.A.Co.,Md.	*	
ANN ELIZABETH EVANS, infant Linthicum Hgts., A.A.Co.,Md.	*	
And any unborn child or children of Emily E. Evans and Martha K. Jones.	*	
And any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein.	*	
And each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents.	*	

* * *

Filed 7 Sept. 1951

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That Luther C. Downs died on the 29th day of October, 1950, leaving surviving him as sole heirs at law, his widow, Florence J. Downs and his two daughters, Emily E. Evans, and Martha K. Jones.

2. That Lucy Page Jones, infant, is the only child in being of Martha K. Jones, and Martha Bond Evans and Ann Elizabeth

Evans are the only children in being of Emily E. Evans.

3, That the said Luther C. Downs, left a last will and testament dated July 16, 1945, admitted to probate by the Orphans Court of Anne Arundel County under date of December 12, 1950, wherein the complainants, Emily E. Evans and George T. Cromwell, were named executors as well as trustees and they qualified as executors on December 14, 1950. A certified copy of said will and letters of administration are filed herewith marked "Complainants Exhibit One and Two" respectively and are prayed to be taken as a part hereof.

4. That your complainants, Emily E. Evans and George T. Cromwell, Executors as aforesaid, duly filed their inventory of both real and personal property in the Orphans Court of Anne Arundel County on the 29th day of May, 1951. A certified copy of which is filed herewith marked "Complainants Exhibit Three and Four" respectively and are prayed to be taken as a part hereof.

5. That on June 15, 1951 the said Florence J. Downs filed her renunciation of the provisions for her under said will and elected to take her legal share of both the real and personal estate of her husband. A certified copy of said renunciation is filed herewith marked "Exhibit Five" and is prayed to be taken as a part hereof.

6. That the said last will and testament of Luther C. Downs as will appear by reference thereto, provided in paragraph three-d that the trust estate should be distributed on the death of his wife, Florence, to Emily E. Evans and Martha K. Jones, his daughters, if then living, or the survivor, and further expressed a desire that the residence be distributed to Emily E. Evans at a valuation of $5500.00.

7. That by paragraph three-e of said last will and testament the said Luther C. Downs provided among other things in the event of the death of xxx" either or both of said daughters after the death of my wife xvx" the trust should continue for the

benefit of the issue of his daughters until the youngest child became twenty-one (21) years of age and thereupon the trust should cease.

8. That by paragraph three-f of said last will and testament the said Luther C. Downs provided that if both daughters died during the lifetime of his wife without lawful issue surviving, at the death of his wife the trust should cease and the corpus distributed to "my then living legal heirs and next of kin."

9. That it is impossible to determine those persons who might be the "then living legal heirs and next of kin" of the testator, Luther C. Downs, and therefore "all persons known or unknown who might have an interest in this cause are joined as parties for that reason.

10. That your orators believe , and therefore aver , that the language and provisions in the said last will and testament of Luther C. Downs, deceased, are ambiguous, uncertain and repugnant, for which reason your orators believe that the said language and provisions of said last will and testament of Luther C. Downs should be construed for the further guidance of your orators, that the effect of the renunciation of the widow be determined and the court assmue jurisdiction of the further administration, handling and distribution of the estate, both corpus and income.

To the end therefore:

1. That this Honorable Court may take jurisdiction in the premises and may advise and direct your orators as executors and/or trustees in the further administration of said estate.

2. That this Honorable Court may instruct your orators as to the effect of the renunciation of the testator's widow as to corpus and income of the estate.

3. That this Honorable Court may instruct your orators as to the effect of the renunciation of the testator's widow on the various provisions of the will.

4. That this Honorable Court may assume jurisdiction

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over trust, should the will be construed to create a trust.

5. That the estate be distributed under the jurisdiction of this Honorable Court as to both corpus and income.

6. And for such other and further relief as to the Court may be deemed just and equitable.

May it please your honors to grant unto your orators the writ of subpoena directed to the said Florence J. Downs, Martha Bond Evans, infant, and Ann Elizabeth Evans, infant, commanding them to be and appear in this Court on some certain day to be named therein, to answer the premises and abide by and perform such duties as may be passed therein; and also the Order of Publication giving notice to the non-resident defendants, Lucy Page Jones, infant, the unborn child or children of Emily E. Evans and Martha K. Jones, and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein; and each, every and all other person or persons, known or unknown, who may or might have an interest in this cause who are residents or non-residents.

And as in duty bound, etc.

Emily E. Evans
EMILY E. EVANS

George T. Cromwell
GEORGE T. CROMWELL
Executors and Trustees of the
Estate of Luther C. Downs

Marvin I. Andersson
Marvin I. Andersson, Solicitor
for complainants

Emily E. Evans
EMILY E. EVANS

Donald E. Evans
DONALD E. EVANS

Martha K. Jones
MARTHA K. JONES

Ashton Blair Jones
ASHTON BLAIR JONES

1.00

I, Luther C. Downs, of Anne Arundel County, State of Maryland, do make the following as and for my last will and testament.

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

First: I give and bequeath unto my son-in-law, Donald Evans, the automobile owned by me at the time of my death.

Second: All of the rest of my household goods and personal effects, I give and bequeath unto my wife, Florence, and my two daughters, Emily E. Evans and Martha K. Jones, share and share alike, the same to be divided among themselves as they may mutually agree upon.

Third: All the rest and residue of my estate of whatsoever kind and wheresoever situate, real, personal and mixed, I give, devise and bequeath unto my daughter, Emily E. Evans and my nephew, George T. Cromwell, and the survivor of them, in special trust and confidence, however, to and for the following purposes:

a. To permit my wife, Florence J. Downs, to occupy my residence property at 204 Hilltop Road, Linthicum Heights, Maryland, so long as she shall live and I direct my trustees to pay all special charges and make the necessary repairs from time to time and such other expenses as they deem are necessary in order to keep the property in good repair and free from lien. All costs and expenses so incurred are to be a first charge against the income as well as the corpus of my estate so held in trust by said trustees.

b. To invest, re-invest, sell, mortgage, convey, transfer or assign any or all of the securities, real and personal estate, comprising said trust fund, at their absolute discretion at any time and from time to time during the continuance of the trusts hereby created and free from the necessity of those dealing with said Trustees looking to the application of the purchase or mortgage money. All stock dividends on securities belonging to said trust

Filed 7 Sept., 1951

"Complainants' Exhibit One"

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shall be treated as corpus and all extra or special cash dividends as income. I do further empower my said Trustees to make any distribution of the trust funds herein directed, in kind or in cash, as to them may seem just and equitable.

c. To collect the income from said trust estate and after the payment of all necessary charges and expenses, to pay the same in equal quarterly installments into the hands of my wife, Florence J. Downs, for and during the life of my said wife.

d. At the death of my said wife, Florence, provided both of my daughters be then living, my said trustees shall distribute the entire trust estate, free of trust, equally between my two daughters, Emily E. Evans and Martha K. Jones, however, in this distribution, it is my desire that the residence property, 204 Hilltop Road, Linthicum Heights, Maryland, be distributed to my daughter, Emily E. Evans, and the valuation for purpose of distribution shall be consideras Fifty-Five Hundred Dollars ($5500.00) and in the event of the death of either of my daughters prior to the death of my wife, then upon the death of my wife, the entire trust estate shall be distributed to the survivor of my said daughters.

e. In the event of the death of either or both of my said daughters after the death of my wife, living lawful issue, her or them surviving, said trustee shall thereupon continue in further trust said estate for the benefit of such issue of my said deceased daughter or daughters as the case may be, until the youngest child of said deceased daughter or daughters, as the case may be, attains the age of twenty-One years and all income therefrom shall be distributed pro rata during the period of the trust until such time as the youngest child of said deceased daughter or daughters, as the case may be, attains the age of twenty-one years, whereupon said trust shall terminate and shall be distributed by my trustees, free of trust, equally among said children, the lawful issues of my said daughter or daughters.

f. In the event of the death of both of my said daughters, during the lifetime of my wife, without lawful issue them surviving, and at the death of my said wife, said trust shall terminate and the entire corpus thereof shall be distributed by my said trustees unto my then living legal heirs and next of kin.

Fourth: At the death of either of my said trustees, the surviving trustee shall carry out the terms of the trust hereby created during the continuance of the trust.

Fifth: I direct my said Trustees to pay the funeral expenses of my said wife out of the corpus of the trust estate hereby created under the Third Paragraph of this my will, before making any distribution of the corpus of said trust as provided in the Third Paragraph hereof.

Sixth: I hereby constitute and appoint my daughter, Emily E. Evans and my nephew, George T. Cromwell, the executors without bond of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and I do hereby expressly give unto my said Executors full power to sell any property, either real or personal, owned by me at the time of my death, without application to or approval of the Orphans Court and without any purchaser being required to see to the application of the purchase money.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal this 16th day of July 1945.

/s/ Luther C. Downs (SEAL)

Signed, Sealed, Published and Declared by the above named testator, Luther C. Downs, as and for his last will and testament, in our presence, who at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses.

/s/ N. Barton Benson

/s/ Jane D. Buddecke

LIBER 80 PAGE 26

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 LUTHER C. DOWNS

late of said County deceased and said Will was *taken from* the original

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* August *in the year of our Lord, nineteen hundred and fifty* one.

Register of Wills for Anne Arundel County

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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 Luther C. Downs deceased, was on the 14th day of December in the year of our Lord one thousand nine hundred and fifty, granted and committed unto Emily E. Evans and George T. Cromwell the Executors by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

Filed 7 Sept., 1951

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 14th day of December in the year of our Lord nineteen hundred and fifty.

TEST:

R. Green Frost
Register of Wills for Anne Arundel County
By Clemmie C. Burwell
Deputy

"Complainants' Exhibit Two"

9

2.50

LIBER 80 PAGE 28

Filed May 28, 1951
Register of Wills for
Anne Arundel County

THE STATE OF MARYLAND,

To John L. Stieff
and
Fred W. Kuethe
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Luther C. Downs, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 14th day of December in the year of our Lord one thousand nine hundred and fifty

TEST R. Glenn Prout (signed)
Register of Wills for Anne Arundel County.

Filed 7 Sept, 1951

We John L. Stieff and Fred W. Kuethe do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Luther C. Downs late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

John L. Stieff (signed)
Fred W. Kuethe (signed)
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said John L. Stieff and Fred W. Kuethe before the undersigned, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 25th day of April in the year of our Lord one thousand, nine hundred and 51.

Helen A. Leman (signed)
(Notarial seal) Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Luther C. Downs late of Anne Arundel County, deceased, appraised by the subscriber John L. Stieff and Fred W. Kuethe jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

"Complainants' Exhibit Three"

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1.	1 lot and improvements at Kingston Heights lot approximately 75' x 185'	$2800.00
2.	Acreage west side of W.B.&A.R.R.R/w in Baltimore City 7.41 acres	741.00
3.	1.93 acres east side of W.B.&A.R.R.R/w in Baltimore City	580.00
4.	18 acres more or less English Consul Baltimore County	1825.00
5.	204 W. Hilltop Road Linthicum Heights Lot and improvements	10000.00
		$15,946.00

For title reference see the following:

Deed- Stevenson A. William et al to Luther C. Downs dated August 6, 1902 rec. N.B.M. 263 folio 362 (Balto. Co.)

Deed L. Hicks Downs, bachelor to Luther C. Downs dated January 14, 1922-recorded S.C.L. 3818 folio 76 (Baltimore City) 1/2 undivided interest

Remaining 1/2 interest to Luther C. Downs under will of L. Hicks Downs recorded in A.A.Co. also Baltimore City

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Luther C. Downs deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 23 day of May in the year of our Lord one thousand nine hundred and fifty-one

John L. Stieff (signed) [Seal.]

Fred W. Kuethe (signed) [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 15,946.00

Geo. T. Cromwell

Emily E. Evans

Executors

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 23rd day of May in the year of our Lord one thousand, nine hundred and fifty one personally appeared George T. Cromwell and Emily E. Evans, Executors of the Estate of Luther C. Downs, deceased late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Luther C. Downs deceased, within the State of Maryland, that has come to ~~their~~ knowledge, and that should ~~they~~ hereafter discover any other Real Estate belonging to the said deceased in said State ~~they~~ will return an additional Inventory thereof.

Sworn to before the Subscriber,

John R. Rickert

Notary Public *Register of Wills for Anne Arundel County.*

(Notarial Seal)

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INVENTORY

—OF—

REAL ESTATE

—OF—

Luther C. Downs

Deceased.

PASSED BY ORDER OF COURT

this 29" day of May, 19 51

Owain E. Owens C. J.

Charles C. Hill

Weems R. Duvall

Recorded in Liber R.C.P.

No. 3 Folio 428

Administration Docket
R.C.P. 3 folio 139.

LIBER 80 PAGE 32

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 INVENTORY OF REAL ESTATE OF LUTHER C. DOWNS

late of said County deceased and said Inventory of Real Estate was *taken from* the Original *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* August *in the year of our Lord, nineteen hundred and fifty* one.

Register of Wills for Anne Arundel County

).60

LIBER 80 PAGE 33

No. 7937

CASH INVENTORY. Filed May 18, 1951
Register of Wills for Anne Arundel Co.

A True and Perfect Inventory of all the cash belonging to the estate of LUTHER C. DOWNS, deceased Anne Arundel County, Md., deceased, and which has come into the hands of his executors

Maryland Trust Company., Baltimore, Md. (checking account	$4,714.04
Arundel Federal Savings & Loan, Balto, Md. Acct. #58	2,689.54
Glen Burnie Savings & Loan, Glen Burnie, Md. Acct. 802	3,565.48
Wellham Building & Loan, Ferndale, Md. Acct. #36	7,852.54
	18,821.60

John L. Steiff (signed)
Appraiser

Fred W. Kuethe (signed)
Appraiser

Emily E. Evans (signed)
Executor

Geo. T. Cromwell (signed)
Executor

Signed and sworn to before me, a Notary Public of Anne Arundel County State of Maryland, by John L. Stieff and Fred W. Kuethe, Appraisers and George T. Cromwell and Emily E. Evans, Executors.

(signed) John R. Rickert
Notary Public

(Notarial Seal)

Filed in Administration Docket R.C.P. No. 3 folio 139 and recorded in R.C.P. No. 3 folio 427.

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LIBER 80 PAGE 34

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 CASH INVENTORY, ESTATE OF LUTHER C. DOWNS

late of said County deceased said Cash Inventory was *taken from* the Original

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* August *in the year of our Lord, nineteen hundred and fifty* One.

Register of Wills for Anne Arundel County

3.00

TER 80 PAGE 35

Filed May 28, 1951
Register of Wills for
Anne Arundel County

The State of Maryland

To John L. Stieff

AND

Fred W. Kuethe

Greeting:

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of Luther C. Downs late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

WITNESS Swain E. Owens

Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this 14th day of December in the year of our Lord one thousand nine hundred and fifty

TEST: (signed) H. Glenn Prout,
Register of Wills for Anne Arundel County.

Filed 7 Sept., 1951.

WE, John L. Stieff and Fred W. Kuethe do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Luther C. Downs, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

(signed) John L. Stieff

(signed) Fred W. Kuethe

Appraisers.

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said John L. Stieff and Fred W. Kuethe, before the undersigned, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 25th day of April in the year of our Lord one thousand nine hundred and 51

(notarial seal)

(signed) Helen A. Leman,
Notary Public *for Anne Arundel County.*

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Luther C. Downs, late of Anne Arundel County, deceased, appraised by us, the subscribers, John L. Stieff and Fred W. Kuethe jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

"Complainants Exhibit Four"

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PERSONAL ESTATE OF LUTHER C. DOWNS

Living Room

3-Piece Living Room Set	$15.00
1 Walnut Veneer Table	3.50
1 Arm Chair	5.00
1 R.C.A. Radio	2.50
1 Magazine Rack & Table	1.00
Fireplace Irons, etc.	10.00
1 Seth Thomas Clock	15.00
1 Lamp (metal)	6.00
1 Lot of Books (2 Shelves)	4.00
1 Large Rug (New in 1930)	6.00
3 Small Rugs	6.00
Portiers	1.00
	$75.00

Hall

1 Desk)	$ 5.00
1 Chair)	
2 Rugs	6.00
1 Costumer	.50
	$11.50

Dining Room

Portiers	$ 1.00
1 Serving Table	1.00
1 Clock	.75
1 Rug	5.00
1 Set Chimes	1.00
	$ 8.75

Kitchen

1 Table	$ 1.25
2 Chairs	.50
1 Stool	.25
1 Stove (Gas) (Weisketel)	10.00
1 Electric Ice Box	20.00
	$32.00

Basement

1 G.E. Freezer - $200.00 (½ Int. to L.C.Downs Est.)	$100.00
1 Rug Box	2.50
2 Chairs	1.50
	$104.00

Master Bedroom

1 Double Bed Set)	
Bureau)	
Chiffonier)	
Dressing Table)	
2 Rockers)	$20.00
1 Settee)	
2 Chairs)	
1 Rug)	$20.00

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PERSONAL ESTATE OF LUTHER C. BOONS (CONT'D)

Room Over Hall

1 Old Iron Bed	$ 1.50
	$ 1.50

Bedroom S.E.Corner

1 Double Bed - Emile's Chiffonier Dressing Table	$10.00
3 Chairs	
2 Rugs	
	$10.00

Bedroom N.E. Corner

1 Single Bed (Metal) 1 Desk 1 Bureau 2 Chairs 1 Rug	$ 5.00
	$ 5.00

1 Revolver 32 S & W	$ .50
1 Elgin Watch	1.50
1 Power Lawn Mower (B & S)	35.00
1 Wheelbarrow	1.00
1 Lot of Garden Tools	1.00
1 Hand Lawn Mower	5.00
	$44.00
1 Buick Sedan	$100.00

TOTAL $ 411.75

BONDS	Value October 29, 1950	
5 - $1000 Bonds, Nos. 15,16,17,18 &19 Anne Arundel Co. Sanitary Comm. 4½s 10/15/58	122.46	6,123.00 ✓
1 - $1000 Bond No.18-Anne Arundel Co. Sanitary Comm. 4½s 8/1/61	128.00	1,280.00 ✓
2 - $1000 Bonds, Nos. 79 & 80 Anne Arundel Co. Sanitary Comm. 3s 12/1/68	116.08	2,321.60 ✓
5 - $1000 Bonds, Nos.184,187,188, 189,& 190 Anne Arundel County School 3½s 9/1/55	108.88	5,444.00 ✓
1 - $1000 Bond No.8423 New York City 3½s 8/1/70	116.05	1,160.50 ✓
7 - $1000 Bonds, Nos.93,94,95,96, 97,98 & 99 Prince Georges Co, Md. 3½s 10/1/52	104.00	7,280.00 ✓
5 - $1000 Bonds Nos.576, 577, 578, 579, & 580 Washington Suburban Sanitary Dist. 2s 11/1/73	96.54	4,827.00 ✓
5 - $1000 Bonds Nos.636,637,638, 639 & 640 Washington Suburban Sanitary Dist. 2.60s 1/1/70	104.80	5,240.00 ✓

2 - $1000 Bonds, Nos.971 & 972 Washington Suburban Sanitary Dist. 2.20s 6/1/81	96.00	1,920.00✓	
			$35,596.10

STOCKS

✓12 Shares The Sperry Corp. #T.J. 0324 Common Stock	28.96	347.52	
✓40 Shares Safe Deposit & Trust Co. #03546 & #03283	68.50	2,740.00	
✓12 Shares North American Aviation, Inc. N.Y.#20776 Capital Stock	14.375	172.50	
50 Shares The First National Bank of Falto. #34215 Capital Stock-Par value $10.00	45.25	2,262.50	
1 Certificate of Indebtedness-The Baltimore Trust Company #34341, no value			5,522.52
	TOTAL		$ 41,530.37

One-third Interest in the estate of John W. Downs, deceased.

Value October 29, 1950

$21,000 U. S. Treasury 2½s 6/15/69/64 101/15/32	$21,308.44	
7,000 U.S. Treasury 2½s 12/15/69/64 101/9/32	7,089.69	
5,000 U. S. Treasury 2½s 12/15/72/67 100 27/32	5,042.19	
	$33,440.32	
1/3-		11,146.77
	FINAL TOTAL	$ 52,677.14

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WE, THE SUBSCRIBERS, DO CERTIFY that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Luther C. Downs, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seals this 23" day of May, 19 51.

John E. Stieff [SEAL]

Fred W. Kuethe [SEAL]

Appraisers.

Amount of appraisement as above, $52,677.14

Cash in the house at time of deceased's death,

Cash in bank at time of deceased's death, (see cash inventory)

Whole amount of Inventory, $52,677.14

TEST:

(signed) Emily E. Evans

(signed) Geo. T. Cromwell

Executors

ANNE ARUNDEL COUNTY, ss:

On the 23rd day of May, 19 51 came George T. Cromwell and Emily E. Evans, executors of the Estate of Luther C. Downs, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to their hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to they hands, knowledge, or possession, they will return in an additional Inventory, that they know of no concealment, nor suspect any to be, and if they should hereafter discover any concealment, or suspect any to be; they will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber,

TEST: (signed) John R. Nickert,

Register of Wills for Anne Arundel County.

Notary Public

(notarial seal)

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INVENTORY

—OF—

Personal Estate

—OF—

LIBER 80 PAGE 60

Luther C. Downs
Deceased

Filed ..... 19..

PASSED BY ORDER OF COURT

This 29 day of May 19 51

Owain E. Owens (signed)

Charles G. Hill (signed)

Weems R. Duvall (signed)

Recorded in Liber R.G.P.

No. 3 Folio 139

Administration Docket
R.G.P. 3 folio 139

3,500—8-29—M. & T.

LIBER 80 PAGE 41

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 INVENTORY OF PERSONAL ESTATE OF LUTHER C. DOWNS

late of said County deceased and Inventory of Personal Estate was *taken from* the Original

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* August *in the year of our Lord, nineteen hundred and fifty* one.

Register of Wills for Anne Arundel County

1.00

LIBER 80 PAGE 42

No. 7937

Filed June 15, 1951
Register of Wills for Anne Arundel County.

IN THE MATTER OF	:	IN THE
THE ESTATE OF	:	ORPHANS COURT
LUTHER C. DOWNS, deceased	:	OF
	:	ANNE ARUNDEL COUNTY

RENUNCIATION

I, Florence J. Downs, widow of Luther C. Downs, late of Anne Arundel County, deceased, do hereby renounce and acquit all claim to any bequests or devises made to me by the Last Will and Testament of my said husband, exhibited and proved according to law; and I elect to take in lieu thereof my legal share of both the real and personal estate of my said husband.

In witness whereof I have hereunto subscribed my name and affixed my seal this 13th day of June, in the year one thousand, nine hundred and fifty-one.

(signed) Florence J. Downs (SEAL)
Florence J. Downs

Witness:

Jacob S. New (signed)
Jacob S. New

Jane V. Martin (signed)
Jane V. Martin

Renunciation filed in Administration Docket R.G.P. No. 3 folio 139, and recorded in Liber R.G.P. No. 4 folio 430.

Filed 7 Sept, 1951

"Complainants' Exhibit Five"

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LIBER 80 PAGE 43

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 RENUNCIATION OF FLORENCE J. DOWNS, WIDOW, ESTATE OF LUTHER C. DOWNS *late of said County deceased* and said Renunciation was *taken from* the Original *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th. *day of* August *in the year of our Lord, nineteen hundred and fifty* one.

Register of Wills for Anne Arundel County

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Marvin I. Anderson, Solicitor
Annapolis, Maryland

In The Circuit Court for Anne Arundel County

No. 10,313 EQUITY

Emily E. Evans and George T.Cromwell, Executors and Trustees of the Estate of Luther C. Downs, Emily E. Evans, individually and Donald Evans, her husband, Martha K. Jones and Ashton Blair Jones, her husband versus Florence J. Downs, Lucy Page Jones, Martha Bond Evans, Ann Elizabeth Evans, and any unborn child or children of Emily E. Evans and Martha K. Jones, and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, and each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents.

ORDER OF PUBLICATION

The object and purpose of this proceeding is to have this Court assume jurisdiction in this cause; that Court construe the provisions of the last will and testament of Luther C. Downs and the effect of the renunciation by the testator's widow as to both income and corpus and that the executors and/or trustees be advised and directed in the further administration and distribution of the estate both as to income and corpus and for further relief. The Bill of Complaint alleges that Luther C. Downs died on the 29th day of October, 1950, leaving surviving him as his sole heirs at law, his widow, Florence J. Downs, and two daughters, Emily E. Evans and Martha K. Jones; that Lucy Page Jones, infant is the only child of Martha K. Jones, and Martha Bond Evans and Ann Elizabeth Evans are the only children of Emily E. Evans; that Luther C. Downs left a last will and testament dated July 16, 1945 admitted to probate in the Orphans Court of Anne Arundel County wherein Emily E. Evans and George T. Cromwell were named executors and trustees;

Filed 7 Sept., 1951.

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that the executors have filed inventories of the real and personal property in the Orphans Court; that the widow has renounced the provisions of the will; that the will provided for the distribution of the trust estate on the death of his widow to Emily E. Evans and Martha K. Jones, if living and that the residence be distributed to Emily E. Evans at a certain valuation; that said will also provided that in the event of the death of either or both of said daughters after the death of his wife the trust was to continue for the benefit of the issue of his daughters until the youngest child was 21 years of age; said will further provided if both daughters died during the lifetime of the wife without lawful issue, then at the death of his wife the trust should cease and be distributed to his then living legal heirs and next of kin; that it is impossible to determine those persons who might be the then living legal heirs and next of kin of the testators and therefore all known and unknown persons who might have an interest in this cause are joined as parties for that reason. That your orators believe and therefore avers that the language and provisions in said will are ambiguous, uncertain and repugnant and for this reason should be construed for the guidance of your orators, the effect of the renunciation determined and the court assume jurisdiction of the further administration and distribution of the estate both corpus and income.

It is thereupon this 7 day of September, 1951, ordered by the Circuit Court for Anne Arundel County that the plaintiffs by cause a copy of this order to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four successive weeks before the 15 day of October, 1951, giving notice to Lucy Page Jones, infant non resident, and any unborn child or children of Emily E. Evans and Martha K. Jones, and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, and each, every, and all

other person or persons, known or unknown who may or might have an interest in this cause, who are residents or non-residents of this State of the objects and substance of this bill and warning them to appear in this Court, in person or by solicitor on or before the 31 day of October, 1951, to show cause, if any they have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd.
Clerk

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LIBER 80 PAGE 47

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustee of the Estate of Luther C. Downs, et. al.,	:	NO. 10,313 EQUITY
	:	IN THE
	:	CIRCUIT COURT FOR
Vs.	:	
	:	ANNE ARUNDEL COUNTY
Florence J. Downs, widow, et. al.	:	
	:	

: :

ANSWER OF FLORENCE J. DOWNS, DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Florence J. Downs, widow, one of the defendants in the above entitled Bill of Complaint, respectfully represents unto your Honors:

1. - Your Respondent admits the matters and facts alleged in paragraphs 1, 2, 3, 4 and 5 thereof.

2. - Your Respondent admits the matters and facts alleged in paragraphs 6, 7, 8, and 9 thereof, but refers the Court to the last Will and Testament of Luther C. Downs filed with the Bill of Complaint as Complainants' Exhibit No. 1 for fuller information concerning the provisions of said last Will and Testament.

3. - Your Respondent admits that the language and provisions of the said last Will and Testament are in part, ambiguous, uncertain, and repugnant; your Respondent having heretofore filed her renunciation of the provisions made for her in the last Will and Testament of the said Luther C. Downs, and having elected to take in lieu thereof her legal share of both the real and personal estate as widow, she is advised and believes, and therefore alleges, that she is entitled to take and receive one-third of the real estate and one-third of the surplus personal estate of the said Luther C. Downs.

And having fully answered said Bill of Complaint, your Respondent prays that she may be henceforth dismissed with her proper costs.

AND as in duty bound, etc.

Jacob S. New

John O. Herrmann

Solicitors for Respondent,
1120 Fidelity Bldg.
Baltimore-1, Md.

Florence J. Downs
Florence J. Downs, - Respondent

Filed 18 Sept 1951

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I HEREBY CERTIFY that a copy of the aforegoing Answer was mailed to Marvin I. Anderson, Esq., Solicitor for Complairants, at his office No. 20-U West Street, Annapolis, Maryland, on this 17th day of September, 1951.

John O. Herrmann

John O. Herrmann

Solicitor for Respondent.

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MARVIN I. ANDERSON, Solicitor
Annapolis, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,313 Equity

Emily E. Evans and George T. Cromwell, Executors and Trustees of the Estate of Luther C. Downs, Emily E. Evans, individually and Donald Evans, her husband, Martha K. Jones and Ashton Blair Jones, her husband, versus Florence J. Downs, Lucy Page Jones, Martha Bond Evans, Ann Elizabeth Evans, and any unborn child or children of Emily E. Evans and Martha K. Jones, and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, and each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents.

ORDER OF PUBLICATION

The object and purpose of this proceeding is to have this Court assume jurisdiction in this cause; that Court construe the provisions of the last will and testament of Luther C. Downs and the effect of the renunciation by the testator's widow as to both income and corpus and that executors and/or trustees be advised and directed in the further administration and distribution of the estate both as to income and corpus and for further relief. The Bill of Complaint alleges that Luther C. Downs died on the 20th day of October, 1950, leaving surviving him as his sole heirs at law, his widow, Florence J. Downs, and two daughters, Emily E. Evans and Martha K. Jones; that Lucy Page Jones, infant is the only child of Martha K. Jones, and Martha Bond Evans and Ann Elizabeth Evans are the only children of Emily E. Evans; that Luther C. Downs left a last will and testament dated July 16, 1945 admitted to probate in the Orphans Court for Anne Arundel County wherein Emily E. Evans and George T. Cromwell were named executors and trustees; that the executors have filed inventories of the real and personal property in the Orphans Court; that the widow has renounced the provisions of the will; that the will provided for the distribution of the trust estate on the death of his widow to Emily E. Evans and Martha K. Jones, if living and that the residence be distributed to Emily E. Evans at a certain valuation; that said will also provided that in the event of the death of either or both of said daughters after the death of his wife the trust was to continue for the benefit of the issue of his daughters until the youngest child was 21 years of age; said will further provided if both daughters died during the lifetime of the wife without lawful issue, then at the death of his wife the trust should cease and be distributed to his then living legal heirs and next of kin; that it is impossible to determine those persons who might be the then living legal heirs and next of kin of the testators and therefore all known and unknown persons who might have an interest in this cause are joined as parties for that reason. That your orators believe and therefore aver that the language and provisions in said will are ambiguous, uncertain and repugnant and for this reason should be construed for the guidance of your orators, the effect of the renunciation determined and the court assume jurisdiction of the further administration and distribution of the estate both corpus and income.

It is thereupon this 7th day of September, 1951, ordered by the Circuit Court for Anne Arundel County that the plaintiffs by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, State of Maryland, once a week for four successive weeks before the 15th day of October, 1951, giving notice to Lucy Page Jones, infant non resident, and any unborn child or children of Emily E. Evans and Martha K. Jones, and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, and each, every, and all other person or persons, known or unknown who may or might have an interest in this cause, who are residents of this bill and warning them to appear in this Court, in person or by solicitor on or before the 31st day of October, 1951, to show cause, if any passed as prayed.

they have, why a decree should not be
JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.

o-4

LIBER 80 PAGE 49

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1951

We hereby certify, that the annexed Order of Publication Equity No. 10,313 Emily E. Evans

was published in

Filed Nov. 19th 1951

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for successive weeks before the 31st day of October, 1951. The first insertion being made the 13th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bitten Falls

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EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustee of the Estate of Luther C. Downs, et al,	*	NO. 10,313 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	*	
	*	

* * *

PETITION FOR THE APPOINTMENT
OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in the above entitled case respectfully shows:

1. That Lucy Page Jones, infant non-resident, as well as any unborn child or children of Emily E. Evans and Martha K. Jones and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, have been duly notified by Order of Publication and Martha Bond Evans, infant, and Ann Elizabeth Evans, infant, have been duly summoned.

2. That the aforesaid parties being infants or an unborn child or children or not in being cannot answer and defend this suit for themselves.

3. That under the statutes your petitioner is entitled to have a Guardian Ad Litem to appear and answer for said infants as well as for the unborn child or children and parties not in being.

Your Petitioner, therefore prays your Honors to appoint a Guardian Ad Litem to appear and answer for said infant defendants, as well as for the unborn child or children of Emily E. Evans and Martha K. Jones, and parties not in being.

Solicitor for Petitioner

Filed 19 Nov, 1931

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Filed 18 Dec., 1951.

ORDER OF COURT

Ordered this 18th day of December, 1951, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that Myrtle Sturm, be and she is hereby appointed Guardian Ad Litem to appear and answer for Lucy Page Jones, Martha Bond Evans and Ann Elizabeth Evans, infant defendants in the above cause and also for the unborn child or children of Emily E. Evans and Martha K. Jones and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein.

[signature]
JUDGE

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustee of the Estate of Luther C. Downs, et al	*	NO. 10,313 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	*	
	*	

****

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in this case, respectfully show:

That heretofore they filed their Bill of Complaint against certain defendants therein and each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents.

That on Order of Publication was duly published, as will be seen by the Certificate of Publication filed herewith, but no one has appeared or answered the said Order of Publication on behalf of any of the parties designated as "each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents."

Wherefore your Petitioner prays:

That a decree may be passed declaring the Plaintiffs to be entitled to relief in the premises and a Decree Pro Confesso entered against the aforementioned parties.

AND AS IN DUTY BOUND, ETC.

Solicitor for Petitioners

ORDER OF COURT

The parties defendant designated as "each, every

Filed 19 Nov., 1951.

Filed 18 Dec., 1951.

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and all other person or persons, known or unknown, who may or might have an interest in this cause who are residents or non-residents" having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear or file their answer thereto, and no one having appeared on their behalf, it is thereupon this 18 day of December, 1951, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the complainants be and they are entitled to relief in the premises, and that the Bill of Complaint be and it is hereby taken pro confesso against said defendants designated in said Bill of Complaint as "each, every, and all other person or persons, known or unknown, who may or might have an interest in this cause, who are residents or non-residents."

JUDGE

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustee of the Estate of Luther C. Downs, et al,	*	NO. 10,313 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al.	*	

* * *

ANSWER OF GUARDIAN AD LITEM

The Answer of Lucy Page Jones, Martha Bond Evans, and Ann Elizabeth Evans, infant defendants in the above cause and also the unborn child or children of Emily E. Evans and Martha K. Jones and any person not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered herein, by Mrytle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Emily E. Evans, et. al., against them in this Court exhibited.

The defendants being infants, unborn or under other legal disability 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.,

Mrytle Sturm
Guardian Ad Litem

Filed 21 Dec., 1951.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 10,313 EQUITY
FLORENCE J. DOWNS, and others,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 1 Mar, 1952

Luther C. Downs, late of Anne Arundel County, deceased, departed this life October 29, 1950, seized of some real estate, and possessed of considerable personalty, leaving him surviving, Florence J. Downs, his widow, two daughters, Emily E. Evans and Martha K. Jones, and three granddaughters. He left a last will and testament dated July 16, 1945, whereby he, by the first paragraph thereof, gave and bequeathed his automobile to his son-in-law, Donald Evans, by the second paragraph thereof, gave and bequeathed all the rest of his household goods and personal effects to his widow and two daughters, to be divided amongst them as they agreed, and, then, by the third paragraph (there being six sub-paragraphs lettered from a to f inclusive) thereof, gave devised and bequeathed all the rest and residue of his estate to George T. Cromwell, his nephew, and Emily E. Evans, his daughter, in special trust and confidence, to permit said Florence to occupy his residence property No. 204 Hilltop Road, Linthicum Heights, for so long as she lived, to invest and manage the balance thereof, and to pay the net income derived therefrom to said Florence for and during her life, and then by sub-paragraphs d, e and f provided as follows, that is to say:

"d. At the death of my said wife, Florence, pro-

vided both of my daughters be then living, my said trustees shall distribute the entire trust estate, free of trust, equally between my two daughters, Emily E. Evans and Martha K. Jones, however, in this distribution, it is my desire that the residence property, 204 Hilltop Road, Linthicum Heights, Maryland, be distributed to my daughter, Emily E. Evans, and the valuation for purpose of distribution shall be consider as Fifty-Five Hundred Dollars ($5500.00) and in the event of the death of either of my daughters prior to the death of my wife, then upon the death of my wife, the entire trust estate shall be distributed to the survivor of my said daughters.

"e. In the event of the death of either or both of my said daughters after the death of my wife, living lawful issue, her or them surviving, said trustee shall thereupon continue in further trust said estate for the benefit of such issue of my said deceased daughter or daughters as the case may be, until the youngest child of said deceased daughter or daughters, as the case may be, attains the age of twenty-one years and all income therefrom shall be distributed pro rata during the period of the trust until such time as the youngest child of said deceased daughter or daughters, as the case may be, attains the age of twenty-one years, whereupon said trust shall terminate and shall be distributed by my trustees, free of trust, equally among said children, the lawful issues of my said daughter or daughters. (Emphasis supplied)

"f. In the event of the death of both of my said daughters, during the lifetime of my wife, without lawful issue them surviving, and at the death of my said wife, said trust shall terminate and the entire corpus thereof shall be distributed by my said trustees unto my then living legal heirs and next of kin."

By the fourth paragraph of his said will, said testator directed that in the event of the death of either of his said trustees the survivor should carry out the terms of said trust; by the fifth, he directed his trustees to pay the funeral expenses of his widow out of the corpus of said trust estate before "making any distribution of the corpus of said trust as provided in the third paragraph hereof"; and by the sixth and final paragraph, he appointed the said Emily E. Evans and George T. Cromwell executors thereof and empowered them to sell any of the property, real or personal, owned by him at the time of his death.

This will was duly admitted to probate by the Orphans' Court of Anne Arundel County on December 14, 1950, and letters testamentary on the said Luther C. Downs' estate

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were, on the same day, granted and committed unto the said Emily E. Evans and George T. Cromwell, the executors therein named. The said Luther C. Downs' estate seems to consist of the following (the values used being the appraised values), that is to say:

House and lot No. 204 Hilltop Road,.	$10,000.00	
Other real estate,.....	5,946.00	15946.00
Cash in bank and in building associations,.....		13821.60
Furniture,.....	311.75	
Automobile,.....	100.00	
Bonds, stocks, etc.,.....	52265.39	52677.14
Total,.....		$87444.74

The widow (who was the testator's second wife and not the mother of Mrs. Evans and Mrs. Jones) renounced the provisions made for her in said will, and elected to take in lieu thereof her legal share of both the real and personal estate of her said husband. (Code, Article 93, section 314). Mrs. Evans has two daughters who are respectively fifteen and twelve years of age, and Mrs. Jones has one who is sixteen years old. The executors and trustees and the two daughters have now brought this proceeding against the widow, the grandchildren, the unborn grandchindren and any other persons interested, etc., etc., wherein they allege that said will is ambiguous, uncertain, and repugnant, and ask this court to assume jurisdiction of the further administration of said estate, to construe said will, and to distribute said estate as it should be distributed.

As a general rule, when an attempted prior interest fails because the person to whom it is limited renounces it, succeeding interests are accelerated, except when the terms and circumstances of the limitation manifest a contrary intention, or there is some other reason to prevent such acceleration. (Restatement, Property, sections 231, 232, 233).

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And, this seems to be the Maryland rule. (Keen vs. Brooks, 186 Maryland 543, where all the preceding Maryland cases were reviewed and reconciled by Judge Henderson). In some cases the succeeding interest is accelerated, but remains defeasible. (See Comment h to said section 231 of the Restatement). All this being so, I must, I think, first determine just what this will means before I can determine whether or not the renunciation by Mrs. Downs of the life estate given her by the third paragraph of said will, accelerated the remainders therein provided for, and, if so, whether such remainders are defeasible or indefeasible.

A comparison of the above quoted sub-paragraphs d and f with the provisions of said sub-paragraph e shows that the scheme of the will, as indicated by the former, is in direct conflict with that indicated by the latter. Sub-paragraphs d and f provide for a distribution of the trust fund upon the life tenant's death, while said sub-paragraph e, <u>if given effect as it is written</u>, requires that the trust be continued not only until the life tenant's death, but until the death of the two daughters (the remaindermen), and then thereafter until their youngest child attains the age of twenty-one years; and the distribution be then made. It does not seem that these two conflicting schemes can stand. I must, accordingly, reconcile them, or, if that cannot be done, determine which of the conflicting schemes shall prevail, or what other disposition of the matter must be made.

In laying down the rules to be followed in cases of this kind, the late Judge Pearce, in his conprehensive opinion in a somewhat similar situation, in Slingluff vs. Johns, 87 Maryland 273, said this:

> "In Commercial Building Association v. Mackenzie, 85 Md. 136, the Court said: 'When a written instrument of whatever character is brought before a Court for adjudication, the first inquiry must be directed to its meaning. Until this is ascertained every step in the pro-

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> ceeding, must be futile and useless * * *. No general rules have been devised, which are adapted to all cases, and it is not possible, in the nature of things, that any can be devised. Courts must ascertain the meaning of written instruments when it is possible for them to do so, seeking the aid of all rational methods of interpretation.' These utterances may be properly repeated and emphasized here, as announcing the primary rule in construing written instruments; and it must be borne in mind in this connection, that 'the predominant idea of the testator's mind when discovered, is to be heeded, as against all doubtful and conflicting provisions, which might of themselves defeat it; and that the general intent, and the particular intent being inconsistent, the latter must be sacrificed to the former.' Schouler on Wills, sec. 476."

To me it is manifest from a study of the will under consideration, that the testator intended the trust to continue only during Mrs. Downs' lifetime, and that, upon her death, the entire trust fund was to be distributed equally between his daughters if then living, the children of a deceased daughter taking their mother's share, or the whole in case of the death of both daughters with only one leaving children, and, in the event both daughters predeceased Mrs. Downs without leaving lawful issue them surviving, to his "then living legal heirs and next of kin." The whole scheme of the will is, first, to take care of Mrs. Downs during her lifetime, and, upon her death, to treat the two daughters, or their children, if either predeceased Mrs. Downs leaving a child or children, exactly the same, with the one exception namely, that Mrs. Evans should take No. 204 Hilltop Road at fifty-five hundred dollars ($5500.00) in the division to be made. Now, if we take the provisions of sub-paragraph d by themselves, we have the estate going to the two daughters equally on Mrs. Downs' death in case both survived until then, or, if only one be then living, she would take the whole to the exclusion of the children of the deceased daughter; and, if we take said sub-paragraph f by itself, we have the estate going to the testator's "then legal heirs and next of kin "

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in the event both daughters predecease Mrs. Downs without leaving lawful issue. I do not believe for a minute that Mr. Downs intended that if either of his daughters predeceased his widow, leaving children her surviving, the survivor of his daughters was to take the whole of said trust estate to the exclusion of the children of the deceased daughter. Then, if we give effect to the literal wording of said sub-paragraph e and continue the trust after Mrs. Downs' death to the deaths of the daughters, we could conceivably have a situation where both daughters might die after the death of the life tenant, but without leaving issue them surviving, so that there would be a partial intestacy. A man who took as much trouble as Mr. Downs did to insure that his grandchildren would take and be protected in the event of the deaths of his daughters, or either of them, before the distribution of the trust fund, certainly never intended to create a contingency whereunder they would not take it all.

It seems to me that greater violence to the language of this will, will be done by rejecting sub-paragraph e and allowing sub-paragraphs d and f to stand, or by rejecting sub-paragraphs d and f, and continuing the trust until after the death of the daughters, as provided for in said sub-paragraph e as it now reads, than if we simply alter the language of said sub-paragraph e by changing the word "after" in the second line of said sub-paragraph to the word "before", and changing the word "living" in the same line to the word "leaving". We would then have this sub-paragraph running along in harmony with the overall scheme of the will, and with the testator's intention as manifested thereby. The word "living" instead of "leaving" is so manifestly a typographical error that I think little more need be said except that it tends to explain the second error. I have noticed, for a

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long time, that secretaries who make errors, seldom stop at one. Changing the word "after" to "before" requires a little more caution, but I am so sure, from my study of this will, that this is what the testator meant that the change seems justified. In other words, I think what happened here is that Mr. Downs went to a lawyer tc draw his will. The lawyer blocked it out, and either dictated or handed it to his secretary to type, and the secretary, not being an expert on remainders on a contingency with a triple aspect, just made the simple mistakes of using the word "after" instead of the word "before", and the word "living" instead of the word "leaving", and neither she nor the lawyer read the finished product carefully enough to catch up the errors. I again quote from Judge Pearce's opinion in Slingluff vs. Johns, supra:

> "'Wherever it is apparent not only that the testator has used the wrong word, but alsc what is the right one, the alteration is warranted by the established rules of construction.' 1st Jarman on Wills, 5th ed. 504, and this author cites the case of Doe v. Gallini, 5th B. & Ad. 621, in which the word 'all' was changed into 'any', and the words 'without issue' were read 'leaving issue', in order to render the language of the will sensible and consistent with the context. In Keith v. Perry, 1 Desaus, 353, there was a bequest to a daughter Mary, for life, and at her death, to the heirs of her body, and to their heirs forever; there was also a bequest to another daughter Susanna, for life, and at her death, to the heirs of her body, and to her heirs or assigns forever, and the able Chancery Court of South Carolina determined that the last her should be construed 'their.'"
>
> (Slingluff vs. Johns)

Incidently in that case, the court changed the words "their children" to read "my children", and the word "or" to read "and". I hold that the changes indicated must be made. (See also Miller, Construction of Wills, section 31; Jarman, Wills, page 469; 57 American Jurisprudence, page 750; 69 Corpus Juris, pages 80-82).

Having determined the proper construction of the will, the other problems involved in the settlement of this

estate become relatively free from difficulty. The remainders provided for in said third paragraph were accelerated by said renunciation; and the remaindermen take absolute indefeasible estates. Mrs. Downs, the widow, takes seventy-five dollars ($75.00) in money, or its equivalent in household and kitchen furniture, as she may elect, after the payment of funeral expenses, as provided by section 322 of Article 93 of the Code. She also takes, as an heir, one-third of the lands of which Mr. Downs died seized, and finally one-third of the surplus personal estate. The automobile bequeathed Mr. Evans by the first paragraph of the will must then be distributed to him, and the balance remaining equally divided between Mrs. Evans and Mrs. Jones, they taking absolute indefeasible estates, free and clear of the trust set up in said third paragraph. In making this distribution to the two daughters, Mrs. Evans would be entitled to take the property No. 204 Hilltop Road at fifty-five hundred dollars ($5500.00), if that is possible. I say that because it may be necessary to sell this property in order to give Mrs. Downs her one-third interest therein. I will not attempt to work this question out at this time, but will leave it for future determination in the event the parties cannot work it out themselves.

1 March 1922

James C. Clark
Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others,

PLAINTIFFS.

VS. NO. 10,313 EQUITY

FLORENCE J. DOWNS, and others,

DEFENDANTS.

:::::::

D E C R E E

Filed 1 March, 1952.

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

It is, thereupon this first day of March, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that this court assume jurisdiction of the further administration and settlement of the estate of the said Luther C. Downs, the testator in said proceedings mentioned.

And it is further ADJUDGED, ORDERED and DECREED that by the true construction and meaning of the said Luther C. Downs' last will and testament, the remainder or remainders provided for in the third paragraph thereof were accelerated by the renunciation by Florence J. Downs, his widow, of the provisions made for her in said will, the said Emily E. Evans and Martha K. Jones, as remaindermen, taking absolute indefeasible estates; and that, as a consequence thereof, the estate of the said Luther C. Downs shall be distributed as follows, that is to say: Florence J. Downs, the testator's widow, shall first be entitled to seventy-five dollars ($75.00) in money, or its equivalent in household and kitchen furniture, as she may elect, after the payment of the funeral expenses, as provided

for by section 322 of Article 93 of the Code; she shall then be entitled, as an heir, to one-third of the lands of which the said Luther C. Downs died seized; and, finally, she shall be entitled to one-third of the surplus personal estate; the remaining two-thirds of said real estate and of said surplus personal estate, shall, after the delivery to Donald Evans of the automobile bequeathed him by the first paragraph of said will, be distributed to, and divided between, the said Emily E. Evans and Martha K. Jones in equal shares, they taking absolute indefeasible estates, provided that, if it is possible so to do, said property known as No. 204 Hilltop Road shall, in said distribution and division, be awarded to the said Emily E. Evans at a valuation of fifty-five hundred dollars ($5500.00) as provided for in said will.

And it is further ADJUDGED, ORDERED and DECREED that the said Emily E. Evans and George T. Cromwell, the executors of, and trustees under, said will, shall forthwith, and, in any event within sixty days from this date, file in this court a complete report of all their proceedings in the matter of the settlement of the said Luther C. Downs' estate, and, at the same time, submit a plan (which may be accepted or rejected as this court deems proper) for the final settlement of said estate and the distribution of the property belonging thereto amongst those entitled to take it as hereinbefore set forth.

And it is further ADJUDGED, ORDERED and DECREED that all questions involved in the final settlement of the said Luther C. Downs' estate, which are not herein expressly decided, be, and they are hereby, expressly reserved for future determination.

Judge.

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EMILY E. EVANS and GEORGE T. CROMWELL Executors and Trustees of the Estate of Luther C. Downs, et al	*	NO. 10,313 EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
VS.	*	
FLORENCE J. DOWNS, widow, et al	*	ANNE ARUNDEL COUNTY

* * * *

EXECUTORS' REPORT AND PETITION.

The Report and Petition of Emily E. Evans and George T. Cromwell, the executors and trustees under the last will and testament of Luther C. Downs, as directed by decree of this Court, dated March 1, 1952, respectfully shows:

1. That they have on hand the following assets as shown by the attached schedules:

a. Real Estate - - - - - - - - - - - - - -		$15,946.00
b. Stocks and bonds - - - - - - - - - -		$41,118.62
c. Cash in Banks and Bldg. Assos. - -		$18,821.60
d. Household Effects - - - - - - - - -		311.75
e. Income received by Executors and disbursements made - - - - - -	-Bal.	556.15

2. That they recommend the immediate distribution of the automobile to Donald Evans (same having already been delivered to him).

3. That they recommend the immediate distribution of the household and personal property shown on the attached list to the widow, she having elected and received said articles in lieu of and in satisfaction of her statutory allowance of $75.00; it is now recommended that the balance of the household and personal effects shown on the inventory be distributed to the two daughters at a valuation of $247.00, this amount being the difference between the appraised value of the total articles and the value of the articles received by the widow.

4. That they recommend that all the securities (bonds,

Filed 28 Jan, 1953

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stocks and U.S.Treasury Certificates) be immediately converted into cash.

5. That after due allowance of cost, expenses to date, inheritance taxes, etc., the bash balance be distributed, reserving, however, the sum of dollars to cover taxes on the real estate and other possible contingencies.

6. That in valuing the interest of Luther C. Downs in the estate of John W. Downs, the Appraisers in the Orphans' Court for Anne Arundel County used the actual present value instead of the tables provided by U.S.Treasury Department Regulation 105-Estate Tax-Section 81.10 (i) Annuities, Life, Remainder and Reversionary Interests. However, the correct valuation, under the Regulation, is set forth in the U.S.Estate Tax Return, and a copy of this valuation is attached hereto. As the interest of Luther C. Downs is subject to the possible payment of a number of specific bequests, it is believed that nothing can be done with this interest at the present time and Florence J. Downs, Emily E. Evans and Martha K. Jones will continue to own an indistributed interest therein.

7. As to the real estate, it is the feeling of your petitioners that it cannot be divided in kind for practical reasons and the probability of the parties agreeing on a sale price is extremely remote, and they therefore recommend that a decree be passed authorizing and directing the executors and trustees to sell all of the real estate at public sale, report the sales and bring the proceeds into Court for distribution under the direction of this Court.

Respectfully submitted,

Emily E. Evans

Emily E. Evans

George T. Cromwell

George T. Cromwell, Executors and Trustees of the Estate of Luther C. Downs

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ESTATE OF LUTHER C. DOWNS

ASSETS

SCHEDULE A

REAL ESTATE

		Appraised value.
1.	House and Lot, Kingston Heights, Anne Arundel County, Maryland.	$2800.00
2.	7.41 acres west side of W. B. & A. R. R. R/W in Baltimore City, unimproved	741.00
3.	1.93 acres east side of W. B. & A. R. R. R/W in Baltimore City, unimproved	580.00
4.	18 acres, more or less, English Consel, Baltimore County, unimproved	1825.00
5.	House and Lot 24 W. Hilltop Road, Linthicum Heights, Maryland.	10,000.00
		$15,946.00

ESTATE OF LUTHER C. DOWNS

ASSETS

SCHEDULE B

STOCKS AND BONDS

		Appraised value
1.	12 shares of the Sperry Corp. # T. J. 0334 Common Stock	$347.52
2.	40 Shares Safe deposit Co. #03546 & #03283	2740.00
3.	12 Shares North American Aviation Inc. N.Y. #20776	172.50
4.	50 shares the First National Bank of Baltimore #34215- Capitol Stock	2262.50
5.	1 - Certificateof Indebtedness of the The Baltimore Trust Co. #34341 - No value	
6.	$5,000 - Anne Arundel County Sanitary Comm. 4½% Bonds due 10/15/50	6123.00
7.	$1,000 Amme Arundel County Sanitary Comm. Bond 4½% Bonds due 10/15/58	1280.00
8.	$2000 Anne Arundel County Sanitary Comm. Bond 3% due 12/1/68	2321.60
9.	$5000 Anne Arundel County School Bonds 3¼% due 9/1/55	5444.00
10.	$1000 New York City Bond 3¼% due 8/1/70	1160.50
11.	$7000 - Prince George's County Md. Bonds 3¼% due 10/1/52	7280.00
12.	$5000 Washington Suburban Sanitary Dist. Bonds 2% due 11/1/73	4827.00
13.	$5000 Washington suburban Sanitary Dist. Bonds 2.60% due 1/1/70	5240.00
14.	$2000 Washington Suburban Sanitary Bonds 2.20 due 6/1/81	1920.00
		$41,118.62

ESTATE OF LUTHER C. DOWNS

ASSETS

SCHEDULE C.

CASH IN BANK AND BUILDING ASSOCIATION

		Value at date of death.
1.	Cash Maryland Trust Co. Baltimore, Md. (ck.acct.)	$4714.04
2.	Cash Arundel Federal Savings & Loan Baltimore, Md. Acct. #58	2689.54
3.	Glen Burnie Savings & Loan, Glen Burnie, Md. Acct #802	3565.48
4.	Wellham Building & Loan, Ferndale, Md. Acct. #36	7852.54
		$18,821.60

ESTATE OF LUTHER C. DOWNS

ASSETS

SCHEDULE D.

HOUSEHOLD EFFECTS

Living Room

3 Piece Living Room Set	$15.00
1 Walnut Veneer Table	3.50
1 Arm Chair	5.00
1 R. C. A. Radio	2.50
1 Magazine Rack & Table	1.00
Fireplace Irons, etc.	10.00
1 Seth Thomas Clock	15.00
1 Lamp (metal)	6.00
1 Lot of Books (2 Shelves)	4.00
1 Large Rug (New in 1930)	6.00
3 Small Rugs	6.00
Portiers	1.00
	$75.00

Hall

1 Desk)	$ 5.00
1 Chair)	
2 Rugs	6.00
1 Costumer	.50
	$11.50

Dining Room

Portiers	$ 1.00
1 Serving Table	1.00
1 Clock	.75
1 Rug	5.00
1 Set of Chimes	1.00
	$ 8.75

Kitchen

1 Table	$ 1.25
2 Chairs	.50
1 Stool	.25
1 Stove (Gas- - Weisketel)	10.00
1 Electric Ice Box	20.00
	$32.00

Basement

1 G. E. Freezer - $200.00	
(½ Int. to L. C. Downs Est.)	$100.00
1 Rug Box	2.50
2 Chairs	1.50
	$104.00

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HOUSEHOLD EFFECTS OF LUTHER C. DOWNS (CONTINUED)

Master Bedroom

1 Double Bed Set Bureau Chiffonier Dressing Table 2 Rockers 1 Settee 2 Chairs 1 Rug	$20.00
	$20.00

Room Over Hall

1 Old Iron Bed	$ 1.50
	$ 1.50

Bedroom S. E. Corner

1 Double Bed - Emilie's Chiffonier Dressing Table 3 Chairs 2 Rugs	$10.00
	$10.00

Bedroom N. E. Corner

1 Single Bed (Metal)) 1 Desk 1 Bureau 2 Chairs 1 Rug	$ 5.00
	$ 5.00

1 Revolver 32 S & W	$ .50
1 Elgin Watch	1.50
1 Power Lawn Mower (B & S)	35.00
1 Wheelbarrow	1.00
1 Lot of Garden Tools	1.00
1 Hand Lawn Mower	5.00
	$44.00

TOTAL $311.75

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ESTATE OF LUTHER C. DOWNS

INCOME RECEIVED BY EXECUTORS.

SCHEDULE E.

1950	Anne Arundel County Sanitary Bond	(#79)	$15.00
	" " " " "	(#80)	15.00
	" " " " "	(#79)	15.00
	" " " " "	(#80)	15.00
	Washington Suburban Sanitary	(#971)	11.00
	" " "	(#972)	11.00
	Sperry Corp. - Dividend		6.00
	North American Aviation - Dividend		9.00
	Rent - Marsh (Nov. & Dec.) Collected and Held by F. J. D.		30.00
	Safe Deposit & Trust - Dividend		40.00
1951	First National Bank - Dividend		50.00
	Wellham Bldg. & Loan - Dividend		152.00
	Arundel Federal Savings & Loan		47.05
	Rent - Marsh (Jan.)		15.00
	Anne Arundel County Sanitary Bond	(#18)	22.50
	City of New York Transit Bond	(#26)	16.25
	Washington Suburban Sanitary Bond	(#636)	13.00
	" " " "	(#637)	13.00
	" " " "	(#638)	13.00
	" " " "	(#639)	13.00
	" " " "	(#640)	13.00
	Rent - Marsh (Feb. & March)		30.00
	Sperry Corp. - Dividend		6.00
	Safe Deposit & Trust - Dividend		40.00
	Board of Education Prince George Co. Bond	(#93)	16.25
	" " " " " "	(#94)	16.25
	" " " " " "	(#95)	16.25
	" " " " " "	(#96)	16.25
	" " " " " "	(#97)	16.25
	" " " " " "	(#98)	16.25
	" " " " " "	(#99)	16.25
	Anne Arundel County School Bond	(#184)	16.25
	" " " " "	(#187)	16.25
	" " " " "	(#188)	16.25
	" " " " "	(#189)	16.25
	" " " " "	(#190)	16.25
	Anne Arundel County Sanitary Bond	(#15)	22.50
	" " " " "	(#16)	22.50
	" " " " "	(#17)	22.50
	" " " " "	(#18)	22.50
	" " " " "	(#19)	22.50
	Rent - Marsh (April & May		30.00
	Rent - Marsh (June)		15.00
	Sperry Corp. - Dividend		6.00
	North American Aviation - Dividend =		6.00
			$975.30

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Amount Forw'd-		975.30
Safe Deposit & Trust-dividend		40.00
First National Bank-divided		25.00
Washington Suburban Sanitary bond	(#576)	10.00
" " " "	(577)	10.00
" " " "	(#578)	10.00
" " " "	(#579)	10.00
" " " "	(#580)	10.00
" " " "	(636)	13.00
" " " "	(#637)	13.00
" " " "	(#638)	13.00
" " " "	(#639)	13.00
" " " "	(#640)	13.00
" " " "	(971)	11.00
" " " "	(#972)	11.00
City of New York Transit Bond	(#26)	16.25
Anne Arundel County Sanitary Bond	(#18)	22.50
" " " "	(#79)	15.00
" " " "	(#80)	15.00
Sperry Corp. Div.		6.00
Safe Deposit & Trust Co. Div.		40.00
Rent- Marsh (July, August & Sept.)		45.00
Arundel Federal Savings & Loan -Div.		47.05
First National Bank, Div.		25.00
Rent- March (Oct.)		15.00
Anne Arundel County School bond	(#184)	16.25
" " " "	(#187)	16.25
" " " "	(#188)	16.25
" " " "	(#189)	16.25
" " " "	(#190)	16.25
Board of Education of Pr. George's Co. Bond	(#93)	16.25
" " " "	(94)	16.25
" " " "	(#95)	16.25
" " " "	(#96)	16.25
" " " "	(#97)	16.25
" " " "	(#98)	16.25
" " " "	(99)	16.25
Anne Arundel County Saniarty Bond	(#15)	22.50
" " " "	(#16)	22.50
" " " "	(#17)	22.50
" " " "	(#18)	22.50
" " " "	(#19)	22.50
Washington Suburban Sanitary Bond	(#576)	10.00
" " " "	(#577)	10.00
" " " "	(#578)	10.00
" " " "	(#579)	10.00
" " " "	(#580)	10.00
" " " "	(#971)	11.00
" " " "	(#972)	11.00
Anne Arundel County Sanitary bond	(#79)	15.00
" " " "	(#80)	15.00
Rent- Marsh (November)		15.00
Rent- Marsh (December)		15.00
Safe Deposit & Trust Co. Dividend		40.00
North American Aviation -Divided		9.00
Sperry Corporation- Dividend		6.00
Glen Burnie Building & Loan Asso.		217.11
Wellham Building & Loan Asso.		156.00
1952		
First National Bank - Dividend		50.00
Rent- Marsh (January)		15.00
Eutaw Savings Bank (Fannie Downs account)		24.15
Rent- Marsh (Feb. and March)		30.00
Sperry Corporation- Dividend		6.00
Washington Suburban Sanitary Bond	(#636)	13.00
" " " "	(#637)	13.00
" " " "	(#638)	13.00
		$2455.86

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Washington Suburban Sanitary Bond	(#639)	13.00
" " " "	(#640)	13.00
Anne Arundel Co. School Bonds	(#184)	16.25
" " " " "	(#187)	16.25
" " " " "	(#188)	16.25
" " " " "	(#189)	16.25
" " " " "	(#190)	16.25
Anne Arundel County Sanitary Bond	(#18)	22.50
City of New York Transit Bond	(#26)	16.25
Arundel Federal Sav.&Loan Asso.		47.88
Board of Education of Prince George's Coumty Bonds 7 coupons @ $16.25 each		113.75
Safe Deposit & Trust Company- Dividend		40.00
Total		$2803.49

SUMMARY

Total Amount of Income	$2803.49
" " " Disbursements (schedule E(d)	$2247.34
Balance on hand	$ 556.15

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ESTATE OF LUTHER C. DOWNS

DISBURSEMENTS

SCHEDULE E.(d)

1950	John O. Mitchell & Sons	(MT#1)	$721.00
	F. J. Downs (Marsh Rent)		30.00
1951	Capital Gazette Press	(MT#2)	8.00
	Baltimore National Bank	(MT#3)	12.00
	G. Francis Litchfield (Marsh Roof)	(MT#4)	287.00
	Anne Arundel County Sanitary	(CT#3)	14.62
	" " " "	(CT#4)	39.58
	" " " " (LOt 52 etc.)	(CT#5)	6.30
	Anne Arundel County Sanitary (LOt 13)	(CT#6)	3.00
	U. R. Standiford (Grave Stone)	(MT#5)	132.36
	Griscom - Lots #52, 53, 54, & Imps.	(CT#7)	136.96
	Griscom - Lot #13 & Imps.	(CT#8)	45.62
	Hammond 18A & Pt.	(CT#9)	30.59
	City - Baltimore 1.93A	(CT#10)	15.55
	City - Baltimore 7.41A	(CT#11)	51.45
	Anne Arundel County Sanitary Lot #13	(CT#13)	3.00
	Anne Arundel County Sanitary Lot #52 etc.	(CT#12)	7.20
	R. Williams (Fur. Ins.)	(CT#14)	16.00
	R. Williams (Dwelling Ins.)	(CT#15)	63.00
	Stieff & Kuethe	(MT#6)	100.00
	A.A. Sanitary Com. Lot 52etc.	(CT#16)	5.40
	A.A. " " " 13	(CT#17)	3.00
	A.A. " " " 52etc.	(CT#19)	6.60
	A.A.. " " " 13	(CT#18)	3.00
	Dr. Charles L. Ball, Jr.	(MT#7)	119.00
1952	Baltimore National Bank	(CT#20)	12.00
	City - Baltimore 1.93A	(CT#21)	16.09
	Hammond 18 & pt. A.	(CT#22)	29.40
	City - Baltimore 7.41A	(CT#23)	53.28
	Collector Int. Revenue (1951)	(CT#24)	22.40
	National Surety (Bond)	(CT#25)	10.00
	A.A. Sanitary Lot 13	(CT#26)	14.40
	A.A. Sanitary Lots 52 etc.	(CT#27)	39.00
	A.A. Sanitary Lots 52 etc.	(CT#28)	6.30
	A.A. Sanitary Lot 13	(CT#29)	3.60
	Griscom Lot 13 & Imps.	(CT#30)	44.38
	Griscom Lots 52 etc. & Imps.	(CT#31)	133.23
4/1/52	C. & P. Telephone Co. (final bill)		3.03
	TOTAL		$2,247.34

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Value of the Estate of John W. Downs
as of October 29, 1950.

$21,000.	U.S.Treasury 2½s	6/15/69/64	101 15/32	$21,308.44
7,000.	"	" 12/15/69/64	101 9/32	7,089.69
5,000	"	" 12/15/72/67	100 27/32	5,042.19
				$33,440.32

Cash on hand	$2778.27	
Glen Burnie Savings & Loan Asso.	5000.00	
Wellham Building & Loan Asso.	6500.00	14,278.27
		$47,718.59
Less Legacies		17,005.
		$30,713.59

1/3 of Remainder -

1/3 of $30,713.59 = $10,237.88

$10,237.88 x .76215 = $7802.80 value of Luther Down's share in John Downs' Estate at time of death of Luther Downs under Reg. 105

Luther Downs died October 29, 1950
Elva Downs, life tenant
born May 29, 1876

1950	10	29
1876	5	29
74 yrs	5 mos.	

Age of life tenant at time death of residuary legatee

Under table A- Sec. 81.10 Reg. 105
Age 74 Reversion - - .76215

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others Plaintiffs	:	
vs.	:	No. 10,313 EQUITY
FLORENCE J. DOWNS, and others Defendants	:	

****

SUPPLEMENTAL DECREE

This cause having been further considered in conjunction with the report and petition of the Executors and Trustees.

It is, thereupon this 2nd day of June, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, further ADJUDGED, ORDERED, and DECREED that the Executors and Trustees be and they are hereby authorized and directed to proceed with the settlement of this estate as follows:

a. The estate being solvent, the payment of the funeral bill to John O. Mitchell and Son in the amount of seven hundred twenty-one ($721.00) dollars is hereby authorized and approved.

b. The widow, Florence J. Downs, having elected and received certain household and personal property in lieu of and in satisfaction of her $75.00 statutory allowance, the balance of the household and personal effects shown on the inventory, be and the same is hereby directed to be distributed by the Executors and Trustees to the two daughters, Emily E. Evans and Martha K. Jones, at a valuation of $247.00, subject to an allowance to Florence J. Downs, widow, in the Administration Account, of her distributive share of the value thereof.

c. That the distribution of the automobile to Donald Evans, legatee, be and the same is hereby approved, subject to the payment by him of the collateral inheritance tax thereon, and further subject to an allowance to Florence J. Downs, widow, in the Administration Account, of her distributive share of the value thereof.

d. That the Executors and/or Trustees shall sell the following securities:

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BONDS

	Appraised Value	
5 - $1000 Bonds, Nos. 15,16,17, 18 & 19 Anne Arundel Co. Sanitary Comm. 4½s 10/15/58	$6,123.00	
1 - $1000 Bond No. 18 - Anne Arundel Co. Sanitary Comm. 4½s 8/1/61	1,280.00	
2 - $1000 Bonds, Nos. 79 & 80 Anne Arundel Co. Sanitary Comm. 3s 12/1/68	2,321.60	
5 - $1000 Bonds, Nos. 184, 187, 188, 189, and 190 Anne Arundel County School 3¼s 9/1/55	5,444.00	
1 - $1000 Bond No. 8423 New York City 3¼s 8/1/70	1,160.50	
7 - $1000 Bonds, Nos. 93, 94, 95, 96, 97, 98, & 99 Prince Georges Co., Md. 3¼s 10/1/52	7,280.00	
5 - $1000 Bonds Nos. 576, 577, 578, 579, & 580 Washington Suburban Sanitary Dist. 2s 11/1/73	4,827.00	
5 - $1000 Bonds Washington Suburban Sanitary Dist. 2.60s 1/1/70, Nos. 636, 637, 638, 639 & 640	5,240.00	
2 - $1000 Bonds Nos. 971 & 972 Washington Suburban Sanitary Dist. 2.20s 6/1/81	1,920.00	
		$35,596.10

STOCKS

12 shares The Sperry Corp. #T.J. 0334 Common Stock	347.52	
40 shares Safe Deposit & Trust Co. #03546 & #03283	2,740.00	
12 shares North American Aviation, Inc., N.Y. #20776 Capital Stock	172.50	
50 shares The First National Bank of Baltimore #34215 Capital Stock Par Value $10.00	2,262.50	
1 Certificate of Indebtedness - The Baltimore Trust Company #34341	no value	
		$ 5,522.52
TOTAL		$41,118.62

The sale or sales of said securities shall be made through some reputable stockbroker of Baltimore, Maryland, for the highest prices obtainable therefor, and promptly thereafter the Executors and/or Trustees are directed

to bring into Court the sum or sums so realized, together with any other sum or sums on hand to be distributed after due allowance of cost, commissions, expenses, taxes and other proper allowances according to the decree of this Court dated March 1, 1952, reserving, however, for further accounting, the sum of Two Thousand ($2,000.00) Dollars to cover additional taxes, if any, and other possible contingencies.

And it is further ADJUDGED, ORDERED and DECREED that all questions involved in the final settlement of the said Luther C. Downs' estate, which are not herein or heretofore expressly decided, are hereby expressly reserved for future determination.

Judge

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EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs, et al	*	NO. 10,313, EQUITY
	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	*	

* * * * * * * * * *

PETITION FOR DECREE TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Emily E. Evans and George T. Cromwell, The Executors and Trustees under the Last Will and Testament of Luther C. Downs, and Emily E. Evans and Martha K. Jones, individually, respectfully shows:

1. That the Bill of Complaint in this case was filed on the 7th day of September, 1951, praying among other things that this Honorable Court assume jurisdiction in the premises and advise and direct the Executors and/or Trustees in the further administration of said estate; that they be instructed as to the effect of the renunciation of the testator's widow as to corpus and income of the estate; that they be instructed as to effect of the renunciation on the various provisions of the will; that jurisdiction be assumed over the trust, should the will be construed to create a trust; that the estate be distributed under the jurisdiction of this Honorable Court as to both corpus and income; and for further relief.

2. That on the first day of March, 1952, this Honorable Court passed its Decree, assuming jurisdiction, "xxx of the further administration and settlement of the estate of the said Luther C. Downs xxx"; decreed, among other things, that the remainder or remainders provided for in the third paragraph of said will were accelerated by the renunciation by Florence J. Downs, his widow, and that the said Emily E. Evans and Martha K. Jones as remainder-

Filed 24 June, 1952.

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men, took absolute indefeasible estates; that the widow was entitled, as an heir, to one-third of the lands of which the said Luther C. Downs died seized, and one-third of the surplus personal estate. The remaining two-thirds of said real estate and personal estate to be divided between the said Emily E. Evans and Martha K. Jones in equal shares; and further provided that, "if it is possible so to do, said property known as No. 204 Hilltop Road shall, in said distribution and division, be awarded to the said Emily E. Evans at a valuation of fifty-five hundred dollars ($5500.00) as provided for in said will."; that all questions involved in the final settlement of the said Luther C. Downs' estate, which were not therein expressly decided, were expressly reserved for future determination.

3. That on June 2, 1952, this Honorable Court by its Supplemental Decree ordered among other things the sale of the stocks and bonds in this estate, and expressly reserved for future determination all questions involved in the final settlement of the said Luther C. Downs' estate which were not therein or theretofore expressly decided. The said stocks and bonds are now in the process of being sold under said Decree.

4. That among the assets of the estate of Luther C. Downs is the following real estate:

a. Lot No. 13 on the Plat of the sub-division of Lots numbered 1, 2, 3, 4, 5, and 6 of the development of Kingston Heights, as shown on the Plat of the said sub-division recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4 folio 16 (now Cabinet 1, Rod A-5, Plat 1), conveyed to Luther C. Downs by Emma V. Dismore by deed dated August 9, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130 folio 274, improved by a three-room frame dwelling with bath, cellar, water and electricity.

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b. Lot No. 52 on the Plat of Linthicum Heights filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber G.W. No. 60 folio 35 (now Cabinet 2, Rod B-3, folio 23. Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Eleanor L. Woodroff and husband, by deed dated December 9, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 24 folio 306, unimproved, except for a small chicken house.

c. Lots Nos. 53 and 54 shown on the Plat of Linthicum Heights, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60 folio 350 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Linthicum Heights Company, by deed dated November 7, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 135 folio 252. Improved by dwelling and small building used as a tool room and garage.

d. A tract of ground situate partly in Baltimore City and partly in Baltimore County, being known as Lot No. 19 and containing 27 acres, more or less, which was conveyed to Luther C. Downs by Stevenson A. Williams, et al, by deed dated August 6, 1902 and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 263 folio 362, subject, however, to the right- of-way granted the Washington and Annapolis Railway Company, described in Liber N.B.M. No. 259 folio 281. That the Northeast corner of said Lot No. 19 is bisected between the right-of-way by the WB&A Railroad so that approximately 1.93 acres is located on the Northeast side of said railroad in Baltimore City; that approximately 7 acres lies between the Southwest side of said right-

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of-way and the Baltimore City-Baltimore County line; that approximately 18.25 acres of said Lot No. 19 lies to the Southwest of the City line in Baltimore County; that all this said property is unimproved.

5. That the Last Will and Testament of Luther C. Downs (sixth paragraph) contains the following power of sale:

> "I hereby constitute and appoint my daughter, Emily E. Evans, and my nephew, George T. Cromwell, the executors without bond of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and I do hereby expressly give unto my said Executors full power to sell any property, either real or personal, owned by me at the time of my death, without application to or approval of the Orphans Court and without any purchaser being required to see to the application of the purchase money."

6. That your Petitioners believe it is necessary and advantageous to have the property referred to in Paragraph 4-d surveyed before undertaking a sale thereof.

7. That neither the said real estate nor are any of the various parcels of ground susceptible of an advantageous partition among the parties interested, and cannot be divided among them without loss or injury and that a sale thereof is necessary and for the best interest and advantage of all the parties interested, in order that the proceeds thereof may be divided among said parties in proportion to their respective interests, but none can be had because of the inability of the parties to agree although an effort in this respect has been made.

Wherefore your Petitioners pray the Court to pass a Decree authorizing and directing the Executors and Trustees under the Last Will and Testament of Luther C. Downs to exercise the power of sale contained in said will, or in the alternative,

That the property be sold for the purpose of making partition among the parties in interest.

That the Executors and Trustees be authorized to have the property described in Paragraph 4-d herein surveyed at the expense of the estate.

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And for such other and further relief as may be just and equitable.

Emily E. Evans
Emily E. Evans, Executor

George T. Cromwell
George T. Cromwell, Executor

Marion T. Anderson
Attorney for Petitioners

Emily E. Evans
Emily E. Evans, Individually

Martha K. Jones
Martha K. Jones, Individually

ORDER OF COURT

Ordered this 24th day of June 1952, by the Circuit Court for Anne Arundel County, that Florence J. Downs, show cause on or before the 21st day of July, 1952, why the relief prayed for in the aforegoing petition should not be granted, provided a copy of this petition and order be served on the said Florence J. Downs or her solicitors of record, on or before the 5th day of July, 1952.

Benjamin Michaelson
Judge

Filed 24 June, 1952.

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EMILY E. EVANS	::	
and	::	No. 10,313, EQUITY
GEORGE T. CROMWELL,	::	
Executors and Trustees	::	IN THE
of the	::	
Estate of Luther C. Downs,	::	CIRCUIT COURT
et al.	::	
	::	FOR
vs.	::	
	::	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow,	::	
et al	::	

****

Filed 16 July, 1952.

ANSWER AND DEMURRER TO PETITION

To THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Florence J. Downs to the Petition of Emily E. Evans and George T. Cromwell, Executors and Trustees under the Last Will and Testament of Luther C. Downs, deceased, and Emily E. Evans and Martha K. Jones, individually, (reserving, however, the right to demur thereto), respectfully represents:

1. Your Respondent admits the matters and facts set forth in Paragraphs 1, 2 and 3 of said Petition, but refers the Court to the Original Bill of Complaint filed in this case on September 7, 1951, to the Decree of this Court dated March 1, 1952, and to the Supplemental Decree of this Court dated June 2, 1952, for further and fuller facts and information pertaining thereto.

2. Your Respondent admits that Luther C. Downs died seised and possessed of various parcels of real estate, as set forth in Paragraph 4 of said Petition.

3. Your Respondent admits that the Last Will and Testament of Luther C. Downs includes the language quoted in Paragraph 5 of the said Petition, but refers the Court to the said Last Will and Testament of Luther C. Downs heretofore filed in these proceedings, for further information concerning the provisions thereof.

4. Your Respondent has not sufficient knowledge or information to answer the allegations of Paragraph 6 of said Petition, and therefore neither admits nor denies the same.

5. Answering Paragraph 7 thereof, your Respondent admits that the real estate of which Luther C. Downs, deceased, died seised and possessed, is not susceptible of partition in kind among the parties who now hold title thereto; however, your Respondent says that by the Decree of this Court of March 1, 1952, title to said real estate in fee simple became vested in your Respondent as to an undivided one-third interest therein, in Emily E. Evans as to an undivided one-third interest therein, and in Martha K. Jones as to an undivided one-third interest therein, and that all of said parties in whom title is now vested are of full age and sui juris and therefore capable of selling and disposing of said real estate in their capacity as the owners thereof and dividing the net proceeds thereof, without the necessity of any sale under the jurisdiction of this Court. Your Respondent denies that no sale can be had by the present owners of said real estate, and although your Respondent has always been ready, willing and able to enter into an agreement with the said Emily E. Evans and Martha K. Jones in order to effect a sale of said real estate in a manner which would be most advantageous to all concerned; your Respondent further denies that any effort to reach any such agreement has been made, because of the refusal of said Emily E. Evans and Martha K. Jones to enter into any negotiations or discussion whatsoever concerning the subject.

6. Further answering the said Petition, your Respondent says that heretofore, on or about the 15th day of June, 1951, your Respondent caused to be filed in the Office of the Register of Wills for Anne Arundel County, her Renunciation of the Last Will and Testament of her late husband, the said Luther C. Downs, by which Renunciation she elected to take

her legal share of both the real and personal estate as the widow of the said Luther C. Downs; and that by reason of said Renunciation, and as further explicitly set forth in a Decree of this Court of March 1, 1952, your Respondent became entitled as an heir to an undivided one-third interest in all of the real estate of which the said Luther C. Downs died seised and possessed; and your Respondent is advised and believes, and therefore avers, that there is no power in the Executors of the Last Will and Testament of the said Luther C. Downs to make any sale of your Respondent's undivided one-third interest in said real estate.

7. And further your Respondent is advised and believes, and therefore charges and avers, that a Demurrer will lie to the said Petition and therefore she demurs to the said Petition and to each paragraph thereof, and as cause for Demurrer says:

(a) That the Petition does not set forth such matters and facts as would entitle the Petitioners to any relief in equity.

(b) That it appears, from the Petition and from the papers heretofore filed in these proceedings, that your Respondent and Demurrant, as widow of Luther C. Downs, deceased, has filed her Renunciation of the Last Will and Testament of the said Luther C. Downs, electing to take her legal share of both the real and personal estate, and that as a result thereof, your Respondent and Demurrant became entitled as an heir to an undivided one-third interest in the real estate of which the said Luther C. Downs died seised and possessed, which said interest is not subject to any power of sale given to the Executors of said Last Will and Testament.

(c) That the Petition further attempts to set forth grounds for alternative relief by way of praying for a sale of real estate in lieu of partition and that such relief is not the proper subject-matter of a petition in the pending cause, but could only be

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accomplished by the filing of an original Bill of Complaint with proper allegations and by proof to be offered in support thereof.

(d) That the Petition joins unnecessary parties in the persons of Emily E. Evans and George T. Cromwell, as Trustees under the Last Will and Testament of Luther C. Downs, in that by the Decree of this Court of March 1, 1952, passed pursuant to an Opinion of the Court filed on the same day, it was provided that, among other things, that Emily E. Evans and Martha K. Jones take absolute indefeasible estates as to two-thirds of the real estate of the said Luther C. Downs, and that as a result thereof, there is not, nor will there be, any trust estate established under the Will of said Luther C. Downs, and therefore no title or interest whatsoever is vested in the Trustees named under the Will of said Luther C. Downs.

And for other good and sufficient reasons to be shown at the hearing of this Demurrer.

And having fully answered said Petition, your Respondent prays that she may be forthwith dismissed with her proper costs.

AND AS IN DUTY BOUND, etc.

Jacob S. New

John O. Herrmann

Jacob S. New
John O. Herrmann
Solicitors for Respondent

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 15th day of July, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOHN O. HERRMANN, one of the Solicitors for Florence J. Downs, the Respondent herein, and made oath in due form of law that the Demurrer herein-above filed was not filed for the purpose of delay.

AS WITNESS my hand and Notarial Seal.

Christine Fritz
Christine Fritz Notary Public

I HEREBY CERTIFY that a copy of the aforegoing Answer, Demurrer and Affidavit was mailed to Marvin I. Anderson, Esq., at his office at 20-J West Street, Annapolis, Maryland, on the 15th day of July, 1952.

John O. Herrmann
John O. Herrmann
Solicitor for Respondent

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others, :

PLAINTIFFS. :

VS. : NO. 10,313 EQUITY

FLORENCE J. DOWNS, and others, :

DEFENDANTS. :

:::::::

O P I N I O N

Filed 11 Sept. 1952

The question before me at this time is whether I shall permit the executors named in a will to sell the real estate of which their testator died seized, in execution of the power in said will contained, notwithstanding the renunciation of said will by said testator's widow and her election to take her "legal share of both the real and personal estate" (Code, Article 93, section 314; Acts 1947, Chapter 29), when it appears that said real estate cannot be divided in kind amongst said widow and those entitled to interests therein without material loss and injury, or whether it is necessary for me to decree a sale thereof for purposes of partition (Code, Article 16, Section 159), and appoint trustees to make said sale.

Luther C. Downs, late of Anne Arundel County deceased, departed this life October 29, 1950, seized of some real estate and possessed of considerable personalty, leaving him surviving, Florence J. Downs, his widow, two daughters, Emily E. Evans and Martha K. Jones, and three granddaughters. He left a will dated July 16, 1945, which was duly admitted to probate by the Orphans' Court of Anne Arundel County on December 14, 1950, whereby, after some inconsequential legacies, he gave, devised and bequeathed all the rest and residue of his property to George T. Cromwell, his nephew, and Emily E.

Evans, his daughter, in trust for the use of said widow for life, and then to said daughters, with certain limitations over in case of the death of said daughters before said widow's death. Mrs. Downs, the widow, regularly renounced the provisions made for her in said will and elected to take her legal share of both the real estate and personalty of which her deceased husband died seized and possessed. On September 7, 1951, the executors and the two daughters filed their bill of complaint herein against said widow and said granddaughters and all others who might possibly be in interest, praying that this court assume jurisdiction of the further administration and settlement of said estate, construe said will in the light of said renunciation, and advise and direct said executors, and so forth. By a decree filed March 1, 1952, this court assumed jurisdiction as prayed, declared that the remainders to the daughters were accelerated by said widow's renunciation, and that said widow took as an heir one-third of the lands of which said testator died seized, and one-third of the surplus personal estate (Code, Article 93, Section 314; Acts 1947, Chapter 29), and that, with a few minor exceptions, said daughters were entitled to the remaining two-thirds of said real estate and said personalty. Mr. Downs died seized of five pieces of real estate appraised at a total of $15,946.00, and, in addition to some household furniture and an automobile, possessed of stocks and bonds appraised at $41,118.62, and cash in banks and in building associations $18,821.60. The widow and the daughters were unable to agree on a division of said stocks and bonds, and I, on June 2, 1952, by and with the consent of all the parties in interest, directed the executors to sell said stocks and bonds, and the same have been sold. Said will contained a power of sale in these words, namely:

"I hereby constitute and appoint my daughter, Emily E. Evans and my nephew, George T. Cromwell, the executors without bond of this my last will and testament, hereby revoking all other wills and codicils by me heretofore made, and I do hereby expressly give unto my said Executors full power to sell any property, either real or personal, owned by me at the time of my death, without application to or approval of the Orphans Court and without any purchaser being required to see to the application of the purchase money."

On June 24, 1952, said executors and said daughters filed their petition herein reciting the things hereinbefore set forth and:

"That neither the said real estate nor are any of the various parcels of ground susceptible of an advantageous partition among the parties interested, and cannot be divided among them without loss or injury and that a sale thereof is necessary and for the best interest and advantage of all the parties interested, in order that the proceeds thereof may be divided among said parties in proportion to their respective interests, but none can be had because of the inability of the parties to agree although an effort in this respect has been made."

And, then prayed for another supplemental decree authorizing and directing said executors to execute the power of sale contained in said will and sell said real estate, or, in the alternative a sale of said real estate for purposes of partition by trustees named in the decree. The widow answered said petition, admitted that said real estate could not be divided amongst the parties entitled to interests therein as heretofore stated without material loss and injury, but denied the right of said executors to sell said real estate, or this court's right to authorize them so to do.

The philosophy behind the widow's position is that she is entitled to "one-third of the lands as an heir", that she takes this one-third not under the will, but in opposition thereto, and that it necessarily follows that the executors' power of sale was destroyed by her renunciation in so far as her one-third is concerned. It must be conceded that the widow takes "as an heir", and that she takes in opposition to the will, but, according to my philosophy, it does not necessarily

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follow that the power of sale conferred on said executors by said will was wiped out by her renunciation. "A renunciation by a widow makes only such changes in the will and in the intention of the testator as the law compels". (Marriott vs. Marriott, 175 Maryland 567, 580). While the legislature has, from time to time, enacted legislation which has materially increased the rights of a widow in her deceased husband's estate, no law has ever been passed which prohibits a man from saying in his will who he wants to settle up his estate. Mr. Downs has said whom he wanted, and this court has no right to take that prerogative away from those named, unless it is required so to do by some positive rule of law.

A renouncing widow does not take under the intestate laws. The statutes of distribution in intestacy have no application where a decedent leaves a will. (Marriott vs. Marriott, supra, 567, 576; Harris vs. Harris, 139 Maryland 187; Hokamp vs. Hagaman, 36 Maryland 511, 518). In other words, she does not take her share in the real estate under Article 46 of the Code, but under the provisions of what is now Article 93, Section 314. As a matter of fact, while what a widow takes in case of an intestacy and what she takes upon her renunciation, are now the same, that has not always been true. At one time a widow, under certain circumstances, got half or even all the personalty in case of an intestacy, while a renouncing widow only took a third and no more. As late as Marriott's case, supra, it was held that a renouncing widow could not take the additional two thousand dollars ($2,000.00), or its equivalent in property permitted by the intestate laws, but not by said Section 314. Said Section 314 has been in our Code a long time. Prior to 1922, it had not been amended for nearly a hundred years, and simply provided that a renouncing widow should take dower in her deceased husband's lands and

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one-third of his personal estate remaining after the payment of his debts, etc., and no more. (Code 1912, Article 93, Section 302). By the Act of 1922, Chapter 348, the legislature, possibly as an aftermath to the change in the inheritance laws made by the Act of 1916, Chapter 325, amended said Section by allowing the widow to take dower in the lands of which her deceased husband died seized and such share of his personal estate as she would have been entitled to "in case of intestacy", or at her election "such share of both real and personal estate as (he or) she would have been entitled to in case of intestacy". But, two years later by the Act of 1924, Chapter 223, said Section was again amended, and all reference to "intestacy" was left out and language in substantially the form we now have, was substituted therefor.

It must, I think, be conceded that a widow is entitled to take her share in her deceased husband's estate in kind. That is the policy of our law, and no one has questioned it since Judge Dorsey's opinion in Evans vs. Iglehart, 6 Gill and Johnson 171, 195-196. But, when all is said and done, while a renouncing widow takes against the will, while she takes as an heir, and while she is entitled to take in kind, she takes subject to the executor's right to settle up her husband's estate, and, if necessary to effectuate such settlement, to sell the real estate (if there is a power contained in the will authorizing him so to do) to the same extent as he could sell the personalty. For instance, take a situation where a testator does not leave sufficient personalty to pay his debts and the costs and expenses incident to the settlement of his estate. Are we to hold that because of the widow's renunciation, the executor's power of sale is destroyed so that in order to reach that real estate and subject it to the payment of his debts, someone must file a bill under the provisions of Article 16, Section 242 of the Code? I think not. The Code,

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Article 93, Section 314, now gives a renouncing widow, under certain circumstances, two thousand dollars ($2,000.00), or its equivalent in property, or any interest therein, at its appraised value and one-half of "the residue of the lands as an heir", and one-half of the surplus personal estate remaining, etc. Are we to suppose that if a decedent does not leave sufficient personalty to pay his renouncing widow said two thousand dollars ($2,000.00), and the real estate of which he died seized is in such shape that said two thousand dollars ($2,000.00) cannot be gotten thereout and the balance divided in kind without material loss and injury, that said executor is so impotent that he cannot sell said real estate under the power contained in the will, so that, in order to effectuate a settlement of the estate, recourse must be had to an equity proceeding? I think not. To hold otherwise would be to hold that instead of expeditious and efficient settlement of estates, we are to go out of our way to prevent that very thing.

Then, there may be other obligations imposed on an executor requiring him to execute his power of sale, notwithstanding the widow's renunciation. Take cases like Mercantile Trust Company vs. Schloss, 165 Maryland 18, and Marriott vs. Marriott, supra, where questions of reimbursement arose. If there is no cash or other personalty with which to make reimbursements when they become necessary, and the widow's share of the real estate cannot be set off to her in kind without material loss and injury, is the executor so impotent that he cannot, in virtue of his power of sale, sell what is necessary to be sold and settle up the estate, so that a sale under some head of equity jurisdiction must be had by trustees appointed by that court? I think not. Regardless of the questions involved, the law has always leaned towards sales by executors

whenever they were practical, and the legislation has been towards that end. Nearly a century and a quarter ago, the legislature by the Act of 1931, Chapter 315, (Code, Article 93, Section 301), made an executor's bond answerable for the proceeds of sale of real estate coming into his possession; and by the Act of 1865, Chapter 162 (Code, Article 93, Section 302) authorized the Orphans' Court, under certain conditions, "to appoint an administrator de bonis non with the will annexed, or to empower the administrator with the will annexed, previously appointed, to execute the trusts of said will in the same manner and to the same extent as the executor or executors appointed by the will could or might do". The Court of Appeals has repeatedly held that the purpose which this last named Section was designed to accomplish was to avoid the cost and delay incident to chancery proceedings. (Murray vs. Conley, 124 Maryland 218, 220). Are we going to reverse that trend? Are we to turn the clock back by the simple process of reading something into the law which the legislature has not put there? I think not.

The estate known as dower has not been abolished. (Code, Article 46, Section 4). A widow may elect to take it if she wants to. This estate is, however, quite different from the estate which a widow takes who elects to take her "legal share" of the real estate of which her husband died seized. She takes dower free of her husband's debts and the charges placed by him on the land in his lifetime without her joinder. She takes her legal share subject to the payment of his debts, as well as subject to any charges he may have placed on the land in his lifetime whether she joined therein or not. (Trotter vs. Lewis, 185 Maryland 528, 537-538). When a widow under the law, as it stood prior to the Act of 1922, Chapter 348, elected to take dower in the lands of which her husband

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died seized, the power of sale in the executor was not destroyed, but by reason of the peculiar nature of dower, he could only sell said lands subject thereto unless she consented to a sale free thereof, in which even she was allowed from one-seventh to one-tenth of the proceeds depending on her age, health and condition. (Code, Article 93, Section 328). And, the same rule prevailed in cases of intestacy. An equity court could not sell said land for purposes of partition, or for any other purpose free of a widow's dower unless she consented. When the Acts of 1916, Chapter 325, allowing the widow of an intestate to take "as an heir" the same share in his real estate as she took in his personal property, was enacted, it was expressly provided that (Article 46, Section 2) she should hold said land with the other heirs of said intestate as tenants in common (as distinguished from a tenant in dower), and that it should not be necessary to obtain her consent in order to procure a decree for the sale thereof in any court having jurisdiction. I hold that the words "as an heir" used in said Article 93, Section 314, mean exactly the same thing they mean in Article 46, Section 2, namely, that the widow takes as a tenant in common (and not as a tenant in dower) with the others who take, but subject, in the case of an intestacy, to the right of the administrator to settle up the estate, and, in the case of a will, to the right of the executor named therein to do the same thing. The fact that an executor may have more power than an administrator, does not change this. A power of sale in an executor does not cut down the widow's estate, nor does it add thereto; it is nothing but a substitute for a decree of a Court of Chancery to enable her more readily to avail herself thereof. If a Court of Chancery can decree a sale without the widow's consent, why should it not ratify a sale made under this substitute for a decree, and reported to it for

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ratification? Compare the practice in foreclosing power of sale mortgages.

The title to the lands of which Mr. Downs died seized was not by his will devised to, or vested in, his executors. He conferred on them only a naked power of sale. (Seeger vs. Leakin, 76 Maryland 500, 510; Kneisley vs. Kneisley, 134 Maryland 469, 472). The widow's renunciation, accordingly, divested them of nothing. They are quasi trustees. (Gephart vs. Strong, 20 Maryland 527). Their power of sale is not necessarily confined to the period they are regularly engaged in settling the personal estate. (Sharpe vs. Ogle, 138 Maryland 10). On the contrary, it would, I think, continue until the whole of the real estate was divided amongst the widow and the two daughters, whether by the act of the parties or by legal proceedings. (Hoffman vs. Hoffman, 66 Maryland 568). If this real estate can be divided in kind without loss and injury, it should be so divided. But, in the instant case, it cannot be so divided, and, under the circumstances, I hold that the executors not only have the power but the duty to sell it and divide the proceeds. (See also Eichelberger vs. Hawthorne, 33 Maryland 588; Keplinger vs. Maccubbin, 58 Maryland 203).

It is suggested that even though there was a mandatory power of sale in these executors, that Mrs. Downs would have the right to take her share in the real estate of which Mr. Downs died seized <u>as real estate</u> under the doctrine of conversion and reconversion. It is true that persons who are sui juris and have the exclusive beneficial interest in real property constructively converted, by will or otherwise, may elect to take the property in its actual condition. (Harrison vs. Prentice, 183 Maryland 474; Gerling vs. Wyand, 147 Maryland 117; Harman vs. Hurst, 160 Maryland 96). But, this principle

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only applies when all the parties in interest so elect. It does not apply when only the owner of a third undivided interest does so. As heretofore shown, while the law favors distribution in kind, it also favors a man's right to hold his property in severalty; and I hold that the latter right is paramount to the former.

It is an old and well established doctrine that when an equity court once takes jurisdiction of a case, it will retain that jurisdiction until complete relief is afforded. (Segafoose vs. Hospelhorn, 179 Maryland 325; Bass vs. Smith, 189 Maryland 461; Paradise Amusement Company vs. Hollyday, 190 Maryland 48; Turk vs. Grossman, 176 Maryland 644; Brann vs. Mahoney, 187 Maryland 89; and Cook vs. Hollyday, 186 Maryland 42). Whether this court could in this proceeding decree the sale of said real estate for purposes of partition pursuant to the provisions of Article 16, Section 159, may be doubtful. In a somewhat similar situation, Judge Alvey in Devecmon vs. Shaw, 70 Maryland 219, 228, held that an original, in the nature of a supplemental bill, would have to be filed. But, even if an original proceeding would not be necessary, the fact remains that this court assumed jurisdiction of this case for the purpose of advising these executors in the proper administration of their trust, and, as long as they are behaving properly, this court has no right to by-pass them and appoint trustees to do the very thing they can do, and are required by law to do, and which they can do at less cost and more expeditiously. In the instant case, possibly the only saving would be the premium on the trustees' bond, but, in the ordinary case, executors would be in a position to sell and convey free of debts and everything else long before an equity proceeding could even be instituted.

Former Judge Samuel K. Dennis had a somewhat similar

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situation before him in Hochstedt vs. Rhea in the Circuit Court No. 2 of Baltimore City, wherein he wrote an excellent opinion which was published in the Daily Record of April 10, 1943. There, a testator died seized of certain lands and possessed of certain personalty and left a will, wherein he authorized his executor to sell said real estate. The widow renounced; and then filed a bill in equity, wherein she alleged that the personalty left by her deceased husband would not be sufficient to pay his debts, his funeral expenses, and the costs and expenses incident to the administration on his estate, that it would be necessary that said real estate be sold for the purpose of paying the same, and prayed for a decree for the sale of said real estate for the payment of said creditors, and the distribution of the surplus amongst the parties entitled thereto including herself. After showing that the widow had no standing to institute a creditors' suit and that the trustees appointed by the equity court to sell the real estate for purposes of partition could not convey by a good title until the debts of the testator were paid, Judge Dennis said:

> "Without repeating the provisions of the will or the comments thereon it is enough to say that the Orphans' Court is furnished ample jurisdiction by Art. 93, Sec. 301, plus the power of sale conferred by the will upon the executor, to supervise a sale made by him of any part or all the real estate. The executor's powers covered a wide field. He may sell if he pleases, pay debts, legacies and divide the balance between the widow and the residuary devisees. No equity court in any one proceeding can accomplish so much.
>
> There is no allegation that the executor has declined to exercise his power of sale or sell sufficient real estate to pay off when the seasonable and appropriate time arrives under his substantially plenary power. If he should the Orphans' Court has the power to compel him to act or to appoint a trustee to act. (Art. 93, Sec. 302, of the Code; Murray vs. Conley, 124 Md. 218; Wright vs. Williams, 93 Md. 66). The Orphans' Court was given that power to make resort to the equity court unnecessary. Therefore this executor by reason of the authority conferred by the will for every practical purpose can afford the widow the precise relief she asks here for herself and others, notwithstanding she has no privity with them; relief which this Court under this bill can not give."

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Finally, the widow suggests that as all the parties in interest are sui juris, there is nothing to prevent her and her step-daughters from agreeing to a sale of said real estate and dividing the proceeds themselves. It is perfectly true that there is nothing to prevent said daughters from agreeing to a sale of said real estate if they want to. I recognize that right. On the other hand, I must, I think, recognize their right to refuse to agree if they want to. I have no more right to coerce them, than I have to coerce the widow. I have no alternative than to order the executors to sell the real estate in virtue of their power and bring the proceeds into this court for distribution under its order.

My attention has also been called to the fact that Mrs. Evans and Mr. Cromwell joined in the petition filed by the executors, in their capacity as trustees as well as executors. I do not think that said trustees have any further powers under Mr. Downs' will. The renunciation of the widow and the accelerations of the remainders, divested them of their powers as trustees. Their joinder in the petition, however, does not hurt anything.

11 September 1952

Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others, :
PLAINTIFFS. :
VS. : NO. 10,313 EQUITY
FLORENCE J. DOWNS, and others, :
DEFENDANTS. :

:::::::

SUPPLEMENTAL DECREE DIRECTING EXECUTORS TO SELL REAL ESTATE

Filed 11 Sept., 1952.

The matter of the petition of Emily E. Evans and George T. Cromwell, executors of the last will and testament of Luther C. Downs, deceased, filed herein June 24, 1952, and the answer of Florence J. Downs thereto, coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this eleventh day of September, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the demurrer of Florence J. Downs, contained in her said answer be, and the same is hereby, overruled.

And, it is further ADJUDGED, ORDERED and DECREED that the said Emily E. Evans and George T. Cromwell, as executors as aforesaid be, and they are hereby, authorized and directed to sell all the real estate of which the said Luther C. Downs died seized (and which said real estate is described in said petition), in virtue of, and pursuant to, the power of sale in said will contained, and that the course and manner of their proceedings shall be as follows, that is to say: Said sale shall be made by public auction, for cash, and upon three weeks' notice of the time, place, manner and terms thereof, by advertisements in some weekly newspaper or newspapers published in said Anne Arundel County, and such other notice as

said executors shall deem proper; and, as soon as may be convenient after any such sale or sales, the said executors shall return to this court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the court's ratification of said sale, and on the payment of the whole purchase money (and not before), said executors shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her, or them sold free, clear and discharged of all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them. And the said executors shall bring into this court the money arising from said sale, to be distributed under the direction of this court, after deducting such commissions to the said executors as this court shall deem proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And, it is further ADJUDGED and ORDERED that said executors may have the property particularly described in paragraph 4-d of their said petition surveyed if they consider that necessary to an advantageous sale.

Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others, :
PLAINTIFFS. :
VS. : NO. 10,313 EQUITY
FLORENCE J. DOWNS, and others, :
DEFENDANTS. :

:::::::

ORDER REFERRING CASE TO AUDITOR, ALLOWING COMMISSIONS, ETC.

Filed 11 Sept., 1952.

It is, this eleventh day of September, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that the second report and account of Emily E. Evans and George T. Cromwell, executors of the last will and testament of Luther C. Downs, deceased, together with all the other papers in this case, be, and the same are hereby, referred to the Auditor for the statement of an account.

And, it is further ADJUDGED and ORDERED that for their services as executors as aforesaid, the said Emily E. Evans and George T. Cromwell be, and they are hereby, allowed commissions on the funds which have thus far come into their hands, at the rate of ten percent on the first twenty thousand dollars ($20,000.00) thereof, and two percent on the balance.

And, it is further ADJUDGED and ORDERED that, in stating said account, the Auditor shall carry forward two thousand dollars ($2,000.00) in the hands of said executors as a reserve for taxes and other contingencies, and subject to the further order of this court in the premises.

Judge.

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In the Case of

Emily E. Evans and George T. Cromwell,
Executors and Trustees of the
Estate of Luther C. Downs, et al
vs.
Florence J. Downs, Widow,
Lucy Page Jones, Infant,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,313 Equity

To the Honorable, the Judges of said Court:

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

Filed 30 Oct., 1952.

October 7, 1952

All of which is respectfully submitted.

Laura K. Finklea
Auditor.

Dr. Emily E. Evans and George T. Cromwell, Executors and Trustees of the Estate of Luther C. Downs, et al vs. Florence J. Downs, Widow et al in ac.

To Executors for Commissions (Order of 9/11/52) from Schedule C, viz:	2,997 34	
Less State Tax thereon	299 73	2,697 61
To Executors for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Defendants' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs,	75 25	
Jos. W. Alton, Jr. - Sheriff's costs	5 80	
Myrtle Sturm - Guardian ad Litem	4 00	
Katharine H. McCutchan - stenographer's fee	5 00	
Auditor - stating this account	145 00	255 05
To Executors for Expenses, viz:		
Capital-Gazette Press - order of publication	68 76	
Capital-Gazette Press - order nisi (acct)	6 00	
Baltimore National Bank - safe deposit box rent - 1951 and 1952	24 00	
Clerk of Court - certified copies (decree)	3 00	
Richard Williams, Agent - fire insurance premiums	79 00	
Marvin I. Anderson - fee for legal services rendered (Order 9/11/52)	1,000 00	
C. & P. Telephone Co. - telephone service	3 03	
Alex. Brown & Sons - commissions ($22.00) tax ($1.75) and shipping charges ($1.11) in connection with sale stocks and bonds	24 86	
Arthur A. Anderson - legal services - title examination	100 00	1,308 65
To Executors for Orphans Court Expenses, viz:		
Capital-Gazette Press - notice to creditors	8 00	
National Surety Corporation -bond premium	10 00	
Register of Wills - Court costs	41 10	
John L. Stieff and Fred W. Kuethe - appraising real and personal property	100 00	159 10
To Executors for Funeral Expenses, etc,viz:		
John O. Mitchell & Son - funeral expenses	721 00	
U. R. Standiford & Son - memorial	132 36	
Dr. Charles L. Ball, Jr. - claim filed in Orphans Court for professional services	119 00	972 36

To Executors for appraised value of household and personal property elected by Florence J. Downs, Widow, in lieu of her $75.00 statutory allowance	64 75	64 75
To Executors for Taxes, viz:		
1951 and 1952 State and County taxes on Lots 52, 53 and 54, and improvements	270 19	
1951 and 1952 State and County taxes on Lot 13 and improvements	90 00	
1951 and 1952 State and County taxes on Baltimore County property	59 99	
1951 and 1952 Baltimore City taxes on 1.93 acres	31 64	
1951 and 1952 Baltimore City taxes on 7.41 acres	104 73	
Collector of Internal Revenue - 1951 fiduciary income tax	22 40	
Comptroller of the Treasury - 1951 State fiduciary income tax	16 42	595 37
To Executors for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission -		
1951 and 1952 water benefit charges -		
Lot 13 R Block 52	29 02	
Metered water -12/1/51- 6/1/52	18 60	
1951 and 1952 water and sewer benefit charge Lots 52-54, Block 4	78 58	
Metered water -12/1/50 - 6/1/52	38 10	164 30
To Executors for Repairs to Real Estate, viz:		
G. Francis Litchfield - new roof and porch 427 Kingswood Road	287 00	
G. Francis Litchfield - repairs to steps and floor 204 Hill Top Road	33 75	320 75
To Executors for Claims Filed, viz:		
Florence J. Downs - amounts advanced and due her (claim filed 3/21/52)	131 22	
Florence J. Downs - Marsh rent collected and retained by her	30 00	161 22
To Executors for Inheritance and State Taxes, viz:		
R. Glenn Prout, Register of Wills - 1% direct inheritance tax on appraised value of real estate	159 46	
R. Glenn Prout, Register of Wills - State tax on Executors' commissions	299 73	459 19
To Executors for difference between appraised value and proceeds of sale of stocks and bonds (Schedule A)	2,176 82	2,176 82
To Executors for amount reserved for taxes and other contingencies (Order 9/11/52)	2,000 00	2,000 00
To Executors for Value of decedent's interest as residuary legatee of John W. Downs (Schedule B)	7,802 78	7,802 78

BALANCE FOR DISTRIBUTION	$52,905.66		
Distributed as follows (Schedule D):			
To Florence J. Downs, Widow -		17,624 10	
Less 1% direct inheritance tax		176 24	17,447 86
To Emily E. Evans, daughter -		17,590 78	
Less 1% direct inheritance tax	$ 175.91		
Less amount due Marvin I. Anderson (Order 9/11/52)	250.00	425 91	17,164 87
To Martha K. Jones, daughter -		17,590 78	
Less 1% direct inheritance tax	$ 175.91		
Less amount due Marvin I. Anderson (Order 9/11/52)	250.00	425 91	17,164 87
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		528 06	528 06
To Marvin I. Anderson - part of fee for legal services (Order of 9/11/52)		500 00	500 00
To Donald Evans - appraised value of sedan		100 00	100 00
			72,043 61

SCHEDULE A

PROCEEDS OF SALE OF STOCKS AND BONDS

Bonds	Description	Appraised Value	Proceeds of Sale
5	$1,000. Anne Arundel County Sanitary Commission 4½s due 10/15/58	$ 6,123.00	$ 5,831.25
1	$1,000. Anne Arundel County Sanitary Commission 4½s due 8/1/61	1,280.00	1,206.25
2	$1,000. Anne Arundel County Sanitary Commission 3s due 12/1/68	2,321.60	2,175.00
1	$1,000. New York City Rapid Transit Co. 3¼s due 8/1/70	1,160.50	1,041.00
5	$1,000. Anne Arundel County School Bonds 3¼s due 9/1/55	5,444.00	5,268.75
7	$1,000. Prince George County 3¼s due 10/1/52	7,280.00	7,007.70
5	$1,000. Washington Suburban Sanitary District 2s due 11/1/73	4,827.00	4,318.75
5	$1,000. Washington Suburban Sanitary District 2.60s due 1/1/70	5,240.00	4,850.00
2	$1,000. Washington Suburban Sanitary District 2.20s due 6/1/81	1,920.00	1,696.60
Stocks			
12 shs.	The Sperry Corp. -common	347.52	421.50
40 shs.	Safe Deposit & Trust Co.	2,740.00	2,680.00
12 shs.	North American Aviation, Inc.	172.50	195.00
50 shs.	The First National Bank of Baltimore	2,262.50	2,250.00
		$41,118.62	$ 38,941.80
	LOSS FROM SALE OF SECURITIES		2,176.82
		$41,118.62	$ 41,118.62

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SCHEDULE B

VALUE OF DECEDENT'S INTEREST IN ESTATE OF JOHN W. DOWNS

Appraised value of Estate of John W. Downs as of 10/29/50	$ 47,718.59	$
Less Legacies	17,005.00	
Net Estate	$ 30,713.59	
Appraised value of decedent's one-third interest therein		10,237.86

Value of Luther Downs' interest in Estate of John W. Downs at time of death (October 29, 1950) calculated under Table A - Section 81.10 (i) of U. S. Treasury Department Regulation 105, "Annuities, Life, Remainder and Reversionary Interests," as follows:

	Year	Month	Day
Luther Downs died	1950	10	29
Elva Downs, life tenant, born	1876	5	29
Age of Life Tenant at death of Luther Downs	74	5	00

Under Table A - Section 81.10 (i) of U. S. Treasury Department Regulation 105, the value of reversion at age of 74 is - - - .76215.

Value of Luther Downs' interest in Estate of John W. Downs under Regulation 105 -
$10,237.86 x .76215 $ 7,802.78

SCHEDULE C

EXECUTORS' COMMISSIONS

Appraised value of personal and household effects (inventory)	$	411.75
Cash		18,821.60
Income received by Executors		3,888.86
Proceeds of sale of stocks and bonds (Schedule A)		38,941.80
Value of decedent's interest in Estate of John W. Downs as of October 29, 1950 (Schedule B)		7,802.78
Total estate	$	69,866.79

Executors' Commissions on $69,866.79 (Order of 9/11/52)	$	2,997.34
Less State Tax on Commissions		299.73
Net Commissions	$	2,697.61

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SCHEDULE D

D I S T R I B U T I O N

Balance for distribution	$ 52,905.66	$
LESS:		
Amount due Florence J. Downs for one-third appraised value of sedan ($100.00)		33.33
Amount due Florence J. Downs for one-third appraised value of remaining household and personal effects ($247.00)		82.33
Appraised value of remaining house-hold and personal effects distributed to Emily E. Evans and Martha K. Jones		164.67
Appraised value of sedan bequeathed to Donald Evans		100.00
Cash balance for distribution		52,525.33
	$ 52,905.66	$ 52,905.66

Cash balance as above	$ 52,525.33	$
Distributed as follows:		
To Florence J. Downs, Widow - one-third		17,508.44
To Emily E. Evans, daughter - one-third		17,508.45
To Martha K. Jones, daughter - one-third		17,508.44
	$ 52,525.33	$ 52,525.33

TOTAL DISTRIBUTION

To Florence J. Downs, Widow -	$	$
one-third cash balance	17,508.44	
one-third value of sedan	33.33	
one-third value remaining personalty	82.33	
Total		17,624.10
To Emily E. Evans, daughter -		
one-third cash balance	$ 17,508.45	
one-third value remaining personalty	82.33	
Total		17,590.78
To Martha K. Jones, daughter -		
one-third cash balance	$ 17,508.44	
one-third remaining personalty	82.34	
Total		17,590.78
To Donald Evans - appraised value of sedan		100.00
		$ 52,905.66

with Emily E. Evans and George T. Cromwell, Executors of the Estate of Luther C. Downs

Cr.

		Appraised value of household and personal property as shown by Inventory filed 5/29/51	411 75	
		Appraised value of Bonds	35,596 10	
		Appraised value of Stocks	5,522 52	41,530 37
		Cash received by Executors, as shown by inventory	18,821 60	18,821 60
		Corrected value of decedent's share as residuary legatee of John W. Down at time of decedent's death (Schedule B)	7,802 78	7,802 78
		INCOME		
1950 Nov. to Dec.	30 31	Rent	30 00	
		Interest and dividends	137 00	
1951 Jan. to Dec.	1 31	Rent	180 00	
		Interest and dividends	1,969 71	
1952 Jan. to July	1 1	Rent	60 00	
		Interest and dividends	1,512 15	3,888 86
				72,043 61

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ORDER NISI

Emily E. Evans and George T. Cromwell
Executors and Trustees of the
Estate of Luther C. Downs, et al

VERSUS

Florence J. Downs, Widow
Lucy Page Jones, Infant,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,313 Equity.

ORDERED, This 30th day of October, 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 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the day of November next.

Filed 30 Oct., 1952

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of October, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, ~~no cause to the contrary having been shown~~ and that the Trustees apply the proceeds accordingly with a due proportion

Benjamin Nicholson
Judge

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No. EQUITY
19 No. Docket

IN THE
CIRCUIT COURT
FOR
Anne Arundel County

VS.

Auditor's Report and Account

Order nisi 19
Final order 19
Filed 19

ORDER NISI

VERSUS

In the
CIRCUIT COURT
For

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs et al	:	NO. 10,313 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	:	
	:	

CONSENT TO IMMEDIATE RATIFICATION OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That Emily E. Evans and George T. Cromwell, Executors of the Estate of Luther C. Downs; Emily E. Evans and Martha K. Jones, individually, and Florence J. Downs are the only parties of interest in the above estate and the Auditor's Account and they do hereby consent to its immediate ratification.

Filed 30 Oct., 1932.

Solicitor for Executors and
Emily E. Evans and Martha K. Jones

Solicitors for Florence J. Downs

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EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs et al	:	NO. 10,313 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	:	
	:	

Filed 3 Nov., 1952

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of George T. Cromwell and Emily E. Evans, Executors of the Estate of Luther C. Downs, respectfully shows:

1. That under the power of sale contained in the Last Will and Testament of Luther C. Downs, recorded among the Will Records of Anne Arundel County in Liber R.G.P. No. 4 folio 83, and pursuant to a decree of this Court dated the 11th day of September, 1952, passed herein, the said George T. Cromwell and Emily E. Evans, Executors, after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, (and by notice in the Baltimore Sunday Sun, and by handbills set up at the Court House door in the City of Annapolis, Maryland and on the properties and circulated in said Anne Arundel County and by a sign placed on each property) said advertisement being for more than three weeks before the day of sale, they did pursuant to said notice attend on the premises on Saturday, October 25, 1952, at the time specified in the hand bill attached, the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

First: Parcel a. Lot No. 13 on the Plat of the sub-division of Lots numbered 1, 2, 3, 4, 5, and 6 of the development of Kingston Heights, as shown on the Plat of the said sub-division recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4 folio 16 (now Cabinet 1, Rod A-5, Plat 1), con-

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veyed to Luther C. Downs by Emma V. Dismore by deed dated August 9, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130 folio 274, improved by a three-room frame dwelling known as No. 427 Kingwood Road with cellar, water and electricity. This lot has a frontage on Kingwood Road in Linthicum Heights of 90 feet with a depth of approximately 172 feet.

That after receiving numerous bids they sold said property to Charles Hare and Emma L. Hare, 200 N. Hammond Ferry Road, Anne Arundel County, Maryland, for the sum of Forty nine hundred dollars, they being the highest bidders for said property.

Second: Parcel b. and Parcel c.

Parcel b.Lot No. 52 on the Plat of Linthicum Heights filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber G.W. No. 60 folio 35 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Eleanor L. Woodroff and husband, by deed dated December 9, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 24 folio 306, unimproved, except for a small chicken house. This lot has a frontage on Hilltop Road of 50 feet and a depth of 185 feet running through to Valley Road.

Parcel c. Lots Nos. 53 and 54 shown on the Plat of Linthicum Heights, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60 folio 350 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Linthicum Heights Company, by deed dated November 7, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 135 folio 252. Improved by dwelling known as No. 204 Hilltop Road fronting on Hilltop Road with 3 rooms and pantry on first floor and 4 bedrooms and bath on second floor, large screened porch on front, full

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basement, hot water heat, gas fired, fireplaces. Also, a small building formerly used as servants' quarters with garage attached. This is a corner property having a frontage on Hilltop Road of 100 feet and 185 feet on Arundel Road. This is a very desirable property located on a high elevation in the heart of Linthicum Heights and one of the best residential sections in Anne Arundel County.

That they first offered Parcel c. and received a high bid of $15,200.00. They then offered Parcel b. and received a high bid of $1,250.00. They then offered the two parcels b. and c. as a whole in accordance with the advertisement and received a bid from Linthicum Nowell Home Builders, Inc. of $17,000.00, it being the highest bidder for said property.

Therefore, said Executors now report to the Court the sale of the properties as aforesaid at $4,900.00 for Parcel a., of which amount they have received $500.00, and the sale of Parcels b. and c. at $17,000.00, of which amount they have received $1,000.00.

And the Executors file herewith the Auctioneer's certificate, purchaser's agreement and hand bill as to each of the sales marked Exhibit "A" and "B" respectively.

That the prices obtained for the properties are fair and reasonable and the ratification of the sales as made is recommended.

All of which is respectfully submitted.

Emily E. Evans

Geo. S. Nowell

Executors

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 29th day of October 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally

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appeared George T. Cromwell and Emily E. Evans, Executors of the Estate of Luther C. Downs, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sales were fairly made.

Witness my hand and seal Notarial,

John R Rickert
Notary Public

NOTARY PUBLIC

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LIBER 80 PAGE 120

Marvin I. Anderson, Solicitor

20 West Street, Annapolis, Maryland

EXECUTOR'S SALE

OF VALUABLE REAL ESTATE

AT LINTHICUM HEIGHTS AND KINGSTON HEIGHTS

ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Last Will and Testament of Luther C. Downs, recorded among the Will Records of Anne Arundel County in Liber R. G. P. No. 4 folio 83, and pursuant to a decree of the Circuit Court for Anne Arundel County, dated the 11th day of September, 1952, passed in No. 10, 313 Equity wherein Emily E. Evans, et al are plaintiffs and Florence J. Downs, et al are defendants, the undersigned executors will sell the following property on the premises, on

SATURDAY, OCTOBER 25, 1952

The Kingston property in Linthicum Heights will be sold at 2:00 P.M.

The Linthicum Heights property will be sold at 3:00 P.M.

Parcel a. Lot No. 13 on the Plat of the sub-division of Lots numbered 1, 2, 3, 4, 5, and 6 of the development of Kingston Heights, as shown on the Plat of the said sub-division recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4 folio 16 (now Cabinet 1, Rod A-5, Plat 1), conveyed to Luther C. Downs by Emma V. Dismore by deed dated August 9, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 274, improved by a three-room frame dwelling known as No. 427 Kingswood Road with cellar, water and electricity. This lot has a frontage on Kingwood Road in Linthicum Heights of 90 feet with a depth of approximately 172 feet.

Parcel b. Lot No. 52 on the Plat of Linthicum Heights filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber G. W. No. 60 folio 35 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Eleanor L. Woodroff and husband, by deed dated December 9, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 24 folio 306, unimproved, except for a small chicken house. This lot has a frontage on Hilltop Road of 50 feet and a depth of 185 feet running through to Valley Road.

Filed 3 Nov., 1952.

Parcel c. Lots Nos. 53 and 54 shown on the Plat of Linthicum Heights, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 60 folio 350 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Linthicum Heights Company, by deed dated November 7, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 135 folio 252. Improved by dwelling known as No. 204 Hilltop Road fronting on Hilltop Road with 3 rooms and pantry on first floor and 4 bedrooms and bath on second floor, large screened porch on front, full basement, hot water heat, gas fired, fireplaces. Also, a small building formerly used as servants' quarters with garage attached. This is a corner property having a frontage on Hilltop Road of 100 feet and 185 feet on Arundel Road. This is a very desirable property located on a high elevation in the heart of Linthicum Heights and one of the best residential sections in Anne Arundel County.

LIBER 80 PAGE 121

Parcel b and parcel c will first be offered separately and the bid on each reserved, and then parcel b and parcel c will be offered as an entirety and will be sold in whatever manner is most advantageous to the estate.

Terms of Sale: A deposit of $500.00 will be required of the purchaser of each parcel at the time of sale; balance to be paid on ratification of sale by the Court with interest at 6 percent from day of sale or all cash at the option of the purchaser, said deferred payments to be secured to satisfaction of the Executors. Taxes and expenses to be adjusted to day of sale. The executors reserve the right to reject any or all bids.

For further particulars apply to the undersigned or telephone Linthicum 698 for inspection.

George Scible
Auctioneer

Emily E. Evans
Linthicum Heights, Maryland

George T. Cromwell
Ferndale, Maryland
Executors

This is to certify that I (we) Have this day purchased at public auction from Emily E. Evans and George T. Cromwell, Executors the property herein described as parcel "A" at and for the sum of Forty nine hundred Dollars and ~~we~~ hereby agree to comply with the terms of sale.

Witness ~~my~~ our hand and seal this 25th day of October, 1952.

Witness:

Wayne L Anderson

Charles Hare (SEAL)
Charles Hare

Emma L Hare (SEAL)
Emma L Hare
200 N. Hammond Ferry Rd

This is to certify that I (we) have this day sold at public auction for Emily E. Evans and George T. Cromwell, Executors the property herein described as parcel "A" to Charles Hare & Emma L Hare, his wife at and for the sum Forty nine hundred dollars ~~he~~ they being at that price the highest bidders therefor.

Witness my hand and seal this 25th day of October, 1952.

G. W. Scibbo
Auctioneer

Exhibit "A"

Filed 3 Nov, 1952

LIBER 80 PAGE 123

Marvin I. Anderson, Solicitor

20 West Street, Annapolis, Maryland

EXECUTOR'S SALE

OF VALUABLE REAL ESTATE

AT LINTHICUM HEIGHTS AND KINGSTON HEIGHTS

ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Last Will and Testament of Luther C. Downs, recorded among the Will Records of Anne Arundel County in Liber R. G. P. No. 4 folio 83, and pursuant to a decree of the Circuit Court for Anne Arundel County, dated the 11th day of September, 1952, passed in No. 10, 313 Equity wherein Emily E. Evans, et al are plaintiffs and Florence J. Downs, et al are defendants, the undersigned executors will sell the following property on the premises, on

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Parcel a. Lot No. 13 on the Plat of the sub-division of Lots numbered 1, 2, 3, 4, 5, and 6 of the development of Kingston Heights, as shown on the Plat of the said sub-division recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4 folio 16 (now Cabinet 1, Rod A-5, Plat 1), conveyed to Luther C. Downs by Emma V. Dismore by deed dated August 9, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 274, improved by a three-room frame dwelling known as No. 427 Kingston Road with cellar, water and electricity. This lot has a frontage on Kingwood Road in Linthicum Heights of 90 feet with a depth of approximately 172 feet.

Parcel b. Lot No. 52 on the Plat of Linthicum Heights filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Liber G. W. No. 60 folio 35 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Eleanor L. Woodroff and husband, by deed dated December 9, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 24 folio 306, unimproved, except for a small chicken house. This lot has a frontage on Hilltop Road of 50 feet and a depth of 185 feet running through to Valley Road.

Filed 3 Nov, 1952

LIBER 80 PAGE 124

Parcel c. Lots Nos. 53 and 54 shown on the Plat of Linthicum Heights, recorded among the Land Records of Anne Arundel County in Liber G. W. No. 60 folio 350 (now Cabinet 2, Rod B-3, folio 23). Being the same property which was conveyed to Luther C. Downs and Fannie Downs, his wife, by Linthicum Heights Company, by deed dated November 7, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 135 folio 252. Improved by dwelling known as No. 204 Hilltop Road fronting on Hilltop Road with 3 rooms and pantry on first floor and 4 bedrooms and bath on second floor, large screened porch on front, full basement, hot water heat, gas fired, fireplaces. Also, a small building formerly used as servants' quarters with garage attached. This is a corner property having a frontage on Hilltop Road of 100 feet and 185 feet on Arundel Road. This is a very desirable property located on a high elevation in the heart of Linthicum Heights and one of the best residential sections in Anne Arundel County.

Parcel b and parcel c will first be offered separately and the bid on each reserved, and then parcel b and parcel c will be offered as an entirety and will be sold in whatever manner is most advantageous to the estate.

Terms of Sale: A deposit of $500.00 will be required of the purchaser of each parcel at the time of sale; balance to be paid on ratification of sale by the Court with interest at 6 percent from day of sale or all cash at the option of the purchaser, said deferred payments to be secured to satisfaction of the Executors. Taxes and expenses to be adjusted to day of sale. The executors reserve the right to reject any or all bids.

For further particulars apply to the undersigned or telephone Linthicum 698 for inspection.

George Scible
Auctioneer

Emily E. Evans
Linthicum Heights, Maryland

George T. Cromwell
Ferndale, Maryland
Executors

This is to certify that I we have this day purchased at public auction the property herein described as parcel "b" and "C" from Emily E. Evans and George T. Cromwell, Executors at and for the price of Seventeen thousand —

dollars and we I agree to comply with the terms of sale.

Witness our my hand and seal this 25th day of October, 1952.

Lin Thieun Nowell Home Builders Inc (SEAL)

By: Ellsworth B. Nowell (SEAL)

President. (Seal)

Secretary Treas.

This is to certify that I we have this day purchased at public auction the property herein described as parcel "b" and "C" from Emily E. Evans and George T. Cromwell, Executors at and for the price of

dollars and we I agree to comply with the terms of sale.

Witness our hand and seal this 25th day of October, 1952.

(SEAL)

(SEAL)

Filed 3 Nov, 1952

This is to certify that I have this day sold at public auction for Emily E. Evans and George T. Cromwell, Executors, the property herein described as parcels "B" and "C" to Linthieun Nowell Home Builders Inc at and for the price of Seventeen thousand dollars, he being at that price the highest bidders therefor.

Witness my hand and seal this 25th day of October, 1952

Auctioneer

Exhibit "B"

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ORDER NISI

LIBER 80 PAGE 126

EMILY E. EVANS and
GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs, ~~xxxxxx~~ et al
versus
FLORENCE J. DOWNS, widow, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,313 Equity

Filed 3 Nov., 1952

Ordered, this 3 day of November, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Emily E. Evans and George T. Cromwell, Executors, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of December next.

The report states that the amount of sales to be $ 21,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EMILY E. EVANS and
GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs, et al
versus
FLORENCE J. DOWNS, widow, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Dec., 1952

ORDERED BY THE COURT, This 9th day of December, 1952, that the sale made and reported by the ~~Trustees~~ Executors 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~~ Executors allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
A.J.

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LIBER 80 PAGE 127

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 2nd 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,313

Emily E. Evans

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of December, 1952 The first insertion being made the 6th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 6587

Filed 1 Dec. 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,313 Equity

EMILY E. EVANS and GEORGE T CROMWELL, Executors and Trustees of the Estate of LUTHER C. DOWNS et al

Vs.

FLORENCE J. DOWNS, widow, et al

Ordered, this 3rd day of November, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Emily E. Evans and George T. Cromwell, Executors, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sales to be $21,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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EMILY E. EVANS and GEORGE T. CROMWELL Executors and Trustees of the Estate of Luther C. Downs et al	:	NO. 10,313 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	
FLORENCE J. DOWNS, widow, et al	:	ANNE ARUNDEL COUNTY

Filed 19 Feb, 1953.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Report of George T. Cromwell and Emily E. Evans, Executors of the Estate of Luther C. Downs, respectfully shows:

1. That under the power of sale contained in the Last Will and Testament of Luther C. Downs, recorded among the Testamentary Records of Anne Arundel County in Liber R.G.P.No. 4 folio 83, and pursuant to a decree of this Court dated the 11th day of September, 1952, passed herein, the said George T. Cromwell and Emily E. Evans, Executors, after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, and by advertisement in the Daily Record a newspaper published in Baltimore City, and advertisement in the Jeffersonian, a newspaper published in Towson, Baltimore, County, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and on the properties and circulated in said City and Counties and by sign placed on each property, said advertisement being for more than three weeks before the day of sale, they did pursuant to said notice attend on the premises on Saturday, January 31, 1953, at the time specified in the hand bill attached, the time and place so advertised, and then and there proceeded to sell said said real estate as follows, to wit:

Parcel A: All that tract of land containing 8.81 acres, more or less, lying in Baltimore City and described as follows, according to a survey made by James D. Hicks, County Surveyor,

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in December, 1952, towit: BEGINNING for the same at an old stone #22 here found which marks the end of the 14th line of that conveyance from Stevenson A. Williams to Luther C. Downs, deceased, dated August 6, 1902, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 263 folio 362; thence from the point of beginning so fixed and binding on the outlines of said conveyance with magnetic declination correction to 1952, South 81 degrees 07 minutes 30 seconds East 614.14 feet to an iron pipe, South 23 degrees 22 minutes 30 seconds West 372.49 feet to an iron pipe and South 41 degrees 07 minutes 30 seconds West 400.82 feet to the intersection formed by the eastern outline of the aforementioned conveyance and boundary line of the City of Baltimore; thence with Baltimore City line North 53 degrees 03 minutes 00 seconds West 212.71 feet to a Baltimore City monument; thence continuing said last line, North 53 degrees 03 minutes 00 seconds West 653.02 feet to the intersection formed by boundary line of Baltimore City and the westerly outline of the abovementioned conveyance, thence with said outline of said conveyance, North 67 degrees 48 minutes 30 seconds East 95.63 feet to a stone herefound, South 53 degrees 35 minutes 30 seconds East 267.08 feet to a stone here found, North 85 degrees 35 minutes 20 seconds East 100.34 feet to a stone here found, North 5 degrees 38 minutes 40 seconds West 166.62 feet to a stone here found and North 33 degrees 12 minutes 00 seconds East 199.69 feet to the point of beginning. Containing 8.81 acre, more or less, Excepting so much thereof as lies within the abandoned W. B. & A. Electric Railroad right-of-way. Being a part of the same property which was conveyed to Luther C. Downs by Stevenson A. Williams by deed dated August 6, 1902, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 263 folio 362.

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Parcel B: All that tract of land containing 17.48 acres, more or less, lying contiguous to Parcel "A" in Baltimore County, and described, as follows, according to a survey made by James D. Hicks, County Surveyor, in December, 1952, to wit: BEGINNING for the same at an old stone #24 here found which marks the end of the 2nd line of that conveyance from Stevenson A. Williams to Luther C.Downs, deceased, dated August 6, 1902, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 263 folio 362; thence from point of beginning so fixed and binding on and with the outline of the said conveyance, as corrected for magnetic declination of 1952, North 47 degrees 25 minutes 30 seconds West 835.23 feet to a stone #23 here found, North 31 degrees 56 minutes 00 seconds East 40.68 feet to a stone here found, North 6 degrees 51 minutes 50 seconds West 251.74 feet to an iron pipe, North 22 degrees 25 minutes 20 seconds West 184.64 feet to a stone here found, thence North 85 degrees 23 minutes 20 seconds East 91.77 feet to a stone here found, South 79 degrees 41 minutes 30 seconds East 112.65 feet to an iron pipe; thence North 69 degrees 18 minutes 30 seconds East 281.63 feet to an iron pipe and north 67 degrees 48 minutes 30 seconds East 81.39 feet to the intersection formed by the westernmost outline of the above mentioned conveyance and the boundary line of Baltimore City; thence binding on the Baltimore city boundary line South 53 degrees 03 minutes 00 seconds East 653.02 feet to a Baltimore City Monument, thence continuing said line South 53 degrees 03 minutes 00 seconds East 212.71 feet to the intersection formed by the said Baltimore boundary and the easternmost outline of the above mentioned conveyance; thence with the said easternmost outline South 41 degrees 07 minutes 30 seconds West 819.42 feet to the point of beginning. Containing 17.48 acres of land, more or less. Being a part of the same conveyance from Stevenson A. Williams to Luther C. Downs, by deed dated August 6, 1902, and recorded among the Land Records of Baltimore County in Liber N.B.M. No. 263 folio 362, and sold both Parcels "A" and "B" above described to Harry A. Smuck and Thelma

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Smuck, his wife, at and for the sum of Fifteen thousand dollars, they being at that price the highest bidders therefor.

Therefore, said Executors now report to the Court the sale of the properties as aforesaid at $15,000.00 for parcels "A" and "B" and have received the full amount of the purchase money.

And the Executors file herewith the Purchaers's Agreement, Auctioneer's certificate and hand bill marked Exhibit No. 1 with Report of Sale.

That the price obtained for the properties is fair and reasonable and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Emily E. Evans

George T. Cromwell

Executors

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of February in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared George T. Cromwell and Emily E. Evans, Executors of the Estate of Luther C. Downs, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sales were fairly made.

Witness my hand and seal Notarial,

John A. Willard

Notary Public

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MARVIN I. ANDERSON, *Solicitor*
20 West Street
Annapolis, Maryland

EXECTUTOR'S SALE OF VALUABLE REAL ESTATE

Near English Consul, Lying Partly in Baltimore County and Partly in Baltimore City

Under and by virtue of the power of sale contained in the Last Will and Testament of Luther C. Downs, recorded among the Will Records of Anne Arundel County in Liber R. G. P. No. 4 folio 83, and pursuant to a decree of the Circuit Court of Anne Arundel County, dated the 11th day of September, 1952, passed in No. 10,313 Equity wherein Emily E. Evans, et al are plaintiffs and Florence J. Downs, et al are defendants, the undersigned executors will sell the following property on the premises,

SATURDAY, JANUARY 31, 1953, AT 3:00 O'CLOCK P. M.

Parcel a. All that tract of ground containing 8.81 acres, more or less, lying in Baltimore City near English Consul, excepting so much thereof as lies within the abandoned W. B. & A. Electric Railroad right-of-way.

Parcel b. All that tract of ground containing 17.48 acres, more or less, lying in Baltimore County contiguous to Parcel a.

BEING a part of that conveyance from Stevenson A. Williams to Luther C. Downs, deceased, dated August 6, 1902 and recorded among the Land Records of Baltimore County in Liber N. B. M. No. 263 folio 362.

Parcel a and parcel b will first be offered separately and the bid on each reserved, and then parcel a and parcel b will be offered as an entirety and will be sold in whatever manner is most advantageous to the estate.

Terms of Sale: A deposit of $500.00 will be required of the purchaser of each parcel at the time of sale; balance to be paid on ratification of sale by the Court with interest at 6 percent from day of sale or all cash at the option of the purchaser, said deferred payments to be secured to satisfaction of the Executors. Taxes and expenses to be adjusted to day of sale. The executors reserve the right to reject any or all bids.

For further particulars apply to the undersigned or telephone Linthicum 698 for inspection.

EMILY E. EVANS,
Linthicum Heights, Maryland
GEORGE T. CROMWELL,
Ferndale, Maryland
Executors.

GEORGE SCIBLE, *Auctioneer.*

j-22

Filed 19 Feb, 1953.

Exhibit "A" ...h Report of Sale.

This is to certify that ~~I~~ we have this day purchased at public auction from Emily E. vans, and George T. Cromwell, Executors the property heretofore described as parcel "a" "B" at and for the sum of Fifteen thousand dollars and ~~I~~ we hereby agree to comply with the terms of sale.

Witness our hands and seals this 31st day of January, 1953.

Witness:

Marion L. Anderson

Harry W. Smuck (SEAL)

Thelma Smuck (SEAL)

This is to certify that I have this day sold at public auction for Emily E. vans and George T. Cromwell, Executors the property heretofore-described as parcel "a" "B" to Harry W. Smuck and Thelma Smuck, his wif at and for the sum of Fifteen thousand Dollars ~~xxx~~ they being at that price the highest bidders.

Witness my hand and seal this 31st day of January, 1953.

Witness:

Marion L. Anderson

G. W. Sible (SEAL)
Auctioneer

Exhibit No. 1 with Report of Sale.

ORDER NISI

LIBER 80 PAGE 134

EMILY E. EVANS and
GEORGE T. CROMWELL, Executors and
Trustees of the Estate of
Luther C. Downs, et al
versus
FLORENCE J. DOWNS, widow,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,313 Equity

Filed 19 Feb., 1953.

Ordered, this 19 day of February, 19 53, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Emily E. Evans and George T. Cromwell, Executors, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30 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 30 day of March next.

The report states that the amount of sales to be $15,000.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EMILY E. EVANS and
GEORGE T. CROMWELL, Executors and
Trustees of the Estate of
Luther C. Downs, et al
versus
FLORENCE J. DOWNS, widow,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of July, 19 53, that the sale made and reported by the ~~Trustee~~ Executors 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~~ Executors allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Duckett
Judge.

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LIBER 80 PAGE 135

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 24th, 1953

We hereby certify, that the annexed

Order Nisi Sale

Equity Number 10,313

Emily E. Evans - Luther C. Downs

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 30th day of March, 1953 The first insertion being made the 26th day of February, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 4011

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,313 Equity

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustees of the Estate of LUTHER C. DOWNS, et al,

Vs.

FLORENCE J. DOWNS, widow, et al.

Ordered, this 19th day of February, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Emily E. Evans and George T. Cromwell, Executors, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof, be shown on or before the 30th 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 30th day of March next.

The report states that the amount of sales to be $15,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 26 Mar. 1953

LIBER 80 PAGE 136

In the Case of

Emily E. Evans and George T. Cromwell,
Executors and Trustees of the
Estate of Luther C. Downs, et al
VS.
Florence J. Downs, Widow,
Lucy Page Jones, Infant,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,313 Equity

To the Honorable, the Judges of said Court:

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

Filed 31 Aug., 1953.

July 24, 1953

All of which is respectfully submitted.

Laura M. Tucklung
Auditor.

Dr. Emily E. Evans and George T. Cromwell, Executors and Trustees of the Estate of Luther C. Downs, et al, vs. Florence J. Downs, Widow, et al in ac.

To Executors for Commissions, viz:			
Commissions on proceeds sale of real estate (5% on $37,088.41) as per Order of 7/23/53	1,854	42	
Commissions on $294.37 @ 2%	5	89	
	1,860	31	
Less State tax on commissions on proceeds of real estate $ 234.18			
State tax on commissions on personalty .59			
	234	77	1,625 54
To Executors for Court costs, viz:			
Clerk of Court - additional costs	21	50	
Auditor - stating this account	90	00	111 50
To Executors for Expenses, viz:			
Capital-Gazette Press - advertising first sale	67	52	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - advertising second sale	20	00	
The Jeffersonian - advertising second sale	24	00	
The Daily Record - advertising second sale	98	56	
The A. S. Abell Co. - advertising sales	47	40	
Capital-Gazette Press - order nisi (second sale)	8	00	
Barrett Printing Co. - handbills (first sale)	12	75	
Barrett Printing Co. - handbills (second sale)	10	71	
National Surety Corp. - bond premium	10	00	
George W. Scible - auctioneer's fees on two sales	150	00	
Thomas S. King - lettering two signs	10	00	
Joseph M. Mazan - painting "for sale" signs for two sales	26	00	
Clerk of Court of Baltimore City - recording costs in #139976	15	25	
Clerk of Court of Baltimore County - recording costs in #33944	15	25	
James D. Hicks - surveying tract at English Consul	220	00	
Myrtle Sturm - preparing Federal and State income tax returns	15	00	
N. B. Benson - special services	50	00	
Richard Williams - fire insurance premium	21	00	
Richard Williams - returning overpayment on rebate	22	23	
Gas & Electric Co. - final bill	21	83	
Clerk of Court - certified copies	3	00	
Clerk of Court - recording release	2	00	
One-half Federal and State documentary stamps (204 W. Hilltop Road)	18	70	
One-half Federal and State documentary stamss (Lot 13 Block 52)	5	50	
One-half Federal and State documentary stamps (Baltimore City and County)	16	50	
Notary fee	1	00	920 20

To Executors for Taxes, viz:			
1953 State and Baltimore City taxes 8.81 acre tract	71 31		
1953 State and County taxes on 17.48 acre tract in Baltimore County	36 52		
Collector of Internal Revenue - 1952 fiduciary income tax	706 71		
Comptroller of the Treasury - 1952 State fiduciary income tax	4 32		
R. Glenn Prout, Register of Wills -State tax on Executors' Commissions, as above	234 77		1,053 63
To Executors for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission-metered water Lots 52-54 to 12/31/52	11 10		
Metered water Lot 13 Block 52 to 12/31/52	6 00		17 10
To Executors for Upkeep of Real Estate, viz:			
Raymond Carter - clearing gardens, etc	20 00		
Frank Johnson - painting	30 00		50 00
To Executors for Amounts Reserved for taxes and other contingencies (Orders of 9/11/52 and 6/3/53)	5,000 00		5,000 00
BALANCE FOR DISTRIBUTION		$30,800.11	
Distributed as follows:			
To Florence J. Downs, Widow- one-third		$10,266.70	
Less 1% direct inheritance tax on $96.16 (one-third of $288.48)		.96	10,265 74
To Emily E. Evans, daughter - one-third		$10,266.70	
Less 1% direct inheritance tax on $96.16		$ .96	
Less amount due Marvin I. Anderson (Order of 9/11/52)	250.00	250.96	10,015 74
To Martha K. Jones, daughter - one-third		$10,266.71	
Less 1% direct inheritance tax on $96.16		$ .96	
Less amount due Marvin I. Anderson (Order of 9/11/62)	250.00	250.96	10,015 75
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above	2 88		
To Marvin I. Anderson - balance of fee for services rendered (Order 9/11/52)	500 00		30,800 11
			39,578 08

with Emily E. Evans and George T. Cromwell, Executors of the Estate of Luther C. Downs

Cr.

		Balance reserved by Executors in first accounting for taxes and other contingencies as per Order of 9/11/52	2,000 00	
		Amount allowed in First Account for publishing order nisi thereon	6 00	2,006 00
1952		SALES (Real Estate)		
Oct.	25	Proceeds of Sale of Lot 13 Block 52 (427 Kingswood Road)	4,900 00	
		Interest on deferred payment to 12/31/52	33 74	
Oct.	25	Proceeds of Sale of Lots 52, 53 and 54 Linthicum Heights (204 W. Hilltop Road)	17,000 00	
		Interest on deferred payment to 12/23/52	154 67	
1953				
Jan.	31	Proceeds of Sale of tract of 8.81 acres in Baltimore City and 17.48 acres in Baltimore County	15,000 00	37,088 41
		INCOME (Personal Estate)		
		Rent of 427 Kingswood Road - three months	45 00	
		Glen Burnie Savings & Loan Ass'n - dividend	116 88	
		First National Bank of Baltimore - dividend	25 00	
		Estate of John M. Bevans - payment of claim of Luther C. Downs	107 49	294 37
		REFUNDS		
		Refund 1952 State and County taxes on Lot 13 Block 52 ($44.38 - adjusted to 10/25/52)	8 02	
		Refund 1952 water and sewer benefit charges ($4.40 - adjusted)	2 60	
		Notary fee.	1 00	
		Refund 1952 State and County taxes on Lots 52, 53 and 54 Linthicum Heights (204 W. Hilltop Road)	24 42	
		Refund 1952 water and sewer benefit charges	7 15	
		Refund 1953 Baltimore City taxes ($71.31 - adjusted)	65 37	
		Refund 1953 Baltimore County taxes ($36.52 - adjusted)	33 48	
		Richard Williams, Agent - refund insurance premiums	47 26	189 30

EMILY E. EVANS and GEORGE T. CROMWELL, Executors and Trustees of the Estate of Luther C. Downs et al	:	NO. 10,313 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
FLORENCE J. DOWNS, widow, et al	:	
	:	
	:	

Filed 31 Aug., 1953.

CONSENT TO IMMEDIATE RATIFICATION OF AUDITOR'S ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That Emily E. Evans and George T. Cromwell, Executors of the Estate of Luther C. Downs; Emily E. Evans and Martha K. Jones, individually, and Florence J. Downs are the only parties of interest in the above estate and the Auditor's Account and they do hereby consent to its immediate ratification, the said Florence J. Downs by her solicitor, by separate consent, having consented to the above.

Solicitor for Executors and
Emily E. Evans and Martha K. Jones

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EMILY E. EVANS, and others,
PLAINTIFFS.

vs. NO. 10,313 EQUITY

FLORENCE J. DOWNS, and others
DEFENDANTS

****

CONSENT TO RATIFICATION OF AUDITOR'S ACCOUNT

Florence J. Downs, one of the Defendants in the above entitled case, hereby consents to the immediate ratification of the Second Auditor's Account therein.

Jacob S. New
Jacob S. New

John O. Herrmann
John O. Herrmann
Solicitors for Florence J. Downs, Defendant

Filed 31 Aug., 1933.

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LIBER 80 PAGE 142

ORDER NISI

Emily E. Evans and George T. Cromwell, Executors and Trustees of the Estate of Luther C. Downs, et al

VERSUS

Florence J. Downs, Widow

Lucy Page Jones, Infant,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,313 Equity.

ORDERED, This ____ day of July, 19 53, That the ~~Report~~ Second 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 ____ day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the ____ day of August next.

Filed 1 Sept. 1953.

In the Circuit Court for Anne Arundel County

upon the consents of all parties hereto,

ORDERED BY THE COURT, this 1st day of September ~~instant~~, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby ~~finally~~ ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

11/5

IN THE MATTER OF THE	*	NO. 10,512 EQUITY
SALE OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF	*	FOR
BENJAMIN C. GALLOWAY, JR. AND	*	ANNE ARUNDEL COUNTY
CHARLAINE M. GALLOWAY, HIS WIFE,	*	
	*	

* * * * * * * * * *

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in Mortgage

Filed 30 June, 1952

MORTGAGE FEE—CITY OR COUNTY—Form 1.

BOOK 605 PAGE 4 LIBER 80 PAGE 144

No. 10,512 Equity.

PURCHASE MONEY
THIS MORTGAGE, Made this 22nd day of December,

in the year nineteen hundred and fifty by and between Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife,

Mortgagors of the County of Anne Arundel in the State of Maryland, of the first part, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, , Mortgagees, of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted to the said Mortgagees in the full and just sum of Five Thousand Five Hundred Dollars ($5,500.00), payable twelve years after date with interest thereon at the rate of six per centum (6%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagors shall pay the monthly sum of Fifty Dollars ($50.00) including interest thereon at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and provided further, however, that the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal; and,

WHEREAS, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the repayment of said loan; and,

WHEREAS, the proceeds hereof are a part of the purchase money for the hereinafter described property.

Filed 30 June 1952.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife,

do grant and convey unto Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, as tenants in common, unto the survivor of them, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Second Election District, County aforesaid, and described as follows, to wit:—Beginning for BEGINNING for the same at an iron pipe found on the West side of Chinquapin Round Road where the division line between Lots 11 and 12 intersects said road, as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 2; and running from thence and with part of said division line, North 81° 28' West, 274.44 feet to a pipe; thence running through said Lot 11, North 01° 37' West, 60.95 feet to a pipe; thence parallel to the first line of this description, South 81° 28' East, 278.48 feet to a pipe on the west side of Chinquapin Round Road; thence with the same, South 02° 04' West, 60.38 feet to the place of beginning. Being part of Lot 11 as shown on the above mentioned plat, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1950.

BEING the same property conveyed to the within named Mortgagors from the within named Mortgagees by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

To Have and To Hold the aforesaid parcel s of ground and premises unto and to the proper use and benefit of Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, as tenants in common, unto the survivor of them, their heirs and assigns, forever.

Provided, that if the said Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Five Thousand Five Hundred - - - - - - - - - - - - - - - - - - - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor s hereby also authorize the said Mortgagee s, their personal representatives, or assigns, or Wm. W. Townshend, Jr. duly authorized Attorney or Agent of the said Mortgagee s, his personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee s, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said part ies of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Five Thousand Five Hundred - - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

LIBER 80 PAGE 146

Witness the hands and seals of the said Mortgagors

TEST:

Margaret B. Hendrix
Margaret B. Hendrix

Benjamin C. Galloway Jr. [SEAL]
Benjamin C. Galloway, Jr.

Charlaine M. Galloway [SEAL]
Charlaine M. Galloway

[SEAL]

BOOK 605 PAGE 6

State of Maryland, Anne Arundel County, ss:

I Hereby Certify, that on this 22nd day of December in the year one thousand nine hundred and fifty before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Boyd H. Farinholt and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

WITNESS, my hand and Notarial Seal.

Margaret B. Hendrix
Margaret B. Hendrix, Notary Public

Recorded- 22nd December, 1950, at 2:40 P.M.

LIBER 80 PAGE 147

MORTGAGE

FROM

Benjamin C. Galloway, Jr.

and

Charlaine M. Galloway, his wife,

TO

Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife,

BLOCK NO._____

Received for Record Dec 22, 1950,

at 2-44 o'clock ____ M. Same day recorded

in Liber J.H.H. No. 605 Folio 4 &c.,

_____ Records of

Anne Arundel Co.

and examined per

John W. Hopkins 2d, Clerk.

Cost of Record, $_____

The Daily Record Company, Baltimore, Md.

WILLIAM W. TOWNSHEND, JR., ATTORNEY
SOUTH STREET, ANNAPOLIS, MARYLAND

No. 10,512 Equity.

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE, LOCATED IN CITY OF ANNAPOLIS

By virtue of a power of sale contained in a Mortgage from Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife, to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, dated the 22nd day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 4, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, August 5, 1952,

at 11 o'clock A.M.

Filed 30 June, 1952

ALL that lot or parcel of land situate, lying and being in the Sixth Election District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe found on the West side of Chinquapin Round Road where the division line Lots 11 and 12 intersects said road, as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 2; and running from thence and with part of said division line, North 81° 28' West, 274.44 feet to a pipe; thence running through said Lot 11, North 01° 37' West, 60.95 feet to a pipe: thence parallel to the first line of this description, South 81° 28' East, 278.48 feet to a pipe on the West side of Chinquapin Round Road; thence with the same, South 02° 04' West, 60.38 feet to the place of beginning. Being part of Lot 11 as shown on the above mentioned plat, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1950. BEING the same property conveyed to Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife, from Boyd H. Farinholt, et al, by deed dated December 22, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 1.

The above property is improved by a bungalow type house containing living-room, kitchen and dinette, two bedrooms and bath located on Chinquapin Round Road (off of Farifax Road and near The J. F. Johnson Lumber Company) with central heat, electricity and well. City sewer and water are available, but not installed.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

FOR FURTHER PARTICULARS, APPLY TO:

William W. Townshend, Jr.,
Attorney named in mortgage
Towns-Worth Building
South Street, Annapolis, Md.

GEORGE SCIBLE, AUCTIONEER.

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GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,512 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Dollars ($6000.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 19th day of July, 1952.

Filed 19 July, 1952.

WHEREAS by virtue of a power of sale contained in a mortgage from Benjamin C. Galloway, Jr. and Charlaine M. Galloway, his wife, to Boyd N. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, bearing date on or about the 22nd day of December, 1950, the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION of the above obligation is such, That if the above bounden, William W. Townshend, Jr., does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered
in the presence of:

Lawrence L. Merrill
Lawrence L. Merrill
as to both.

William W. Townshend, Jr. (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV, Attorney-in-fact,

Surety.

Approved this 19 July, 1952
John H. Hopkins, 3rd, Clerk

Legal Notices

WILLIAM W. TOWNSHEND, JR.,
ATTORNEY,
SOUTH STREET,
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE
OF VALUABLE
IMPROVED REAL ESTATE
LOCATED IN CITY OF ANNAPOLIS

By virtue of a power of sale contained in a Mortgage from Benjamin C. Galloway, Jr., and Catherine M. Galloway, his wife, to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, dated the 22nd day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 605, Folio 4, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, AUGUST 5, 1952,
AT 11 O'CLOCK, A. M.

All that lot or parcel of land situate, lying and being in the Sixth Election District, Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe found on the West side of Chinquapin Round Road where the division line Lots 11 and 12 intersects said road, as shown on a Plat of the Subdivision of the McGucklan Property near Annapolis, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 2; and running from thence and with part of said division line, North 81 degrees 28' West, 274.44 feet to a pipe; thence running through said Lot 11, North 01 degrees 37' West, 60.95 feet to a pipe; thence parallel to the first line of this description, South 81 degrees 28' East, 278.48 feet to a pipe on the West side of Chinquapin Round Road; thence with the same, South 02 degrees 04' West, 60.38 feet to the place of beginning. Being part of Lot 11 as shown on the above mentioned plat, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1950. BEING the same property conveyed to Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife, from Boyd H. Farinholt, et al, by deed dated December 22, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 605, Folio 1.

The above property is improved by a bungalow type house containing living-room, kitchen and dinette, two bedrooms and bath located on Chinquapin Round Road (off of Fairfax Road and near The J. F. Johnson Lumber Company) with central heat, electricity and well. City sewer and water are available, but not installed.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale

FOR FURTHER PARTICULARS, APPLY TO:

WILLIAM W. TOWNSHEND, JR.,
Attorney named in mortgage
Towne-Worth Building,
South Street, Annapolis, Maryland.

GEORGE SCIBLE, AUCTIONEER.

Jy-22

Filed 5 Aug, 1952

OFFICE OF
Evening Capital
LIBER 80 PAGE 150

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 4, 1952

We hereby certify, that the annexed

Attorney's Sale

Benjamin C. Galloway Jr

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of ~~July~~ Aug, 1952. The first insertion being made the 1st day of July, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Best

In the Matter of the Mortgaged	:	NO. 10,512 Equity
Real Estate of Benjamin C. Galloway, Jr.	:	In the Circuit Court
and Charlaine M. Galloway, his wife.	:	for Anne Arundel County

Filed 5 Aug., 1952.

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife, to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, dated December 22, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 4	$5,293.39
Interest thereon from December 22, 1950 to July 22, 1952, one year 7 months	64.67
	$5,358.06

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in the Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

Witness my hand and Notarial seal.

CLEMENCE C. BURWELL NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Clemence C. Burwell
Clemence C. Burwell - Notary Public

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WILLIAM W. TOWNSHEND, JR., Attorney
South Street
Annapolis, Maryland

LIBER 80 PAGE 152

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

LOCATED IN CITY OF ANNAPOLIS

By virture of a power of sale contained in a Mortgage from Benjamin C. Galloway, Jr., and Catherine M. Galloway, his wife, to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, dated the 22nd day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 605, Folio 4, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, August 5th, 1952

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

All that lot or parcel of land situate, lying and being in the Sixth Election District, Anne Arundel County, State of Maryland, and more particularly described as follows:

Beginning for the same at an iron pipe found on the West side of Chinquapin Round Road where the division line Lots 11 and 12 intersects said road, as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 2; and running from thence and with part of said division line, North 51 degrees 28' West, 274.44 feet to a pipe; thence running through said Lot 11, North 01 degrees 37' West, 60.95 feet to a pipe; thence parallel to the first line of this description, South 81 degrees 28' East, 278.48 feet to a pipe on the West side of Chinquapin Round Road; thence with the same, South 02 degrees 04' West, 60.38 feet to the place of beginning. Being part of Lot 11 as shown on the above mentioned plat, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1950. Being the same property conveyed to Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife, from Boyd H. Farinholt, et al, by deed dated December 22, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 605, Folio 1.

The above property is improved by a bungalow type house containing livingroom, kitchen and dinette, two bedrooms and bath located on Chinquapin Round Road (off of Fairfax Road and near The J. F. Johnson Lumber Company) with central heat, electricity and well. City sewer and water are available, but not installed.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.
Attorney Named In Mortgage
Towns-Worth Building
South Street, Annapolis, Maryland

LIBER 80 PAGE 153

Annapolis, Maryland
August 5, 1952

This is to certify that I have this 5th day of August in the year 1952, sold the property described by said advertisement in the Sixth Election District of Anne Arundel County and more particularly described as part of Lot 11 as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis to Victoria A. Cloud & Eugene W. Cloud at and for the sum of $5800.00 being then and there the highest bidder for said property.

George Scible, Auctioneer.

Annapolis, Maryland
August 5, 1952

I hereby certify that I have this 5th day of August in the year 1952 purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the Sixth Election District of Anne Arundel County and described as part of Lot 11 as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis at and for the sum of $5800.00 and do hereby agree to comply with the terms of sale.

Victoria A. Cloud
Eugene W. Cloud
Purchaser

Filed 5 Aug., 1952.

In the Matter of the Mortgaged : NO. 10,512 Equity
Real Estate of Benjamin C. Galloway, Jr. : In the Circuit Court
and Charlaine M. Galloway, his wife. : for Anne Arundel County

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife, to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, dated the 22nd day of December, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 4, the said William W. Townshend, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the ~~Maryland Gazette~~ Evening Capital. a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House door in the City of Annapolis, Maryland, on Tuesday, August 5, 1952, at 11:00 o'clock A.M., and then and there sold the said property to Victoria A. Cloud and Eugene W. Cloud at and for the sum of $ 5800.00 — Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot or parcel of land situate, lying and being in the Sixth Election District (formerly Second Election District) Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 5 Aug., 1952.

12

Beginning for the same at an iron pipe found on the West side of Chinquapin Round Road where the division line Lots 11 and 12 intersects said road, as shown on a Plat of the Subdivision of the McGuckian Property near Annapolis, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat 2; and running from thence and with part of said division line, North 81 degrees 28 minutes West, 274.44 feet to a pipe; thence running through said Lot 11, North 01 degrees 37 minutes West, 60.95 feet to a pipe; thence parallel to the first line of this description, South 81 degrees 28 minutes East, 278.48 feet to a pipe on the West side of Chinquapin Round Road; thence with the same, South 02 degrees 04 minutes West, 60.38 feet to the place of beginning. Being part of Lot 11 as shown on the above mentioned plat, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1950. Being the same property conveyed to Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife, from Boyd H. Farinholt, et al, by deed dated December 22, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 1.

And the said attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the purchaser's agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted.

William W. Townshend, Jr., Attorney
named in mortgage.

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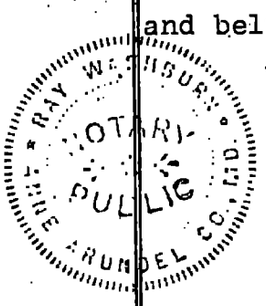
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6 day of August, 1952, before me the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.



Notary Public

'4

ORDER NISI

LIBER 80 PAGE 157

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

~~XXXXXX~~

BENJAMIN C. GALLOWAY, Jr., and CHARLAINE M. GALLOWAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,512 Equity

Filed 5th Aug., 1952.

Ordered, this 5 day of August, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees,~~ ~~XXXXXX~~

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

The report states that the amount of sales to be $ 5,800.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXX~~

BENJAMIN C. GALLOWAY, Jr., and CHARLAINE M. GALLOWAY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Sept., 1952.

ORDERED BY THE COURT, This 9th day of September, 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
Judge

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LIBER 80 PAGE 158 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 10,512 Equity

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

BENJAMIN C. GALLOWAY, Jr., and CHARLAINE M. GALLOWAY, his wife

Ordered, this 5 day of August, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the

8 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 8 day of September next.

The report states that the amount of sales to be $5,800.00.

JOHN H. HOPKINS, 3rd, Clerk,

True Copy,

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

A-28

Filed 4 Sept, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., *September 4th*, 19*52*

We hereby certify, that the annexed

Order Nisi - Sale

Equity No. 10,512

Benjamin C. Galloway Jr.

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 *Sept.*, 19*52*. The first insertion being made the *7th* day of *August*, 19*52*.

THE CAPITAL-GAZETTE PRESS, INC.

By *K. Green*

No. E. C. *330*

16

LIBER 80 PAGE 159

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Benjamin C. Galloway, Jr.,
and
Charlaine M. Galloway, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,512 Equity

To the Honorable, the Judges of said Court:

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

Filed 9 Oct., 1952.

October 8, 1952

All of which is respectfully submitted.

Laura K. Dicklug
Auditor.

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	205	38	305	38
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	25		
Auditor - stating this account	9	00	38	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - handbills	12	10		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal revenue stamps	3	30		
One-half State revenue stamps	3	30		
Clemence C. Burwell - notary fee		50		
Ray Washburn - notary fee		50	132	70
To Attorney for Taxes, viz:				
1951 State and County taxes	31	74		
1952 State and County taxes ($28.98 -adj.)	17	24		
1950 Annapolis City taxes	10	31		
1951 Annapolis City taxes	25	64		
1952 Annapolis City taxes ($24.52-adj.)	2	39	87	32
To Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, mortgagees this balance on account mortgage claim	5,282	27	5,282	27
			5,845	92
Amount of mortgage claim filed	5,358	06		
Interest on $5,293.39 from 7/22/52 to 8/5/52	12	36		
	5,370	42		
Cr. Amount allowed as above	5,282	27		
Balance subject to decree in personam	88	15		

with William W. Townshend, Attorney named in Mortgage Cr.

1952				
August	5	Proceeds of Sale	5,800 00	
		Interest on deferred payment	45 92	5,845 92
				5,845 92

LIBER 80 PAGE 162

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Benjamin C. Galloway, Jr., and Charlaine M. Galloway, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,512 Equity.

Filed 9 Oct., 1952.

ORDERED, This 9 day of October, 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 12 day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 13 Nov., 1952.

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson
Judge.

FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 7th, 1952

We hereby certify, that the annexed

Order Nisi - and Acct.

Equity Number 10,512

Benjamin C. Galloway Jr.

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 12th day of November, 1952 The first insertion being made the 11th day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,512 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of BENJAMIN C. GALLOWAY, JR., And CHARLAINE M. GALLOWAY, His Wife.

Ordered, this 9th day of October, 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 12th day of November, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-28

Filed 12 Nov., 1952.

No. E. C.....
21

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROY SCOTT SULLIVAN and	*	FOR
MARGARET ELLEN SULLIVAN, his wife	*	ANNE ARUNDEL COUNTY
	*	#10,322 Equity

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

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward Gradwell
ASSIGNEE

Filed 18 Sept. 1951

Form No. 1—County Fee

No. 10,322 Equity

PURCHASE MONEY

This Mortgage, made this 3rd day of March, ,

in the year one thousand nine hundred and forty-seven , between

Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Roy Scott Sullivan and Margaret Ellen Sullivan, his wife,

the sum of SIXTY-FIVE HUNDRED ($6500.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4 % per annum, in the manner following:

By the payment of Thirty-nine ($39.00)

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS Numbered 6333 and 6334, as designated and delineated on the Plat entitled, "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 27.

BEING the same property which was conveyed to the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, by William A. Justice, widower, by deed dated February 27,1947, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to the said William A. Justice and Ida L. Justice, his wife, by James L. Skinner and Marguerite E. Skinner, his wife, by deed dated July 28, 1938, and recorded among the Land Records aforesaid

Filed 18 days, 1951.

in Liber F.A.M. No. 187, folio 167; the said Ida L. Justice having since departed this life leaving the said William A. Justice, widower, as survivor.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ...4...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Katharine H. McCutchan
Katharine H. McCutchan

Roy Scott Sullivan (SEAL)
Roy Scott Sullivan

Margaret Ellen Sullivan (SEAL)
Margaret Ellen Sullivan

(SEAL)

(SEAL)

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LIBER 80 PAGE 167

INSPECTED
L. H. H.
F. H. L. B. A.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd day of March, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 5, 1947

PURCHASE MONEY

Mortgage

FROM

Roy Scott Sullivan and Margaret Ellen Sullivan, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record March 4 1947 at 3 o'clock M. Same day recorded in Liber J.H.H. No. 400 folio 146 &c. one of the Land Records of Anne Arundel County and examined per [signature] Clerk.

Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
18 SCHOOL ST.
ANNAPOLIS, MD.

Property:

Received for Record 30 Day of June 1950, at 3 o'clock M. and the Description approved in Liber J.H.H. No. 400 Fol. 149 Land Records of Anne Arundel County.

[signature] Clerk

Execution approved [signature]

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and collection

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 30th day of June, 1950.

Attest: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [signature]
R. Gardiner Chaney, Pres.

Edward G. Chaney, Sec'y

LIBER 80 PAGE 168

Equity #10,322

KNOW ALL MEN BY THESE PRESENTS, THAT we, EDWARD G. CHANEY

as PRINCIPAL, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND AND No/100 DOLLARS ($7,000.00) - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 5th day of February, 1952.

WHEREAS, by virtue of a power of sale contained in a mortgage from ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date on or about the 3rd day of March, 1947, the said Edward G. Chaney, as Assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney 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 Edward G. Chaney 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.

Signed, sealed and delivered in the presence of

Edward G. Chaney (SEAL)
Edward G. Chaney, Principal

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-Fact

Virginia Merritt
Virginia Merritt
as to both

Surety

Approved this 5th Feb., 1952
John H. Hopkins, Clerk

Filed 5 Feb, 1952.

6

Legal N tices

ASSIGNEE'S SALE
— OF VALUABLE —
IMPROVED REAL ESTATE
Situate at Woodland Beach, First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, his wife, dated the 3rd day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400 at folio 146, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

TUESDAY, FEBRUARY 5TH, 1952
At 11 O'clock A. M.

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS Numbered 6333 and 6334, as designated and delineated on the Plat entitled, "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27.

BEING the same property which was conveyed to the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, by William A. Justice, Widower, by deed dated February 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400 at folio 145; and being also the same property which was conveyed to the said William A. Justice and Ida L. Justice his wife, by James L. Skinner, and Marguerite E. Skinner, his wife, by deed dated July 28, 1938, and recorded among the Land Records aforesaid in Liber F. A. M. No. 187, folio 167; the said Ida L. Justice having since departed this life leaving the said William A. Justice, Widower, as survivor.

The said property being improved by a dwelling of five rooms and bath and enclosed porch.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

j-31

Filed 29 Apr, 1952

No 7

FICE OF LIBER 80 PAGE 169

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1952

We hereby certify, that the annexed Assignee's Sale - Roy Scott Sullivan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1952. The first insertion being made the 10th day of January, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

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

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

Real Estate

SITUATE AT WOODLAND BEACH, FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, dated the 3rd day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400 at folio 146, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Tuesday, Feb. 5th, 1952

AT 11 O'CLOCK, A.M.

Filed / May, 1952

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 6333 and 6334, as designated and delineated on the Plat entitled, "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27.

Being the same property which was conveyed to the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, by William A. Justice, widower, by deed dated February 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400, at folio 145; and being also the same property which was conveyed to the said William A. Justice and Ida L. Justice, his wife, by James L. Skinner and Marguerite E. Skinner, his wife, by deed dated July 28, 1938, and recorded among the Land Records aforesaid in Liber F. A. M. No. 187, folio 167; the said Ida L. Justice having since departed this life leaving the said William A. Justice, widower, as survivor.

The said property being improved by a dwelling of five rooms and bath and enclosed porch.

TERMS OF SALE: A deposit of ten per cent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.

~~I~~/We hereby certify that ~~I~~/we purchased the property described on the reverse side of this Hand Bill at and for the price of $ 3,500.00 and ~~I~~/we agree to abide by the terms therein.

Witness ~~my~~/our hand and seal this 5th day of February, 1952.

Witness:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: R. Gardiner Chaney (SEAL)

_____ (SEAL)

Mary P. Smith, asst Sect.

Filed 1 May, 1952

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings and Loan Association at and for the price of $ 3,500.00 ~~he/they~~ it, being then and there the highest bidder therefor, and that the sale was fairly and properly held and conducted.

Witness my hand and seal this 5th day of February, 1952.

Witness:

[signature] (SEAL)
Auctioneer

Joyce T. Bast

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
ROY SCOTT SULLIVAN and	*	FOR
MARGARET ELLEN SULLIVAN, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,322 Equity

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edward G. Chaney, Assignee in the Mortgage in this proceeding respectfully shows:

Filed 1 May, 1952.

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, his wife, dated the 3rd day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400 at folio 146, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, February 5, 1952 at eleven o'clock a.m.; and then and there in the presence of a number of

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persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of **Three Thousand Five Hundred and 00/100 ($3,500.00) Dollars**, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

> All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:
>
> LOTS Numbered 6333 and 6334, as designated and delineated on the Plat entitled, "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 27.

BEING the same property which was conveyed to the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, by William A. Justice, Widower, by deed dated February 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400 at folio 145; and being also the same property which was conveyed to the said William A. Justice and Ida L. Justice, his wife, by James L. Skinner and Marguerite E. Skinner, his wife, by deed dated July 28, 1938, and recorded among the Land Records aforesaid, in Liber F.A.M. No. 187, folio 167; the said Ida L. Justice having since departed this life leaving the said William A. Justice, Widower, as survivor.

The said purchaser has paid the deposit of **Three Hundred Fifty and 00/100 ($350.00) Dollars and agreed to comply**

//

with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Chaney
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Assignee in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

JOYCE T. BAST NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Witness my hand and Seal Notarial.

Joyce T. Bast
JOYCE T. BAST Notary Public

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Order Nisi

LIBER 80 PAGE 175

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
ROY SCOTT SULLIVAN and
MARGARET ELLEN SULLIVAN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,322 Equity

Filed 1 May, 1952.

Ordered, this 1 day of May, 1952. That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, ~~Trustee~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of June next.

The report states that the amount of sales to be $ 3,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: _____ Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
ROY SCOTT SULLIVAN and
MARGARET ELLEN SULLIVAN, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
_____ Term. 19

Filed 14 July, 1952.

ORDERED BY THE COURT, This 14th day of July, 1952, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is finally hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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ASSIGNEE'S SALE
— OF VALUABLE —
IMPROVED REAL ESTATE
Situate at Woodland Bea[illegible]irst Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, his wife, dated the 3rd day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400 at folio 140, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

TUESDAY, FEBRUARY 5TH, 1952
At 11 O'clock A. M.,

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS Numbered 633 and 634, as designated and delineated on the Plat entitled, "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Liber F. S. R. No. 3, folio 27.

BEING the same property which was conveyed to the said Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, by William A. Justice, Widower, by deed dated February 27, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 400 at folio 145; and being also the same property which was conveyed to the said William A. Justice and Ida L. Justice his wife, by James L. Skinner and Marguerite E. Skinner, his wife, by deed dated July 28, 1938, and recorded among the Land Records aforesaid in Liber F. A. M. No. 187, folio 107; the said Ida L. Justice having since departed this life leaving the said William A. Justice, Widower, as survivor.

The said property being improved by a dwelling of five rooms and bath and enclosed porch.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

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Filed 14 July, 1952

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LIBER 80 PAGE 176 FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1952

We hereby certify, that the annexed Assignee's Sale

Roy Scott Sullivan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1952. The first insertion being made the 16th day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L Carlson

LIBER 80 PAGE 177

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 29, 1952

We hereby certify, that the annexed Order Nisi Sale Equity 10,322 Ray Scott Sullivan

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 9th day of June, 1952 The first insertion being made the 8th day of May, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie F. Carlson

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,322 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, his wife.

Ordered, this 1st day of May, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June next.

The report states that the amount of sales to be $3,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-29

Filed 14 July, 1952

No. MG.....

15

IN THE MATTER OF	*	
	*	
THE MORTGAGED REAL ESTATE OF		IN THE
	*	
ROY SCOTT SULLIVAN and	*	CIRCUIT COURT
MARGARET ELLEN SULLIVAN, his wife	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	
	*	# 10,322 Equity
	*	

* *

CORRECTED STATEMENT OF MORTGAGE DEBT

Corrected statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Roy Scott Sullivan and Margaret Ellen Sullivan, his wife, dated the 3rd day of March, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400 at folio 146, said Mortgage being in default.

Principal Balance.	$6,098.40
1949 State & County Realty Taxes.	31.09
1950 State & County Realty Taxes.	78.48
1951 State & County Realty Taxes.	73.36
Interest to February 5, 1952.	613.44
Insurance.	86.40
	$ 6,981.17

Filed 21 July, 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of July, 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

CLERK'S OFFICE CIRCUIT COURT ANNE ARUNDEL CO., MD.

Joyce T. Best
Notary Public

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LIBER 80 PAGE 179

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Roy Scott Sullivan
and
Margaret Ellen Sullivan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,322 Equity

To the Honorable, the Judges of said Court:

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

Filed 21 July, 1952.

July 21, 1952

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Roy Scott Sullivan in ac.
and Margaret Ellen Sullivan, his wife

To Assignee for Commissions, viz:	135	00		
To Assignee for Fee, viz:	35	00	170	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account and extra copy	13	50	42	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - handbills	10	05		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	20	00		
Clerk of Court - recording assignment		75		
One-half Fedreal revenue stamps	1	92		
One-half State revenue stamps	1	93		
Joyce T. Bast - notary fees	1	00	118	89
To Assignee for Taxes, viz:				
1952 State and County taxes ($69.49-adj.)	6	84	6	84
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Mortgagee - this balance on account mortgage claim	3,162	02	3,162	02
			3,500	00
Amount of mortgage claim filed	6,981	17		
Cr. Amount allowed as above	3,162	02		
Balance subject to decree in personam	3,819	15		

with Edward G. Chaney, Assignee Cr.

1952				
Feb.	5	Proceeds of Sale	3,500 00	3,500 00
				3,500 00

Filed 18 Sept., 1952. Filed 21 July, 1952

LIBER 80 PAGE 182

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXX~~ Roy Scott Sullivan and Margaret Ellen Sullivan, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,322 Equity.

ORDERED, This 21 day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August next.

John H. Hopkins, 3rd., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge

Filed 18 Sept., 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,322 Equity

In The Matter Of The Mortgaged Real Estate Of ROY SCOTT SULLIVAN and MARGARET ELLEN SULLIVAN, His Wife.

Ordered, this 21st day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless, cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-7

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 16, 1952

We hereby certify, that the annexed Order Nisi - And Acct Equity 10322 Roy Scott Sullivan

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1952 The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

MG-55-81

LIBER 80 PAGE 183

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LORENZA BOWEN and	*	FOR
NANCY LEE BOWEN, his wife	*	ANNE ARUNDEL COUNTY
	*	# 10,396 Equity

* *

MR. CLERK:

Please docket this case and file the attached certified copy of mortgage and the assignment.

Edward G. Laney
ASSIGNEE

Filed 10 Jan., 1952.

LIBER 80 PAGE 184

Form No. 1—County Fee

No. 10,396 Equity.

Purchase Money

This Mortgage, made this 21st day of June ,

in the year one thousand nine hundred and forty-seven , between

Lorenza Bowen and Nancy Lee Bowen, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Lorenza Bowen and Nancy Lee Bowen, his wife,

the sum of Four Thousand ($4,000.00)---------- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4.....% per annum, in the manner following:

By the payment of Twenty-five ($25.00)

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Lorenza Bowen and Nancy Lee Bowen, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED 13, 14,15, 16, together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or 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 No. 1" and filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6, formerly recorded in Plat Book F.S.R. 3, folio 20.

Filed 10 Jan., 1948

BEING the same property conveyed to the said Mortgagors by Melvin H. Coulter, Sr., and Bessie V. Coulter, his wife, by deed of even date filed immediately prior hereto and being also the same property conveyed to the said Melvin H. Coulter, Sr., by Melvin H. Coulter, Jr. and Betty D. Coulter, his wife, by deed dated December 12, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No._____, folio_____.

~~This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland and any supplement, amendment, or addition thereto.~~

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) Lorenza Bowen and Nancy Lee Bowen, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ....4....% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by ~~E~~Benjamin Michaelson ~~Kaufman~~, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

/s/Katharine H. McCutchan
Katharine H. McCutchan

/s/ Lorenza Bowen (SEAL)
Lorenza Bowen

/s/ Nancy Lee Bowen (SEAL)
Nancy Lee Bowen

(SEAL)

(SEAL)

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State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 21st day of June

in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

Lorenza Bowen and Nancy Lee Bowen, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL) /s/ Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 2, 1949

Recorded 23rd.June - 1947 at 3:00 P.M.

For Value Received, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and collection.

As witness its corporate seal and the signature of R. Gardiner Chaney, its President, this 20th day of June, 1950.

Attest:

(CORPORATE SEAL)

/s/ Edward G. Chaney
Edward G. Chaney, Sec'y

Enterprise Federal Savings and Loan Association

By: /s/ R. Gardiner Chaney
R. Gardiner Chaney, Pres.

Recorded 30th June - 1950 at 11:30 A.M.

Mortgage

FROM Lorenza Bowen and Nancy Lee Bowen, his wife

TO ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record ..... o'clock ..... M.

19 ..... at

Same day recorded in Liber ..... &c. one of the Land Records of Anne Arundel County No. ..... folio ..... and examined per ..... Clerk.

Cost of Record $

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

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. 414 Folio 590 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 8th day of January A.D., 1952.

John H. Hopkins, 3d.
John H. Hopkins, 3d., Clerk

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IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LORENZA BOWEN	*	FOR
WOODLAND BEACH, MARYLAND	*	ANNE ARUNDEL COUNTY
	*	# 10,396 Equity

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Lorenza Bowen and Nancy Lee Bowen, his wife, dated the 21st day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414 at folio 590, said Mortgage being in default.

Balance due upon principal. . . . . .$ 2,089.53

To interest from 8/51 thru Nov. 1951 64.20

Filed 10 Jan., 1952

R. Gardiner Chaney, Pres.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of January 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO.

Edward G. Chaney
Notary Public

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LIBER 80 PAGE 189

Equity #10,396

KNOW ALL MEN BY THESE PRESENT, That we, Edward G. Chaney,

as PRINCIPAL, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) - - - - - - - - - - - - - - - - - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 5th day of February , 1952.

WHEREAS, by virtue of a power of sale contained in a mortgage from LORENZA BOWEN and NANCY LEE BOWEN, his wife,

to Enterprise Federal Savings and Loan Association of Annapolis, Md., Inc., bearing date on or about the 21st day of June, 1947, , the said Edward G. Chaney, as Assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney 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 Edward G. Chaney

does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Virginia Merritt
Virginia Merritt
as to both

Edward G. Chaney (SEAL)
Edward G. Chaney, Principal

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-Fact

approved this 5 Feb, 1952 Surety
John H. Hopkins, 3rd, Clerk.

Filed 5 Feb, 1952.

Legal Notices

ASSIGNEE'S
— OF VALUABLE —
IMPROVED REAL ESTATE

Situate at Woodland Beach, First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortage from LORENZA BOWEN and NANCY LEE BOWEN, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 21st day of June, 1947, and recorded amon gthe Land Records of Anne Arundel County in Liber J. H. H. No. 414 at folio 500, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

TUESDAY, FEBRUARY 5TH,
AT 11 O'Clock A. M.

All those lots, pieces or parcels of ground, situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED 13, 14, 15, 16 together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or 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 No. 1," and filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Roll Y, Plat 6, formerly recorded in Plat Book F. S. R. 3, folio 20.

BEING the same property conveyed to the said Lorenza Bowen and Nancy Lee Bowen, his wife, by Melvin H. Coulter, Sr., and Bessie V. Coulter, his wife, by deed dated the 21st day of June 1947 and recorded among the Land Recors of Anne Arundel County in Liber J. H. H. No. 414 at folio and being also the same property conveyed to Melvin H. Coulter Sr., by Melvin H. Coulter, Jr. and Betty D. Coulter, his wife, by deed dated December 12, 1946, and recorded among the Land Records of Anne Arunel County in Liber J. H. H. 395 at folio 26.

The said property being improved by a dwelling of four rooms and bath.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser of purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

1-31

Filed 1 May, 1952

LIBER 80 PAGE 190 FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1952

We hereby certify, that the annexed Assignee's Sale — Lorenza Bowen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1952. The first insertion being made the 10th day of January, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Britt H. Carson

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

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

Real Estate

SITUATE AT WOODLAND BEACH, FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Lorenza Bowen and Nancy Lee Bowen, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 21st day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 414 at folio 590, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Tuesday, Feb. 5th, 1952

AT 11 O'CLOCK, A.M.

Filed May 1, 1952

All those lots, pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 13, 14, 15, 16 together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or 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 No. 1," and filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6, formerly recorded in Plat Book F. S. R. 3, folio 20.

Being the same property conveyed to the said Lorenza Bowen and Nancy Lee Bowen, his wife, by Melvin H. Coulter, Sr., and Bessie V. Coulter, his wife, by deed dated the 21st day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 414 at folio 590 and being also the same property conveyed to Melvin H. Coulter, Sr., by Melvin H. Coulter, Jr., and Betty D. Coulter, his wife, by deed dated December 12, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 395 at folio 26.

The said property being improved by a dwelling of four rooms and bath.

TERMS OF SALE: A deposit of ten per cent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.

~~I~~/We hereby certify that ~~I~~/we purchased the property described on the reverse side of this Hand Bill at and for the price of $ 2,000.00 and I/we agree to abide by the terms therein.

Witness ~~my~~/our hand and seal this 5th day of February, 1952.

Witness:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: R. Gardiner Chaney (SEAL)

_____ (SEAL)

Mary P. Smith, asst Sect.

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings and Loan Association at and for the price of $ 2,000.00 ~~he~~/~~they~~ it, being then and there the highest bidder therefor, and that the sale was fairly and properly held and conducted.

Witness my hand and seal this 5th day of February, 1952.

Witness:

Geo. M. Gibb (SEAL)
Auctioneer

Joyce T. Bast

Filed 1 May, 1952

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
LORENZA BOWEN and	*	FOR
NANCY LEE BOWEN, his wife	*	ANNE ARUNDEL COUNTY
WOODLAND BEACH, MARYLAND	*	No. 10,396 Equity
	*	

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

REPORT OF SALE

Filed 1 May, 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edward G. Chaney, Assignee in the Mortgage in this proceeding respectfully shows:

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from LORENZA BOWEN and NANCY LEE BOWEN, his wife, dated the 21st day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414 at folio 590, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, **February 5,** 1952 at eleven

o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of Two Thousand and 00/100 ($2,000.00) Dollars, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

> All those lots, pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:
>
> LOTS NUMBERED 13, 14, 15, 16 together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or 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 No. 1." and filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6, formerly recorded in Plat Book F.S.R. 3, folio 20.

BEING the same property conveyed to the said Lorenza Bowen and Nancy Lee Bowen, his wife, by Melvin H. Coulter, Sr., and Bessie V. Coulter, his wife, by deed dated the 21st day of June, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414 at folio and being also the same property conveyed to Melvin H. Coulter Sr., by Melvin H. Coulter, Jr. and Betty D. Coulter, his wife, by deed dated December 12, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 395 at folio 26.

The said purchaser has paid a deposit of Two Hundred and 00/100 ($200.00) Dollars and agreed to comply

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with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Chaney
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Assignee in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

JOYCE T. BAST NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Joyce T. Bast
JOYCE T. BAST Notary Public

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ORDER NISI

LIBER 80 PAGE 196

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

LORENZA BOWEN and
NANCY LEE BOWEN, his wife

No. 10,396 Equity

Ordered, this 1 day of May, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of June next.

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 1 May, 1952.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

LORENZA BOWEN and
NANCY LEE BOWEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of July, 19 52, that the sale made and reported by the assignee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 14 July, 1952.

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Legal Notices

ASSIGNEE'S S
— OF VALUABL —
IMPROVED REAL ESTATE
Situate at Woodland Beach, First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortage from LORENZA BOWEN and NANCY LEE BOWEN, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 21st day of June, 1947, and recorded amon gthe Land Records of Anne Arundel County in Liber J. H. H. No. 414 at folio 590, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

TUESDAY, FEBRUARY 5TH,
AT 11 O'Clock A. M.

All those lots, pieces or parcels of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED 13, 14, 15, 16 together with the right, title and interest of the Mortgngors, if any, in and to that portion of the road or roads, street or 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 No. 1," and filed among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod Y, Plat 6, formerly recorded in Plat Book F. S. R. 3, folio 20.

BEING the same property conveyed to the said Lorenzo Bowen and Nancy Lee Bowen, his wife, by Melvin H. Coulter, Sr., and Bessie V. Coulter, his wife, by deed dated the 21st day of June 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 414 at folio and being also the same property conveyed to Melvin H. Coulter Sr., by Melvin H. Coulter, Jr. and Betty D. Coulter, his wife, by deed dated December 12, 1940, and recorded among the Land Records of Anne Arunel County in Liber J. H. H. 395 at folio 26.

The said property being improved by a dwelling of four rooms and bath.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser of purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

1-31

Filed 14 July, 1952

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LIBER 80 PAGE 197

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 27, 1952

We hereby certify, that the annexed Assignee's Sale:

Lorenzo Bowen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of February, 1952. The first insertion being made the 10th day of January, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

LIBER 80 PAGE 198

Filed 14 July, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,396 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LORENZA BOWEN and NANCY LEE BOWEN, his wife.

Ordered, this 1st day of May, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of June 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.

m-20

No. MG.....
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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., May 29, 1952

We hereby certify, that the annexed Order Nisi

Sale Equity 10396

Lorenza Bowen

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 9th day of June, 1952. The first insertion being made the 8th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty L. Carlson

IN THE MATTER OF	*	
	*	
THE MORTGAGED REAL ESTATE OF		IN THE
	*	
LORENZA BOWEN and	*	CIRCUIT COURT
NANCY LEE BOWEN, his wife	*	FOR
	*	
WOODLAND BEACH, MARYLAND		ANNE ARUNDEL COUNTY
	*	
	*	# 10,396 Equity
	*	

* *

CORRECTED STATEMENT OF MORTGAGE DEBT

Corrected statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Lorenza Bowen and Nancy Lee Bowan, his wife, dated the 21st day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414 at folio 590, said Mortgage being in default.

Filed 21 July, 1952.

Principal Balance.	$3,754.10
1951 State and County Realty Taxes	26.58
Insurance.	87.30
Interest to February 5, 1952	208.18
	$ 4,076.16

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of July, 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

Joyce T. Bast
Notary Public

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LIBER 80 PAGE 200

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Vs~~
Lorenza Bowen
and
Nancy Lee Bowen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,396 Equity

To the Honorable, the Judges of said Court:

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

Filed 21 July, 1952

July 21, 1952

All of which is respectfully submitted.

Laura R. Jicklinz
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Lorenza Bowen and Nancy Lee Bowen, his wife in ac.

To Assignee for Commissions, viz:	93	00		
To Assignee for Fee, viz:	35	00	128	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account and extra copy	13	50	42	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - handbills	10	05		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	15	00		
Clerk of Court - recording assignment		75		
One-half Federal revenue stamps	1	10		
One-half State revenue stamps	1	10		
notary fees	1	00	108	00
To Assignee for Taxes, viz:				
1952 State and County taxes ($25.47-adj.)	2	52	2	52
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	1,719	23	1,719	23
			2,000	00
Amount of Corrected Mortgage Claim filed	4,076	16		
Cr. Amount allowed as above	1,719	23		
Balance subject to decree in personam	2,356	93		

with Edward G. Chaney, Assignee Cr.

1952				
Feb.	5	Proceeds of Sale	2,000 00	2,000 00
				2,000 00

Filed 18 Sept, 1952. Filed 21 July, 1952.

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXX~~
Lorenza Bowen
and
Nancy Lee Bowen, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,396 Equity.

ORDERED, This 21 day of July, 19 52., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 19 52, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

LIBER 80 PAGE 204 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 16, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity 10396

Lorenza Bowen

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of August, 1952 The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,396 Equity

In The Matter Of The Mortgaged Real Estate of LORENZA BOWEN And NANCY LEE BOWEN, His Wife.

Ordered, this 21st day of July, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-6

Filed 18 Sept., 1952.

MG-5580

ZZ

LIBER 80 PAGE 205

IN THE MATTER OF	*	IN THE
THE MORTGAGE REAL ESTATE OF	*	CIRCUIT COURT
GEORGE & BETTY SANTERRE	*	FOR
WOODLAND BEACH, MARYLAND	*	ANNE ARUNDEL COUNTY
	*	# 10,466 Equity

* *

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward G. Laney
Assignee

Filed 29 Apr., 1952.

LIBER 80 PAGE 206

LIBER 413 PAGE 136

No. 10,466 Equity.

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 24 day of June ,

in the year one thousand nine hundred and forty-seven , between

George Santerre and Betty W. Santerre, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to George Santerre and Betty W. Santerre, his wife,

the sum of FORTY-TWO HUNDRED AND FIFTY ($4250.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4 % per annum, in the manner following:

By the payment of Twenty-five ($25.00)

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots , piece s , or parcel s of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, ~~and described as follows:~~ and being Lots Numbered 4616,4617 and 4618, as designated and delineated on a Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland, and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 8, formerly recorded in Plat Book F.S.R. No. 3, folio 22.

BEING the same property which was conveyed to the said George Santerre and Betty W. Santerre, his wife, by Charles Marcellino and Leona E. Marcellino, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Charles Marcellino and Leona E. Marcellino, his wife, by Rixey R.

Filed 29 Apr., 1953.

Tulloss and Ora F. Tulloss, his wife, by deed dated July 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 469.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

If, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) George Santerre and Betty W. Santerre, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

I. To repay the indebtedness, together with interest, as herein provided.

II. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Katharine H. McCutchan
Katharine H. McCutchan

George Santerre (SEAL)
George Santerre

Betty W. Santerre (SEAL)
Betty W. Santerre

(SEAL)

(SEAL)

INSPECTED
L. H. H.
F. H. L. B. A.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of June, in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George Santerre and Betty W. Santerre, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 2, 1949

Recorded - 13th June, 1947, at 10:45 A.M.

PURCHASE MONEY

Mortgage

FROM

George Santerre and Betty W. Santerre, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record June 13 1947 at 10 41 o'clock A M.

Same day recorded in Liber J.H.H. No. 413 folio 136 &c. one of the Land Records of Anne Arundel County and examined per [signature] Clerk.

Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
15 SCHOOL ST.
ANNAPOLIS, MD.

Property:

Received for Record 31 Day of June 1947 at 11:30 o'clock A.M. and the same day recorded in Liber J.H.H. No. 413 Fol. 139, Land Records of Anne Arundel County.

Execution approved [signature] Clerk

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 30th day of June, 1950.

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [signature]
R. Gardiner Chaney, Pres.

[signature]
Edward G. Chaney, Sec'y

LIBER 80 PAGE 210

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
GEORGE & BETTY SANTERRE	*	FOR
WOODLAND BEACH, MARYLAND	*	ANNE ARUNDEL COUNTY
	*	#10,466 Equity

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from George Santerre and Betty W. Santerre, his wife, dated the 12th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 413 at folio 136, said Mortgage being in default.

Balance due upon principal.	$ 4,198.94
Interest from July 1, 1949 to May 22, 1952 .	492.09
	$ 4,691.03

Filed 22 May 1952

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

I HEREBY CERTIFY that on this 29th day of April, 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Joyce T. Bast
Joyce T. Bast Notary Public

MY COMMISSION EXPIRES
MAY 4, 1953

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LIBER 80 PAGE 211

No. 10,466 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD G. CHANEY, as Principal, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND DOLLARS ($5000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of May, 1952;

Filed 22 May, 1952.

WHEREAS by virtue of a power of sale contained in a mortgage from George Santerre and Betty Santerre, his wife, to Enterprise Federal S.&L. Ass'n, bearing date on or about the 12th day of June, 1947, , the said Edward G. Chaney 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 Edward G. Chaney 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 Edward G. Chaney does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered May 22, 1952.
in the presence of

Edward G. Chaney, (SEAL)
Principal

Virginia Merritt
Virginia Merritt

Virginia Merritt
Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact,
Surety

Approved this 22 May, 1952
John H. Hopkins, Jud, Clerk

ASSIGNEE'S SALE
— OF VALUABLE —
IMPROVED REAL ESTATE
situate at Woodla[illegible]each, First Election District of A[illegible]e Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from GEORGE SANTERRE and BETTY W. SANTERRE, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 12th day of June, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 413 at folio 130, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

THURSDAY, MAY 22, 1952
AT 11 O'CLOCK, A. M.

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland and being Lots Numbered 4016, 4017 and 4018, as designated and delineated on a Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 8, formerly recorded in Plat Book F. S. R. No. 3, folio 22,

BEING the same property which was conveyed to the said George Santerre and Betty W. Santerre, his wife, by Charles Marcellino and Leona E. Marcellino, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Charles Marcellino and Leona E. Marcellino, his wife, by Rixey R. Tulloss and Ora F. Tulloss, his wife, by deed dated July 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 310, folio 469.

The said property being improved by a dwelling of four rooms and bath and a shop outbuilding.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building,
Annapolis, Maryland.

GEORGE W SCIBLE Auctioneer.

m-21

Filed 3 June, 1952.

OFFICE OF
Evening Capital

LIBER 80 PAGE 212

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1952

We hereby certify, that the annexed Assignee's Sale of George Santerre

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 22nd day of May, 1952. The first insertion being made the 7th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betty L. Carlson

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

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Real Estate

SITUATE AT WOODLAND BEACH, FIRST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from George Santerre and Betty W. Santerre, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 12th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 413, at Folio 136, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Thursday, May 22, 1952

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

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and being Lots Numbered 4616, 4617 and 4618, as designated and delineated on a Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 8, formerly recorded in Plat Book F. S. R. No. 3, Folio 22.

BEING the same property which was conveyed to the said George Santerre and Betty W. Santerre, his wife, by Charles Marcellino and Leona E. Marcellino, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Charles Marcellino and Leona E. Marcellino, his wife, by Rixey R. Tulloss and Ora F. Tulloss, his wife, by deed dated July 19, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 310, Folio 469.

The said property being improved by a dwelling of four rooms and bath and a shop outbuilding.

TERMS OF SALE: A deposit of ten per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY, Assignee,
Towns-Worth Building,
Annapolis, Maryland.

Filed 3 June, 1952.

I/We hereby certify that I/we purchased the property described on the reverse side of this Hand Bill at and for the price of $ 3,900.00 and I/we agree to abide by the terms therein.

Witness my/our hand and seal this 22nd day of May, 1952.

Witness:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: R. Gardiner Tahaney (SEAL)
PRESIDENT

(SEAL)

ENTERPRISE FEDERAL SAVINGS AND LOAN ASS'N. OF ANNAPOLIS INCORPORATED 1925

Thomas L. Smith
ASST. SECRETARY

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD. at and for the price of $ 3,900.00 he/they, being then and there the highest bidder therefor, and that the sale was fairly and properly held and conducted.

Witness my hand and seal this 22nd day of May, 1952.

Witness:

(SEAL)
Auctioneer

Joyce T. Frost

Filed 3 June, 1952.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
GEORGE SANTERRE and	*	FOR
BETTY SANTERRE, his wife,	*	ANNE ARUNDEL COUNTY
WOODLAND BEACH, MARYLAND	*	No. 10,466 Equity
	*	

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

REPORT OF SALE

Filed 3 June, 1952

TO THE HONORABLE, THE JUDGED OF SAID COURT:

The report of Edward G. Chaney, Assignee in the Mortgage in this proceeding respectfully shows:

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from GEORGE SANTERRE and BETTY SANTERRE, his wife, dated the 12th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 413 at folio 136, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Thursday, May 22, 1952 at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at

//

public sale to the ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of Three Thousand Nine Hundred ($3,900.00) Dollars, ----------it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

> All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and being Lots Numbered 4616, 4617 and 4618, as designated and delineated on a Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 8, formerly recorded in Plat Book F.S.R. No. 3, folio 22.

BEING the same property which was conveyed to the said George Santerre and Betty W. Santerre, his wife, by Charles Marcellino and Leona E. Marcellino, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Charles Marcellino and Leona E. Marcellino, his wife, by Rixey R. Tulloss and Ora F. Tulloss, his wife, by deed dated July 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 310, folio 469.

The said purchaser has paid a deposit of Three Hundred Ninety & 00/100 ($390.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

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All of which is respectfully submitted.

Edward G. Chaney
ASSIGNEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Assignee in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Joyce T. Bast
Joyce T. Bast Notary Public

MY COMMISSION EXPIRES
MAY 4, 1953

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ORDER NISI

LIBER 80 PAGE 218

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

GEORGE SANTERRE and
BETTY SANTERRE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,466 Equity

Filed 3 June, 1952.

Ordered, this 3 day of June, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 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 7 day of July next.

The report states that the amount of sales to be $3,900.00.

John H. Hopkins, 2nd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

GEORGE SANTERRE and
BETTY SANTERRE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 15 July, 1952.

ORDERED BY THE COURT, This 15th day of July, 1952 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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Legal Notices —

ASSIGNEE'S SALE
— OF VALUABLE —
IMPROVED REAL ESTATE
Situate at Woodland Beach, First Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in the mortgage from GEORGE SANTERRE and BETTY W. SANTERRE, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 12th day of June, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 413 at folio 130, the undersigned, as Assignee of the mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

THURSDAY, MAY 22, 1952
AT 11 O'CLOCK, A. M.

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland and being Lots Numbered 4016, 4017 and 4018, as designated and delineated on a Plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat No. 8, formerly recorded in Plat Book F. S. R. No. 8, folio 22.

BEING the same property which was conveyed to the said George Santerre and Betty W. Santerre, his wife, by Charles Marcellino and Leona E. Marcellino, his wife, by deed of even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Charles Marcellino and Leona E. Marcellino, his wife, by Rixey R. Tulloss and Ora F. Tulloss, his wife, by deed dated July 19, 1944 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 310, folio 409.

The said property being improved by a dwelling of four rooms and bath and a shop outbuilding.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY
Assignee
Townsworth Building,
Annapolis, Maryland.

GEORGE W SCIBLE Auctioneer.

m-21

Filed 14 July, 1952

OFFICE OF LIBER 80 PAGE 219

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Corrected

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1952

We hereby certify, that the annexed Assignee's Sale - George Santerre

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of May, 1952. The first insertion being made the 30th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

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OFFICE OF

LIBER 80 PAGE 220

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,466 George Santerre

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 7th day of July, 1952. The first insertion being made the 5th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,466 Equity
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF
GEORGE SANTERRE and
BETTY SANTERRE, his wife

Ordered, this 3 day of June, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof he shown on or before the

7 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 7 day of July next.

The report states that the amount of sales to be $3,000.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

Ju-26

Filed 14 July, 1952.

No. E. C. 3875.

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LIBER 80 PAGE 221

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Mrs~~
George Santerre
and
Betty W. Santerre, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,466 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 23 July, 1952.

July 23, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of George Santerre and Betty W. Santerre, his wife — in ac.

To Assignee for Commissions, viz:	147	00		
To Assignee for Fee, viz:	35	00	182	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account and extra copy	13	50		
			42	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - handbills	9	79		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	15	00		
Clerk of Court - recording assignment		75		
One-half Federal revenue stamps	2	20		
One-half State revenue stamps	2	20		
Joyce T. Bast - notary fees	1	00	104	94
To Assignee for Taxes, viz:				
1952 State and County taxes ($23.30-adj.)	9	02	9	02
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	3,561	79	3,561	79
			3,900	00
Amount of mortgage claim filed	4,691	03		
Cr. Amount allowed as above	3,561	79		
Balance subject to decree in personam	1,129	24		

with Edward G. Chaney, Assignee Cr.

1952				
May	22	Proceeds of Sale	3,900 00	3,900 00
				3,900 00

LIBER 80 PAGE 224

Filed 18 Sept., 1952. Filed 23 July, 1952.

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~xxxxxx~~ George Santerre and Betty W. Santerre, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,466 Equity.

ORDERED, This 23 day of July, 1952., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of September, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29th, 1952

We hereby certify, that the annexed

Order Nisi
Equity No. 10,466
George Santerre

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 26 day of August, 1952 The first insertion being made the 25 day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,466 Equity

In The Matter Of The Mortgaged Real Estate Of GEORGE SANTERRE And BETTY W. SANTERRE, His Wife.

Ordered, this 23rd day of July, 1952, That the Report and Account of the Auditor, filed this day on the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 18 Sept., 1952.

No. E. C. 5589

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LIBER 80 PAGE 225

IN THE MATTER OF	:	NO. 10,412 EQUITY
FREDERICK A. MATZEN,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

PETITION AND ORDER FOR WRIT DE LUNATICO INQUIRENDO.

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

The petition of Gertrude M. Matzen of Anne Arundel County, State of Maryland, respectfully represents:

First: That your petitioner is the wife of Frederick A. Matzen, a resident of Anne Arundel County, wherein he has resided in the Second Election District for many years.

Second: That the said Frederick A. Matzen is now a patient at the Spring Grove State Hospital, in this State, where he has been since July 21, 1942, - - - - - , it being necessary to place him there for treatment and care.

Third: That the said Frederick A. Matzen is of unsound mind and a lunatic without lucid intervals, and is not capable of the government of himself or the management of his estate, is well advanced in years, and needs constant care and attention.

Fourth: That the said Frederick A. Matzen owns valuable property, both real and personal, and it is necessary that a Committee of his person and Trustee of his estate be legally authorized to take charge of his person and manage his estate.

Fifth: That the condition of the said Frederick A. Matzen is such that it would be seriously detrimental that he leave said hospital for any purpose, and your petitioner files herewith a certificate of Arnold H. Eichert, M.D. Superintendent of said hospital to that effect marked Exhibit "G.M.M.No. 1" with petition.

Filed 1 Feb, 1943

Your Petitioner therefore, prays your Honors to grant unto her the writ of subpoena, directed to the said Frederick A. Matzen, now at Spring Grove State Hospital, Baltimore County, Maryland, commanding him to be and appear in this Court at some certain day to be named therein and answer the premises and show cause why the prayer of this petitioner should not be granted, and that the sanity of the alleged Non Compos mentis be determined by the Court and Jury.

And as in duty bound, etc.,

Marvin P. Anderson
Solicitor for Plaintiff

Gertrude M. Matzen
Gertrude M. Matzen

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 21" day of January in the year Nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Gertrude M. Matzen and she made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial,

Myrtle C. Owen
Notary Public

NOTARY PUBLIC

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LIBER 80 PAGE 227

In the Matter of Frederick A. Matzen, Incompetent	:	No. 10,412 Equity
	:	In the Circuit Court for
	:	Anne Arundel County

Certificate of Medical Examiner- marked "Exhibit G.M.M.No. 1"

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I hereby certify that on this 1st day of February ~~January~~ in the year Nineteen hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arnold H. Eichert, M.D. who made oath in due form of law that he is and has been for the past 12 years an ~~attending~~ neuropsychiatrist ~~at the Spring Grove State Hospital, Catonsville, Maryland~~ in the State of Maryland; that Frederick A. Matzen was admitted as a patient in the Spring Grove State Hospital on the 21st day of July 1942; and has been ever since and is now a patient therein; that in the course of his duties, he has attended the said Frederick A. Matzen from time to time, and particularly within the past ten days prior to the execution of this affidavit; that from the opportunity afforded him of observing the said Frederick A. Matzen he is convinced that he is now and has been for sometime past suffering from a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed or contract; that the cause of such mental disability is unknown.

That the nature of such mental disability is Schizophrenia

That the extent and probable duration of the incompetency for management of his personal and business affairs probably for the remainder of his natural life. He is further of the opinion that it would be seriously detrimental to the said Frederick A. Matzen both physicially and mentally, to require him to appear before a Court as a witness or to be present at a hearing before a Court concerning his mental condition and capacity to manage his estate.

Arnold H. Eichert, M.D.
Arnold H. Eichert, M.D. Affiant

Sworn to before me this 1st day of ~~January~~ February, 1952.

B. Compton Graham
Notary Public B. Compton Graham

My commission expires May 4th, 1952

Exhibit "G.M.M.No.1"

Filed 7 Feb. 1952.

Petitioner's Exh. 3

Filed 8 Feb., 1952.

ORDER OF COURT

Ordered this 8th day of ~~January~~ February in the year 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, upon the aforegoing petition, that the Writ De Lunatico Inquirendo be issued as prayed, and that the the said Frederick A. Matzen, alleged lunatic, be summoned as prayed, to appear in this Court on the 18th day of February 1952, ~~for the~~ and it is further ordered that this matter be set for a hearing and assembling of the Jury de Lunatico, on the 12th day of March, 1952, and that a copy of this petition be attached to said summons.

Benjamin Michaelson
Judge

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IN THE MATTER OF	:	NO. 10,412 EQUITY
FREDERICK A. MATZEN,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

INQUISITION

This Inquisition, taken this 12th day of March in the year 1952, before the Circuit Court for Anne Arundel County sitting in Equity, in virtue of the annexed writ De Lunatico Inquirendo, issued out of the Circuit Court for Anne Arundel County, upon the oaths of John Lester Basil, Foreman, Harold Wood, Bertram Spriggs, Donald Evans, George W. Downs, Kenneth C. Carr, Wiley L. Donaldson, Theresa Hoernig, John L. Pancoast, Lawrence B. Donaldson, Albert L. Brady and Randolph Hardesty.

Filed 12 Mar., 1952.

good and lawful men of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of Frederick A. Matzen, Witnesseth:

That the said Jurors aforesaid do find that the said Frederick A. Matzen, in the writ named, is of unsound mind a lunatic without lucid intervals, so that he is not capable of governing himself or managing his estate, and that he has been in such a state of mind since July 21, 1942, but how he became so, the Jurors aforesaid cannot say, unless by the visitation of God.

And the Jurors aforesaid do also find that the said Frederick A. Matzen and Gertrude M. Matzen. his wife, are seized and possessed of the following property as tenants by the entireties:

1. Lot and Improvements designated as 518 First Street, Eastport, Maryland, (formerly Sixth Street), conveyed to Frederick A. Matzen and Gertrude M. Matzen, his wife, by Nicholas H. Green, Trustee, by deed dated August 1, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 91 folio 160.

2. Lot and Improvements designated as 445 4th Street, Eastport, (formerly Third Street), conveyed to Frederick

A. Matzen and Gertrude M. Matzen, his wife, by The Warwick Realty Company, by deed dated February 2, 1933, recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 107 folio 326.

3. Lot and improvements designated as No. 121 Monticelloa Avenue (formerly Fifth Street) Annapolis, Maryland, conveyed to Frederick A. Matzen and Gertrude M. Matzen, his wife, by Emerich Schoen and Bee Schoen, his wife, by deed dated October 30, 1937, recorded among the Land Records of Anne Arundel County in Liber F.A.M.No. 173 folio 73.

4. Lot and improvements designated as No. 114 Monticello Avenue (formerly Fifth Street), Annapolis, Maryland, conveyed to Frederick A. Matzen and Gerrtude M. Matzen, his wife, by Walter C. Martin, bachelor, by deed dated June 27, 1939, recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 204 folio 5.

5. A Cemtery lot in Ceder Bluff Cemetery (3 graves) conveyed to Frederick A. Matzen and Gertrude M. Matzen, his wife, by Arthur T. Elliott et al by deed dated November 14,1942, recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 310 folio 91.

6. 200Shares of Class A stock of the Hearst Consolidated Publications in the name of Frederick A. Matzen and Gertrude M. Matzen.

7. 22 Shares of the American Telephone and Telegraph Company in the name of Frederick A. Matzen and Gertrude M. Matzen.

And that his next of kin are, His wife, Gertrude M. Matzen, Katie S. Seebohm, a sister, Lena H. Boessel, a sister, and John F. Matzen, a brother, all adults.

In Witness Whereof, the Jurors aforesaid have hereunto subscribed their names and affixed their seals the day and year first herein mentioned.

John Leslie Basil (SEAL)

Harold Wood (SEAL)

Bertram Sprigg (SEAL)

Donald Lamb (SEAL)

George W. Downs (SEAL)

Kenneth C. Carr (SEAL)

Kylie L. Donaldson (SEAL)

Theresa V. Hoenig (SEAL)

John L. Pancoast (SEAL)

Laurence B. Donaldson (SEAL)

Albert L. Brady (SEAL)

Randolph Hardesty (SEAL)

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IN THE MATTER OF	:	IN
FREDERICK A. MATZEN,	:	THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 10,412 Equity

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

TESTIMONY IN OPEN COURT

BEFORE HON. BENJAMIN MICHAELSON, JUDGE

Jury Trial — March 12, 1952

Filed 13 March, 1952.

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioner.

Mr. John H. Hopkins, 3rd., Clerk.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Gertrude M. Matzen, pages 2 to 4.

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

(Mr. Anderson)

1. State your name and address.

A. Gertrude M. Matzen, 518 First Street, Eastport, Md.

2. What is your husband's name?

A. Frederick A. Matzen.

3. Where is he now?

A. In Spring Grove Hospital.

4. How long has he been in Spring Grove Hospital?

A. Since July 21, 1942.

5. When were you married to Mr. Matzen?

A. December 30, 1917.

6. You were appointed his trustee under order of the Circuit Court for Anne Arundel County in No. 8424 Equity, is that correct?

A. That's right.

Mr. Anderson: I offer in evidence the entire file in No. 8424 Equity as petitioner's Ex. 1, marked Petitioner's Ex. 1.

7. Later on in 1945 you were again appointed trustee for Mr. Matzen by the Circuit Court for Anne Arundel County in No. 8894 Equity?

A. That's right.

Mr. Anderson: I offer in evidence the entire file in No. 8894 Equity as Petitioner's Ex. 2, marked Petitioner's Ex. 2.

8. The purpose of that proceeding was to convey to you the interest in a piece of property in Eastport, is that correct?

A. That's right.

9. In both of those cases you gave bond?

A. Yes.

10. Up to the present time you have been conducting the affairs of your husband under the jurisdiction of this Court, isn't that correct?

A. That's right.

11. Recently did you enter into a contract of sale for a parcel of real estate in Eastport?

A. Yes.

12. The purchaser refused to take title because you/husband had not been adjudicated before a jury, is that correct?

A. Yes.

13. Then you brought this proceeding to comply with the demand by the prospective purchasers, is that correct?

A. Yes.

14. What property do you and your husband own?

A. 518 First Street, Eastport, 445 Fourth Street, Eastport, 121 Monticello Avenue, 114 Monticello Avenue, and one cemetery lot in Cedar Bluff Cemetery, 3 graves.

15. Do you own any stock?

A. 200 Class A Shares of Hearst Consolidated Publications and 22 shares of American Telephone and Telegraph.

16. Do the Hearst Consolidated Publications pay a dividend?

A. Yes, once a year.

17. How much is it?

A. $87.50.

18. Does American Telephone and Telegraph pay a dividend?

A. Yes, that is $19800; it is paid 4 times a year.

19. The real estate is owned as tenants by the entireties, is that right?

A. That's right.

20. This means you and your husband own it jointly?

A. Yes.

21. Do you have any money at all to live on and with which to carry on the expenses of keeping this property?

A. No.

22. This one property in Eastport that you want to sell is a business property? It was a store of some kind, was it not?

A. It was an A & P Store.

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23. How long has that been vacant?

A. Since April of last year.

24. With taxes and expenses going on, you have no money with which to meet that unless you sell the property?

A. That's right.

25. Have you seen your husband since his confinement in Spring Grove?

A. Yes.

26. Do you see him frequently?

A. Yes.

27. What has been his condition since he has been in Spring Grove?

A. No improvement.

28. I believe that two real estate appraisers certified that the price you want to sell this property in Eastport for was fair and reasonable?

A. Yes.

Mr. Anderson: I offer in evidence the Certificate of Dr. Arnold H. Eichert, M. D. filed as Exhibit "G.N.N. Nl. 1", marked Petitioner's Exhibit 3.

K.H.McC. $5.00

//

IN THE MATTER OF	*	No. 10,412 EQUITY
FREDERICK A. MATZEN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

ORDER CONFIRMING RETURN

For return of the inquisition taken before the Circuit Court for Anne Arundel County, sitting in Equity, in the above case having been submitted for confirmation and said returns and the other proceedings having been read and considered.

It is thereupon this 17th day of March, 1952, by the Circuit Court for Anne Arundel County, in Equity, adjudged, and ordered that the said Inquisition be and it is hereby confirmed.

And it is further ordered, that Gertrude M. Matzen be and she is hereby appointed Committee of the person and estate of Frederick A. Matzen with full power and authority to take charge and manage the property, and to assume the control of the person of the said Frederick A. Matzen, under the direction of this Court; but before the said Gertrude M. Matzen shall proceed to act as such Committee, she shall give bond to the State of Maryland, with surety to be approved by this Court or Clerk thereof, in the amount of $5,000.00, for the faithful discharge of her duty as such Committee.

Benjamin Richardson
Judge

Filed 17 Mar., 1952

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IN THE MATTER OF	*	No. 10,412 EQUITY
FREDERICK A. MATZEN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Gertrude M. Matzen of Annapolis, Anne Arundel County, State of Maryland, and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five thousand dollars ($5,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of April, in the year of our Lord one thousand nine hundred and fifty-two.

Filed 2 May 1952.

WHEREAS, the above bounden Gertrude M. Matzen by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Committee in the proceedings in the case of "In the Matter of Frederick A. Matzen, Incompetent" No. 10,412 Equity now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Gertrude M. Matzen does and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her by any future decree or order in the

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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:

Catherine N. Botts — Gertrude M. Matzen (SEAL)
Gertrude M. Matzen

As to Surety — National Surety Corporation

BY

Catherine N. Botts — Wasson T. Anderson
Attorney-in-fact

Approved this 2 May, 1952.
John H. Hopkins, 3rd, Clerk.

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LIBER 80 PAGE 239

IN THE MATTER OF	*	No. 10,412 EQUITY
FREDERICK A. MATZEN,	*	IN THE
INCOMPETENT	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

PETITION FOR AUTHORITY TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Gertrude M. Matzen, individually and as Committee of Frederick A. Matzen, in the above entitled case respectfully shows:

1. That she and the Incompetent, Frederick A. Matzen are the owners of certain real estate known as 445 Fourth Street Annapolis, Maryland, formerly Eastport, Second Election District of Anne Arundel County, Maryland, conveyed to them as tenants by the entireties, by The Warwick Realty Company be deed dated February 2, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 107 folio 326.

2. That for sometime past your petitioner has been unable to rent the property and therefore unable to meet the taxes insurance and other expenses in connection therewith and if the estate continues to hold the property greater losses will result.

3. That your petitioner alleges that it is to the best interest and advantage of both parties, individually and the Estate, of the Incompetent, that sale of the property be made.

4. That on the 10th day of September, 1951, she entered into a contract of sale with Bertha Horwitz and Harry Horwitz for the sale of the property for the price of $9,000.00, subject to the ratification of this Court, all of which will be seen by the contract attached hereto marked "Petitioner's Exhibit A."

5. That your Petitioner prays and avers that it is to the best interest and advantage of the petitioner individually

Filed 16 May, 1952.

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as well as the Estate of the Incompetent that the sale be ratified and confirmed by this Honorable Court.

6. That your petitioner attached herewith the certificates of two parties certifying that the price obtained for said property is fair and reasonable. Certificates are filed herewith marked "Petitioner's Exhibits B and C."

7. That on the 12th day of March, 1952, the said Frederick A. Matzen was adjudicated a lunatic before a jury in this case and the return thereof was confirmed by the Court on March 17, 1952, and the Bond provided thereon has been filed and approved.

Wherefore, your petitioner prays:

(a) That a decree may be passed for the sale of the property herein described.

(b) That the Contract of Sale be ratified and confirmed by this Honorable Court and the Committee be authorized and directed to join in a conveyance with Gertrude M. Matzen individually for the purpose of conveying and transferring the interest of said Frederick A. Matzen to Bertha Horwitz and Harry Horwitz.

(c) That a division of the proceeds be made as provided by Article 16, Section 127-A of the 1947 Cumulative Supplement of the Annotated Code of Maryland, between the committee and the said Gertrude M. Matzen, individually.

Gertrude M Matzen
Gertrude M. Matzen, Committee of Frederidk A. Matzen, Incompetent

Gertrude M Matzen
Gertrude M. Matzen, Individually

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 15 day of May in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Gertrude M. Matzen, Committee of Frederick A. Matzen, Incompetent, and Gertrude M. Matzen, individually, and made oath in due form of law that the matters and facts set forth in said petition are true as therein set forth.

Witness my hand and seal Notarial,

Myrtle Sturm
Myrtle Sturm Notary Public

Marvin I. Anderson
Marvin I. Anderson
Attorney for Petitioners

Filed 16 May, 1952.

ORDER

Upon the foregoing petition, it is ordered this 16th day of May, 1952, by the Circuit Court for Anne Arundel County, that Gertrude M. Matzen, individually and as Committee of Frederick A. Matzen be and she is hereby authorized and directed to take testimony before one of the standing examiners of this Court for the purpose of establishing the allegation of the petition.

Benjamin Michaelson
Judge

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Petitioner's Exhibit A with Petition. LIBER 80 PAGE 242

THIS AGREEMENT, Made this 10" day of September in the year Nineteen hundred and fifty-one, between Gertrude M. Matzen, wife of Frederick A. Matzen, and Gertrude M. Matzen, Trustee of Frederick A. Matzen, Incompetent, of the first part and Bertha Horwitz and Harry Horwitz parties of the second part.

WITNESSETH, That the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth purchase from the former, the following described property, situate, and lying in the Second Election District of Anne Arundel County, situate on the north corner of Third Street and Chesapeake Avenue and described as follows: Beginning for the same at the north corner of Third Street and Chesapeake Avenue and running from thence with the northeast side of said Third Street northwesterly 43 feet 3 inches; thence leaving said Third Street and running northeasterly 80 feet more or less to a point; thence southeasterly 43 feet 3 inches to the northwest side of Chesapeake Avenue; thence with the northwest side of said Chesapeake Avenue southwesterly 80 feet to the place of beginning. Said premises being designated now as 445 Fourth Street, Annapolis, Maryland. Being the same property which was conveyed to the said Frederick A. Matzen and Gertrude M. Matzen, his wife, by The Warwick Realty Company et al by deed dated February 2, 1933, recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 107 folio 326.

This sale is made subject to the ratification by the Circuit Court for Anne Arundel County.

At and for the price of Nine thousand dollars of which $500.00 have been paid prior to the signing hereof and the balance to be paid in cash upon execution and delivery of deed.

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. If the title is not good and merchantable deposit is to be refunded and there shall be no liability on the part of the Vendors for any costs, expenses, etc.

Taxes/to be adjusted to the date of transfer, cost of documentary stamps to be borne equally.

Witness the hands and seals of the parties of the first and second parts.

Witness:

Jennie G. Robinson

Aaron Robinson, M.D.

Gertrude M Matzen (SEAL)
Gertrude M. Matzen

Gertrude M Matzen (SEAL)
Gertrude M. Matzen, Trustee of Frederick A. Matzen

Bertha Horwitz (SEAL)
Bertha Horwitz

Harry Horwitz (SEAL)
Harry Horwitz

Filed 16 May, 1952
Re-filed 9 June, 1952

Examiner's Ex. 1

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Petitioner's Exhibit "B" with Petition.

I the undersigned, a real estate dealer in the City of Annapolis, Anne Arundel County, Maryland, do hereby certify that in my opinion the sum of Nine thousand dollars offered for the Matzen property located at 445 Fourth Street, Eastport, now Annapolis, Maryland, is a fair and reasonable and in my opinion an advantageous one. I further certify that I am familiar with the property.

Annie Laurie Dicgard

Filed 16 May, 1952.
Re-filed 9 June, 1952.

Examined

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Petitioner's Exhibit "C" with Petition.

I the undersigned of Anne Arundel County, Maryland, do hereby certify that in my opinion the sum of Nine thousand dollars offered for the Matzen property located at 445 Fourth Street, Eastport, now Annapolis, Maryland, is fair and reasonable and in my opinion an advantageous one. I further certify that I am familiar with the property.

Joseph L. Truscott Jr.

Filed 16 May, 1932.
Re-filed 9 June, 1932.

Examined & 4.3

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IN THE MATTER OF	:	IN
FREDERICK A. MATZEN,	:	THE CIRCUIT COURT
INCOMPETENT.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,412 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

May 24, 1952

Filed 9 June, 1952.

Present:

Mr. Marvin I. Anderson, Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Gertrude M. Matzen, pages 2, 3.

Joseph H. Griscom, Sr., pages 4, 5.

J. Thomas Hutchins, pages, 5, 6.

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

(Mr. Anderson)

1. State your name and address.

A. Gertrude M. Matzen, 518 First Street, Eastport, Annapolis, Md.

2. Your husband is Frederick A. Matzen, is that correct?

A. That's right.

3. What is your age?

A. Fifty-six.

4. When were you 56?

A. January 31, 1952.

5. How old is your husband?

A. He will be seventy on June 20, 1952.

6. You and your husband own a property known as 445 Fourth Street, Eastport, is that correct?

A. That's right.

7. That property is owned by you and your husband as tenants by the entireties, is it not?

A. Right.

8. Whom did you acquire that property from?

A. Warwick Real Estate Company, by deed dated February 2, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 107, folio 326.

9. A copy of the deed is filed in the previous cases?

A. Yes.

10. What does that property consist of?

A. It is a lot having 80 feet on Chesapeake Avenue and 43 feet 3 inches on Third Street improved by a one story brick building.

11. What has that building been used for in the past?

A. A grocery store.

12. How long has it been vacant?

A. Since April, 1951.

13. Do you have any funds to pay the insurance, taxes and other expenses on the building?

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A. No.

14. The building has been a dead loss so far as the estate of your husband is concerned for the past year, isn't that right?

A. Yes.

15. What do you think ought to be done with the building and lot?

A. It should be sold.

16. Did you enter into a contract of sale for the property?

A. Yes.

17. To whom have you contracted to sell the property?

A. To Bertha Horwitz and Harry Horwitz.

18. What was the price he has offered?

A. $9000.00.

19. Is this a copy of the contract that you executed?

A. Yes it is.

(COPY OF CONTRACT OF SALE MARKED EXAMINER'S EXHIBIT 1)

20. You desire the Court to ratify and approve that sale?

A. Yes.

21. In your opinion, would that be for the best interest of your husband as well as yourself?

A. I think it would be.

22. You have filed a bond as trustee in this case?

A. Yes.

23. There are no children, are there?

A. No.

(Mr. Strahorn)

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

Gertrude M Matzen
Gertrude M. Matzen

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Joseph H. Griscom, Sr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name.

A. Joseph H. Griscom, Sr.

2. What is your position at the present time?

A. County Treasurer.

3. Where do you live?

A. Eastport.

4. How long have you lived there?

A. Sixty years.

5. Are you familiar with values of real estate in Eastport?

A. I am.

6. Are you familiar with the property known as 445 Fourth Street, Eastport, belonging to Mrs. Gertrude M. Matzen and Mr. Frederick A. Matzen, her husband?

A. I am.

7. Will you tell what that property consists of?

A. It is a one story brick building fronting on Fourth Street and it runs on Chesapeake Avenue; it was formerly occupied by the A. & P. Tea Store; it was built for them, I think. The A. & P. has been out of there over a year. The building has deteriorated some, bricks are out of the wall; the location is not too good now in my estimation.

8. Why is that?

A. There is a filling station across from it; no parking facilities; they changed the bridge and route traffic on a different street.

9. What size is the lot?

A. It has a depth of 43.3 feet and 80 feet on Chesapeake Avenue.

10. What, in your opinion, is the fair market value of this property?

A. I wouldn't want to give over $9000.00 for it in its present location.

11. Do you think that is a fair and reasonable price?

A. Yes.

12. Do you feel that would be to the best interest of the incompetent and his

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wife?

A. I do.

13. Is the property occupied at the present time?

A. No.

14. How long has it been vacant?

A. About a year.

(Mr. Strahorn)

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

Joseph H. Griscom Sr.
Joseph H. Griscom, Sr.

****

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

(Mr. Anderson)

1. State your name and address.

A. J. Thomas Hutchins, Friendship, Anne Arundel County, Md.

2. What is your position?

A. County Assessor.

3. Are you familiar with the property at 445 Fourth Street, Eastport, belonging to Mr. and Mrs. Matzen?

A. I assessed it.

4. Can you describe the property?

A. It is a one story brick building, plain walls inside, built-up roof, pine over concrete floors, about 14 feet high; the lot is 43 by 80 feet.

5. Do you know whether it is occupied?

A. It wasn't occupied when we were there.

6. How long have you been an assessor?

A. Seven years.

7. What, in your opinion, is the fair market value of that property as of this time?

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A. $8500 or $9000. It is assessed for $7855.00, $7370 on the building and $485 on the land.

(Mr. Strahorn)

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

J. Thomas Hutchins

J. Thomas Hutchins

****

Appraisal of Annie Laurie Wiegard, filed as Petitioner's Ex. "B" MARKED EXAMINER'S EX. 2.

Appraisal of Josheph H. Griscom, Sr., filed as Petitioner's Ex. "C". MARKED EXAMINER'S EX. 3.

****

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 7th day of June 1952.

Jno. S. Shannon (SEAL)
Examiner

J.S.S. $10.00
K.H.McC. $6.00

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In the Matter of	)(	No. 10,412 Equity
FREDERICK A. MATZEN,	)(	In the Circuit Court for
an incompetent	)(	Anne Arundel County

D E C R E E

This cause standing ready for hearing, and it appearing from the testimony of competent and discreet persons that the price offered for the real estate mentioned and described in the petition is fair and reasonable, and that it is to the interest and advantage of the non compos mentis that the property be sold, it is therefore ADJUDGED, ORDERED AND DECREED this 11th day of July, 1952, by the Circuit Court for Anne Arundel County sitting in Equity, that the said Gertrude M. Matzen, Committee of Frederick A. Matzen, be, and she is hereby, authorized to sell the property described in these proceedings, owned by the said Frederick A. Matzen and Gertrude M. Matzen, as tenants by the entireties, and mentioned and described in the Agreement of Sale and Purchase filed in these proceedings; and that said Agreement of Sale and Purchase made by and between the said Gertrude M. Matzen for herself, individually, and the incompetent, and Bertha Horwitz and Harry Horwitz, be, and the same is hereby, ratified, confirmed and approved, and that the said Gertrude M. Matzen, Committee as aforesaid, upon payment of the purchase price mentioned in said agreement, but not before, shall with Gertrude M. Matzen, individually, convey to Bertha Horwitz and Harry Horwitz all their right, title and interest in and to the aforesaid property and land in accordance with the terms and conditions of said Agreement of Sale and Purchase.

And it is further ADJUDGED, ORDERED AND DECREED that, aftr receiving the whole purchase price, the said Committee shall

Filed 11 July, 1952.

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bring into this Court the entire proceeds arising from said sale, to be held, distributed or invested as this Court shall determine, under the direction of this Court, after deducting the costs of this suit and such commission to said Committee as this Court shall think proper to allow.

Benjamin Michaelson
JUDGE

IN THE MATTER OF	:	NO. 10,412 EQUITY
FREDERICK A. MATZEN,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Gertrude M. Matzen, Committee of Frederick A. Matzen, duly authorized by Decree of this Court dated the 11th of July, 1952, in these proceedings to convey the property set forth in the contract filed in these proceedings to Bertha Horwitz and Harry Horwitz, the purchasers, respectfully shows unto your Honors:

1. That on the 30th day of July, 1952, the said Gertrude M. Matzen, Committee, with herself individually, duly executed and acknowledged and delivered to the said Bertha Horwitz and Harry Horwitz a deed conveying to them, the purchasers, the property in these proceedings mentioned and described in the Agreement of Sale and Purchase filed in these proceedings, free and clear and discharged from all claims of the Incompetent hereto, and those claiming, by, from or under him in accordance with the terms of said Agreement of Sale and Purchase, as directed by this Court's Decree; the said Gertrude M. Matzen, Committee, having received the net amount of $8,300.15, being the full amount due the Incompetent and Gertrude M. Matzen, individually, in payment of said property, after the adjustment of taxes and documentary stamps all as shown by the attached statement which is made a part of this Report of Sale.

2. That this particular property was acquired as tenants by the entireties on February 2, 1933, and the said Frederick A.

Filed 22 Aug., 1952

30

Matzen is 70 years of age and Gertrude M. Matzen is 56 years of age, as will be seen by reference to the testimony in this case; that the petition filed herein prayed a division of the proceeds under Article 16, Section 127-A of the 1947 Cumulative Supplement of the Code between the Committee and the said Gertrude M. Matzen, individually; that the American Mortality tables show that the life expectancy of a person 70 years of age is 8.48 and the life expectancy of a person 56 years of age is 16.72.

3. That the said Gertrude M. Matzen, Committee, in compliance with the Decree of this Court, dated July 11, 1952, now brings into Court the aforesaid sum of $8,300.15 to be distributed between the Committee and Gertrude M. Matzen, individually, after deducting the costs of these proceedings, expenses, attorney's fee, and such commissions as may be allowed the said Committee by this Court, in consideration of the performance of her duties as such Committee, against the interest of said incompetent.

Wherefore, the said Gertrude M. Matzen, Committee, prays the Court to refer the papers in these proceedings to the Auditor of this Court to state an Account herein, accordingly, so that the said Committee may pay out and distribute the said purchase money in her hands under the direction of this Court.

And as in duty bound, etc.

Marvin Anderson

Gertrude M. Matzen

Gertrude M. Matzen, Committee
of Frederick A. Matzen,
Incompetent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 20 day of August in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally

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appeared Gertrude M. Matzen, Committee of Frederick A. Matzen, Incompetent, and made oath in due form of law that the matters and facts set forth in said Report of Sale are true as therein set forth.

Witness my hand and seal Notarial,

Myrtle C. Keen
Notary Public

ORDER OF COURT

ORDERED this 23d day of August, 1952 by the Circuit Court for Anne Arundel County in Equity, that the above case be and the same is hereby referred to the Auditor for the purpose of stating an account, and in stating the account the auditor is directed to allow Gertrude M. Matzen one-half of the net proceeds and Gertrude M. Matzen, Committee, one-half of the net proceeds.

Benjamin Michaelson
Judge

Filed 23 Aug., 1952

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LIBER 80 PAGE 257.

In the Case of

In the Matter of
Frederick A. Matzen,
~~his~~
Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 10,412 Equity

To the Honorable, the Judges of said Court:

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

Filed 3 Oct., 1952.

September 16, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Dr. In the Matter of Frederick A. Matzen, incompetent in ac.

To Committee for Commissions, viz:	300 00	300 00
To Committee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	40 00	
George L. Byerly - Sheriff's costs	1 90	
John S. Strahorn - Examiner's fee	10 00	
Katharine H. McCutchan -Stenographer's fee	11 00	
Auditor - stating this account	13 50	86 40
To Committee for Expenses, viz:		
Capital-Gazette Press - order nisi (acct)	6 00	
National Surety Corporation -bond premium	35 00	
Marvin I. Anderson - fee for legal services (Order of 8/26/52)	600 00	
One-half Federal revenue stamps	4 95	
One-half State revenue stamps	4 95	
Myrtle Sturm - notary fees	2 00	
Joseph H. Griscom, Sr. - appraisal fee	5 00	
J. Thomas Hutchins - appraisal fee	5 00	662 90
To Committee for Taxes, viz:		
1952 State and County taxes ($123.84-adj)	72 24	
1951 Annapolis City taxes	108 94	
1952 Annapolis City taxes ($105.26-adj)	8 77	189 95
BALANCE FOR DISTRIBUTION - $7,760.75		
Distributed in accordance with Order dated 8/23/52, viz:		
To Gertrude M. Matzen, Committee of Frederick A. Matzan - one-half	3,880 37	
To Gertrude M. Matzen - one-half	3,880 38	7,760 75
		9,000 00

34

with Gertrude M. Matzen, Committee Cr.

1952				
July	30	Proceeds of Sale (Contract dated 9/10/51)	9,000 00	9,000 00
			9,000 00	

35

Filed 13 Nov., 1952. Filed 3 Oct., 1952

ORDER NISI LIBER 80 PAGE 260

In the Matter of

Frederick A. Matzen,

~~VERSUS~~

incompetent

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,412 Equity.

ORDERED, This 3 day of October, 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 10 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of: November next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson

Judge.

FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 12th 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

E. Equity Number 10,412

Frederick A. Matzen

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of Nov. 1952 The first insertion being made the 6th day of Oct. 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,412 Equity

In The Matter Of FREDERICK A. MATZEN, Incompetent.

Ordered, this 3rd day of October, 1052, 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 10th day of November next; Provided; a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-20

Filed 12 Nov., 1952

No. E. C.....

37

IN THE MATTER OF PETITION OF SAMUEL SCHENKER, Trustee JAMES W. BRASHEARS LEARLINE BRASHEARS JAMES KIRBY and MARY KIRBY	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,601

* * * * * * *

PETITION TO EXPUNGE DEED FROM THE

LAND RECORDS OF ANNE ARUNDEL COUNTY

TO THE HONORABLE JUDGES OF SAID COURT:

The Petitioners, Samuel Schenker, Trustee; James W. Brashears, Learline Brashears, James Kirby and Mary Kirby, respectfully show:

1. That James W. Brashears with his wife, Learline Brashears, attempted to convey to Samuel Schenker, Trustee, various parcels of land adjacent to each other, (SEE EXHIBIT "A" which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 565) for the purpose of having said Samuel Schenker, Trustee, leasing said property to James W. Brashears under a ninety-nine (99) year lease with a one cent ($.01) ground rent, (SEE EXHIBIT "B" which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 567) and at the same time James W. Brashears was to lease a portion of ground to James Kirby and Mary Kirby, his wife, for a period of ninety-nine (99) years. (SEE EXHIBIT "C" which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 570)

2. That the said James W. Brashears and Learline Brashears, his wife, however, in the conveyance to Samuel Schenker, did not intend to convey one of those parcels of ground upon which he was building a house and upon which he had commitments relative to building the said house.

3. That in drawing the deed to Samuel Schenker, Trustee, the power was given to Samuel Schenker only to reconvey the aforesaid property for a period of ninety-nine (99) years although it was the intention of said James W. Brashears and Learline Brashears that Samuel Schenker, Trustee, should reconvey the property to James

Filed 22 Oct., 1952.

W. Brashears for a period of ninety-nine (99) years with the power to mortgage, convey, or to do with as he wish during his lifetime and such property as was left after the demise of James W. Brashears was to be divided jointly between Learline Brashears, his wife, and Eloise Brashears, his infant daughter.

That the deed from Samuel Schenker, Trustee, attempted to convey a ninety-nine (99) year lease to James W. Brashears but failed to make provisions in accordance with the intention of James W. Brashears or with the intention of the aforementioned deed. The said James W. Brashears then attempted to lease a portion of the ground under a ninety-nine (99) year lease to James Kirby and Mary Kirby without the authority to do so.

Wherefore the Petitioners pray:

That the deeds from James W. Brashears and Learline Brashears, his wife, to Samuel Schenker, Trustee, hereto referred to as Exhibit A which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 565, and a lease from Samuel Schenker, Trustee, to James W. Brashears hereto referred to as Exhibit B which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 567, and a lease from James W. Brashears to James Kirby and Mary Kirby hereto referred to as Exhibit C which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 570, be expunged from the Land Records of Anne Arundel County.

Witness our hands and seals:

TEST:

Patricia T. Sherman

Samuel Schenker SEAL
Samuel Schenker, Trustee

James W. Brashears SEAL
James W. Brashears

Learline Brashears SEAL
Learline Brashears

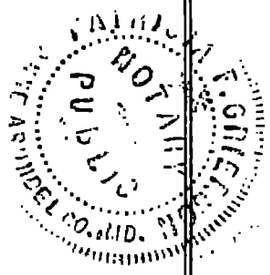
James Kirby SEAL
James Kirby

Mary Kirby SEAL
Mary Kirby

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 22nd day of October, 1952, before me, the subscriber, a Notary Public of the state and county aforesaid, personally appeared Samuel Schenker, Trustee; James W. Brashears, Learline Brashears, James Kirby and Mary Kirby, and they acknowledged the foregoing petition to be their act.

Witness my hand and Notarial Seal.



Patricia F. Grierson

Patricia F. Grierson Notary Public

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No Stamps Required
No Title Search

DEED

This DEED, made this 30th day of June, 1952, by and between James W. Brashears and Learline L. Brashears, his wife, parties of the first part, hereinafter to be known as the Grantors, and Samuel Schenker, Trustee, party of the second part, hereinafter to be known as the Grantee, all of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Five ($5.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his successors and assigns in trust, in fee simple, nevertheless to re-convey to the said James W. Brashears, a 99 year lease with one (1) cent ground rent, all that parcel of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland and described as follows:

Filed 22 Oct., 1952
Re-filed 7 Nov., 1952

Beginning for the same at a point where the N 69° 55" West line, as refered to in a deed dated 12/26/50 from Emma Brashears to James W. Brashears and recorded or intended to be recorded immediately prior hereto, intersects the west side of the County road leading from Bay Ridge Road to Annapolis Neck; thence N 69° 55' West 632.08 feet to a stake set in the marsh at the head waters of Back Creek; thence N 20° 05' East 144 feet to a point; thence S 69° 55' East 507.08 feet to a point; thence N 20° 05' East 110 feet; thence S 69° 55' East 125 feet to the aforesaid west side of the County Road; thence S 20° 05' West 254 feet to the place of beginning.

Being the various properties conveyed to James W. Brashears by Mary Brashears, one which is recorded or intended to be recorded immediately prior hereto and also being property conveyed by Emma L. Blunt to said James W. Brashears and recorded or intended to be recorded immediately prior hereto

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

Ex A Examiner's Exh A. 10/24/52 E Clemens Examiner

TO HAVE AND TO HOLD the above described property and hereby intended to be conveyed; and to the proper use and benefit of the said Samuel Schenker, Trustee, his successors and assigns in trust, in fee simple, nevertheless to lease unto the said James W. Brashears for a period of 99 years with one (1) cent ground rent.

And the said Grantors hereby convenant that they will warrant

specially the title to the property hereby intended to be conveyed, and will execute such other and further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

TEST:

Samuel Schenker

James W. Brashears SEAL

Samuel Schenker

Learline L. Brashears SEAL

Learline L. Brashears

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of June, 1952, before me the subscriber, a Notary Public for the county and state aforesaid personally appeared James W. Brashears and Mearline L. Brashears, his wife, the aforementioned Grantors and they acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

Frances P. McCourt

Frances P. McCourt, Notary Public.

Recorded: September 20, 1952 at-9.45 A.M.

ANNAPOLIS WATER CO. DATE TO SEP 30 1952 Collector

City Taxes Paid to July 1, 1953
G. Turner Oyler, Treasurer

DEED

From:

James W. Brashears, and
Learline L. Brashears,
his wife
Grantors

To:

Samuel Schenker,
Trustee
Grantee

Parcel of ground on County Rd. leading from Bay Ridge Rd. to Annapolis Neck, Sixth (formerly Second) Election District, Anne Arundel County, Maryland

SAMUEL SCHENKER
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

JULIUS M. STARK & CO., BALTO., MD.

LIBER 80 PAGE 266

LIBER 708 PAGE 567

No Stamps Required
No Title Search

LEASE

This LEASE, made this 30th day of June, 1952, by and between Samuel Schenker, Trustee, Lessor, and James W. Brashears, Lessee

WITNESSETH: That the said Lessor, in consideration of the rent hereinafter expressed to be paid, do lease unto the said Lessee, his successors, their executors, administrators and assigns, all that lot of ground, situate, lying and being in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and more particularly described in a deed from James W. Brashears and Learline L. Brashears, his wife to Samuel Schenker, Trustee and recorded or intended to be recorded immediately prior hereto.

TO BE HELD by the said Lessee, his executors, administrators and assigns, for the term of ninety-nine (99) years, beginning on the day of the date of these presents, he the said Lessee, his executors, administrators and assigns, yielding and paying unto the said Lessor, his successors or personal representatives, the rent or yearly sum of one cent (1¢), if demanded, on the 30th day of June, each year. Provided, that if the said rent shall be in arrears, at anytime, then it shall be lawful for the said Lessor, his successors or personal representatives, to make distress therefor.

AND provided also that, if the said rent shall be in arrears for sixty days, then it shall be lawful for the Lessor, his successors or personal representatives, to reenter upon the hereby demised premises, and hold the same, until all of the arrearages of rent thereon, and all expenses incurred by reason of such non-payment shall be fully paid.

AND provided further, that if said rent shall be in arrears for one year, then the said Lessor, his successors or personal representatives, may re-enter upon the premises hereby demised and hold the same as if this Lease had never been made.

AND the said Lessee, for himself, his heirs, executors, administrators and assigns, covenants with the said Lessor, his successors

Filed 22 Oct, 1952.
Re-filed 7 Nov, 1952.

Ex D

Examined Edw B
10/14/52 E Edwards, Examiner

or personal representatives, to pay the aforementioned rent and the taxes and assessments when legally demandable.

AND the said Lessor, his successors or personal representatives do hereby covenant withthe said Lessee, his executors, administrators, and assigns, that on payment by the said Lessee, his heirs, executors, administrators and assigns, of said rent and performance of all covenants herein on his part to be paid and performed, that the said Lessor, his successors or personal representatives, will warrent the property hereby leased from all claims thereon, under or by said Lessor or any person, claiming by, from or under them.

ALSO, that at anytime during this demise the said Lessor, his successors or personal representatives, shall on payment to him of Ten ($10.00) Dollars as renewal fine, execute and deliver or cause to be executed and delivered to the said Lessee, his executors, administrators or assigns, at his or their request and cost, a new Lease of the above described property for another term of ninety-nine (99) years, to commence on the expiration of this, subject to the same rent, and with the same covenants, so that the demise created may be renewable and renewed, from time to time, forever.

AND further provided that if the said Lessee should fail to live out the term of this lease that the property or so much thereof remains shall pass to Learline L. Brashears, his wife and Eloise P. Brashears, his daughter as joint Tenants and not tenants in common, subject to the provisions of this lease

WITNESS the hand and seal of the Lessor.

Witness:

Samuel Schenker, Trustee SEAL
Samuel Schenker, Trustee

Frances P. McCourt
Frances P. McCourt

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LIBER 80 PAGE 268

LIBER 708 PAGE 569

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of June, 1952, before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared Samuel Schenker, Trustee, the above named Lessor and he acknowledged the aforegoing Lease to be his act.

Witness my hand and Notarial Seal

Frances P. McCourt

Frances P. McCourt, Notary Public.

Recorded: September 20, 1952 at 9.45 A.M.

City Taxes Paid to July 1, 1953
G. Turner Oyster, Treasurer

ANNAPOLIS WATER CO.
WATER RENTS PAID TO SEP 30 1952
George E. Frank, Collector

LEASE

From:
Samuel Schenker,
Trustee
Lessor

To:
James W. Brashears
Lessee

Parcel of ground on County Rd. leading from Bay Ridge Rd. to Annapolis Neck, Sixth (formerly Second) Election District, Anne Arundel County, Maryland.

SAMUEL SCHENKER
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

JULIUS M. STARK & CO., BALTO., MD.

LIBER 80 PAGE 269

LIBER 708 PAGE 570

No Stamps Required
No T. Title Search

LEASE.

This LEASE, made this 30th day of June, 1952, by and between James W. Brashears Lessor and James Kirby and Mary Kirby, his wife, Lessees.

WITNESSETH: That the said Lessor, in consideration of the rent hereinafter expressed to be paid, does lease unto the said Lessees, their executors, administrators and assigns, all that lot of ground, situate, lying and being on the County Road leading from Bay Ridge Road to Annapolis Neck, Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows, that is to say:

Beginning for the same at a point on the west side of the aforesaid County Road 204 feet N 20° 05' West from where the N 69° 55' West line refered to in a deed dated 12/26/50 from Emma Brashears to James W. Brashears and recorded or intended to be recorded immediately prior hereto, intersects the West side of said County Road; thence N 69° 55' West 125 feet to a point; thence N 20° 05' East 50 feet to a point; thence S 69° 55' East 125 feet to the west side of the aforesaid County Road; thence S 20° 05' West to the point of beginning.

Being part of the property conveyed to the Lessor by Mary Brashears by deed dated 6/25/52 and recorded or intended to be recorded immediately prior hereto.

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

TO BE HELD by the said Lessees, their executors, administrators and assigns, for the term of ninety-nine (99) years, beginning on the day of the date of these presents, they the said Lessees, their executors, administrators and assigns, yielding and paying unto the said Lessor, his heirs or assigns, the rent or yearly sum of one cent (1¢) if demanded, on the 30th day of June, each year. Provided, that if

Filed 22 Oct., 1952.
Re-filed 7 Nov., 1952.

E & C

Examiner's Init. C
10/24/52 E. Clowans, Examiner

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the said rent shall be in arrears, at anytime, then it shall be lawful for the said Lessor, his heirs or assigns, to make distress thereof.

AND provided also that, if the said rent shall be in arrears for sixty days, then it shall be lawful for the Lessor, his heirs or assigns, to re-enter upon the hereby demised premises, and hold the same, until all of the arrearages of rent thereon, and all expenses incurred by reason of such nonpayment shall be fully paid.

AND provided further, that if said rent shall be in arrears fore one year, then the said Lessor, his heirs or assigns, may re-enter upon the premises hereby demised and hold the same as if this Lease had never been made.

AND the said Lessees, for themselves, their heirs, executors, administrators and assigns, covenants with the said Lessor, his heirs and assigns, to pay the aforementiomed rent and the taxes and assessments when legally demandable.

AND the said Lessor, himself, his heirs, executors, administrators and assigns, do hereby covenant with the said Lessees, their executors, administrators and assigns, that on payment by the said Lessees, their heirs, executors, administrators and assigns, of said rent and performance of all covenants herein on his part to be paid and performed, that the said Lessor, his heirs, executors, administtrators and assigns, will warrant the property hereby leased from al all claims thereon, under or by said Lessor or any person, claiming by, from or under them.

ALSO, that at anytime during this demise the said Lessor, his heirs or assigns, shall on payment to them of ten ($10.00)Dollars as renewal fine, execute and deliver or cause to be executed and delivered to the said Lessees, their executors, administrators or assigns, at his or their request and cost, a new Lease of the above described property for another term of ninety-nine (99) years, to commence on the expiration of this, subject to the same rent, and with the same covenants, so that the demise created may be renewable and renewed,

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from time to time, forever.

WITNESS the hand and seal of the said Lessor.

WITNESS:

James W. Brashears SEAL
James W. Brashears

Frances P. McCourt
FRANCES P. M'S COURT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 30th day of June, 1952 before me, the subscriber, a Notary Public for the state and county aforesaid, personally appeared James W. Brashears, the above named Lessor and he acknowledged the aforegoing Lease to be his act.

Witness my hand and Notarial Seal.

Frances P. McCourt
Frances P. McCourt, Notary Public,

Recorded: September 20, 1952 at 9.45 A.M.

Gily Taxes Paid to July 1, 1953
G. Turner Quaid, Treasurer

ANNAPOLIS WATER CO.
RECORDED TO SEP 30 1952

LEASE

James W. Brashears
Lessor

To

James Kirby and Mary Kirby, his wife
Lessees

Parcel of ground 50' X 125' County Rd. leading from Bay Ridge Rd. to Annapolis Neck, Sixth (formerly Second) Election District, Anne Arundel County, Maryland.

Received for Record 20 Day of Sept 1952, at 9:45 A.M. and the same day recorded in Liber J.H.H. No. 708 Fol. 570 Land Records of Anne Arundel County
John Wm Phillips 2D Clerk

SAMUEL SCHENKER
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

JULIUS M. STARK & CO., SALTO., MD.

IN THE MATTER OF THE	:	IN
PETITION OF SAMUEL SCHENKER,	:	THE CIRCUIT COURT
TRUSEE, JAMES W. BRASHEARS,	:	FOR
ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 10,601 Equity

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

TESTIMONY ON BEHALF OF THE PETITIONER

October 31, 1952

Filed 7 Nov. 1952

Present:

Mr. Samuel Schenker, Solicitor for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Samuel Schenker, page 2.

James W. Brashears, page 3.

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Samuel Schenker, a witness of lawful age, being first duly sworn, deposes and says:

James W. Brashears owned in fee simple three parcels of ground in Anne Arundel County, conveyed to him by the following deeds: Deed from Mary P. Brashears, dated October 25, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 600, folio 357; Deed from Mary P. Brashears, dated September 20, 1952, recorded in Liber J.H.H. No. 708, folio 563; and Deed from Emma Brashears, dated September 20, 1952 and recorded in Liber J.H.H. No. 708, folio 560.

He came to me with a request that the last two of those parcels be set up in such a way that he would have a 99 year leasehold in them with a power in him to dispose of the fee simple estate by sale, lease, mortgage or conveyance and in the event he didn't dispose of same, then the remainder to his wife, Learline Brashears and child, Eloise Brashears, as joint tenants in fee simple. See exhibits A & B, and file herewith

By mistake on the part of the draftsman, the first property was included. This is a property on which he is building a house and there was no intention to include it in the other arrangement. It was included purely by mistake on the part of the draftsman.

As to the other two properties, by error of the draftsman, the power to dispose of the estate in fee simple and the remainder to the wife and child, so that the deeds would have to be expunged in order to carry out the intention of James W. Brashears, WAS inadvertently violated by the draftsman. Part of one of these properties has been sold to James Kirby and Mary Kirby under the power of disposition and their title is defective because the deeds failed to state the power of disposition, and said Kirbys have joined in this petition. See exhibit C. File herewith

(Mr. Klawans)

--To the General Question under the rule the witness answers "No".

Samuel Schenker

Samuel Schenker

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

(Mr. Schenker)

1. State your name and address.

A. James W. Brashears, 413 Chester Avenue, Eastport, Md.

2. Did you approach me for thepurpose of putting property, of which you were the owner in such a condition that you would have a 99 year least with power to dispose of it in fee simple and in the event you didn't dispose of it with remainder to your wife and child?

A. Yes.

3. When did you first find out that your instructions had not been carried out?

A. During the time I went to make a settlement for the house with the building and loan association.

4. Did you intend to include in that arrangement this property that you acquired by deed dated October 25, 1950 and recorded in Liber J.H.H. No. 600, folio 357, on which you are building a house?

A. No I didn't intend to include that at all.

5. Did you attempt to convey a xpart of one of these tracts of land to James and Mary Kirby?

A. Yes.

6. Are they parties to this petition?

A. Yes they are.

(Mr. Klawans)

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

James W. Brashears

James W. Brashears

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

Witness my hand and seal this9 7th day of November 1952.

Examiner (SEAL)

E.K. $10.00
K.H.McC. $5.00

IN THE MATTER OF PETITION OF SAMUEL SCHENKER, Trustee JAMES W. BRASHEARS LEARLINE BRASHEARS JAMES KIRBY and MARY KIRBY	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,601

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

ORDER OF COURT

It is hereby Ordered, Decreed, and Adjudged by the Circuit Court of Anne Arundel County, this 8th day of ~~October~~ November, 1952, that deeds from James W. Brashears and Learline Brashears, his wife, to Samuel Schenker, Trustee, hereto referred to as Exhibit A which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 565, and a lease from Samuel Schenker, Trustee, to James W. Brashears hereto referred to as Exhibit B which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 567, and a lease from James W. Brashears to James Kirby and Mary Kirby hereto referred to as Exhibit C which is recorded among the Land Records of Anne Arundel County in Liber JHH 708, page 570, be expunged from the Land Records of Anne Arundel County.

Benjamin Michaelson
JUDGE

Filed 8 Nov., 1952.

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LILLIAN M. ALLERS, and GEORGE E. ALLERS, her husband 3007 Pennsylvania Avenue Baltimore 27, Maryland	:	IN THE
and	:	CIRCUIT COURT NO. 2
DOLORES H. McKAY, and CARL M. McKAY, her husband Bar Harbor, Pasadena Post Office Maryland	:	OF
vs.	:	BALTIMORE CITY
PHILIP PATRICK WALLACE, Infant 624 W. Cross Street Baltimore 30, Maryland	:	

Filed 21 Nov., 1952.

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Now come Lillian M. Allers and George E. Allers, her husband, and Dolores H. McKay and Carl M. McKay, her husband, by H. Ross Black, Jr., their Solicitor, complaining, and say:

1. That your Complainants and the Defendant are the surviving children and sole heirs at law of Philip J. Wallace and Lydia Wallace, his wife, the said Lydia Wallace having departed this life on July 14, 1944 and the said Philip J. Wallace having departed this life on February 5, 1946, the Estate of the said Philip J. Wallace having been administered upon in the Orphans' Court of Baltimore City by the said Lillian M. Allers, Administratrix. (See Estate Docket 61, Folio 432).

2. That by Deed dated October 9, 1923, and recorded among the Land Records of Baltimore City, in Liber S. C. L. No. 4086, Folio 569, from Johnn A. Jung and wife to the said Philip J. Wallace and Lydia Wallace, the said Philip J. Wallace and Lydia Wallace acquired title to property No. 624 West Cross Street, Baltimore, Maryland, subject to an annual ground rent of Thirty-Seven Dollars and Fifty Cents ($37.50), payable on the 1st days of January and July in each and every year, which said property was distributed by the said Lillian M. Allers, Administratrix, in accordance with her Final Administration Account filed in said Estate, unto the said Lillian M. Allers, Dolores H. McKay and Philip P. Wallace, sole surviving children and heirs of

Philip J. Wallace, deceased, by Deed dated December 10, 1946, and recorded among the Land Records of Baltimore City in Liber M. L. P. No. 7051, Folio 174, the original of said Deed being filed herewith and prayed to be taken as a part hereof as Complainants' Exhibit No. 1.

3. That by Deed dated February 27, 1929, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 43, Folio 338, from Nellie T. Pielert and Robert E. Pielert, her husband, the said Philip J. Wallace and Lydia Wallace, his wife, acquired title to fee-simple property described as "Lot No. 43 on the Plat of Bar Harbor, recorded among the Land Records of Anne Arundel County in Plat Book G. W., Section 3, Folio 219", which said lot descended by operation of law upon the death of the said Philip J. Wallace, aforesaid, unto the said Lillian M. Allers, Dolores H. McKay and Philip Patrick Wallace, as sole heirs at law of the said Philip J. Wallace, deceased, said original Deed being filed herewith and prayed to be taken as a part hereof as Complainants' Exhibit No. 2.

4. That the said leasehold property, 624 West Cross Street, Baltimore, Maryland, is improved by a two-story brick row house on a lot approximately fifteen feet wide and sixty-six feet deep. That an offer to purchase said lot and improvements, at and for the sum of Three Thousand Eight Hundred Dollars ($3,800.00), has been made by Mr. John F. Hamey, which offer your Complainants believe, and therefore aver, to be a fair and reasonable valuation of the said property.

5. That the said real property, Lot No. 43, Plat of Bar Harbor, located on Bar Harbor Road, Pasadena Post Office, Maryland, is improved by a one-story frame five-room bungalow, located on a lot approximately fifty feet wide, more or less, and the said Dolores H. McKay and Carl M. McKay, her husband, have offered to purchase said lot and improvements at and for the price of Six Thousand Dollars ($6,000.00), which your Complainants believe, and therefore aver, is a fair and reasonable price for said property.

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6. That the said properties are not divisible in kind, and that it is to the interests, benefit and advantage of all parties, including the said infant, Philip Patriok Wallace, to sell the said properties at and for the purchase offers made therefor and hereinbefore recited.

WHEREFORE, YOUR COMPLAINANTS PRAY that an Order may be passed by this Honorable Court, appointing a Trustee to sell the properties herein described, and to enter into contracts of sale with the prospective purchasers, herein named, and to consummate such sales by executing good and valid deeds to said purchasers.

And for such other and further relief as their case may require.

Lillian M. Allers
Lillian M. Allers

George E. Allers
George E. Allers

Dolores H. McKay
Dolores H. McKay

Carl M. McKay
Carl M. McKay

H. Ross Black, Jr.
H. Ross Black, Jr., Solicitor

AFFIDAVIT

STATE OF MARYLAND
CITY OF BALTIMORE, to wit

I HEREBY CERTIFY that on this 31 day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LILLIAN M. ALLERS, GEORGE E. ALLERS, DOLORES H. McKAY and CARL M. McKAY, Complainants in the within Bill of Complaint, and each of them took in due form of law that the matters and facts contained in the aforegoing Bill of Complaint are true and correct to the best of their knowledge, information and belief.

AS WITNESS, my hand and Notarial Seal.

Seal

H. Ross Black, Jr.
Notary Public

State of Maryland,
City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint filed 1st September, 1951, Exhibit No. 2, filed 1st September, 1952 and Decree signed appointing H. Ross Black, Jr., Trustee and Docket Entries. I further certify that the Trustee has filed his approved Bond. now on file in this office in the cause therein entitled

Lillian M. Allers, etal-vs-Philip Patrick Wallace, Infant

60A-28-1951-No. 30999-A

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 2nd day of April A. D. 19 52.

John S. Clarke
Clerk.

LIBER 80 PAGE 281

Ex. 2

60A FOLIO 280
30 999-A
1 Sept. 1951
(3)

FEE-SIMPLE DEED—Code—City or County.

This Deed, Made this 27th day of February,

in the year one thousand nine hundred and twenty- nine, ... , by and between . . . . . .

NELLIE T. PIELERT and ROBERT E. PIELERT, her husband, ...

of the City of Baltimore, ... in the State of Maryland, of the first part, and

PHILIP J. WALLACE and LYDIA WALLACE, his wife, of the said City and State, ...

of the second part.

Witnesseth, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, ... Dollars,

the said NELLIE T. PIELERT and ROBERT E. PIELERT, her husband, ...

do grant and convey unto the said PHILIP J. WALLACE and LYDIA WALLACE, his wife, as

tenants by the entirety, the survivor of them, his or her . . . . . .

. . . . . heirs and assigns, in fee-simple, all that lot or parcel . . . . . .

. . . . . of ground, situate, lying and being in

Anne Arundel County, State of Maryland , aforesaid, and described as follows, that is to say:—

BEING Lot No.43 on the Plat of Bar Harbor which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book G.T. Section 3, folio 219,

THE TITLE to which lot of ground was acquired by the said grantors under and by virtue of a deed from Enoch P. Johnson to them, dated August 3, 1926 and recorded among the Land Records of Anne Arundel County in Liber T.M.B. No. 27, folio 224 &c.

FILED WITH THE EXAMINER
OCT 4 1951
MASON P. MORFIT, EXAMINER

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said PHILIP J. WALLACE and LYDIA WALLACE, his wife, as tenants by the entirety, the survivor of them, his or her . . . . . heirs and assigns, in fee-simple.

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

Witness the hand and seals of said grantors.

Test:

John F. Fork

Nellie J. Pickert (SEAL)

Robert E. Pickert (SEAL)

LIBER 810 PAGE 283

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 27th day of February, in the year one thousand nine hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared NELLIE T. PIELERT and ROBERT E. PIELERT, her husband, the above named grantors, and severally acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial seal.

Notary Public.

I hereby certify, that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk.

Ef

DEED

FROM

NELLIE T. PIELERT AND HUSBAND.

TO

PHILIP J. WALLACE AND WIFE.

BLOCK NO.

Received for Record 28 Feb 1929, at 11 o'clock A M. Same day recorded in Liber J.S.R. No. 43 Folio 336 &c., one of the Land Records of A. A Co and examined per

FRANK S. [illegible], Clerk.

Cost of Record, $2.25 Paid

EMIL BUDNITZ,
10 E. LEXINGTON ST.

The Daily Record Co., Print., Balto., Md.

LILLIAN M. ALLERS, and GEORGE E. ALLERS, her husband	;	IN THE
and	;	CIRCUIT COURT NO. 2
DOLORES H. McKAY, and CARL M. McKAY, her husband	;	OF BALTIMORE CITY
and	;	Dkt. 60-A Fol 280 1951 No. 30999
PHILIP PATRICK WALLACE, Infant	;	

; ; ; ; ;

DECREE

The above cause standing ready for hearing and being submitted, the Bill of Complaint, Exhibits and Testimony were by the Court read and considered.

It is thereupon, this 13th day of March, 1952, by the CIRCUIT COURT NO. 2 OF BALTIMORE CITY, ADJUDGED, ORDERED and DECREED That the leasehold interest in the property known as 624 West Cross Street, in the City of Baltimore, State of Maryland, be sold and the Agreement for the sale of said property to John F. Hamey, as shown by the testimony in this case, be, and the same is hereby ratified and confirmed; and, IT IS FURTHER ADJUDGED, ORDERED and DECREED That the fee simple estate in the property situate and lying in Anne Arundel County and being known as Lot No. 43, Plat of Bar Harbor, as shown on the Plat of Bar Harbor and duly recorded among the Land Records of Anne Arundel County in Plat Book G. W. Sec. 30 Fol. 219, be sold and that the Agreement for the sale of said property to Dolores H. McKay and Carl M. McKay, her husband, as shown by the testimony in this case, be, and the same is hereby ratified and confirmed; and IT IS FURTHER ORDERED That H. Ross Black, Jr., be, and he is hereby appointed Trustee to consummate said sales in accordance with the terms of said Agreements, and 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 $10,000.00 conditioned upon the faithful

Filed 21 Nov., 1952

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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 collect from the purchasers the sum of $3,800.00, being the purchase price due under said Agreement for the sale of said leasehold property known as No. 624 West Cross Street, Baltimore City, and the sum of $6,000.00, being the purchase price due under said Agreement for the sale of said fee simple property known as Lot No. 43, Plat of Bar Harbor, Anne Arundel County, State of Maryland, and then shall, by good and sufficient deeds to be executed, acknowledged and recorded, according to law, convey to the purchasers, their personal representatives, heirs and assigns, the properties and estates to them sold, free, clear and discharged from all claims of the parties hereto, complainant and defendant, and those claiming by, from or under them, or any of them.

AND IT IS FURTHER ORDERED that said Trustee shall return to this Court a full and particular account of his proceedings relative to said sales, and shall bring into this Court the moneys arising from said sales to be distributed and paid over by the said Trustee under the direction of this Court, after deducting the cost of this suit and such commission to 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.

R. Oswald Smith

THE WITHIN IS A PROPER DECREE
TO BE PASSED IN THIS CASE.

Auditor and Master

No. 10,623 Equity

H.Ross Black,Jr.

Lillian M.Allers and
George E.Allers, her husband
AND
Dolores H.McKay and
Carl M.McKay, her husband

VS.

60A-28-1951-No.30999-A

Philip Patrick Wallace,Infant

DOCKET ENTRIES

Filed 21 Nov, 1951

1st September,1951	Bill of Complaint for Sale of Real Estate and for the Appointment of a Trustee,etc.Exhibit No.1(2)fd No.2 (3)fd.
1st September,1951	Subpoena issued (4)fd. (Summoned as marked)
14th September,1951	Petition of Plaintiff for the appointment of a Guardian ad Litem for infant defendant and Order of Court thereon appointing Edward P. McDonough such Guardian (5)fd.
14th September,1951	Answer of Edward P.McDonough duly appointed Guardian Ad Litem (6)fd.
26th February,1952	Depositions (7)fd.
27th February,1952	Submission for Decree (8)fd.
27th February,1952	Order of Reference (9)fd.
13th March,1952	Report of Auditor and Master (10)fd.
13th March,1952	Decree ratifying and confirming sale of leasehold property,624 W.Cross Street, to John F.Hamey and ratifying and confirming fee simple property Lot No.43, Plat of Bar Harbor to Dolores H.McKay and Carl M.McKay, her husband and appointing H.Ross Black,Jr.,Trustee, Bond $10,000.etc.(11)fd.
24th March,1952	Trustee's Approved Bond (12)fd.

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IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL ARTHUR DORSEY AND ROSIE M. DORSEY, his wife. * IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* NO. 10,521 EQUITY

****
ORDER TO DOCKET SUIT
****

MR. CLERK:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr., ASSIGNEE
9 Crain Highway
Glen Burnie, Maryland

Filed 16 July, 1952.

LIBER 411 PAGE 516 LIBER 80 PAGE 288

MORTGAGE FEE—COUNTY—$4.

No. 10,521 Equity.

This Mortgage, Made this 5th day June

in the year nineteen hundred and **forty seven, by and between Samuel Arthur Dorsey and Rosie M. Dorsey, his wife**

Mortgagor**s** of **Anne Arundel County** in the State of Maryland, of the first part,

and **Edward G. Lavender and Ida M. Lavender, his wife**

Mortgagee**s**, of the second part.

WITNESSETH, WHEREAS the said Samuel Arthur Dorsey and Rosie M. Dorsey, his wife, the said Mortgagors, are indebted unto the said Edward G. Lavender and Ida M. Lavender, his wife, the said Mortgagees, in the full and just sum of FIVE HUNDRED DOLLARS ($500.00) being the balance of the purchase price for the property hereinafter described and as evidencing said sum the said Mortgagors have passed unto the said Mortgagees, their joint and several promissory note for said sum of even date herewith and payable at the rate of Twenty five dollars ($25.00) per month, to be paid on the 5th day of each and every month and said payment shall first be credited to interest and the balance to be applied on account of principal. Said mortgage shall bear interest at the rate of six percent (6%) per annum. Said Mortgagors reserve the right to make larger payments at any monthly period.

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

Filed 16 July, 1947.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor**s** do grant and convey unto the said Mortgagee**s**, **their** heirs and assigns, in fee simple, all **that** lot or parcel of ground situate and lying in **Fourth District of Anne Arundel** County, aforesaid, and described as follows:

All that piece of land containing 2.96 acres of land, more or less situate near Millersville, and being the identical property which was granted and conveyed unto the said Mortgagors by Deed from Raymond B. Chaney and wife of even date herewith and recorded or intended to be recorded immediately prior hereto among the land records of Anne Arundel County, and in said Deed more particularly described.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the said Mortgagees, their**

heirs and assigns, forever.

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

heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Five hundred ($500.00)** Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the **said Mortgagors** shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said **Mortgagors,** for **themselves, their** heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said **Mortgagees, their heirs,** personal representatives or assigns, or **Eugene P. Childs,** their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and 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 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 ($100.00)** dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee **s, their heirs,** personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor **s, their heirs,** personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor **s** for **themselves, their** heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making 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 heirs,** personal representatives or assigns, or **Eugene P. Childs,** their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, 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**s, their heirs,** personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least **five hundred** 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 heirs,** 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 heirs,** personal representatives and assigns.

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

TEST:

Wilhelmina P. Hopkins

Samuel Arthur Dorsey (SEAL)
Samuel Arthur Dorsey

Rosie M. Dorsey (SEAL)
Rosie M. Dorsey

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 5th day of June in the year nineteen hundred and forty seven before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel Arthur Dorsey and Rosie M. Dorsey, his wife the Mortgagors named in the aforegoing Mortgage and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Edward G. Lavender, 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.

Wilhelmina P. Hopkins

Wilhelmina P. Hopkins, Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Recorded - 6th June, 1947, at 10'30 A.M.

Received for Record 16 Day of July 1952, at 2:50 P M and the same day recorded in Liber J.H.H., No. 411 Fol. 519, Land Records of Anne Arundel County.

John H Hopkins 3d Clerk

10521 Equity

Not paid

PURCHASE MONEY

MORTGAGE

No. 10521 Equity

FROM

Samuel Arthur Dorsey and

Rosie M. Dorsey, his wife

TO

Edward G. Lavender and

Ida M. Lavender, his wife

BLOCK NO.

Received for Record June 6, 1947 at 10:30 o'clock A M. Same day recorded in Liber JHH No. 411 Folio 516 &c., one of the Land Records of Ccco examined per John H Hopkins 3d Clerk.

Cost of Record, $

Paid 4.25

The Daily Record Company, Baltimore, Md.

ASSIGNMENT FOR PURPOSE OF FORECLOSURE

June 27th, 1952

We, the undersigned, do hereby assign the within mortgage unto John Demyan, Jr, Attorney, for the purpose of foreclosure.

WITNESS:

Amelia H. Tubman

Edward G. Lavender (SEAL)

Ida M. Lavender

Edward G. Lavender (SEAL)

Ida M. Lavender (SEAL)

LIBER 80 PAGE 292

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT FOR
REAL ESTATE OF SAMUEL ARTHUR * ANNE ARUNDEL COUNTY
DORSEY AND ROSIE M. DORSEY, his wife * NO. 10,521 EQUITY

****

STATEMENT OF CLAIM

****

Filed 16 July, 1952.

Advanced to Mortgage Loan	$ 500.00
Interest from February 16, 1951 to July 1, 1952	25.77
	$ 525.77
LESS: Dues paid to date	184.40
Balance Due	$ 341.37

Edward G. Lavender (SEAL)

Ida M. Lavender (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 1st day of July, 1952; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Edward G. Lavender and Ida M. Lavender, his wife, and they made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on their books.

WITNESS my hand and Notarial Seal.

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

Amelia H. Tubman
Notary Public

6

A STOCK COMPANY—ESTABLISHED 1890

LIBER 80 PAGE 293

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

No. 10,521 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN DEMYAN, JR. Assignee

as Principal, 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 ONE THOUSAND ($1,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of August in the year of our Lord nineteen hundred fifty-two.

Whereas, the above bounden JOHN DEMYAN, JR. Assignee

by virtue of the power contained in a mortgage from Samuel Arthur Dorsey and Rosie M. Dorsey to Edward G. Lavender and Ida M. Lavender bearing date the 5th day of June, 1947 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 411 Folio 516 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.

Filed 19 Aug., 1952.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden JOHN DEMYAN, JR. Assignee

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

In Testimony Whereof, the above bounden JOHN DEMYAN, JR. Assignee

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

Signed, sealed and delivered in the presence of

Edward G. Lavender

John DeMyan, Jr. (SEAL)

(SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Audrey M. Duley

By Ridgely P. Melvin
Attorney-in-fact

MD3228—1M. 5-42 103525
Mortgagee's or Attorney's Bond

Approved this 19 Aug 1952.
John H. Hopkins, 3rd, Clerk.

GEORGE SCIBLE - - - - - - - - - - - - - Auctioneer

LIBER 80 PAGE 294

JOHN DEMYAN, JR.
Attorney At Law
9 Crain Highway, Glen Burnie, Md.

No 10,521 Equity

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

PROPERTY LOCATED IN THE FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, NEAR MILLERSVILLE

Under and by virtue of the power of sale contained in a mortgage from Samuel Arthur Dorsey and Rosie M. Dorsey, his wife, to Edward G. Lavender and Ida M. Lavender, his wife, dated June 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 411, Folio 516 (default having occurred thereunder) the undersigned Assignee of said Mortgage will offer for sale by public auction, at the Court House Door, Church Circle Entrance, in the City of Annapolis, Maryland, on

Tuesday, August 19th, 1952

AT 11 O'CLOCK, A.M.

Filed 19 Aug., 1952.

the property described in said Mortgage, situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, near Millersville, and described as follows:

BEGINNING for the same at a point in the rear line of the 5-acre tract of land conveyed by Carey L. Meredith to Henry and Geraldine Price by deed, a record of which is filed in the Land Records of Anne Arundel County in Liber F. S. R. 97, Folio 467, said point of beginning located South 54° 13′ West 116.6 feet from an iron pipe at the northwesternmost corner of said tract and also in the center of an old dirt roadway; thence with the center line of said old roadway the following, North 35° 58′ West 267.7 feet, North 61° 55′ West 158.8 feet, and North 42° 12′ West 138.5 feet to a hub set in the outline of the tract of land recently conveyed to Elizabeth Foxwell, thence with the two outlines of said Foxwell conveyance North 55° 12′ East 358.0 feet to a stone, and South 62° 23′ East 622.0 feet to a wooden hub set at the northwesternmost corner of Hamilton's lot, thence with the West line of said Hamilton's lot and with part of the West line of the first mentioned Price lot South 54° 13′ West 544.4 feet to the place of beginning. Containing 5.56 acres together with a right of way leading across the rear of part of the lot belonging to Geraldine and Henry Price, all of the rear of the lot belonging to Gant, and thence running between the south line of Gant's lot and the North line of Harris' lot to the Crain Highway, as surveyed by J. R. McCrone, Jr., Registered Profsesional Engineer and Land Surveyor, in March, 1944; saving and excepting therefrom all the property which was granted and conveyed by deed from Raymond B. Chaney and wife and others to Nelson M. Turner and wife dated March 13, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 324, Folio 480, containing 2.6 acres and being the northwesternmost portion of the above mentioned 5.56 acres.

BEING the same property which the said Samuel Arthur Dorsey and Rosie M. Dorsey acquired from Raymond B. Chaney and Grace E. Chaney, his wife, by deed dated June 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 411, Folio 513.

IMPROVEMENTS: Four-room frame dwelling.

TERMS OF SALE: A cash deposit of $100.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR., Assignee,
9 Crain Highway, Glen Burnie, Md.

Annapolis, Maryland

August 19th, 1952

THIS IS TO CERTIFY, That I have this 19th day of August, 1952, sold the property described by said advertisement in the Fourth Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 411, Folio 513; at and for the sum of One Thousand and Seventy Five ($1,075.00---------- Dollars, to Nelson M. Turner and Helen S.Turner, his wife---------- They being then and there the highest bidder for said property.

Filed 19 Aug., 1952.

George Scible
Auctioneer

ANNAPOLIS, MARYLAND

August 19th, 1952

I HEREBY CERTIFY that I have this 19th day of August, 1952, purchased from John Demyan, Jr., Assignee, the property situated in the Fourth Election District of Anne Arundel County, and descirbed in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 411, Folio 513, at and for the sum of One Thousand and Seventy Five ($1,075.00)---------- Dollars, and do___ hereby agree to comply with the terms of sale.

Nelson M. Turner

Helen S. Turner

Purchaser

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LIBER 80 PAGE 296

IN THE MATTER OF THE MORTGAGED *
REAL ESTATE OF SAMUEL ARTHUR DORSEY *
and ROSIE M. DORSEY, his wife *
*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10,521 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John Demyan, Jr., Assignee, filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Samuel Arthur Dorsey and Rosie M. Dorsey, his wife, to Edward G. Lavender and Ida M. Lavender, his wife, dated June 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 411, Folio 516; the said John Demyan, Jr., Assignee in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, had George Scible, Auctioneer make the announcement that said house had three (3) rooms in said house and not four (4) rooms as stated in the "handbills" and Publication in the Maryland Gazette; and then and there offered the property in said mortgage described at public auction, at the Court House Door, Church Circle Entrance, City of Annapolis, State of Maryland; Tuesday, August 19th, 1952, at 11 o'clock, A.M., and then and there sold the said property to Nelson M. Turner and Helen S. Turner, his wife---------- at and for the sum of One Thousand and Seventy Five ($1,075.00)---------- Dollars, being at that figure the highest bidder therefore, said property being the following:

All that parcel of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, near Millersville, and described as follows:

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BEGINNING for the same at a point in the rear line of the 5-acre tract of land conveyed by Carey L. Meredith to Henry and Geraldine Price by deed, a record of which is filed in the Land Records of Anne Arundel County in Liber F.S.R. 97, Folio 467, said point of beginning located South 54° 13' West 116.6 feet from an iron pipe at the northwesternmost corner of said tract and also in the center of an old dirt roadway; thence with the center line of said old roadway the following, North 35° 58' West 267.7 feet, North 61° 55' West 158.8 feet, and North 42° 12' West 138.5 feet to a hub set in the outline of the tract of land recently conveyed to Elizabeth Foxwell, thence with the two outlines of said Foxwell conveyance North 55° 12' East 358.0 feet to a stone and South 62° 23' East 622.0 feet to a wooden hub set at the northwesternmost corner of Hamilton's lot, thence with the West line of said Hamilton's lot and with part of the West line of the first mentioned Price lot South 54 13' West 544.4 feet to the place of beginning. Containing 5.56 acres together with a right of way leading across the rear of part of the lot belonging to Geraldine and Henry Price, all of the rear of the lot belonging to Gant, and thence running between the south line of Gant's lot and the North line of Harris' lot to the Crain Highway, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in March, 1944; saving and excepting therefrom all the property which was granted and conveyed by deed from Raymond B. Chaney and wife and others to Nelson M. Turner and wife, dated March 13, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 324, Folio 480, containing 2.6 acres and being the northwesternmost portion of the above mentioned 5.56 acres.

AND the said Assignee further reports that he has received from the purchaser /One Thousand and Seventy Five ($1075.00) Dollars, and ~~a deposit as required by the terms of said sale~~ /other and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: A cash deposit of $100.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Assignee further states that the said sale was fairly made to the highest bidder aforesaid.

George Scible
Auctioneer

John Demyan, Jr.
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 19 day of August, 1952; before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared, John Demyan, Jr., Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public

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ORDER NISI

LIBER 80 PAGE 299

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
SAMUEL ARTHUR DORSEY and
ROSIE M. DORSEY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,521 Equity

Filed 19 Aug., 1952.

Ordered, this 19 day of August, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Assignee, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of September next.

The report states that the amount of sales to be $ 1,075.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
SAMUEL ARTHUR DORSEY and
ROSIE M. DORSEY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

.....Term, 19

Filed 30 Sept., 1952.

ORDERED BY THE COURT, This 30th day of September, 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 80 PAGE 300

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 26, 1952

We hereby certify, that the annexed

Order Nisi - Mortage

Equity No. 10,521

Samuel Dorsey

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 29 day of Sept., 1952 The first insertion being made the 4th day of Sept., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By T. Green

No. MG 14

Filed 26 Sept., 1952

ORDER NISI.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,521 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL DORSEY and ROSIE M. DORSEY, His Wife.

Ordered, this 19th day of August, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of September next.

The report states that the amount of sales to be $1,075.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-18

LIBER 80 PAGE 301

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~Wax~~
Samuel Arthur Dorsey
and
Rosie M. Dorsey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,521 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 10 Oct., 1952.

October 6, 1952

All of which is respectfully submitted.

Laura K. Hobbins
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Samuel Arthur Dorsey and Rosie M. Dorsey, his wife

			in ac.
To Assignee for Fee, viz:	100 00		
To Assignee for Commissions, viz:	61 00	161	00
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	18 75		
Auditor - stating this account	9 00	37	75
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	63 76		
Capital-Gazette Press - handbills	10 30		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Fidelity & Deposit Co. of Md. - bond premium	10 00		
George W. Scible - auctioneer 's fee	25 00		
One-half Federal revenue stamps	83		
One-half State revenue stamps	82		
Amelia H. Tubman - notary fee	50		
Clemence C. Burwell - notary fee	50	125	71
To Assignee for Taxes, viz:			
1951 State and County taxes	25 05		
1952 State and County taxes ($16.02-adj.)	10 19	35	24
To Edward G. Lavender and Ida M. Lavender, his wife, mortgagees - in full for mortgage claim	341 37	341	37
To Samuel A. Dorsey and Rosie M. Dorsey, his wife, mortgagors - this balance	373 93	373	93
		1,075	00

with John Denyan, Jr., Assignee

				Cr.
1952				
Aug.	19	Proceeds of Sale	1,075 00	1,075 00
				1,075 00

17

Filed 10 Oct., 1952.

Filed 9 Jan., 1953.

LIBER 80 PAGE 304

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~VERSUS~~
Samuel Arthur Dorsey
and
Rosie M. Dorsey, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,521 Equity.

ORDERED, This 10 day of October, 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 17 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of November next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of January, 19 53, 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.

OFFICE OF

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 10th 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,521 Samuel Arthur Dorsey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of November, 1952 The first insertion being made the 16th day of October, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M.G. 1446

19

Filed 8 Jan., 1953.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,521 Equity

In The Matter Of The Mortgaged Real Estate of SAMUEL ARTHUR DORSEY and ROSIE M. DORSEY, His Wife.

Ordered, this 10th day of October, 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 17th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-30

Laura E. Fendlay, Mayo, Maryland.	:	No. 10,419 ~~Law~~ Equity
	:	In the
vs.	:	Circuit Court
	:	for
Arthur Fendlay, c/o Warren Robbins, 805 McArthur Blvd., Macon, Ga.	:	Anne Arundel County

: : : : : : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Oratrix humbly complaining, says:

1.

That by deed dated March 11th, 1939, from Thomas E. Collison and Etta May Collison, his wife, and George B. Woelfel, Trustee, mortgagee, the parties to this suit became vested as tenants by the entireties to all that lot or parcel of ground in said County, being Lot No. 122 and the western one-half of Lot No. 123 as designated on a plat of "CLOVERLEA" dated June 4th, 1926, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 27, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

2.

That being so seized and possessed on or about the first day of May, 1947, your Oratrix was divorced a vinculo matrimonii from the said defendant Arthur Fendlay and that title to the property then became held as tenants in common by virtue in law.

3.

That Arthur Fendlay left this part of the country in 1944 and was last heard of in Macon, Georgia.

4.

That the said real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

Filed 26 Feb., 1952.

Wherefore, your Petitioner, prays:

1. That a trustee may be appointed by this Honorable Court to make sale of the real estate in these proceedings mentioned for the purpose of partition and to divide the proceeds arising therefrom among the parties entitled thereto according to their respective interests.
2. That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Oratrix
9-11 School Street
Annapolis, Maryland.

(INT. REV. STAMPS $1.00) (MD. STATE STAMP $1.00)

THIS DEED made this eleventh day of March, 1939, by and between Thomas E. Collison and Etta May Collison, his wife, of the first part; George B. Woelfel, Trustee, Mortgagee, as hereinafter mentioned, of the second part, said parties of the first and second part hereinafter called "GRANTORS"; and Arthur F. Fendlay and Laura E. Fendlay, his wife, of the third part, hereinafter called "GRANTEES", all of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said GRANTORS do hereby grant, convey and release unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple,

All that lot and part of a lot of ground situate in the First Election District of Anne Arundel County, State of Maryland, being Lot Number One Hundred and Twenty Two (122) and the adjoining and southwestern one-half of Lot Number One Hundred and Twenty Three (123) as designated on the plat of "CLOVERLEA", dated June 28, 1926, and recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2 folio 32. Being parts of the property which were conveyed to the said Thomas E. Collison and Etta May Collison, his wife, by two deeds: one, from George B. Woelfel, Trustee, dated March 5, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160 folio 292; and the other, from John N. Collison and Susan Collison, his wife, dated February 28, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 185 folio 42; the said George B. Woelfel, Trustee, uniting in the execution of these presents for the purpose of releasing the above described property, hereby conveyed, from the legal operation and effect of the mortgage from the said Thomas E. Collison and Etta May Collison, his wife, to him, the said George B. Woelfel, Trustee, dated March 5, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 160 folio 288; the said George B. Woelfel, Trustee, retaining, however, the lien of said mortgage as to the remainder of the property thereby conveyed.

Filed 26 Feb., 1952. Re-filed 27 May, 1952.

Fendlay - Ex. Plaintiff's No. 1 Ex. amended to Ex. Chancery, Ex. amended

Plaintiff's Exhibit No. 1

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

TO HAVE AND TO HOLD the above described property unto and to the use and benefit of the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple.

AND THE said parties of the first part hereby covenant that they will WARRANT SPECIALLY the lots of ground hereby intended to be conveyed, and will execute such other and further assurances of the same as may be requisite and necessary.

WITNESS the hands and seals of the said GRANTORS,

TEST:

RUBY W. CHANEY

THOMAS E. COLLISON (SEAL)

ETTA MAY COLLISON (SEAL)

GEORGE B. WOELFEL (SEAL)
TRUSTEE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this eleventh day of March, 1939, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Collison and Etta May Collison, his wife, and George B. Woelfel, Trustee, and acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

RUBY W. CHANEY

NOTARY PUBLIC

Recorded March 13, 1939 - 10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 198 Folio 27 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 February A.D., 1952.

John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

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Laura E. Fendlay, Mayo, Maryland.	:	No. 10,419 Equity
vs.	:	In the
	:	Circuit Court
Arthur Fendlay, c/o Warren Robbins, 805 McArthur Blvd., Macon, Ga.	:	for
	:	Anne Arundel County
	:	

: : : : : : : : : :

ORDER OF PUBLICATION

This is a suit brought by the Plaintiff against the Defendant seeking the appointment of a trustee by the Court to sell the real estate therein described for the purpose of partition and to divide the proceeds arising therefrom and for such other and further relief as the case may require.

Filed 26 Feb., 1952.

The bill recites:

That by deed dated March 11th, 1939, from Thomas E. Collison and Etta May Collison, his wife, and George B. Woelfel, Trustee, mortgagee, the parties to this suit became vested as tenants by the entireties to all that lot or parcel of ground in said County, being Lot No. 122 and the western one-half of Lot No. 123 as designated on a plat of "CLOVERLEA" dated June 4th, 1926, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 27, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

That being so seized and possessed on or about the first day of May, 1947, your Oratrix was divorced a vinculo matrimonii from the said defendant Arthur Fendlay and that title to the property then became held as tenants in common by virtue in law.

That Arthur Fendlay left this part of the country in 1944 and was last heard of in Macon, Georgia.

That the said real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

It is thereupon ordered by the Circuit Court for Anne Arundel County, this 26 day of February, 1952, that the Plaintiff, by causing a copy of this order to be inserted in some daily newspaper, published in Anne Arundel County, once a week for four successive weeks, before the 31 day of March, 1952, giving notice to the said absent defendant of the object and purpose of this bill of complaint, warning him to be and appear in this Court, in person or by solicitor, on or before the 16 day of April, 1952, and show cause, if any he may have, why the relief prayed for herein by the complainant should not be granted.

John H. Hopkins, 3rd,
Clerk

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,419 Eq

LAURA H. FENDLAY, Loyo, Maryland.

Vs.

ARTHUR FENDLAY, c/o WARREN ROBBINS, 805 McArthur Blvd., Macon, Ga.

ORDER OF PUBLICATION

This is a suit brought by the Plaintiff against the Defendant seeking the appointment of a Trustee by the Court to sell the real estate therein described for the purpose of partition and to divide the proceeds arising therefrom and for such other and further relief as the case may require.

The bill recites:

That by deed dated March 11th, 1939, from Thomas E. Collison and Etta May Collison, his wife, and George B. Woelfel, Trustee, mortgagee, the parties to this suit became vested as tenants by the entireties to all that lot or parcel of ground in said County, being Lot No. 122 and the western one-half of Lot No. 123 as designated on a plat of "CLOVERLEA" dated June 4th, 1926, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 27, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

That being so seized and possessed on or about the first day of May, 1947, your Orator was divorced a vinculo matrimonii from the said defendant Arthur Fendlay and that title to the property then became held as tenants in common by virtue in law.

That Arthur Fendlay left this part of the country in 1944 and was last heard of in Macon, Georgia.

That the said real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

It is thereupon ordered by the Circuit Court for Anne Arundel County, this 20th day of February, 1952, that the Plaintiff, by causing a copy of this order to be inserted in some daily newspaper, published in Anne Arundel County, once a week for four successive weeks, before the 31st day of March, 1952, giving notice to the said absent defendant of the object and purpose of this bill of complaint, warning him to be and appear in this Court, in person or by solicitor, on or before the 16th day of April, 1952, and show cause, if any he may have, why the relief prayed for herein by the complainant should not be granted.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 9 May, 1952

LIBER 80 PAGE 311

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1952

We hereby certify, that the annexed Order of Publication - Equity 10,419 Laura H. Fendlay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1952. The first insertion being made the 28th day of February, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

LIBER 80 PAGE 312

LAURA H. FENDLAY : No. 10,419 Equity

VS.

ARTHUR FENDLAY. : IN THE

CIRCUIT COURT

FOR

: ANNE ARUNDEL COUNTY

: : : :

PETITION FOR DECREE PRO CONFESSO AND ORDER OF COURT THEREON

TO THE HONORABLES, JUDGE OF THE SAID COURT:

The Petition of Laura H. Fendlay respectfully shows:

1. That your Petitioner has filed her Bill of Complaint in this Honorable Court and has published the Order of Publication as directed.
2. That though the time for the Defendant to appear and answer said Complaint, he has failed to do so.

Wherefore, Your Petitioner Prays:

1. That the Bill of Complaint in this case may be taken Pro Confesso, and that leave may be granted her to take testimony before some Standing Examiner of this court.

AND AS IN DUTY BOUND, ETC.

George B. Hocker

Solicitor for Complainant

Filed 9 May, 1952

Filed 12 May, 1952.

ORDER OF COURT

Upon the aforegoing Petition, it is this 12th day of May, 1952, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed that the Bill of Complaint in this

case be, and the same is hereby taken Pro Confesso, and leave is hereby granted to the Plaintiff to take whatever testimony she may desire before any Standing Examiner of this court to substantiate the allegations of the Bill.

Benjamin Richardson
JUDGE

LAURA E. FENDLAY,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
ARTHUR FENDLAY,	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	No. 10,419 Equity
	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 12, 1952

Filed 27 May, 1952

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Laura H. Fendlay, pages 2, 3.

Thos. Edw. Collison, pages 3, 4.

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Laura H. Fendlay, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Laura H. Fendlay, Mayo, Maryland.

2. You were the wife of Arthur Fendlay?

A. That's right.

3. Did you and he own any real estate in the First Election District of Anne Arundel County.

A. Yes we did.

4. Is that the property you acquired by deed dated March 11, 1939, from Thomas E. Collison and Etta May Collison, his wife, and George B. Woelfel, Trustee to you and your husband as tenants by the entireties?

A. Yes.

5. I hand you a certified copy of said deed filed in this case as Plaintiff's Ex. 1, which conveyed Lots 122 and the western half of 123 on the Plat of Cloverlea, dated June 4, 1926, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 27 and ask you if this is a certified copy of your deed?

A. Yes. (CERTIFIED COPY OF DEED FILED AS PL. EX. 1 MARKED EXAMINER'S EX. 1)

6. Are you and your husband now living together?

A. No.

7. When did you obtain a divorce from him?

A. May 1, 1947.

8. Did you obtain an absolute divorce?

A. Yes.

9. Where was that divorce granted?

A. In the Circuit Court for Anne Arundel County.

(CERTIFIED COPY OF DIVORCE DECREE MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

10. Your husband left in 1944?

A. Yes.

11. In what city was he last in when you heard from him?

//

A. Macon, Georgia.

12. Can this real estate be divided in kind without material loss or injury to the parties in interest?

A. No.

13. Why not?

A. The place is too small ; it is a little house and it cannot be divided.

14. How large is the lot?

A. 75 feet front by 110 feet deepth.

15. What improvements are on this lot?

A. It has a three room house with a front and back porch, no running water, no bathroom, no central heating plant, no cellar.

16. What, in your estimation, is the fair market value of this property?

A. About $1500.00.

17. Do you think it is necessary that the property be sold and the money divided?

A. Yes.

18. Is there a mortgage on the property now?

A. Yes.

19. Who holds the mortgage?

A. First Federal Building and Loan.

20. How much is the balance now due on it?

A. $209.00.

(Mr. Klawans)

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

Laura H. Fendlay
Laura H. Fendlay

****

Thomas Edward Collison, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Thomas Edward Collison, Edgewater, Maryland.

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2. Do you know the parties to this suit, Laura H. Fendlay and Arthur F. Fendlay?

A. Yes I do.

3. How long have you known them?

A. Ever since the early '30's, close to 25 years.

4. Did you sell them any real estate in Anne Arundel County?

A. Yes I sold him the lot and built a little place there for him there.

5. Is that the property in question today?

A. Yes, that is the property.

6. What do you do for a livlihood?

A. Grocery business and real estate.

7. What real estate are you in particularly?

A. I have the development of Cloverlea and some other around through the County.

8. This property in question is located at Cloverlea?

A. Yes.

9. Do you know the fair market values of properties located there?

A. I do because I buy and sell them.

10. What is the fair market value of this property in question?

A. She said $1500 but the house at the present time has to have a new roof on it; I would say between $1200 and $1500.

11. Do you think it could be divided in kind without loss or injury?

A. It would be impossible.

12. Why?

A. Because if one took the ground and one the house, it would be no way to divide it.

13. Do you think it is necessary to have it sold and the money divided?

A. That is the only way it would straighten it out.

14. How much did you sell this property to them for?

A. Furnished the land and house for a thousand dollars.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I think the children that he left behind and made her take care of should have something out of this thing in order to help her. If he got his half out of it, I think he would get the best end of the deal."

Thomas E Collison
Thomas Edw. Collison

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There being n° 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 27th day of May, 1952.

Emanuel Kaufman (SEAL)
Examiner

E.K. $10.00
K.H.McC. $5.00

LAURA H. FENDLAY

VS.

ARTHUR F. FENDLAY

No. 3031 Divorces—Equity.
In the Circuit Court for Anne Arundel County, Maryland.

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

Whereupon it is ordered this 1st day of May, Nineteen Hundred and forty-seven, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, LAURA H. FENDLAY, be and is hereby divorced "a vinculo matrimonii" from the defendant the said ARTHUR F. FENDLAY.

AND it is further adjudged, ordered and decreed that the plaintiff, LAURA H. FENDLAY, be and she is hereby awarded the guardianship and custody of JOHN MATTHEW FENDLAY, age 8, and BENJAMIN FRANKLIN FENDLAY, age 4, the infant children of said marriage, and that the said ARTHUR F. FENDLAY be charged with their maintenance and support, subject to the further order of this Court.

Filed 27 May, 1952.

And is further adjudged, ordered and decreed that the defendant pay the costs of these proceedings.

William J. McWilliams
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the forgoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 1st day of May, A. D., 19 47.

John W. Watkins 3rd, Clerk.

No. 10,419 Eq.
Fendlay - Fendlay
Examiner's Exh. 2
E. H. Laursen, Examiner

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LAURA H. FENDLAY : No. 10,419 Equity

VS. :

ARTHUR FENDLAY : IN THE

: CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY

: : : : :

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to this Court that said real estate in these proceedings mentioned cannot be divided in kind without material loss and injury,

It is thereupon this 10th day of ~~May~~ June, in the year 1952, by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered, and Decreed that the real estate in these proceedings mentioned be sold, And that George B. Woelfel be and he is hereby appointed Trustee to make said sale and 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 Two 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 weeks' notice by advertisement inserted in some weekly or daily newspaper, printed and published in Anne Arundel County as he shall deem proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Two hundred ($200) dollars on the day of sale, the balance to be paid in cash upon the final ratification of the sale or all cash at the option of the purchaser, the credit portions to bear interest at the rate of 6%

Filed 10 June, 1952.

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per annum from the day of sale and to be secured to the satisfaction of the said Trustee and as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of such sale and upon obtaining the Court ratification of the sale and upon the payment of the whole purchase money and not before the said Trustee shall by a good and sufficient deed, to be acknowledged, and recorded according to law, convey unto the purchaser or purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto Plaintiff and Defendant and of those claiming by, from or under them or either of them; And the said Trustee shall bring into this Court the money arising from the 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 the Court might think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Mucha JUDGE.

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LIBER 80 PAGE 322

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10.419 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2000.00) current money to be paid to the said State or to 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 assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 13thday of June, 1952.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Laura Fendlay vs. Arthur Fendlay," No. 10,419 Equity, dated June 10, 1952. George B. Woelfel, the above bounden, was appointed Trustee to make sale of the property described in said proceedings, and whereas the said George B. Woelfel is about to execute said power and make sale of the property aforesaid,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then the obligation set forth above shall be void and of none effect; otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff
Mary M. Hoff

Virginia Merritt
Virginia Merritt

George B. Woelfel (SEAL)
George B. Woelfel, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins IV
John H. Hopkins, IV, Attorney-in-fact.

Surety.

Approved this 23 June, 1952
John H. Hopkins, 3rd, Clerk.

Filed 23 June, 1952

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LIBER 80 PAGE 323

Laura E. Fendlay,	:	No. 10419 Equity
	:	In the Circuit Court
vs.	:	for
Arthur Fendlay	:	Anne Arundel County
	:	

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

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

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

I hereby certify that upon this 15th day of July, 1952, I sold the within described property unto LAURA E. FENDLAY at and for the sum of Six hundred and 00/00 Dollars, she being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness: G. W. Scible (Seal)
Auctioneer

George B. Woelfel

I hereby certify that upon this 15th day of July, 1952, I purchased from George B. Woelfel, Trustee, the within described property at and for the sum of Six hundred and 00/00 Dollars, and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness: Laura E. Fendlay (Seal)
Purchaser

George B. Woelfel

Filed 16 July, 1952

PUBLIC SALE OF BUNGALOW AT CLOVERLEA

This property is improved by a 3 room bungalow with a front and back porch, has no running water, no bathroom, no central heating plant and no cellar.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated June 10th, 1952, and passed in a cause therein pending wherein Laura E. Fendlay, was plaintiff, and Arthur Fendlay, was defendant, the same being No. 10419 Equity, the Undersigned Trustee will offer said property for sale at public auction at the Court House Door in the City of Annapolis, on

TUESDAY, JULY 15TH, 1952,
AT 10 O'CLOCK A. M., D. S. T.,

All that lot of ground situate, lying and being at Cloverlea in the First Election District of Anne Arundel County, being Lot No. 122 and the adjoining southwest half of Lot 123 as designated on a plat of Cloverlea dated June 28th, 1926, and recorded among the Land Records of Anne Arundel County in Liber P. S. R. No. 2, folio 82. Being the same property which was conveyed by Thomas E. Collison and Etta May Collison, his wife, to Arthur Fendlay and Laura E. Fendlay, his wife, by deed dated March 11th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 198, folio 27.

Improvements: This property is improved by a three room bungalow with a front and back porch, no running water, no bathroom, no central heating plant and no cellar.

There is a balance due the First Federal Savings and Loan Association of Annapolis of approximately $200. This amount or whatever amount is due will be paid off out of the proceeds of sale so that the purchaser will get an absolute and fee simple title.

Terms of Sale: A deposit of $200 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6%. Taxes, insurance, etc., to be adjusted as of day of sale.

For further particulars, apply:
GEORGE B. WOELFEL, Trustee,
9-11 School St., Annapolis, Md.
GEORGE W. SCIBLE, Auctioneer.

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Laura E. Fendlay	:	No. 10419 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Arthur Fendlay	:	Anne Arundel County
	:	

: : : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee appointed by a decree of this Court, passed in the above entitled cause, dated the 10th day of June, 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 said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis, on the 15th day of July, 1952, at 10 o'clock A.M., D.S.T., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in said decree, situate in the First Election District of Anne Arundel County, and more particularly described as follows:

All that lot of ground situate, lying and being at Cloverlea in the First Election District of Anne Arundel County, being Lot No. 122 and the adjoining southwest half of Lot No. 123 as designated on a plat of Cloverlea dated June 28th, 1926, and recorded among the Land Records of Liber F.S.R. No. 2, folio 32.

Filed 16 July, 1952.

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Being the same property which was conveyed by Thomas E. Collison and Etta May Collison, his wife, to Arthur Fendlay and Laura E. Fendlay, his wife, by deed dated March 11th, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 198, folio 27.

And your Trustee sold the above described property unto Laura E. Fendlay at and for the sum of Six hundred (#600) Dollars, she being at that figure the highest bidder therefore, the terms of said sale being a deposit of Two Hundred ($200) Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 15th day of July, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

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ORDER NISI

LIBER 80 PAGE 326

LAURA E. FENDLAY

versus

ARTHUR FENDLAY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,419 Equity

Filed 16 July, 1952.

Ordered, this 16 day of July, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, ~~X~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August next.

The report states that the amount of sales to be $ 600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

LAURA E. FENDLAY

versus

ARTHUR FENDLAY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 26 Aug., 1952.

ORDERED BY THE COURT, This 26th day of August finally, 19 52, 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 Mackubin A.J.

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LIBER 80 PAGE 327

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,419 Equity

LAURA E. FENDLAY
Vs.
ARTHUR FENDLAY

Ordered, this 16th day of July, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

The report states that the amount of sales to be $600.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-14

Filed 26 Aug. 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 23, 1952

We hereby certify, that the annexed

Order Nisi - Sale
No. 10419 Equity
Laura E. Fendlay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1952 The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG 25

In the Case of

Laura E. Fendlay

VS.

Arthur Fendlay

In the

Circuit Court

For

Anne Arundel County

No. 10,419 Equity

To the Honorable, the Judges of said Court:

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

Filed 21 Oct., 1952.

October 14, 1952

All of which is respectfully submitted.

Laura K. McKelvin
Auditor.

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Dr. Laura E. Fendlay vs. Arthur Fendlay in ac.

To Trustee for Commissions, viz:	39 00		
To Trustee for Fee (Order 10/3/52) viz:	100 00		139 00
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	29 25		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan -Stenographer's fee	5 00		
Auditor - stating this account	9 00		63 25
To Trustee for Expenses, viz:			
Capital-Gazette Press - order of publication	42 52		
Capital-Gazette Press - advertising sale	36 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Clerk of Court - certified copy of deed	1 25		
Globe Indemnity Co. - bond premium	10 00		
George W. Scible - auctioneer's fee	15 00		
One-half Federal revenue stamps		55	
One-half State revenue stamps		55	
Mary M. Hoff - notary fee		50	120 61
To Trustee for Taxes, viz:			
1952 State and County Taxes ($38.09-adj.)	20 63		20 63
To Trustee for Liens, viz:			
First Federal Savings & Loan Ass'n - in full for balance due on mortgage	190 17		190 17
Balance for distribution, viz: $ 66.34			
Distributed as follows:			
To Arthur Fendlay - one-half	33 17		
To Laura E. Fendlay - one-half	33 17		66 34
			600 00

25

with George B. Woelfel, Trustee

Cr.

1952				
July	15	Proceeds of Sale	600 00	600 00
				600 00

LIBER 80 PAGE 331

ORDER NISI

Laura E. Fendlay

VERSUS

Arthur Fendlay

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,419 Equity.

ORDERED, This 21 day of October, 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 24 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24 day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 25 Nov, 1952. Filed 21 Oct, 1952

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of November, 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

OFFICE OF Judge.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,419 Equity
LAURA E. FENDLAY
Vs.
ARTHUR FENDLEY.

Ordered, this 21st day of October, 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 24th day of November next; Provided, copy of this Order be inserted in some newspaper published in Anne Arunde County, once in each of three successive weeks before the 24th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-6

Filed 24 Nov, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 7th 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity Number 10,419
Laura E. Fendley

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 24th day of November, 1952. The first insertion being made the 23rd day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. .....

28

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

HAL C. B. CLAGETT,
Assignee,

vs.

ZADA E. BAKER and
RODERICK S. PATTERSON,

Defendants.

Equity No. 10,492

Filed 4 June, 1952.

TITLING

Mr. Clerk:

Please docket the above styled suit and file original mortgage and mortgage note from Zada E. Baker, widow, and Roderick S. Patterson, divorced, to Mary G. Brooke, dated February 27, 1946 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 353 at folio 163, and assigned to Hal C. B. Clagett for the purpose of foreclosure.

Hal C. B. Clagett - Assignee.

MARYLAND MORTGAGE FEE: Countie ode

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

LIBER 80 PAGE 333 No. 10,492 Equity

This Mortgage

Made this 27th *day of* February *in the year one thousand nine hundred and* forty-six- - - - -, *by and between* Zada E. Baker, widow, and Roderick S. Patterson, divorced,

parties of the first part, and

Mary G. Brooke,

party of the second part:

Whereas, the said Zada E. Baker and Roderick S. Patterson stand justly indebted unto Mary G. Brooke in the full and just sum of Three thousand seven hundred ($3,700.00) Dollars, being a part of the purchase price of the hereinafter described property, for which sum they have given their one principal promissory note of even date herewith, payable to the order of Mary G. Brooke, in monthly installments of Fifty ($50.00) Dollars (with the privilege of making larger payments in any amount) on or before the 27th day of each and every month after date, until paid, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid at the rate of five per cent per annum, and the balance thereof credited to the principal;

Filed 4 June, 1932

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

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

BEGINNING at a point on the Southwest side of the Southern Maryland Boulevard and running thence in a Northeasterly direction 301 feet, more or less, to the intersection of the Southern Maryland Boulevard and the Leon Road, thence with the Leon Road in a Southwesterly direction 312 feet to a black oak tree, thence in a Northerly direction 153 feet to the point of beginning.

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 party of the second part,* her *heirs and assigns forever.*

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

And *it is agreed that, until default be made in the premises, the part* ies *of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said* parties of the first part, *for th* emselves *and for* their *heirs, executors, administrators and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said* party of the second part, her *heirs and assigns or* Lansdale G. Sasscer and/or J. Dudley Digges, *their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz.: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in* Anne Arundel *County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply,* First *to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged,*

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

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

And the said parties of the first part, for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least Three thousand seven hundred 00/100 Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said party of the second part, her personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness their hands and seals.

TEST: Max Muller — Zada E. Baker [SEAL]
MAX MULLER
as to both

Roderick S. Patterson [SEAL]

Zada E. Baker

Roderick S. Patterson

DISTRICT OF COLUMBIA
CITY OF WASHINGTON } ss:

I Hereby Certify that on this 27th day of February in the year of our Lord one thousand nine hundred and forty-six- - - before the subscriber, a Notary Public of the said District of Columbia in and for the District of Columbia aforesaid, personally appeared in said District, Zada E. Baker, widow, and Roderick S. Patterson, divorced,

grantors in the aforegoing deed and they acknowledged the foregoing Mortgage to be their act.

Witness my hand and official seal.

Max Muller
MAX MULLER - Notary Public.

STATE OF MARYLAND
PRINCE GEORGE'S COUNTY } ss:

I Hereby Certify that on this 27 day of February in the year one thousand nine hundred and forty-six- - - - - - - - before the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared in said County, Mary G. Brooke,

the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

Witness my hand and official seal.

Ida E. Wyvill
IDA E. WYVILL Notary Public.

ASSIGNMENT

[redacted] I hereby assign the within Mortgage to Hal C. B. Clagett for the purpose of foreclosure.

Witness my hand and seal this 28th day of May, 1952.

TEST: _____ Mary G. Brooke [SEAL]
Mary G. Brooke

State of Maryland
Prince George's } ss:

I Hereby Certify that on this 29th day of May in the year one thousand nine hundred and fifty two before the subscriber, a in and for aforesaid, personally appeared Mary G. Brooke above-named assignee, and made oath that he ha not required the Mortgagor, h agent or attorney, or any person for the said Mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require the same to be paid by the Mortgagor or any person for h during the existence of this Mortgage.

Witness my hand and official seal.

Ann Le Bach
Notary Public.

S. assign
Received for Record 4 Day of June 1952, at 10-01 A M and the same day recorded in Liber J.H.H. No. 353 Fol. 163, Land Records of Anne Arundel County.
John H. Hopkins 3d Clerk
30 4

FROM
Zada E. Baker
Roderick S. Patterson
TO
Mary G. Brooke

Received for Record on the 5th day of March, A. D. 1946 at 11-15 o'clock A M., and recorded in Liber No. J.H.H. 353 at folio 163, one of the Land Records for the
John H. Hopkins 3d Clerk.

Return to:
Mary G. Brooke,
Upper Marlboro, Maryland.

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

Mortgage

RELEASE

hereby release the within Mortgage.

Witness my hand and seal this day of , 19 .

TEST: _____ _____ [SEAL]

LIBER 80 PAGE 337

No. 10,492 Equity.

$ 3,700.00 Upper Marlboro, Md., February 27, 1946

For value received we, Zada E. Baker and Roderick S. Patterson, promise to pay to the order of MARY G. BROOKE the sum of Three thousand seven hundred 00/100 Dollars, with interest until paid at the rate of five per centum per annum.

Said principal and interest payable in monthly installments of Fifty 00/100 Dollars (with the privilege of making larger payments in any amount), on or before the 27th day of each and every month after date, until paid; each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

Zada E. Baker
Zada E. Baker

Roderick S Patterson
Roderick S. Patterson

Address

Tract of land at Bristol, Eighth Election District, Anne Arundel County, Maryland.

Secured by a first mortgage on

4 June 1952.

Payments on account of the above note, and interest, are acknowledged as follows

DATE OF PAYMENT	INTEREST DUE	TO PRINCIPAL	BALANCE PRINCIPAL DUE
			2211.81
Int Due 6/17/52			65.82
			2337.63
Total Due			

Filed

DATE OF PAYMENT	INTEREST DUE	TO PRINCIPAL	BALANCE PRINCIPAL DUE

6

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

HAL C. B. CLAGETT,
Assignee,

vs.

ZADA E. BAKER and
RODERICK S. PATTERSON,
Defendants.

Equity No. 10492

Filed 4 June, 1952.

STATEMENT OF DEBT

Balance due on principal	$2,271.81
Interest from Nov. 17,1951 to June 17, 1952 at 5%	65.82
Insurance: Policy No. 25017 - 1951 - $18.90 Policy No. 22221 - 1952 - 31.30	50.20
	$2,387.83

Mary G. Brooke
Mary G. Brooke - Mortgagee

STATE OF MARYLAND)
PRINCE GEORGE'S COUNTY) ss.:

I HEREBY CERTIFY that on this 29th day of May, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mary G. Brooke, and made oath that the amount set forth in the aforegoing Statement of Debt is true.

WITNESS my hand and Notarial Seal.

Notary Public

LIBER 80 PAGE 339 No. 10,492 Equity

BOND

Know All Men By These Presents, That we, Hal C. B. Clagett, as Principal, and the Great American Indemnity Company, surety, of Prince George's County, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand 00/100- Dollars to be paid to the State of Maryland, aforesaid, or its certain attorney to the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, personal representatives and assigns, jointly and severally firmly by these presents sealed with our seals and dated this 3rd day of June, 1952.

Filed 4 June, 1952.

Whereas, The said Hal C. B. Clagett, Assignee, is about to exercise the power of sale contained in a certain mortgage from Zada E. Baker, widow, and Roderick S. Patterson, divorced, to Mary G. Brooke dated February 27, 1946, and recorded among the Land Records of ~~Prince George's~~ Anne Arundel County, Maryland, in Liber J.H.H. 353 at folio 163, default having occurred under the terms of said mortgage.

The Condition of the above obligation is such that if the said Hal C. B. Clagett shall well and faithfully perform the trust reposed in him by said mortgage and shall abide by and fulfill any order or decree which shall be made by any Court of proper jurisdiction in relation to the said mortgaged premises, then this obligation shall be void, else to be and remain in full force and virtue of law.

Witness:

Gladys R. Duvall
Gladys R. Duvall

Hal C. B. Clagett [SEAL]

GREAT AMERICAN INDEMNITY CO. [SEAL]

By Ida E. Wyvill [SEAL]
Ida E. Wyvill - Attorney-in-fact.

Approved this 4 June, 1952.
John H. Hopkins, 3rd, Clerk.

LIBER 80 PAGE 340 FICE OF

Law Offices Of
SASSCER, CLAGETT & POWERS
Upper Marlboro, Md.
ASSIGNEE'S SALE
— OF —
Valuable Improved Property located in the Eighth Election District, Bristol, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a certain mortgage from Zadp E. Baker, widow, and Roderick S. Patterson, divorced, to Mary G. Brooke, dated February 27, 1946 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 353 at folio 103, default having occurred under the terms thereof, the undersigned Assignee will offer for sale to the highest bidder, on the premises, Bristol, Anne Arundel County, Maryland, on

TUESDAY, JUNE 17, 1952
AT 2:00 P. M.,

all of the property described in said mortgage as follows:

BEGINNING at a point on the Southwest side of the Southern Maryland Boulevard and running thence in a Northeasterly direction 301 feet, more or less, to the intersection of the Southern Maryland Boulevard and the Leon Road, thence with the Leon Road in a Southwesterly direction 312 feet to a black oak tree, thence in a Northerly direction 153 feet to the point of beginning.

This property is improved by a one-story frame store and dwelling with electricity and water, and a two-story frame house.

TERMS OF SALE

A deposit of $500.00 will be required at the time and place of sale, the balance due being payable in cash upon ratification of the sale by the Court. Taxes and other public dues and charges, and all other expenses to be adjusted to day of sale, with conveyancing, Revenue stamps and State documentary tax at cost of purchaser or purchasers.

HAL C. B. CLAGETT, Assignee,
c/o Sasscer, Clagett & Powers,
Upper Marlboro, Maryland,
Marlboro 3322. Jn-12

filed 2nd June, 1952

No. MG.....
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Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1952

We hereby certify, that the annexed Assignee's Sale -

Zada E. Baker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of June, 1952. The first insertion being made the 22nd day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

HAL C. B. CLAGETT, Assignee,	:	
vs.	:	Equity No. 10,492
ZADA E. BAKER and RODERICK S. PATTERSON; Defendants.	:	

Filed 24 June, 1952.

Law Offices Of
SASSCER, CLAGETT & POWERS
Upper Marlboro, Md.
ASSIGNEE'S SALE
— OF —
Valuable Improved Property located in the Eighth Election District, Bristol, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a certain mortgage from Zada E. Baker, widow, and Roderick S. Patterson, divorced, to Mary G. Brooke, dated February 27, 1940 and recorded among the Land Records of Anne Arundel County, Maryland, in Libor J. H. H. 353 at folio 163, default having occurred under the terms thereof, the undersigned Assignee will offer for sale to the highest bidder, on the premises, Bristol, Anne Arundel County, Maryland, on

TUESDAY, JUNE 17, 1952
AT 2:00 P. M.,

all of the property described in said mortgage as follows:

BEGINNING at a point on the Southwest side of the Southern Maryland Boulevard and running thence in a Northeasterly direction 301 feet, more or less, to the intersection of the Southern Maryland Boulevard and the Leon Road, thence with the Leon Road in a Southwesterly direction 312 feet to a black oak tree, thence in a Northerly direction 153 feet to the point of beginning.

This property is improved by a one-story frame store and dwelling with electricity and water, and a two-story frame house.

TERMS OF SALE

A deposit of $500.00 will be required at the time and place of sale, the balance due being payable in cash upon ratification of the sale by the Court. Taxes and other public dues and charges, and all other expenses to be adjusted to day of sale, with conveyancing, Revenue stamps and State documentary tax at cost of purchaser or purchasers.

HAL C. B. CLAGETT, Assignee,
c/o Sasscer, Clagett & Powers,
Upper Marlboro, Maryland,
Marlboro 3322. Ju-12

MEMORANDUM OF SALE

THIS IS TO CERTIFY that the undersigned has this 17th day of June, 1952, bought of Hal C. B. Clagett, Assignee in the above entitled cause, the real estate described on the annexed advertisement of sale, being located in Anne Arundel County, Maryland, described as: BEGINNING at a point on the Southwest side of the Southern Maryland Boulevard and running thence in a Northeasterly direction 301 feet, more or less, to the intersection of the Southern Maryland Boulevard and the Leon Road, thence with the Leon Road in a Southwesterly direction 312 feet to a black oak tree, thence in a Northerly direction 153 feet to the point of beginning; together with the improvements thereon, at and for the sum of Three thousand Dollars ($3,000.00) and does hereby agree to pay the said purchase price according to the terms of sale, subject to any and all taxes due thereon; and thereunto binds his successors and assigns.

Walter L. Hunter (SEAL)
Purchaser.

Test:
C. Earle Wyvill
Auctioneer.

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

HAL C. B. CLAGETT, Assignee,	:	
vs.	:	Equity No. 10,492
ZADA E. BAKER and RODERICK S. PATTERSON, Defendants.	:	

Filed 24 June, 1952.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of HAL C. B. CLAGETT, Assignee in a certain mortgage from Zada E. Baker and Roderick S. Patterson to Mary G. Brooke, dated February 27, 1946 and recorded among the Land Records of Anne Arundel County, Maryland, respectfully shows:

THAT after default had occurred under the terms and conditions of said mortgage, and after he had given bond with security in the penalty of Three thousand ($3,000.00) Dollars for the faithful performance of the duties imposed upon him by the said mortgage, and having complied with all of the other duties as required by law and the said mortgage, and having given notice of the time, place, terms and manner of sale by advertisement inserted in the Maryland-Gazette, a weekly newspaper published in Anne Arundel County, Maryland, for more than twenty (20) days before the date of sale, he did, pursuant to said notice, attend the place of sale, to wit, on the premises, Bristol, Anne Arundel County, Maryland, on Tuesday, June 17, 1952 at 2:00 P. M., and then and there proceeded to offer for sale at public auction the property described in said mortgage and advertisement, to wit:

BEGINNING at a point on the Southwest side of the Southern Maryland Boulevard and running thence in a Northeasterly direction 301 feet, more or less, to the intersection of the Southern Maryland Boulevard and the Leon Road, thence with the Leon Road in a Southwesterly direction 312 feet to a black oak tree, thence in a Northerly direction 153 feet to the point of beginning; and sold the same to WALTER HAROLD HUNTER, at and for the sum of Three thousand

($3,000.00) Dollars, subject to taxes, assessments and insurance to be adjusted to date of sale, with all costs of conveyancing, including Federal and State revenue stamps, to be at the cost of the purchaser.

The said Assignee further reports and states that the said sale was in every respect fairly made, and recommends that the said sale be finally ratified and confirmed by this Honorable Court, said purchaser having agreed to comply with all the terms of said sale.

And as in duty bound, etc.

Hal C. B. Clagett - Assignee. (SEAL)

STATE OF MARYLAND)
) ss.:
PRINCE GEORGE'S COUNTY)

I HEREBY CERTIFY that on this 23rd day of June, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Hal C. B. Clagett, Assignee above named, and made oath in due form of law that the matters and facts set forth in the foregoing report are true to the best of his knowledge, information and belief, and further made oath that the sale therein reported was fairly made.

WITNESS my hand and official seal.

Notary Public.

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ORDER NISI

LIBER 80 PAGE 344

HAL C. B. CLAGETT,
Assignee

versus

ZADA E. BAKER and
RODERICK S. PATTERSON,
Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,492 Equity

Filed 24 June, 1952.

Ordered, this 24 day of June, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Hal. C. B. Clagett, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of August next.

The report states that the amount of sales to be $3,000.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

HAL C. B. CLAGETT,
Assignee

versus

ZADA E. BAKER and
RODERICK S. PATTERSON,
Defendants.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

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LIBER 80 PAGE 345

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,492 Equity
HAL C. B. CLAGGETT, Assignee
Vs.
ZADA E. BAKER and RODERICK S. PATTERSON, Defendants.

Ordered, this 24th day of June, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Hal C. B. Claggett, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-24.

Filed 18 Sept, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 16, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity 10492

Zada E. Baker

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 August, 1952. The first insertion being made the 3rd day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MG 4384

1/

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

HAL C. B. CLAGETT,	:	
ASSIGNEE,	:	10,492 Equity
VS.	:	
ZADA E. BAKER AND RODERICK S.	:	
PATTERSON	:	

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

ORDER OVERRULING EXCEPTIONS AND RATIFYING SALE

Filed 18 Sept., 1952.

The matter of the exceptions filed by Ruth Sherman to the ratification of the mortgage sale made by Hal C. B. Clagett, Assignee, and duly reported to this Court on June 24, 1952, coming on for hearing and being submitted, testimony was taken in open Court, counsel were heard and the proceedings read and considered.

It is thereupon this 18th day of September, 1952, by the Circuit Court of Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said exceptions be, and the same are hereby overruled.

And it is further ADJUDGED and ORDERED that said sale be, and the same is hereby ratified and confirmed, no good cause to the contrary having been shown although due notice appears to have been given as prescribed by the Order of Nisi.

Judge

15

LIBER 80 PAGE 347

In the Case of

Hal C. B. Clagett,
Assignee
vs.
Zada E. Baker
and
Roderick S. Patterson

In the

Circuit Court

For

Anne Arundel County

No. 10,492 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 Oct., 1952.

October 15, 1952

All of which is respectfully submitted.

Laura K. Hobbins
Auditor.

12

Dr. Hal C. B. Clagett, Assignee, vs. Zada E. Baker and Roderick S. Patterson in ac.

To Assignee for Commissions, viz:	120 00	120 00
To Assignee for Court costs:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendant's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	22 25	
Katharine H. McCutchan - stenographer's fee	10 00	
Auditor - stating this account	13 50	65 75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	32 52	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Great American Indemnity Co. -bond premium	12 00	
C. Earle Wyvill - auctioneer's fee	25 00	
Clerk of Court - recording judgment	75	
Ida E. Wyvill - notary fee	50	84 77
To Assignee for Taxes, viz:		
1951 State and County taxes	32 96	
1952 State and County taxes ($33.44-adj.)	15 39	48 35
To Mary G. Brooke, mortgagee - in full for mortgage claim filed	2,387 83	2,387 83
To Ruth Sherman Shoenberg - this balance on account claim under Deed of Trust dated 2/26/51 and recorded in Liber J.H.H. No. 612 folio 276	293 30	293 30
		3,000 00

with Hal C. B. Claggett, Assignee Cr.

1952				
June	17	Proceeds of Sale	3,000 00	3,000 00
			3,000 00	

LIBER 80 PAGE 350

ORDER NISI

Hal C. B. Clagett,

Assignee

VERSUS

Zada E. Baker

and

Roderick S. Patterson

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,492 Equity.

ORDERED, This 17 day of October 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 24 day of November, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24 day of November next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson

Jr. 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., November 18th, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct

Equity Number 10,492

Zada E. Baker

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of November, 1952 The first insertion being made the 23rd day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By T. Green

No. M. G. 6678

20

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,492 Equity
HAL C. B. CLAGETT, Assignee
Vs.
ZADA E. BAKER and RODERICK S. PATTERSON.

Ordered, this 17th day of October, 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 24th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-6

Filed 25 Nov, 1952.

Filed 25 Nov, 1952. Filed 17 Oct, 1952.

Ruth Chaney 9 School Street Annapolis, Md.	:	No. 10,371 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Nicholas M. Chaney Gambrills, Maryland.	:	Anne Arundel County
	:	

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

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Oratrix humbly complaining states:

1.

That on or about the 19th day of August, in the year 1938, your Oratrix and the Defendant were duly married at Crownsville, Maryland, by a duly ordained minister of the gospel.

2.

That subsequent to their marriage your Oratrix and the Defendant procured a lot or parcel of ground as tenants by the entireties, lying, being and situate in the Fourth Election District of Anne Arundel County containing 52/100 of an acre together with a right of way in said deed mentioned as will more fully appear by reference to a certified copy of the deed dated July 22nd, 1940, from Richard V. Maynard and Mary E. Maynard, his wife, to Ruth Chaney and Nicholas M. Chaney, her husband, said deed being duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 228, folio 171, and is filed herewith as Plaintiff Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint as fully as though the same were incorporated herein at length.

3.

That being so seized and possessed as tenants by the entireties as aforesaid, the said Nicholas M. Chaney was divorced from your Oratrix by decree of this Court dated September 13th, 1951, and filed in No. 3929 Divorces, a certified copy of said

Filed 21 Nov 1951

decree being filed herewith as Plaintiff Exhibit No. 2.

4.

That in the said decree this Honorable Court directed that Nicholas M. Chaney pay the costs of said proceedings but your Oratrix was forced to pay the sum of $55.65 for and on his behalf before the clerk of this Court would record said divorce decree, the receipt for the aforesaid amount being filed herewith as Plaintiff Exhibit No. 3.

5.

That the said real estate heretofore held as tenants by the entireties became a tenancy in common on the 13th day of September, 1951, the date of the aforesaid divorce and being improved by a house cannot be divided in kind without material loss or injury.

To the end, therefore:

1. That a trustee or trustees may be appointed to sell the above described property for the purpose of partition and to divide the money arising therefrom between the parties hereto and to whomsoever shall be entitled to the same.
2. That your Oratrix may be reimbursed the $55.65 costs which she paid for and on behalf of the Defendant.
3. That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel

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

2

NO STAMPS REQUIRED.

THIS DEED, Made this 22 day of July, 1940, by and between Richard V. Maynard of Anne Arundel County, State of Maryland, and Mary E. Maynard, his wife, of the City of Roanoke, State of Virginia, of the first part, Grantors, and Ruth Chaney, and Nicholas M. Chaney, her husband, of Anne Arundel County, State of Maryland, Grantees.

WITNESSETH, that in consideration of the sum of $5.00 and other good and valuable considerations, receipt whereof is hereby acknowledge , the said Richard V. Maynard and Mary E. Maynard, his wife, do grant and convey unto the said Ruth Chaney and Nicholas M. Chaney, her husband, as tenants by entireties, their heirs and assigns, in fee simple, all that lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, and described as follows, that is to say:

BEGINNING for the same at a stone, the beginning of the whole tract and running thence binding on the first line thereof, as now running, south 10 degrees west 127.2 feet, thence south 80 degrees east 120 feet, thence north 10 degrees east 228 feet to the south side of the County Road leading from Gambrills to Millersville, thence binding thereon westerly 121 feet, and thence south 10 degrees west 94.5 feet to the place of beginning. Containing 52/100 of an acre, clear of a road 20 feet wide, left open along the first and last lines thereof for the use in common of the Grantees herein, their heirs and assigns, and the Grantors of the said parties of the first part, their heirs and assigns.

BEING the same property which by deed dated May 24, 1935, and recorded among the land records of the County aforesaid in Liber F.A.M. No. 137, folio 502, was conveyed to the said Grantors by William F. Timme, et al.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways,

Filed 21 Nov. 19
Plaintiff's Exhibit No. 1

waters, privileges and appurtenance and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the proper use and benefit of the said Ruth Chaney and Nicholas M. Chaney, her husband, as tenants by the entireties, their heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the said Grantors.

Witness as to Richard V. Maynard — RICHARD V. MAYNARD (SEAL)

Geneva H. ANDERSON

Witness as to Mary E. Maynard — MARY E. MAYNARD (SEAL)

Mildred A. Roberts

STATE OF MARYLAND, Anne Arundel County, to wit;

I Hereby Certify, That on this 26th day of October, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Richard V. Maynard, one of the above named Grantors, and he acknowledged the foregoing deed to be his act.

As Witness my hand and Seal Notarial.

Geneva H. Anderson,

(Notarial Seal) Notary Public

STATE OF VIRGINIA, City of Roanoke, to wit:

I Hereby Certify, that on this 22 day of July, 1940, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City aforesaid, personally appeared Mary E. Maynard, one of the above named Grantors, and she acknowledged the foregoing deed to be her act.

As Witness my hand and Seal Notarial.

(NOTARIAL SEAL) Mildred A. Roberts

Notary Public

My Commission expires February 18, 1941.

Recorded November 13, 1940, at 3:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY. SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 228, folio 171, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this20th day of November, A. D., 1951.

John H. Hopkins, 3d CLERK.

LIBER 80 PAGE 356

Nicholas M. Chaney	:	No. 3929 Divorces
	:	In the
vs.	:	Circuit Court
	:	for
Ruth I. Chaney	:	Anne Arundel County
	:	

: : : : : : : : : : :

DECREE OF DIVORCE A VINCULO MATRIMONII

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

It is thereupon this 13th day of September , in the year 1951, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that Nicholas M. Chaney, plaintiff, be, and he is hereby divorced a vinculo matrimonii from Ruth I. Chaney, the defendant.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the custody of the infant children born as a result of this marriage, to wit: Richard Chaney, Mary Alice Chaney and Charles Lee Chaney be, and it is hereby awarded to the plaintiff Nicholas M. Chaney, subject to the further order of Court, with the right and privilege to the defendant Ruth I. Chaney to visit the said children at any and all reasonable times.

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
Judge

Plaintiff Exhibit No. 2 Filed 21 Nov, 1951

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 25th day of September, 1951.

John H Hopkins 3rd.
Clerk

CLERK OF CIRCUIT COURT
ANNE ARUNDEL COUNTY, MARYLAND

No. C 10106

LAW EQUITY ✓

Filed 2 Nov. 1951

PAYABLE

CLERK $ 16.00
SHERIFF $ 1.65
SOLICITOR $ 10.00 ~~10.00~~
Exp & Mdcl. $ 18.00
55.65

Annapolis, Md. Sept. 25 1951

Received of George B. Woelfel sum of $ 55.65
for Nicholas M. Chaney vs Ruth L. Chaney
Case No. 3929 Divorce

JOHN H. HOPKINS, III. CLERK

Plaintiff Exhibit No 3 BY HHS.

Ruth Chaney
9 School St.
Annapolis, Md.

vs.

Nicholas M Chaney
Gambrills, Md.

No 10,371 Equity

In The Circuit Court For

Anne Arundel County

* * * * * * *

DEFENDANT'S ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of the Defendant, by William J. Boehm, his Soliciter respectfully shows:

1.

That he admits the allegations contained in paragraph one of the Bill of Complaint.

2.

That he adits the allegations contained in paragraph two of the Bill of Complaint.

3.

That he admits the allegations contained in paragraph three of the Bill of Complaint.

4.

That he emphatically denies the allegations contained in paragraph four of the Bill of Complaint that said Complainant was forced to pay the costs of said proceedings and avers that said Complainant paid the costs at her own desire to obtained her divorce decree as quickly as possible.

5.

That he neither admits nor denies the allegations contained in paragraph five of said Bill of Complaint.

6.

Answering generally the Defendant shows that the property is now incumbered by a first mortgage to the United Federal and Savings Loan Association of Glenburnie in the amount of $633.29. This being the balance of the $2100.00 mortgage originally made by the parties hereto. And that at the time said Complainant deserted your

Filed 10 Dec., 1951.

defendant the balance of said mortgage being in the amount of $1750.00. And that the Complainant declared to the Defendant that she wanted no part of the property and that any share she might have, she wanted the same be given to her children. Further she wanted the property be held for the benefit of the children and stated that she left your defendant in order that the property may be a home for them and that the share she was to have, to be given to her children. And under this assumption the Defendant faithfully cared for said infant children, continued payments upon said mortgage, repaired and cared for said property under the circumstances with the impression that said property is to be the home for said children and for their benefit. As the defendant has expended considerable sums of money as aforesaid, your defendant respectfully avers that in equity and good conscience he be allowed reimbursement in such amounts as the Court may deem equitable for such sums expended on said property after the desertion by the Complainant, prior to division of the proceeds of partition sale amongst the parties hereto.

And having answered the Bill of Complaint, your defendant respectfully prays to be hence dismissed with costs.

William J. Boehm
Solicitor for Defendant
Annapolis, Md.

I hereby certify that on this 10 day of December, 1951, I have mailed a copy of this Answer to the Law Offices of George B Woelfel 9 School Street Annapolis, Md.

William J. Boehm

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Ruth Chaney	:	No. 10371 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Nicholas M. Chaney	:	Anne Arundel County
	:	

: : : : : : : : : : :

It is agreed between Plaintiff and Defendant Solicitors that the following questions and cross questions shall be propounded to Mrs. Ruth Chaney of Flint, Michigan, by Joanne A. Weaver, a Notary Public of Genesee County, at the office of Howard E. Weaver, Suite 100 Citizens Bank Building, 2101 Lewis Street, Flint 6, Michigan, and the said deposition shall be returned to Hon. Benjamin Michaelson, Judge of the Circuit Court for Anne Arundel County, to be used in the case of Ruth Chaney vs. Nicholas M. Chaney, No. 10371 Equity in the Circuit Court for Anne Arundel County.

Filed 4 Sept., 1952.

1. State your name and address?
2. You are the Plaintiff in the suit against Nicholas M. Chaney of Gambrills, Anne Arundel County, Maryland, are you not?
3. On the 19th day of August, 1938, were you and Nicholas M. Chaney married at Crownsville, Maryland, by a duly ordained minister of the Gospel?
4. After your marriage did you and your husband procure a lot of ground as tenants by the entireties containing .52 of an acre situate in the Fourth Election District of Anne Arundel County which property you procured by deed dated July 22nd, 1940, from Richard V. Maynard and Mary E. Maynard, his wife, said deed being duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 228, folio 171 ?
5. Were you and your husband Nicholas M. Chaney divorced by decree of the Circuit Court for Anne Arundel County on the 13th day September, 1951 ?

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6. Did you have to pay $55.65 to the Clerk for the costs in order for the Clerk to release a certified copy of the decree?
7. Have you been reimbursed to that extent ?
8. Is the real estate in these proceedings mentioned improved ?
9. Can it be divided in kind without material loss or injury?
10. Why do you say it cannot be divided in kind without material loss or injury?
11. Do you think it is necessary that a trustee be appointed to sell the property at public auction and to pay the proceeds to whomsoever shall be entitled to the same?
12. What, in your estimation, is the fair value of the property?

Cross Examination

1. Since what date have you been separated from Nicholas M. Chaney?
2. After you left Nicholas M. Chaney how many payments went in taxes, interest, insurance or any expenses in the upkeep of the property in question, did you make?
3. At the time the property was purchased did you not make a mortgage in the amount of $2100 upon the said property?
4. Is it not true that at the time the alleged separation that a mortgage existed in the amount of $1800 on the said property?
5. Is it not true that the present balance is about $633.29?
6. Did not the defendant Nicholas M. Chaney make all the payments as well as pay for all the repairs, taxes, interest, etc. on the property since the said separation?
7. Is it not true that you wanted your part of the property and that any share that you had you wanted the same to be given to the children?
8. Is it not true that when you left Nicholas M. Chaney you abandoned three infant children and have not contributed nor cared for said children since that time?

//

9. Did you not borrow a sum of money from one Mr. Lavender for payment of an automobile accident damages?
10. Is it true that Nicholas M. Chaney did not force you to pay the alleged $55.65 court costs and that you paid this sum upon your own free will and accord ?
11. What provision is made for a home for your children in the event this property is sold and the money divided?
12. Are you willing to make a reasonable allocation of money from the proceeds of the sale of the property for each child in order to give an education or training for them, if so, how much?
13. Is it not a fact that one child is deaf, dumb and mute and that the child requires considerable medical attention and that you have not contributed anything to his welfare?
14. Are you not willing to reimburse Nicholas M. Chaney for the amount of monies he expended after an accounting has been stated for the repairs and payments on the said mortgage?

The following question must then be asked.

Do you know, or can you state, any other matter or thing which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this your examination, or the matters ~~and~~ in question between the parties? If yea, state the same fully and at large in your answer and if not your answer shall be no.

We, the undersigned solicitors for complainant and defendant, do hereby agree that the aforegoing questions and cross questions shall be asked of the plaintiff by Joanne A. Weaver, under oath, and return to the Circuit Court for Anne Arundel County to be used in No. 10371 Equity.

George B. Moeller
Solicitor for Plaintiff

Solicitor for Defendant

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LIBER 80 PAGE 363

Ruth Chaney	:	No. 10371 Equity
	:	
	:	In the
vs.	:	
	:	Circuit Court
	:	
Nicholas M. Chaney	:	for
		Anne Arundel County

- - - - - - - - - - -

ANSWER TO INTERROGATORIES.

Ruth Chaney, of lawful age, first being duly sworn by me answered the written questions which I propounded to her in a manner as follows:

1. Ruth Chaney, of 1257 East Hamilton Avenue, Flint, Michigan.

2. Yes.

3. Yes.

4. We did.

5. Yes.

6. Yes I did have to advance $55.65 on account of our divorce which the court ordered my former husband Nicholas M. Chaney to pay. I also paid $2.25 Western Union fee.

7. No sir.

8. The real estate in these proceedings mentioned is improved by a house.

9. No the property cannot be divided in kind without material loss or injury.

10. I said it cannot be divided in kind without material loss or injury because to divide the house would spell ruination for it.

11. I believe it is necessary to sell the property at public auction to the highest bidder and to pay the proceeds to me and my former husband and the mortgagee.

12. I have not seen the property for a long period of time but I imagine it should be worth somewhere in the vicinity of $8,000.00 to $10,000.00, as near as I can judge of what the present property values are.

CROSS EXAMINATION:

1. January 7, 1947

2. None.

3. Yes, the mortgage was given by my sister and brother-in-law, Mr. and Mrs. R.V. Maynard, to HOLC, and we took over their mortgage balance, and we paid them nothing for their equity.

4. Yes, it is true, but I am not sure what the balance was.

5. It may be, but I have no personal knowledge as to the correct balance.

Filed 7 Oct., 1952.

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6. Yes. I have no knowledge as to the amount he has paid.

7. No, it is not true.

8. Upon advice of my counsel, I am informed that this question is immaterial to the subject matter of this partition suit.

9. No, it is not true that I alone borrowed money, because both Mr. Chaney and myself jointly borrowed the money which was used to buy another car for Mr. Chaney's use and this car title was in Mr. Chaney's name, alone.

10. No, it is not true that I paid the $55.65 court costs of my own free will. It is true that I did personally pay these costs through Howard E. Weaver, an attorney of Flint Michigan, by sending this amount by Western Union on September 24, 1951, to my attorney, George B. Woelfel after Mr. Weaver received a letter dated September 20, 1951 in which Mr. Woelfel advised Mr. Weaver that Mr. Chaney had not paid the court costs and as a result that a certified copy of the divorce decree could not be obtained until the costs were paid, and upon Mr. Woelfel's advice, I advanced these costs.

11. As far as I know, Mr. Chaney has been taking care of the children and providing them with a home, and I have heard that he rented our home after I left, although I do not know for how long or how much rent he has received, and that Mr. Chaney and the children have been living elsewhere.

12. No, I am not willing to do so, because it is my belief and my understanding that Mr. Chaney, as the father, still has the duty of supporting his children, and for the further reason that at the time I left there was insurance in effect, which was taken out shortly after the birth of each child, with the Monumental Life Insurance Company.

13. Yes, it is true that one child is deaf and has been from birth and for this reason has never learned to talk, and that this occurred at the time of birth, because my physician was not in attendance. We did not discover this fact until the child was about one year old, and then we took the child to John Hopkins University Hospital and the Harriet Lane Clinic and as far as the expense incurred neither Mr. Chaney or myself ever paid any large amounts for the reason that we could not afford to pay the kind of fees demanded in such cases, and that is the reason we took the child to a clinic.
I deny that I have never contributed to this child's welfare, and before I left in 1947 I even worked in the office of Fort Meade, Maryland, to secure money with which to help take care of all of the children, as well as the home and ourselves.

14. I am not willing to reimburse Mr. Chaney, however, I am advised by counsel that this matter may be discretionary with the court in Equity.

15. (This question follows question 14, on the deposition, but is not numbered.) Yes, I believe there are some things which should be mentioned. After we bought this property as explained above, from my sister and brother-in-law,

without having to pay them anything for securing a deed from them, excepting to assume and take over the balance that they owed at that time, in 1940, on their HOLC Mortgage and I do not believe that the Maynards owed as much as $2100.00 when we took over the property, because Iremember that when Mr. Chaney and I separated in January 1947, we had a larger mortgage owing to another company because we had borrowed from a loan company in Glen Burnie, Maryland. .I remember that a hardware dealer, Mr. Hinz, was an officer of this loan company, and Mr. Hinz came and looked over our house before they gave us a new loan, as we needed additional money with which to pay for a new roof, asbestos shingle siding, insulation, and other improvements. Also in 1940, when my sistor and her husband gave us this house, they also left their own furniture. When Mr. Chaney and I moved into this house we took our own furniture and insofar as I know, Mr. Chaney has the household furniture at this time, and that he has never made any division with me, nor has he paid me any consideration. In my opinion a reasonable value of the household furnishings would be not less than $1,000.00, and I do not mean the original cost. Further, Mr. Chaney has enjoyed the use of the property as well as the right to rent it during the past five years, more or less, and I believe that this more than compensates him for any money that he has paid for taxes insurance, upkeep and mortgage payments. Because of this I do not know any reason why I should bear any part of these expenses.

Ruth Chaney
(Ruth Chaney)

Subscribed and sworn to before me this 2nd day of April, 1952.

Joanne A. Weaver
Joanne A. Weaver
Notary Public
Genesee County, Michigan
My Commission Expires: July 20,1953.

NOTARY CERTIFICATE 222 Legal News Print

STATE OF MICHIGAN
COUNTY OF GENESEE. } ss.

I, GEORGE G. DUNN, Clerk of the County of Genesee, and Clerk of the Circuit Court of the State of Michigan in and for said County (said Court being a Court of Record), DO HEREBY CERTIFY THAT

Joanne A. Weaver Comm. Exp. July 20,1953

whose name is subscribed to the Certificate of Proof, or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such proof of acknowledgment, a Notary Public of the State of Michigan in and for said County of Genesee, dwelling in said county, commissioned and sworn and duly authorized to take the proof or acknowledgment of deeds to be recorded herein. And further, that I am well acquainted with the handwriting of such Notary, and verily believe the signature to the said Certificate to be genuine, and that said instrument is executed and acknowledged according to the laws of the State of Michigan.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Court, this 2nd. day of April 1952.

GEORGE G. DUNN, Clerk
By Shirley Slover
Deputy Clerk

Ruth Chaney	:	No. 10371 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Nicholas M. Chaney	:	Anne Arundel County
	:	

: : : : : : : : :

RULE OF FURTHER PROCEEDINGS

To the Honorable, the Judge of said Court:

The petition of Ruth Chaney respectfully shows:

1.

That your Petitioner filed her bill of complaint which was duly answered and has completed the taking of her testimony.

2.

That the Defendant has set no definite date for the taking of his testimony.

Wherefore, your Petitioner prays:

1. That a rule of further proceedings may be made on the defendant requiring him to take what testimony he desires to be taken on or before some day certain to be named herein or in default thereof that the case be considered by the Court on the testimony taken by the Plaintiff.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Petitioner

ORDER OF COURT

Upon the aforegoing petition it is this 10th day of April, in the year 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the defendant

Filed 9 Apr., 1952.

Filed 10 Apr., 1952.

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Nicholas M. Chaney take whatever testimony he desires to be taken on or before the 28th day of April, 1952, or in default thereof that this case be considered by the Court on the testimony taken by the Plaintiff provided a copy of this petition and order of Court be served on the defendant or his solicitor of record on or before the 19th day of April, 1952.

Benjamin Michaelson
Judge

I hereby certify that I served a copy of the above petition and order of Court on William J. Boehm, Esq., South St., Annapolis Md., this 10th day of April, 1952.

George B. Yacoffe

RUTH CHANEY,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
NICHOLAS M. CHANEY,	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	No. 10,371 Equity
	:	

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

TESTIMONY ON BEHALF OF THE ~~PLAINTIFF~~ DEFENDANT.

April 26, 1952

Filed 1 May, 1952.

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. William J. Boehm, Solicitor for Defendant.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Nicholas M. Chaney, pages 2 to 10 inc.

SIGNATURE WAIVED BY CONSENT OF COUNSEL.

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

(Mr. Boehm)

1. State your name and address.

A. Nicholas M. Chaney, Gambrills, Md.

2. You are the defendant in this case wherein Ruth Chaney has filed a bill for the sale of certain real estate owned by you?

A. Yes.

3. Is it a fact you were divorced from Ruth Chaney September 13, 1951?

A. Yes.

4. Is it not true you did not ask Mrs. Chaney to pay the costs in those proceedings?

A. Yes it is not true.

5. Did you ask her counsel to pay those costs?

A. No.

6. Did she pay them of her own free will?

A. She did.

7. Are you living in that real estate now?

A. I am.

8. How long have you lived there?

A. Ever since I took over the property.

9. When did you take it over?

A. 1940.

10. At the time you took the property over, tell the Court the circumstances of this transfer?

A. It was taken over from my brother-in-law and sister-in-law. The balance of the mortgage was approximately $1445.00. In 1944 we paid off the old mortgage and had it remortgaged with the Glen Burnie Federal Savings and Loan Association; we purchased a new roof and shingled insullation; the new mortgage was for $2100.00. At the date of our separation in January 7, 1947 there was a balance of around $1800.00.

11. Since January 7, 1947 who has been making the payments on the taxes, mortgage interest and insurance and all the expenses of upkeep of this

18

property?

A. I have.

12. What do those payments amount to?

A. Payments on the house are $30.00 a month; a certain part of the $30.00 is set aside for taxes and insurance. They didn't have enough insurance to cover it so I had it raised.

13. What is it insured for now?

A. $4600.00.

MR. WOELFEL: COUNSEL FOR THE PLAINTIFF OBJECTS TO ANY TESTIMONY PERTAINING TO PAYMENT OF TAXES OR ANY OTHER EXPENSES ON THE PROPERTY WHILE THE SAME WAS HELD AS TENANTS BY THE ENTIRETIES AND THE DEFENDANT OCCUPIED THE PREMISES.

14. Did you occupy the premises with your children?

A. Yes, either one or the other stays with me on week-ends.

15. Have you ever received any contribution from your wife toward the upkeep of the property?

A. None whatever.

16. Have you continued to make those payments since January 7, 1947 to date?

A. I have.

17. I show you a letter; did you receive this letter?

A. Yes.

18. From whom?

A. From my wife when she went to Indiana about three or four weeks after she left.

(LETTER MARKED EXAMINER'S EX. ONE AND FILED HEREWITH)

19. I show you this deposit book which states there is a balance of $665.37 as a balance that is unpaid on the mortgage with the UnitedFederal Savings and Loan Association of Glen Burnie, is that correct?

A. That's right.

(DEPOSIT BOOK MARKED EXAMINER'S EX. TWO AND FILED HEREWITH)

20. Upon receipt of this letter, marked Examiner's Ex. 1 back in 1947, tell the Court your feeling in regard to making payments on the property?

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A. I was going to let them foreclose the place but she said she wanted the children to have her half so I continued to make the payments on it, figuring I could take the children in the home with me.

21. That was the basis of your continuing the payments?

A. That's right.

22. I direct your attention to the amount of money that was borrowed from Mr. Lavender; that note has been reduced to judgment?

A. That's right. I had a car and she taken the car out without me knowing the insurance was out and she took it up Fort Meade and wrecked it; no insurance on it; I nearly lost my license; I had to lay off 15 days to get it straightened out; it cost me $312.00 to replace their parts that was broken up. She said she would borrow money from Mr. Lavender if I would go on the note with her.

23. Did you go on the note?

A. Yes.

24. What was the amount of the note?

A. $325.00.

25. With interest from what date?

A. 1945.

26. You were still living with your wife at that time?

A. Yes.

27. That note has been reduced to judgment?

A. Yes.

28. She claims that money was borrowed to buy another car for your use?

A. Yes.

29. That note has never been paid?

A. No.

30. Directing your attention to the care and custody of the children, who is providing for them now?

A. I am.

31. How long have you been providing for them?

A. Ever since they were born.

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32. Is your wife contributing anything toward them?

A. Not since she left, very little when she was there.

33. Is it true one is ill?

A. Yes.

34. What are the facts about that child?

A. At the time she left, he was in very bad shape; we had him at the hospital to try to see what was wrong with him. She knew he was ill but she left anyhow, so I got in touch with the Reverend to see if I couldnIt put him in some place to help him; I got him in "Happy Hills" and got him straightened out; we found out he was deaf and he couldn't walk. He is walking now. Since then he has been in the hospital three times.

35. You have been paying all the bills?

A. Yes, I am paying $45.00 a month for him right now. It has cost more than that and I couldn't pay it.

36. Regarding the property, you have paid a considerable sum on the mortgage, do you consider it equitable to be reimbursed for those expenditures?

A. I do.

37. What in your opinion is the fair value of this property?

A. I had two appraisals made; one was $4000 and one was $4500; the fellow who made the $4500 appraisal just looked on the outside of the house.

38. Do you think this property can be divided in kind without material loss or injury to the parties in interest?

A. No it cannot be divided.

39. What do you think should be done with the property?

A. I tried to make settlement but she wouldn't agree; I guess that it will have to be sold.

40. After the sale you feel you should be reimbursed for your expenses from 1947 to date and the balance of the proceeds divided?

A. That's right.

41. Your wife has stated that there is over a thousand dollars of household furniture left in the property in 1947; can you tell us about that?

A. Our personal belongings amounted to about $300.00 when they were new. The

21.

other things were given to her by her sister-in-law and brother-in-law if she would pay them a hundred dollars; she never paid it so the sister-in-law says she will take it back.

42. Her opinion that it is worth a thousand dollars is not correct?

A. No.

43. What do you think the personal property was worth at the time of the separation?

A. I would say about $300.00; you coulan't get that for it.

44. The sum of $1000.00 as alleged in the interrogatories is in excess and grossly exagerated?

A. Yes.

(Mr. Woelfel, Cross Examination)

1. On or about 19 August 1938 you and Ruth Cheney were married in Crownsville, in Anne Arundel County, by a duly ordained minister of the gospel, were you not?

A. That's right.

2. Subsequent to your marriage you bought a lot of ground containing 0.52 acres in the Fourth District from Richard V. Maynard and wife dated July 22, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 228, folio 171?

A. Yes.

3. Both of you lived in that property until 1947 when she left?

A. Yes.

4. When she left you continued to live in the property?

A. That's right.

5. You continued to pay the mortgage payments of $30.00 a month?

A. And all expenses.

6. You paid her no board or rent?

A. I didn't pay her nothing because I didn't know where she was; she walked out and left the children.

7. You figured she left all her rights in the house when she left?

A. She picked up and walked out and left everything.

8. On the 13th day of September, 1951, in No. 3929 Divorces, you and your wife were duly divorced, were you not?

A. That's right.

9. This is a certified copy of the decree filed in the case as Plaintiff's Exhibit 2 that the divorce requires the plaintiff to pay the costs of the proceedings?

A. No one required me to pay the costs because I left the money with Mr. Boehm. Somebody slipped in and paid it.

10. When did you pay the costs?

A. I gave Mr. Boehm the money; they were already paid.

11. Your wife paid them for you?

A. I don't know anything about it.

12. You were ordered to pay the costs and you didn't pay it?

A. Mr. Boehm told me what the costs was and I took him the check. He came over to pay it and they were already paid.

13. What day was that?

A. I don't know.

14. How long after the divorce?

A. A couple of days.

15. Didn't that decree lay there more than a month and didn't get recorded because you didn't pay the Court costs?

A. I didn't know anything about it.

16. You didn't reimburse her for paying the costs?

A. No.

17. You never paid it?

A. I brought the money for him to pay it.

18. Did he give it back to you?

A. He still has it. He came over to pay the costs and somebody had paid it.

19. Suppose I tell you I paid it?

A. Well that's your fault if you paid it.

20. $55.65 was put up on behalf of your wife before your wife filed for the divorce?

MR. BOEHM: I object to any testimony in regard to the payment of the

Z3

Court costs in the divorce suit. The petition is for the sale of the property and the payments of costs should be instituted by another proceedings and should not be part of this proceeding.

MR. WOELFEL: The second prayer in the bill asks that the wife be reimbursed to the extent of $55.65 which she paid on his behalf because he did not pay the costs himself and the Clerk did not record the decree until the costswere paid.

21. This receipt for the Court costs is dated September 25th , which is more than 12 days after the divorce was signed, why didn't you pay the costs immediately?

A. I can look on my check book and see when the money was paid.

22. You don't deny the costs were paid on the 25th?

A. No.

23. And the decree was signed the 13th?

A. That's right.

24. So for 12 days nothing was paid?

A. (No answer)

25. You occupied the property from 1947 until 1952 without paying any rent?

A. I paid the house payments.

26. They were $30.00 a month?

A. That's right.

27. You paid her no rent?

A. I didn't know where she was; nobody told her to leave.

28. You figured she lost her interest?

A. (No answer)

29. That house is located on the corner of Camp Meade Road running from Anderson's corner?

A. Yes it is the second house off Crain Highway on the left next to Anderson's Corner.

30. How many rooms?

A. Five rooms and bath.

31. Does it have a cellar?

A. Half cellar.

32. Is it shingled?

A. Asbestos shingles.

33. Is it a bungalow?

A. Yes.

34. Is the cellar concrete?

A. Part of it.

35. What sort of heat do you have?

A. Hot water.

36. Furnace is oil burner?

A. Yes.

37. Composition shingle roof?

A. Yes.

38. What in your opinion is the fair market value of that property?

A. The man told me what it was worth; one told me $4000; one $4500; it needs a lot of repairs.

39. What do you think is the fair market value?

A. I wouldn't go over $4000 myself if I was going to buy it.

40. You admit the property cannot be divided in kind without material loss or injury?

A. That's right.

41. Is the Lavender judgment still open on the record and constitutes a second lien or first lien?

A. Second.

42. Nothing has been paid to Lavender?

A. No.

(Mr. Boehn)

1. In regard to the oil burner you installed that oil burner?

A. Mr. Skipper in Annapolis.

2. When?

A. 1945 or 1946.

2.5

2. There are no other outstanding liens against the property?

A. No.

(Mr. Strahorn)

To the General Question under the Rule, the witness answers:

I put a whole new pump in; it cost me $165.00 in 1949, less the labor; storm windows were installed in November 1946; the first payment came due in January 1947 amounting to $408.00; I finished paying it off in 1949. (BILL FOR PUMP MARKED EXAMINER'S EX. 3 AND FILED HEREWITH)

****

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 1st day of ~~April~~ May, 1952.

Geo. S. Erskine (SEAL)
Examiner

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

LIBER 80 PAGE 378

INDIANAPOLIS, IND. 2 MAR 20 430 PM 1947

UNITED STATES POSTAGE 3 CENTS 3 UNITED STATES POSTAGE 3 CENTS 3

Air Mail

Mr. Nicholas M. Chaney.
Gambrills,
Maryland.

25

[redacted]

19 March 47

Dear Dick,

Am writing a few lines to thank you for the candy & cards. Was quite surprised to get them.

Sorry to hear that Charles & Richard have been ill. What was wrong with them? Yes, I guess they do miss me a little, but guess they are better off, as I certainly didn't stay home long enough for them to see much of me.

It is ashame, that I ever married, when I did, but can't cry over spilled milk now.

29

Filed May, 1952

[Examiner's Ex. 1.

Dick, I really want a divorce, & want to get it as soon as possible. I would never want to come back to you, as I don't love you & would not be satisfied with a life like that. I don't want to be nasty about things but am only asking you to let me have my freedom.

I know this had hit you terribly hard, but Dick Guess it was coming for quite some years.

As far as the house & things are concerned do with them what you please. I left you so couldn't claim anything except a share on the house which you can turn over to

the children. Let me know if you will consent to the divorce so I will go to Reno, and apply for one. Will wait until I hear from you before leaving for Reno, but am planning on going in about two weeks.

Dick what in the world is the summons for? Are you going to have be locked up or something? I am just scared to death if you, as I don't know, what you would do next to try + hurt me.

I think it will be better to stay away from you, as I wouldn't be sure that you wouldn't try to kill me like you did

before. Dick all I want is for
you to give me my freedom
& will maybe feel a lot
different toward you. Let's
if you did.

I am trying very hard
to look at this from every
angle, but only want my
freedom, so for once in my
life do as I want to do and
not have some of my family
telling me what ought to be
done.

Kiss the children for me.
I miss them very much, but
will give them up if I have
to. It would be very hard to
do, but guess I could take it
if I had to.

Hope they are all well
by now. Will close for now as I am out of paper
Love to you & love to the Kids, Ruth.

This certifies that: LIBER 80 PAGE 382 No. 359

Nicholas M. & Ruth Chaney

is a member of United Federal Savings and Loan Association of Glen Burnie and holds a loan from said Association, subject to its charter and by-laws and to the laws of the United States of America.

Prin. & Int. $ 25.39
Prop. Expenses $ 4.61
$ 30.00

Total Pymt. $ 30.00

This 18th day of December, 19 47

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

Norwood A. Chaney

Authorized Signature

Location Anderson Crossroads

May, 1948.

Filed,

Modern home financing

United Federal Savings and Loan Association specializes in the modern plan for financing homes—by the Monthly Payment Direct Reduction mortgage loan. Each payment applies a lower amount to interest and a greater amount to principal, eventually resulting in the ownership of a debt-free home. Inquiries will receive immediate and friendly attention.

UNITED FEDERAL
SAVINGS AND LOAN ASSOCIATION
OF GLEN BURNIE
210 Crain Highway, N. W.

INSURED

FEDERAL HOME LOAN BANK SYSTEM

LIBER 80 PAGE 383

AMOUNT OF LOAN $ 2100.00 MONTHLY PAYMENT $ 30.00 ACCT. No. 359

	DATE	EXPENSE ACCOUNT PAID OUT	EXPENSE ACCOUNT PAID IN	EXPENSE ACCOUNT AVAILABLE BALANCE	INTEREST	TOTAL INT. & PRIN. PYMT.	LOAN BALANCE UNPAID	
1	1.1.48						1641.78	
2	2.2.48		4.61	4.61	16.42	45.39	1632.81	
3	3.6.48		9.22	13.83	8.16	38.78	1602.19	Haw
4	3.23.48	14.52		.00	48 Days		1616.88	Haw
5	4.15.48		4.61	4.61	8.08	40.39	1584.57	
6	5.19.48		4.61	9.22	7.92	40.39	1552.10	Haw
7	7.19.48		9.22	18.44	15.52	38.78	1531.84	Haw
8	8.16.48		4.61	23.05	7.66	40.39	1499.11	Haw
9	9.23.48		4.61	27.66	7.50	40.39	1466.22	B
10	9.28.48	24.84		2.82	Insurance		1466.22	Haw
11	11.13.48		9.22	12.04	14.66	38.78	1442.10	
12	11.30.48					42.00	1400.10	Haw

13	12.31.48		4.61	16.65	7.00	40.39	1366.71	
14	1.27.49		4.61	21.26	6.83	40.39	1333.15	Haw
15	2.26.49		4.61	25.87	6.67	40.39	1299.43	Haw
16	3.26.49		4.61	30.48	6.50	40.39	1265.54	Haw
17	4.30.49		4.61	35.09	6.33	40.39	1231.48	Haw
18	5.28.49		4.61	39.70	6.16	40.39	1197.25	Haw
19	7.9.49		9.22	48.92	11.98	38.78	1173.45	Haw
20	7.26.49	28.21		20.71	49 Days		1173.45	Haw
21	AUG 20-49		P***4.61	**25.32	F****5.87	L***40.39	***1,138.93	>A
22	OCT 8-49	**24.84		***0.48	Insurance			A
23	OCT 8-49		P***9.22	***9.70	H***11.38	S***35.78	***1,114.53	>A
24	OCT 29-49					L***45.00	***1,069.53	>A

AMOUNT OF LOAN $_____ MONTHLY PAYMENT $_____ ACCT. No._____

	DATE	EXPENSE ACCOUNT PAID OUT	EXPENSE ACCOUNT PAID IN	EXPENSE ACCOUNT AVAILABLE BALANCE	INTEREST	TOTAL INT. & PRIN. PYMT.	LOAN BALANCE UNPAID	
1	DEC10-49			***9.10			***1069.53	A
2	DEC10-49		P***9.22	**18.92	H***10.70	L***35.78	***1044.45	A
3						L***45.00	****999.45	A
4	FEB 4-50		P***4.61	**23.53	H***10.00	L***25.39	****984.06	A
5	FEB28-50		P***4.61	**28.14		L***25.39	****958.67	A
6	APR29-50	**24.24	1950 TAXES					
7	APR29-50		P***4.61	***8.51	H****9.58	L***25.39	****942.86	A
8	MAY31-50		P***4.61	**13.12	H****4.71	L***25.39	****922.18	A
9	JUN29-50		P***4.61	**17.73	H****4.61	L***25.39	****901.40	A
10	AUG 4-50		P J6	**22.34	H****4.51	L***25.39	****880.52	A
11	SEP 8-50		P***4.61	**26.95	H****8.91	L***25.39	****864.04	A
12	OCT 5-50	**24.84	INSURANCE					
13	OCT 5-50		P***4.61	***6.72	H****4.32	L***25.39	****842.97	A
14	NOV 2-50		P***4.61	**11.33	H****4.21	L***25.39	****821.79	A
15	DEC 8-50		P***4.61	**15.94	H****4.11	L***25.39	****800.51	A
16	JAN15-51		P***4.61	**20.55	H****4.00	L***25.39	****779.12	A
17	FEB20-51		P***4.61	**25.16	H****3.90	L***25.39	****757.63	A
18	MAR27-51		P***4.61	**29.77	H****3.79	L***25.39	****736.03	A
19	APR28-51		P***4.61	**34.38	H****3.68	L***25.39	****714.32	A
20	JUN 4-51	**57.83	1951 TAXES					
21	JUN 4-51		P***9.00	**14.45	H****7.14	L***21.00	****700.46	A
22	JUL12-51		P***9.00	**5.45	H****3.50	L***21.00	****682.96	A
23	AUG31-51		P***9.00	***3.55	H****3.41	L***21.00	****665.37	A
24	OCT15-51	**19.78	INSURANCE					

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AMOUNT OF LOAN $_____ MONTHLY PAYMENT $_____ ACCT. NO._____

	DATE	EXPENSE ACCOUNT PAID OUT	PAID IN	AVAILABLE BALANCE	INTEREST	TOTAL INT. & PRIN. PYMT.	LOAN BALANCE UNPAID	
1				***6.00 (162)			****665.37	A
2	OCT15-51		P***9.00	9,974.76	H****6.66	L***21.00	****651.03	A
3	NOV29-51		P***9.00	***1.77 (122)	H****3.26	L***21.00	****633.29	A
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17							****665.37	
18								
19								
20								
21								
22								
23								
24								

OFFICE PHONE:
SARATOGA 4918

LIBER 80 PAGE 386

RESIDENCE PHONE:
ARMIGER 48-M

SABOCO PUMP COMPANY

Manufacturers and Distributors of

HAND AND POWER PUMPS

WOOD PUMPS, WATER SYSTEMS, WELL SUPPLIES

121 LIGHT STREET BALTIMORE-2, MD., 8/5/ 1949

PUMPS FITTED FOR ANY DEPTH OF WELL

SOLD TO John A Clarey
Gambrills Md

SHIPPED TO
ADDRESS
SHIP VIA
YOUR ORDER No.
INVOICE No.

TERMS: 2% 10 DAYS, 30 DAYS NET, 6% INTEREST AFTER 30 DAYS.

Filed 1 May 1952

QUANTITY	DESCRIPTION	AMOUNT	DISCOUNT	TOTAL
1-	V 2950 A M S Myers Pump Less Set Length			
1-	Air Control		150	00
1-	Air Pump + Rod	Paid by Check	75	00
		Balance	75	00

Examiner's Ex. 3

NO RETURNED MATERIAL WILL BE ACCEPTED UNLESS PERMISSION IS OBTAINED.

LIBER 80 PAGE 387

(Uniform Domestic Straight Bill of Lading, adopted by Carriers in Official, Southern, Western and Illinois Classification territories, Mar. 15, 1922, as amended Aug. 1, 1930 & June 15, 1941.)

THIS SHIPPING ORDER must be legibly filled in, in Ink, in Indelible Pencil or in Carbon, and retained by the agent.
RECEIVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order,

From THE SABOCO PUMP CO.

the property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

at Baltimore, Md., 8/5 194 / Shipper's No. A 9236

Company Agent's No.

Consigned to (Mail or street address of consignee—For purposes of notification only.)

Destination State of County of

Route

Delivering Carrier Car Initial Md. Car No.

No. Packages	DESCRIPTION OF ARTICLES, SPECIAL MARKS, AND EXCEPTIONS	*WEIGHT (Subject to Correction)	Class or Rate	Check Column
1	2 1/2 Deep Well Set			
		150		
	John a Chaney			
	2			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

Rec'd $ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per

(The signature here acknowledges only the amount prepaid.)

Charges advanced:

$

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."
NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

THE SABOCO PUMP CO., *Shippers*,

Per

Permanent postoffice address of shipper, 121 Light St., BALTIMORE, MD., U. S. A.

Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading

T 83549 Printed by The Standard Register Co., Dayton, Ohio, U. S. A.

Ruth Chaney

vs.

Nicholas Chaney

No. 10,371 Equity

In the Circuit Court

for

Anne Arundel County.

SUBMISSION FOR DECREE

We the undersigned Solicitor for both Plaintiff and Defendant do hereby submit the proceedings in this cause for such decree as this Honorable Court may deem proper.

And as in duty bound etc.

George B. Mackall
Solicitor for Plaintiff

William J. Burch
Solicitor for Defendant.

Filed 5th May, 1932.

RUTH CHANEY	No. 10,371	Equity.
vs.	In the Circuit Court for	
NICHOLAS CHANEY.	Anne Arundel County.	

DECREE OF COURT.

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to this Court that said real estate in these proceedings mentioned cannot be divided in kind without material loss and injury,

It is thereupon this 5th day of May in the year 1952 by the Circuit Court for Anne Arundel County in Equity Adjudged, Ordered and Decreed that the real estate in these proceedings mentioned be sold And that George B. Woelfel and William Boehm be and they are hereby appointed Trustees to make said sale and the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by this Court in the penalty of Five thousand dollars, conditioned for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future decree or order in the premises They shall then proceed to make said sale, having given at least three weeks notice by advertisement inserted in some weekly or daily newspaper, printed and published in Anne Arundel County as they shall deem proper, of the time, place, manner and terms of sale, which terms shall be a deposit of Five hundred ($500) dollars on the day of sale the balance to be paid in cash upon the final ratification of the sale or all cash at the option of the purchaser, the credit portions to bear interest at the rate of 6% per annum from the day of sale and to be secured to the satisfaction of the said Trustees and as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their

Filed 5 May, 1952.

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proceedings ~~of their proceedings~~ relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of such sale and upon obtaining the Court's ratification of the sale and upon the payment of the whole purchase money, and not before, the said Trustees shall by a good and sufficient deed, to be acknowledged, and recorded according to law, convey unto the purchaser or purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto Plaintiff and Defendant and of those claiming by, from or under them or either of them; And the said Trustees shall bring into this Court the money arising from the sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as the Court might think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust

Benjamin Mudge JUDGE.

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LIBER 80 PAGE 391

No. 10,371 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and William J. Boehm, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars ($5,000.00) current money, to be paid to the said State or its certain attorneys, 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 assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 9th day of May, 1952.

Filed 10 May, 1952

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Ruth Chaney vs. Nicholas J. Chaney," No. 10,371 Equity, dated 5th day of May, 1952, George B. Woelfel and William J. Boehm were appointed Trustees to make sale of the property described in said proceedings, and the said George B. Woelfel and William J. Boehm are about to execute said power and make sale of the property described in said proceedings,

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

Witness:

Irene R. Turk
Irene R. Turk

George B. Woelfel (SEAL)
George B. Woelfel, Principal

William J. Boehm (SEAL)
WILLIAM J. BOEHM, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact

Surety.

Irene R. Turk
Irene R. Turk

Approved this 10 May, 1952.
John H. Hopkins, 3rd, Clerk

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PUBLIC SALE

OF VALUABLE

REAL ESTATE

This property is located on the road from Gambrills to Millersville having a frontage of 121 feet on said road adjoining Anderson's corner with a depth of 221 feet on one side and 228 feet on the other side, said property is improved by a five-room and bath asbestos shingle bungalow with half cellar thereunder, part of which is concrete; hot water heat, oil burner and electricity.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated May 5th, 1952, and passed in a cause therein pending wherein Ruth Chaney was plaintiff and Nicholas Chaney was defendant, the same being No. 10371 Equity, the undersigned trustees will offer said property for sale at public auction at the Court House Door in the City of Annapolis, on

Filed 1 July, 1952

Tuesday, July 1st, 1952

AT 10 O'CLOCK, A.M., D.S.T.

All that lot of ground situate on the south side of the road leading from Gambrills to Millersville. It adjoins Anderson's Corner on the said road and has a frontage of 121 feet with a depth of 221 feet, more or less, on one side and 228 feet, more or less, on the other.

Being the same property which was conveyed unto Ruth Chaney and Nicholas M. Chaney, her husband, by Mary E. Maynard by deed dated July 22nd, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 228, Folio 171.

IMPROVEMENTS: This property is improved by a five-room and bath asbestos shingle bungalow with a half cellar thereunder. It has hot water heat, oil burner, electricity and running water.

TERMS OF SALE: A deposit of $500 will be required of the purchaser or purchasers on the day of sale, balance to be paid in cash upon ratification of sale or all cash, at the option of the purchaser or purchasers. Deferred payments to bear interest at the rate of 6%. Taxes, insurance and other charges to be adjusted as of the day of sale. By arrangement with the United Federal Savings and Loan Ass'n. of Glen Burnie its mortgage of $657.34 will be paid out of the proceeds of this sale so that the purchaser or purchasers will get a free and unencumbered title.

For further particulars, apply

GEORGE B. WOELFEL,
WILLIAM J. BOEHM,
Trustees.

LIBER 80 PAGE 393

Ruth Chaney vs. Nicholas Chaney

No. 10471 Equity

In the Circuit Court for Anne Arundel County

PURCHASER'S AGREEMENT

I ~~or we~~ hereby certify that upon this 1st day of July, 1952, I ~~or we~~ purchased the property described on this handbill from George B. Woelfel and William J. Boehm, Trustees, at and for the sum of Sixty-five hundred Dollars and I ~~or we~~ do hereby agree to comply with the terms of said sale.

Witness my ~~or our~~ hands and seals placed hereon this 1st day of July, 1952.

Witness:

Robert E. Ward

Nicholas M. Chaney (Seal)

_____ (Seal)

Filed 1 July, 1952

AUCTIONEER'S CERTIFICATE

I hereby certify that upon this first day of July, 1952, I sold the property described on this handbill to Nicholas M. Chaney at and for the sum of Sixty-five Hundred Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon this 1st day of July, 1952.

Witness:

Robert E. Ward

G. W. Little (Seal)
Auctioneer

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Ruth Chaney	:	No. 10371 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Nicholas Chaney	:	Anne Arundel County
	:	

: : : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and William J. Boehm, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated the 5th day of May, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis, on the first day of July, 1952, at 10 o'clock A.M., D.S.T., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situate on the south side of the road leading from Gambrills to Millersville. It adjoins Anderson's Corner on the said road and has a frontage of 121 feet with a depth of 221 feet, more or less, on one side and 228 feet, more or less, on the other.

Being the same property which was conveyed unto Ruth Chaney and Nicholas Chaney, her husband, by Mary E. Maynard by deed dated

Filed 1 July, 1952

July 22nd, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 223, folio 171.

And your Trustees sold the above described property unto Nicholas M. Chaney at and for the sum of Sixty-five hundred ($6500) Dollars, he being at that sum the highest bidder therefor, the terms of the sale being a deposit of Five Hundred ($500) Dollars, balance upon ratification of the sale.

Respectfully submitted,

William J. Boehm
George B. Woelfel
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this first day of July, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and William J. Boehm, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Stoff
Notary Public

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LIBER 80 PAGE 396

ORDER NISI

Ruth Chaney

versus

Nicholas M. Chaney

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10371 Equity

Filed, July 1, 1952.

Ordered, this 1 day of July, 1952, That the sale of the real estate in these Proceedings mentioned, made and reported by George E. Woelfel and William J. Woehm, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of August next.

The report states that the amount of sales to be $ 6500.00.

John F. Sparrow, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ruth Chaney

versus

Nicholas M. Chaney

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 12 Aug., 1952

ORDERED BY THE COURT, This 12th day of August finally, 1952, that the sale made and reported by the Trustees 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 Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge.

LIBER 80 PAGE 397

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

No. 10,371 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and William J. Boehm, of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Fifteen Hundred Dollars ($1500.00) current money, to be paid to the said State or to its certain attorneys, 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 assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 1st day July, 1952.

Filed 2 July, 1952.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Ruth Chaney vs. Nicholas J. Chaney," No. 10,371 Equity, dated May 5, 1952, George B. Woelfel and William J. Boehm were appointed Trustees to make sale of the property described in said proceedings; and

WHEREAS the said George B. Woelfel and William J. Boehm have executed said power and made sale of the said property, and the proceeds thereof having exceeded the penalty of the original bond, this additional bond is now made requisite;

NOW, THEREFORE, THE CONDITION of the above obligation is such, That if the above bounden do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity relative to the sale of the said property, or to the proceeds thereof, then the obligation set forth above shall be void and of none effect; otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Duff

Virginia Merritt

George B. Woelfel (SEAL)
George B. Woelfel, Principal

William J. Boehm (SEAL)
William J. Boehm, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact, Surety

Approved this 2 July, 1952
John H. Hopkins, 3rd, Clerk

H.E.

LIBER 80 PAGE 398

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order Nisi - Sale - Eq 10,371

Ruth Chaney

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 August, 1952 The first insertion being made the 10th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bast

Filed 12 Aug., 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,371 Equity
RUTH CHANEY
Vs.
NICHOLAS M. CHANEY

Ordered, this 1st day of July, 1952, That the sale of the real estate in these Proceedings mentioned, made and reported by George E. Woelfel and William J. Bochm, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sales to be $6,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-31

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LIBER 80 PAGE 399

In the Case of

Ruth Chaney

VS.

Nicholas H. Chaney

In the

Circuit Court

For

Anne Arundel County

No. 10,371 Equity

To the Honorable, the Judges of said Court:

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

Filed 23 Sept., 1952

September 22, 1952

All of which is respectfully submitted.

Auditor.

Dr. Ruth Chaney vs. Nicholas M. Chaney in ac.

To Trustees for Commissions, viz:	226 56	226 56
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendant's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	49 25	
Jos. W. Alton, Jr. - Sheriff's costs	1 45	
John S. Strahorn - Examiner's fee	10 00	
Katharine H. McCutchan -Stenographer's fee	10 00	
Auditor - stating this account	22 50	
		113 20
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	46 90	
Capital-Gazette Press - handbills	10 20	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	26 00	
George B. Woelfel - fee for legal services (Order of 8/27/52)	150 00	
Clerk of Court - certified copy of deed	1 50	
One-half Federal revenue stamps	3 58	
One-half State revenue stamps	3 57	
Mary M. Hoff - notary fees	1 00	
George W. Scible - auctioneer's fee	50 00	306 75
To Trustees for Liens, viz:		
1. United Federal Savings & Loan Ass'n of Glen Burnie - in full for balance due on mortgage, release fees, etc.	720 65	
2. Regal Shop - in full payment judgment recorded in Magistrate's Docket F.A.M. No. 9 folio 12, viz:		
Debt ℔ 13.20		
Interest from 2/27/45 to 8/27/52 5.94		
Costs 3.40	22 54	
3. Edward G. Lavender - in full for judgment claim in #475 Law - January Term, 1947, viz:		
Debt ℔ 277.17		
Interest from 1/15/47 to 8/19/52 92.98		
Court costs 17.25		
Attorney's fee 27.71	415 11	1,158 30

LIBER 80 PAGE 401

To Trustees for Claims Filed, viz:

1. Nicholas Chaney - reimbursement for cost of well and pump (Order of 9/25/52) 310 00 310 00

BALANCE FOR DISTRIBUTION - $4,466.25

Distributed as follows:

To Nicholas Chaney - one-half $2,233.13

LESS
Amount of claim for
Court costs in #3929 Divorces 55.65 2,177 48

To Ruth Chaney - one-half 2,233 12

To Ruth Chaney - reimbursement for Court Costs advanced in #3929 Divorces 55 65 4,466 25

6,581 06

with George B. Woelfel and William J. Boehm Cr.

1952				
July	1	Proceeds of Sale	6,500 00	
		Interest on deferred payment to 8/22/52	52 00	6,552 00
		Refund 1952 State and County taxes ($58.13 - adjusted to 7/1/52)	29 06	29 06
				6,581 06

Filed 23 Sept, 1952.

ORDER NISI

LIBER 80 PAGE 403

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Ruth Chaney

VERSUS

Nicholas M. Chaney

No. 10,371 Equity.

ORDERED, This 23 day of September, 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 3 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of November next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this day of , 19 , that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion

LIBER 80 PAGE 404

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 10th 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,371

Ruth Chaney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of November 1952. The first insertion being made the 2nd day of October 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 1405

Filed 20 Nov. 1952.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,371 Equity

RUTH CHANEY
Vs.
NICHOLAS M. CHANEY.

Ordered, this 23rd day of September, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3rd day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

RUTH CHANEY, :

PLAINTIFF. :

VS. : NO. 10,371 EQUITY

NICHOLAS CHANEY, :

DEFENDANT. :

:::::::

ORDER OF COURT

The matter of the exceptions to the ratification of the auditor's report and account filed herein coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

Filed 24 Nov., 1952.

It is, thereupon, this twenty-fourth day of November, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED:

(1) That the exceptions filed by the said Nicholas M. Chaney herein on October 30, 1952, be, and the same are hereby, overruled.

(2) That the exceptions filed by the said Ruth Chaney herein on October 3, 1952, be, and the same are hereby, sustained.

(3) That said auditor's report and account be, and the same is hereby, ratified and confirmed except as to the three hundred ten dollars ($310.00) audited to the said Nicholas M. Chaney thereby, and which three hundred ten dollars ($310.00) was the subject of said exceptions filed by the said Ruth Chaney as aforesaid; and that the trustees apply the funds in their hands in accordance with said auditor's account except as hereinafter stated.

(4) That as to said three hundred ten dollars ($310.00), the trustees shall first deduct therefrom and pay thereout any additional costs incurred by the filing of said exceptions, and then divide the balance equally between the plaintiff and the defendant.

James C. Clark

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

RUTH CHANEY, :

PLAINTIFF. :

VS. : NO. 10,371 EQUITY

NICHOLAS CHANEY, :

DEFENDANT. :

:::::::

M E M O R A N D U M

Filed: 24 Nov., 1952.

This is a little dispute between a gentleman and his erstwhile wife. It arises on exceptions to the ratification of an auditor's account. The plaintiff and the defendant were married August 19, 1938. They acquired the property mentioned in these proceedings, as tenants by the entireties, July 22, 1940. The wife left the husband January 7, 1947. They were divorced September 13, 1951. On November 21, 1951, Mrs. Chaney instituted this suit for the sale of the property owned by them as aforesaid, for purposes of partition. The property was sold for sixty-five hundred dollars ($6500.00). The husband then filed his petition stating that he had expended three hundred ten dollars ($310.00) in installing a new pump on the property, and asking that he be paid out of the proceeds. The court ordered the claim allowed, subject to the usual exceptions. When Mrs. Chaney brought the suit, she set up in her bill that the court had ordered Mr. Chaney to pay the costs in the divorce case, that he had neglected to do so, and that she had been required to pay said costs in order to get the decree of divorce recorded. The former husband now excepts to the ratification of the auditor's account because of the allowance to Mrs. Chaney out of Mr. Chaney's share of the

proceeds of sale of fifty-five and 65/100ths dollars ($55.65) which she paid for the costs in the divorce case; and Mrs. Chaney excepts to such ratification because of the allowance of said three hundred ten dollars ($310.00) to Mr. Chaney.

The husband was by the decree in the divorce case ordered to pay the costs. The clerk refused to record said decree and issue a certified copy thereof unless and until said costs were paid. Mrs. Chaney paid, but, in so doing, cannot, I think, be considered a mere volunteer or intermeddler. If Mrs. Chaney had not paid the costs, the purchaser of the property would have demanded that they be paid before he settled for the property. Mr. Chaney should, I think, pay those costs. I will overrule his exceptions.

The matter of the pump is free from difficulty. When Mrs. Chaney left, Mr. Chaney remained in possession of the property, and either lived in it, or rented it, until it was sold. He paid Mrs. Chaney nothing for the use and occupation of the property and has never accounted for any of the rents he received. He and Mrs. Chaney were still husband and wife when he had that pump installed on July 20, 1950. But, even if it had been done after the divorce, the result would be the same. One co-tenant cannot occupy a property and collect the rents arising therefrom without paying something for said use or accounting for said rents, and, at the same time, ask his co-tenant to pay half the cost of the repairs. (Israel vs. Israel, 30 Maryland 120; Hogan vs. McMahon, 115 Maryland 195, 199, 200; McLaughlin vs. McLaughlin, 80 Maryland 115; Schilbach vs. Schilbach, 171 Maryland 405; Ranstead vs. Ranstead, 74 Maryland 387; 62 Corpus Juris 484; and my own opinions in Boehm vs. Boehm, No. 8429 Equity, and "In the Matter of the Sale of the Mortgaged Real Estate of Nettie C. Carter", No. 10,382 Equity, this court).

74 Md. 387 62 C.J. 484

Judge.

LIBER 80 PAGE 408

IN THE MATTER OF	*	IN THE CIRCUIT COURT
LEAH E. GILTZ, widow,	*	FOR
an incompetent	*	ANNE ARUNDEL COUNTY
Harmans, Maryland	*	NO. 10,443 EQUITY

* * * * * *

P E T I T I O N

* * * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Michael Demyan, next friend of Leah E. Giltz, an incompetent, respectfully states:

1. That the petitioner is an adult residing in Glen Burnie, Anne A rundel County, Maryland.

2. That Leah E. Giltz, now incompetent, is about 85 years of age, in failing physical and mental health, and whose only known living relatives are as follows:

1. Mrs. Alma Montgomery, a niece
   3504 Chestnut Avenue
   Baltimore 11, Maryland

2. Mr. Harman Padgett, a nephew
   5209 Chester Avenue
   Philadelphia, Pennsylvania

3. Mrs. Lloyd Ingraham, a niece
   1240 Carson Avenue
   Chicago, Illinois

4. Mrs. Isaac Andrussier, a niece
   41 Oakland Terrace
   Bala Cynwyd, Pennsylvania

5. Mr. Tilghman Padgett, a nephew
   60 North 63rd Street
   Philadelphia, Pennsylvania

3. That for some time past the said Leah E. Giltz has been incapable of managing her personal affairs and her estate.

4. That Leah E. Giltz, an incompetent, is now seised and possessed of 1.5 acres of land, more or less, improved by a two story dwelling house which is situated at Harmans, Maryland; and which she acquired under the last Will and Testament of Adam Giltz, her husband, said will being recorded among the Wills records of Anne Arundel County in Wills Liber OBD 1 folio362.

Filed 8 Apr., 1952.

4. That Leah E. Giltz's incompetency is the result of general arterial sclerosis and senile mental changes, and the petitioner files herewith the affidavits of Dr. Joseph Lipskey and of Dr.Gustave H. Faubert and marked as petitioners Exhibits #1 and #2 deposing to the mental comdition of the said Leah E. Giltz.

5. That there is no one legally authorized to govern the person of the incompetent or to manage her estate for her use and support, and it would be for her benefit that a Committee be appointed for the management of the person and estate of the incompetent.

WHEREFORE, your petitioner prays:

A. That this Honorable Court pass an Order directing the alleged incompetent be summoned and appear in this Court within ten days.

B. That said Order may require that within the same time a copy of the summons, petition and Order shall be left with Mrs. William Downs of Harmans, Maryland.

C. That this Honorable Court may cause to be issued a Writ De Lunatico Inquirendo to inquire into the lunacy of the said Leah E. Giltz.

D. That this Honorable Court may set the petition for hearing on or after fifteen days from the date of the Order.

E. That such further and other relief may be had by the petitioner as this case may require.

AND as in duty bound, etc.

Michael Demyan, next friend of
Leah E. Giltz ,Petitioner

16 Crain Highway, SW
Glen Burnie, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of April, 1952, before me the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Dr. Joseph Lipskey, and that he did make oath in due form of law that he has recently examined Leah E. Giltz, of Harmans, Maryland, as to her mental condition and from his examination and observation found that she is suffering from general arterial sclerosis and senile mental changes, and that he is of the opinion that she is incapable of the government of herself or the management of her estate.

Dr. Joseph Lipskey

Notary Public

Exhibit #1

Filed 8 Apr. 1952

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LIBER 80 PAGE 411

STATE OF MARYLAND. ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of April, 1952, before me the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Dr. Gustave H. Faubert, and that he did make oath in due form of law that he has known Leah Giltz of Harmans, Maryland for approximately four years, and that he has recently examined her as to her mental condition, and from his observation and examination he has found that she is suffering from general arterial sclerosis and senile mental changes and that he is of the opinion that the said Leah M. Giltz is incapable of taking care of her person or managing her estate.

Amelia H. Tubman
Notary Public

Gustave H. Faubert, M.D.

Exhibit # 2

ORDER OF COURT

Upon the foregoing petition and affidavits it is this 31st day of April 1952, by the Circuit Court for Anne Arundel County, in Equity, Ordered:

1. That the alleged incompetent, Leah E. Giltz, be summoned within ten days.

2. That within ten days a copy of the summons, petition and this order shall be left with Mrs. William Downs of Harmans, Maryland, who is now attempting to look after the said Leah E. Giltz.

3. That this petition be set for hearing on the 28th day of April, 1952.

4. That there be issued the Writ De Lunatico Inquirendo to inquire into the lunacy of the said Leah E. Giltz.

Benjamin Bladen
Judge

Filed 10 Apr., 1952

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LIBER 80 PAGE 413

In the Matter of the Estate of	:	IN THE CIRCUIT COURT
LEAH F. GILTZ	:	FOR ANNE ARUNDEL COUNTY
An Incompetent	:	Equity No. 10,455

: : : :

RETURN TO THE WRIT DE LUNATICO INQUIRENDO AND INQUISITION

This Inquisition taken this 30th day of April, 1952, in the Circuit Court for Anne Arundel County, sitting in Annapolis, Maryland, by virtue of the Writ De Lunatico Inquirendo and Inquisition, executed out of the Circuit Court for Anne Arundel County, upon the oaths of the following twelve jurors, hereinafter signing, as follows:

1. Fletcher Lane, Foremen
2. Elizabeth F. Lee
3. Howerton D. Alvey
4. Roland K. Pritchett
5. Frederick L. Kess
6. Thomas H. Williams
7. Wilson Dorsey
8. Mrs. Mildred S. Cutler
9. Edmund W. Hartge
10. Mrs. William F. Joachim
11. Shirley W. Watts
12. Elmer F. Davis

good and lawful men and women of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of Leah E. Giltz,

WITNESSETH: That the said Jurors aforesaid do find that the said Leah E. Giltz in the Writ named, is of unsound mind and cannot govern herself or manage her property. That she has been in such state of mind for the past several months, and how and why she has become so, the Jurors of Anne Arundel County cannot say unless by the visitation of God.

That the said Jurors do also find that the said Leah E. Giltz is seized and possessed of the following property:

1. One parcel of ground at Harmans, Maryland, containing about one and one-half acres more or less and improved by a two-story frame house.

2. Twenty-Five Dollars in an account with the County Trust Company of Maryland at Glen Burnie, Maryland.

Filed 30 Apr. 1952.

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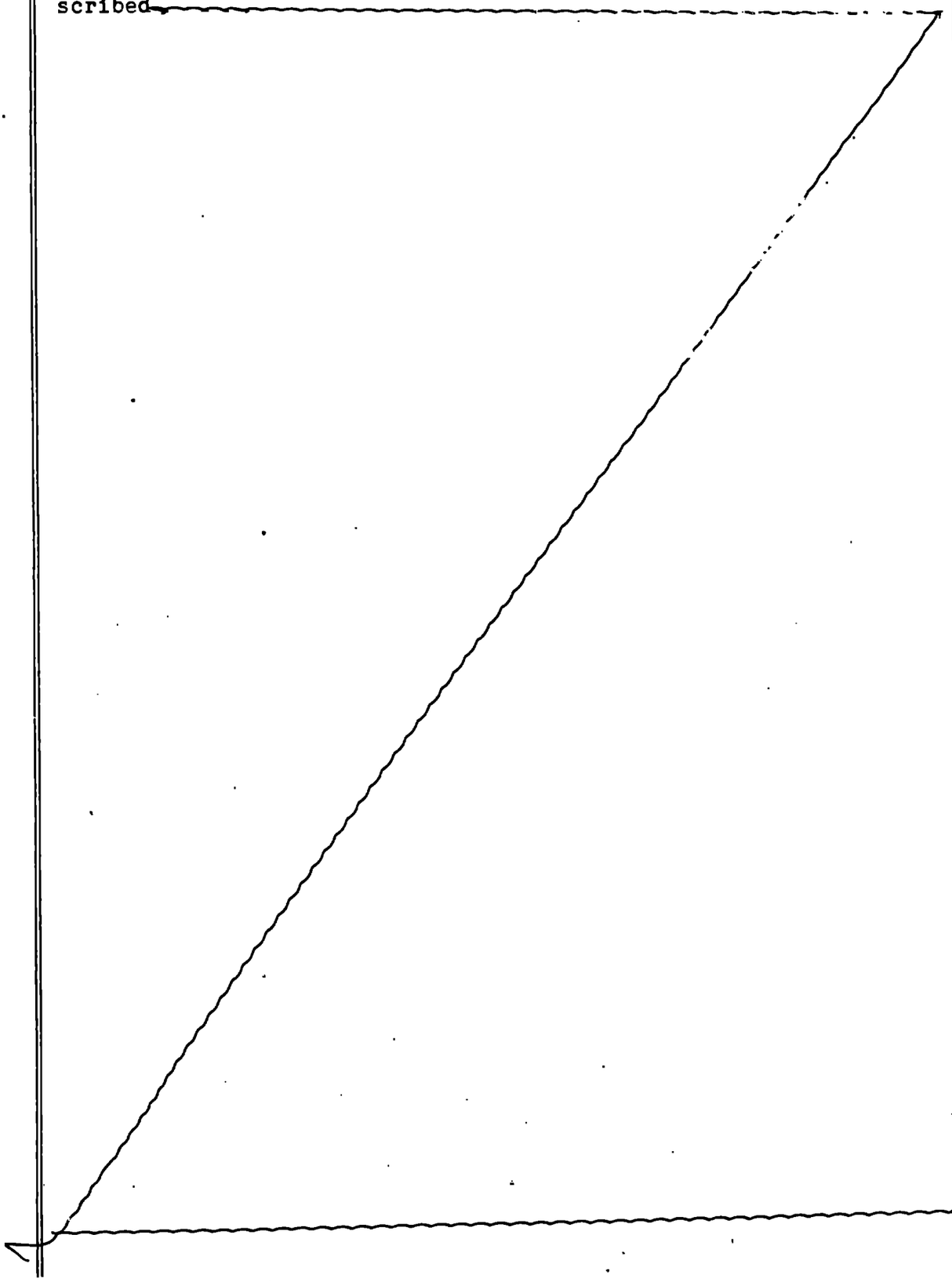
And the said Jurors also find that the nearest kin of the said Leah E. Giltz are: Harman Montgomery, a great-nephew residing in Baltimore, Maryland, and other great-nieces and nephews residing in the State of Pennsylvania.

In witness whereof, the Jurors aforesaid have subscribed.



their names and affixed their seals the day and year first above written.

& Howard D. Alvey
Frederick L. Hess
Elmer A. Davis Jr.
Edmond W. Hartge
(Mrs. Wm F.) Jeanette C. Joachim
Wilson Darrey
Thomas H. Williams
Mildred L. Cutler
Elizabeth F. Lee
R. A. Pritchett
Shirley W. Watts
Fletcher Lane

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LIBER 80 PAGE 416

In the Matter of the Estate of	:	IN THE CIRCUIT COURT
LEAH E. GILTZ	:	FOR ANNE ARUNDEL COUNTY
Incompetent	:	Equity No. 10,455

: : : : :

ORDER CONFIRMING WRIT OF INQUISITION AND APPOINTING COMMITTEE

The Writ of Inquisition taken by the Circuit Court for Anne Arundel County, in the above entitled cause, having been submitted for confirmation, the said return and the above proceedings having been read and considered, it is thereupon this 30th day of April, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED, AND DECREED that the said Inquisition be and it is hereby confirmed, and it is further

ORDERED that Michael Demyan be and he is hereby appointed Committee of the person and estate of the said Leah E. Giltz with full power and authority to take charge of and manage the property and to assume the control of the person of the said Leah E. Giltz under the direction of this Court, but before the said Michael Demyan shall proceed to act as such Committee, he shall give bond to the State of Maryland in the penal sum of $4000.00 with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as Committee.

Benjamin Michaelson
JUDGE

Filed 30 Apr. 1952.

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LIBER 80 PAGE 417

No. 10,455 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, of Anne Arundel County in the State of Maryland, as Principal, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland or its certain attorneys in the full and just sum of Four Thousand Dollars ($4000.00), to the payment whereof well and truly to be made and done we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators and assigns, firmly by these presents.

Filed 2 May, 1952.

SIGNED, SEALED and dated this 2 day of May, 1952.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 30th day of April, 1952, in a cause therein pending entitled "In the Matter of Leah E. Giltz, Incompetent," No. 10,455 Equity, it was among other things ordered that the above bounden Michael Demyan be appointed Committee of the person and estate of Leah E. Giltz, Incompetent, with full power and authority to take charge of and manage his property and to assume control of his person under the direction of said Court, upon his filing a bond in the penal sum of $4,000.00, for the faithful performance of his duties, and the approval of said bond,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Michael Demyan shall duly account for whatever shall come into his hands as such Committee, and shall pay and apply the same from time to time as he may be directed by said Court, and shall obey such orders as said Court may make in relation to said trust, and shall in all respects faithfully discharge the duties of said trust, then the obligation shall be void; otherwise to remain in full force and virtue in law.

Witness:

Virginia Merritt
Virginia Merritt

Michael Demyan (SEAL)
Michael Demyan, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-Fact.

Surety.

Approved this 2 May, 1952
John H. Hopkins, 3rd, Clerk

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IN THE MATTER OF LEAH E.GILTZ, WIDOW, AN INCOMPETENT	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,455 Equity

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

TESTIMONY

April 30, 1952

Filed 6 May, 1952

Before Hon. Benjamin Michaelson, Associate Judge.

Present:

Mr. C. Maurice Weidemeyer,)
) Solicitors for Incompetent.
Mr. Michael Demyan,)

Mr. John H. Hopkins, 3rd., Clerk.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

John Hanson, pages 2, 3, 4.

Anne L. Downs, pages 4, 5, 6.

Laura E. Ray, pages 6, 7.

Dr. Gustav H. Faubert, pages 7, 8.

Gertrude Shipley, pages 8, 9.

//

John Hanson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your full name, please.

A. John Hanson.

2. Where do you reside?

A. Harman's, Anne Arundel County.

3. How old are you?

A. July 11th I will be 79.

4. Do you know Leah Giltz?

A. Yes sir.

5. How long have you known her?

A. Probably about 58 years; it was August 6, 1893 when I came to the place.

6. Did you work near her or for her?

A. I worked for Mr. Giltz then, her husband.

7. Is her husband now living?

A. No.

8. How old is Mrs. Giltz, do you know?

A. She says she is ninety.

9. You have known her all these years?

A. I certainly have because I boarded with her and worked in the shops all that time; I haven't made no change; steady working there all the time.

10. Where is Mrs. Giltz now?

A. Some home in Catonsville; I don't know the name.

11. What is her condition now?

A. I think she is getting real feeble.

12. Can she remember?

A. To a certain extent.

13. Is she able to take care of herself?

A. I don't think so, no.

14. Have you talked to her recently?

A. Only met her once or twice on the road; had a little money for her and gave her money, but the last time I had a talk with her probably was about two months ago; I had some money for her then and so she says, "Watch me; my

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mind is getting bad" or something like that.

15. Does she have any daughters or sons?

A. No, she has no children at all.

16. Does she have any relatives?

A. Yes, nephews and nieces.

17. Do you know where they are?

A. Not exactly; they are in Baltimore, Curtis Bay, the best I know.

18. Do you know their names?

A. I know the nephew, Harmon Montgomery; I think he is down Curtis Bay; he is a checker on a boat.

19. How about Harmon Padgett, do you know him

A. I have heard of him; I don't know him personally. That's a nephew, I think lived in Pennsylvania.

20. Harmon Montgomery is a nephew?

A. Yes.

21. You say he lives at Curtis Bay?

A. Yes, checking cargoes on a boat the last I heard.

22. What kind of a business did Mrs. Giltz have there?

A. It is what they call and old time country blacksmith shop.

23. Did you work there for her?

A. Yes.

24. Up until recently was she in good sound mind?

A. I think so; I retired December 12, 1950; my health got bad and I had a talk with her and she seemed to be satisfied; she wanted to sell the shop.

25. Did she sell the shop?

A. Yes.

26. Does she have any other property?

A. She had a little property back of her house, a little strip; the fellow who bought the shop, bought this little piece of ground for a garden and a yard adjoining him.

27. Does she own her home?

A. Yes.

28. Do you know whether she has any other property like bank accounts?

A. No, she has her own home there.

29. Do you know whether she has any bank accounts or stocks?

A. No she had none the way I understand it.

30. In your opinion from observing her recently do you feel she is able or not able to take care of her affairs?

A. I think she is not able to take care of her affairs because she told me, she says, "Watch me, because my mind's getting bad", and the dealings in the shop there, she didn't seem to pay much attention to it; she left it all with me; I paid all the bills for the shop and the hire, I paid them, except taxes and insurance.

31. That was a couple of years ago?

A. Yes, that's been running on ever since about 1920; Mr. Giltz passed away in 1913 so when I took the shop over-

32. When was it you first noticed her mind was slipping?

A. About six months ago I reckon it was.

33. Has she steadily gotten worse?

A. I think so, yes.

****

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

(Mr. Weidemeyer)

1. State your full name, please.

A. Anne L. Downs.

2. Where do you reside?

A. Harman's.

3. Do you know Leah Giltz?

A. Yes.

4. Do you live near her?

A. All my life.

5. How close do you live near her?

A. It is not very far.

6. Do you see her quite often?

A. Three times a day I used to see her when she was able to travel.

7. How old is Mrs. Giltz?

A., She says she is 90, and I think she is.

8. How many years you say you have known her?

A. All my life; that's a long time.

9. That's 40 years or more?

A. Yes.

10. You say you have observed her pretty closely all during those years?

A. Yes I have.

11. Does she have a home up in Harman's?

A. Yes she has a home.

12. Does she have any other property that you know of?

A. No she sold the rest of what she had.

13. Does she have furniture in the home?

A. Some.

14. Does she have any bank account or stocks or bonds?

A. No I don't think so.

15. Have you observed Mrs. Giltz condition in the last year?

A. Yes.

16. What have you observed about her condition?

A. I think she has been failing for the last year.

17. Just how have you noticed her failing?

A. I mean she can't remember things; she doesn't remember.

18. Does she have any children?

A. No.

19. Was she in the house by herself?

A. At the last she was in the house by herself; sometimes she had roomers there; they would come and go; they didn't stay long.

20. When she was in the house by herself, who would look after her?

A. The neighbors.

21. Did you help her?

A. I used to go to see her and talk with her.

22. Where is she at the present time?

A. She is at the Opitz Home in Catonsville.

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23. Have you seen her in the last few weeks?

A. I haven't seen her since she has been there.

24. How long has it been since you have seen her?

A. I guess about two weeks.

25. What was the condition of her mind the last time you saw her?

A. Not too good.

26. Is it bad enough that she cannot take care of her affairs?

A. Oh yes, I don't think she is capable.

27. It is costing to keep her up there at the Giltz Home is it not?

A. Yes.

28. Is Mrs. Giltz' home in condition to rent?

A. Well I guess it would be; I really don't know; it is not in too good condition but I guess you could rent it.

29. In your opinion she is not able to take care or herself or the property?

A. That is my opinion.

****

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

(Mr. Weidemeyer)

1. State your full name.

A. Laura E. Ray.

2. Where do you reside?

A. Severn.

3. Do you know Leah Giltz?

A. Yes.

4. How long have you known her?

A. All my life.

5. That's a little more than 40 years?

A. Yes.

6. Have you known her quite well during those years?

A. Oh yes.

7. In the past year have you observed her rather carefully?

A. Yes we would go over there several times during the year.

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8. In the last year, what have you observed about her mental condition?

A. I have noticed that her mind is failing; she could remember the past more than she could the present; I could tell that she was feebleminded at times.

9. Does she have some property there?

A. She has a home and about an acre of ground.

10. Do you know whether she has any money, or bank accounts or any other property?

A. No she has $25.00 in the Glen Burnie Bank.

11. Is she able to look after herself in the home?

A. No.

12. Do you feel that she is in condition to take care of business matters and property?

A. No.

13. You feel that she does need nursing care and treatment?

A. Yes I do.

****

Dr. Gustav H. Faubert, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your full name.

A. Gustav H. Faubert.

2. You are a practicing physician?

A. Yes.

3. Are you the coroner?

A. Assistant Medical Examiner.

4. Recently have you had occasion to observe or examine Mrs. Leah Giltz?

A. Yes, a few days ago, with Dr. Lipsky; we went to examine Mrs. Giltz.

5. Where did you see her?

A. At her home.

6. In Harman's.

A. Yes.

7. About how old a woman is Mrs. Giltz?

A. I believe she is over 80.

8. You don't know her exact age?

A. No.

17.

9. What did youobserve about her physical or mental condition at the time you examined her?

A. Physically she appeared to be weak, feeble and surely does show some deterioration due to her age, to her lack of proper physical care, correct food and maybe amount of sleep; mentally she evidenced a great deal of confusion and incoherence; she would make a statement about certain things and a little later question/ed about the same subject, she would tell us the opposite; her memory was very impaired, expecially for recent event; regarding old events, there are certain things of the past that she could tell us what it was, but it was still very unreliable.

10. What would you diagnose her condition?

A. Senile changes due to arteriosclerotic condition, hardening of the arteries.

11. In your opinion and from your observation do you consider Mrs. Giltz as not capable of looking after herself properly?

A. No, she is not capable of taking care of any affairs of this kind.

12. Is she in condition to appear here in Court in this matter?

A. No she is not.

13. Was it at your advice?

A. She shouldn't come because she is too weak physically and I do not think this Court would obtain any reliable information from her due to her confusion.

14. You and Dr. Lipsky both observed her?

A. That's right.

15. Were you in accord on your opinion?

A. We were.

****

Gertrude Shipley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Will you state your full name?

A. Gertrude Shipley.

2. Where do you reside?

A. Near Harman's.

3. Do you know Leah Giltz?

A. Very well.

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4. How long have you known her?

A. All my life, practically; intimately for the last 50 years.

5. Did you see her quite often?

A. Yes.

6. In the past year have you seen much of her?

A. Yes, quite a good deal.

7. How often would you say?

A. In the last month I have seen her once or twice a week.

8. What have you observed about her condition during the past year?

A. She is deteriorating.

9. What did you observe about her mental condition?

A. The same thing.

10. What effect did that deterioration have upon her actions that you observed?

A. She just wasn't competent to talk and act.

11. Do you know about how old she is?

A. She is 90.

12. Her husband is dead?

A. Yes, years ago.

13. Does she have any daughters or sons or grandchildren?

A. A nephew I think and a niece.

14. Do they see her very often?

A. No.

15. Do you know where they live?

A. One lives in Baltimore and the other one lives at Sparrows Point.

16. Do you know whether she has any personal property, like bank accounts or stocks?

A. She just has $25.00 in bank.

17. She does own her home?

A. Yes.

18. In your opinion, is she competent to look after her own affairs and take care of herself at this time?

A. No she is not competent.

K.H.McC. $9.00

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LIBER 80 PAGE 427

MICHAEL DEMYAN, next friend of Leah E. Giltz,	:	IN THE CIRCUIT COURT
vs	:	FOR
LEAH E. GILTZ, an incompetent	:	ANNE ARUNDEL COUNTY
	:	NO. 10,455 EQUITY

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Michael Demyan, committee for Leah E. Giltz, respectfully shows:

1. That by an Order of this Honorable Court, passed on the 28th day of April,1952, he was appointed committee of the person and estate of Leah E. Giltz, and he has filed his approved bond with the Clerk of said Court.

2. That the said Leah E. Giltz is 88 years of age and is under the charge and care of your petitioner at the Reverend Opitz Home for the Aged and Invalid at Catonsville, Maryland where she is receiving every necessary attention for her comfort. That the cost for maintenance in said home is in the amount of $35.00 per week besides medical attention, medicines, clothing and other necessary incidental items.

3. That the property belonging to the said incompetent consists of one and one-half acres of land, more or less, situate at Harmans, Maryland; and which she acquired under the Last Will and Testament of her husband, the late Adam Giltz. The said land was acquired by Adam Giltz by deed dated January 23,1895 from Caroline Jeffrey and Enos Jeffrey, her husband, and recorded among the Land Records of Anne Arundel County in Liber JCB 1 folio 302; and by deed dated March 23,1896, from Richard N. Jeffrey and Sarah M. Jeffrey, his wife, and recorded among the land records aforesaid in Liber GW 1 folio 422.

Filed 27 May, 1952.

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4. That the aforesaid property belonging to the said incompetent is of small value, being estimated at approximately $3,000.00 to $4,000.00, without any income issuing therefrom for the support of the said incompetent. The personal property of the incompetent consists of household furniture of poor quality and in extremely poor condition and estimated to be of less than $50.00 in value. And there are no funds with which to pay for the support and care of the said incompetent.

5. That it will be necessary therefore, to sell the real estate and personal property of the said incompetent for her support and for the payment of other reasonable and proper expenses which have been incurred and will hereafter be incurred by your committee for and on behalf of the said incompetent.

WHEREFORE, your petitioner prays:

1. That this Honorable Court may pass an Order authorizing him to sell the aforesaid land and personal property and to apply the money received therefrom or so much thereof as may be necessary, under proper order of Court, for the support of said incompetent and to the payment of such other and reasonable and proper expenses as have been or may be hereafter incurred for her.

Michael Demyan
Michael Demyan, next friend
of Leah E. Giltz, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 27th day of May 1952, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael Demyan and he made oath in due form of law that the matter and facts in the foregoing petition are true to the best of his knowledge and belief.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

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LIBER 80 PAGE 429

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
LEAH E. GILTZ, An	:	ANNE ARUNDEL COUNTY
incompetent	:	
		NO. 10,455 Equity

. . . . . .

Order of Court on petition of Committee for authority to sell real estate, etc.

Filed 27 May, 1952.

Upon the petition of Michael Demyan, Committee of Leah E. Giltz, an incompetent, to sell the property in said petition described, and his affidavit thereon,

It is this 27th day of May, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that leave be and the same is hereby granted for the said Committee to take testimony to substantiate the allegations of the petition.

Benjamin Marchant
Judge

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LIBER 80 PAGE 430

IN THE MATTER OF	:	IN
LEAH E. GILTZ, WIDOW,	:	THE CIRCUIT COURT
AN INCOMPETENT.	:	FOR
	:	ANNE ARUNDEL COUNTY
		No. 10,455 Equity
	:	

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

TESTIMONY ON BEHALF OF THE PETITIONER

June 7, 1952

Present:

Mr. C. Maurice Weidemeyer, Solicitor for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Michael Demyan, pages 2, 3, 4.

Frederick D. Bertram, pages 4, 5, 6.

Edward N. C. Bradley, pages 6, 7.

Filed 13 June, 1952

Z3

Michael Demyan, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your full name.

A. Michael Demyan.

2. You are the duly appointed committee in the matter of Leah E. Giltz, No. 10,455 Equity in the Circuit Court for Anne Arundel County?

A. I am.

3. Are there any cash assets in the estate?

A. $25.00 in the County Trust Company at Glen Burnie in the account of Mrs. Leah E. Giltz.

4. Is there any real estate belonging to the estate?

A. There is.

5. Where is it located?

A. At Harman's, Md.

6. That is in the Fourth District of Anne Arundel County?

A. That is in the Fifth District of Anne Arundel County.

7. Whereabouts in Harman's is it located?

A. On the east side of old Coaling Road.

8. Is that near the railroad overpass?

A. Yes it is about 250 feet south of the overpass.

9. State the amount of acreage.

A. It is approximately one acre there; by an old survey they have stated there is a slightly larger cut.

10. Is the property improved?

A. By a house.

11. How large is it?

A. It is a two-story six room frame house.

12. Is the property located in an area where there would possibly be a fairly ready sale for it?

A. I wouldn't say it was the most desirable location.

13. Do you think it would sell?

A. Yes.

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14. Is the house in a good state of repair?

A. No it is not.

15. Is there furniture in it?

A. It has some old furniture belonging to Mrs. Giltz.

16. Is the furniture of any value in your opinion?

A. Less that $30.00. It is stated in the petition as $50.00 but I later talked to an appraiser.

17. Where is Mrs. Giltz at this time?

A. At the Opitz Home.

18. Is she able to do and care for herself at all?

A. No.

19. What is her age?

A. I have been told she is 88 years old.

20. At what cost are you keeping her at the Opitz Home?

A. $35.00 per week, plus: medical expenses and articles she might need.

21. Have any of her bills been paid there?

A. None of them.

22. For what period of time has she been there?

A. Since April 16, 1952.

23. So that there is now already an accrued bill from that time?

A. That is correct.

24. Is there any other way of providing for her care and maintenance other than by a sale of the property and use of the proceeds therefrom?

A. No there is not.

25. Then, as committee, you recommend a sale of the real estate and personal property?

A. I do.

26. You know of no other real estate that is owned by her?

A. No other.

27. There is no other personal property or possible assets?

A. No.

(Mr. Klawans)

1. What kind of heating system does the house have?

A. There is no central system; just one old stove.

2. What kind of plumbing does the house have?

A. No plumbing.

3. Does Mrs. Giltz have any relatives?

A. Nephews and nieces and they refused to have anything to do with taking care of her affairs.

4. Do you know what the property is assessed for?

A. The last assessment was $1850.00.

(Mr. Klawans)

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

Michael Demyan

Michael Demyan

****

Frederick D. Bertram, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your name?

A. Frederick D. Bertram.

2. Are you a real estate appraiser?

A. Yes, with Fred W. Ruethe Company, Glen Burnie.

3. How long have you been in the real estate business?

A. About 8 years.

4. Have you bought and sold properties for people?

A. That's right.

5. Are you familiar with values of property at Harman's.

A. Yes.

6. Do you know the Giltz house?

A. Very well.

7. Do you know Mrs. Giltz?

A. Yes.

8. How long have you known Mrs. Giltz?

A. Approximately two years.

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9. What have you observed about her condition in the past two years?

A. I don't know how she survived there alone.

10. What was her condition?

A. She was 92 years old by her own statement the last time I talked to her. She was living in the past; I always had to identify myself over again every time I was there.

11. What is the amount of acreage?

A. Approxim ately one acre.

12. What kind of house?

A. Very old frame house, two story, 7 rooms and attached summer kitchen.

13. Does it have plumbing or heating?

A. The only source of heat is an old fashioned iron stove in the one room in which she lived.

15. Does the house have a cellar?

A. A very saall one; it was full of water.

16. Is the house in a good state of repair?

A. No it is badly in need of repairs of all kinds.

17. From your observation of the house and from your experience as a real estate salesman and broker, what would you state is the fair and reasonable value of the house?

A. Between $4000 and $4500.

18. Do you think that would be a figure that the house might bring at private sale or auction?

A. At private sale, not at auction.

19. What do you think it would bring at auction?

A. My estimate would be you would be fortunate if you got $3000 for it.

20. Do you know anything about Mrs. Giltz's family?

A. Only what she told me in the one contact I had prior to her going to this home. I met a nephew very casually in the office. I suggested to her a number of times to call on her relatives and she daid they didn't care anything about her. The neighbors said they had called her nephew and he wasn't able to give her any care.

21. Do you know of any other assets that she had?

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A. I had occasion to sell the old blacksmith shop; in the course of trying to find the deed to identify the property I couldn't even find the deed to the present piece. There was no evidence of anything else.

22. Have values in the past year come down on old real estate?

A. There has not been anything to increase the value of this property.

23. The property lies low now with the overpass coming right near it?

A. The house sets up on a rise of ground which slopes away from the house to the road they used to go to old Harman's Station.

(Mr. Klawans)

To the General Question under the Rule, the witness says: I was trying to get $5500 for the old lady; the best offer I was ever able to get was $4000. I figure I can get somewhere between $4000 and $4500.

Frederick D. Bertram

Frederick D. Bertram

Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. State your name and address.

A. Edward N. C. Bradley, Glen Burnie, Md.

2. Are you familiar with values of real estate in Harman's?

A. By appraisals and by sales.

3. You follow sales pretty closely in that area?

A. I do yes.

4. Do you know the property located at Harman's belonging to Leah E. Giltz?

A. Yes.

5. Have you seen the property recently?

A. Yes.

6. Will you describe it?

A. It is a frame house with a summer kitchen attached, porch leading to it, very poor condition, very old and badly in need of repairs.

7. Does it have any heating or plumbing system?

A. No.

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8. About how old is that house?

A. I would say about 75 years old; I have known it for about 40 years.

9. How much land is with the house?

A. Approximately an acre according to the records.

10. From your observation and from your experience of sales and real estate values in and about that area, what should you say would be the fair market value of this piece of property?

A. I would say $4000 at private sale and $3600 at auction.

11. Do you think there might be a demand for property in that area of that valuation?

A. I think so; a cheap piece of property like that will appeal readily, more so than high priced property.

12. You think that valuation would attract a lot of buyers?

A. I think so.

(Mr. Klawans)

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

Edward N C Bradley

Edward N. C. Bradley

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

Witness my hand and seal this 13th day of June, 1952.

Emanuel K Cavaros (SEAL)
Examiner.

E.K. $10.00
K.H.McC. $7.00

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
LEAH E. GILTZ, An Incompetent	:	ANNE ARUNDEL COUNTY No. 10,455 Equity

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

DECREE FOR SALE

~~ORDER OF COURT~~

Upon the verified petition of Michael Demyan, Committee of the person and estate of Leah E. Giltz, an incompetent, and the testimony taken herein having been read and considered, it is this 27th day of June, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the property mentioned in the petition be sold, and that the course and manner of said Committee's proceedings shall be as follows: He shall, before making such sale, give at least three weeks notice by advertisement, inserted in some newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which terms shall be Five Hundred ($500.00) Dollars cash on the day of sale, the balance to be paid upon the ratification of sale and to bear interest at the rate of 6% per annum from the day of sale, or all cash on the day of sale at the option of purchaser; and as soon as may be convenient, after such sale, the said Committee shall return to this Court a full and particular account of his proceedings relative to such sale, with the usual affidavit annexed thereto, of the truth thereof, and of the fairness of said sale, and, on obtaining the Court's ratification of the sale and on the payment of the whole purchase money, and not before, the said Committee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, his, her, or their heirs and assigns, the property and estate to him, her or them sold, free and discharged from all claim, incumbrance or demand of any kind whatsoever; and the said Committee shall hold the fund so received from said sale subject to the order of this Court, as to the dis-

Filed 27 June, 1952.

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bursing or investing of the same, in whole or in part, after first deducting the costs of this proceeding and of said sale, and such commission to the said Committee as this Court shall think proper to allow.

Benjamin Nicholson
JUDGE

GEORGE SCIBLE - - - - LIBER 80 PAGE 440 - - - - Auctioneer

C. MAURICE WEIDEMEYER, Attorney
236 Main Street, Annapolis
And
MICHAEL DEMYAN, Attorney
Glen Burnie, Maryland

COMMITTEE'S SALE

DESIRABLE TWO-STORY FRAME DWELLING ON LARGE LOT LOCATED AT HARMAN, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Pursuant to a decree of the Circuit Court for Anne Arundel County, dated June 27, 1952, in the Matter of Leah Giltz, an incompetent, Equity No. 10,455, the undersigned Committee will sell at public auction, on the premises, located on the East side of Old Colling Road, on

Wednesday, August 6, 1952

AT 1:30 O'CLOCK, P.M.

All that lot of ground and premises, situate, lying and being in Harmans, in the Fifth Election District of Anne Arundel County, and being described as follows:

FIRST PARCEL: Beginning for the same at a stone on the end of the first line (being the SW corner) of the conveyance of a 2-acre tract of land by Charlotte Harman and others to Caroline S. Jeffrey by deed of October 23, 1886, thence running with and bounding on said conveyance South 84½ degrees East 6 perches to a stone now planted, thence leaving the line of said conveyance and running North 6 degrees East 13 perches to a stone now planted, thence North 17¾ degrees West 1 and 4/5 perches to a stone now planted at a distance of twelve feet Westerly from the Southwest corner of a ½-acre lot conveyed by the said Caroline S. Jeffrey and husband to Richard W. Jeffrey by deed dated October 12 last past, thence keeping 12 feet West of said lot and running parallel therewith North 6½ degrees East 10⅞ perches to the middle of the public road as now used and to the lot of about ⅛-acre conveyed by Caroline Jeffrey and Enos Jeffrey, her husband, to H. S. Shipley by deed dated April 19, 1890, thence binding on or about the middle of said road South 81 degrees West 3 1/3 perches to intersect the first line of the aforesaid deed from Charlotte Harman and others to Caroline Jeffrey and Enos Jeffrey, her husband, thence binding thereon South 10¾ degrees West 24¾ perches to the beginning. Containing 115 square perches of land, more or less, and improved by a two-story frame dwelling house on the South end thereof.

The foregoing lot of ground being a part of the land conveyed to Caroline Jeffrey and Enos Jeffery, her husband, by Charlotte Harman about October 23, 1886, and recorded among the Land Records of Anne Arundel County in Liber S. H. 29, Folio 311.

And being also the same land which by deed dated January 23, 1895, and recorded among the Land Records of Anne Arundel County in Liber J. C. B. 1, Folio 302, was conveyed by Caroline Jeffrey and Enos Jeffrey, her husband, to Adam Giltz.

Filed 9 Aug., 1952.

SECOND PARCEL: Beginning at a stone heretofore planted at the Southwest corner of a ½-acre lot which the stone house stands conveyed by Caroline S. Jeffrey and husband to the said Richard N. Jeffrey by deed recorded in S. H. 48, Folio 428, thence running and binding on said lot North 6½ degrees East 10 1/5 perches to the Northwest corner of said lot at a point in the Southern margin of the public road, still the same course ½ perch to the middle of said road, thence running down and binding on said road South 81 degrees West twelve feet, thence parallel with the first line of this description South 6½ degrees West 10½ perches to a point 12 feet Westerly of the beginning stone of this description, thence South 17¾ degrees East 1 4/5 perches to the endof the second or 13-perch line of the conveyance from Caroline S. Jeffrey and husband to Adam Giltz recorded in J. C. B. 1, Folio 302, thence Northerly about 28 feet to the place of beginning. Containing 254 square yards of land, more or less, being the Northern part of a strip of the same lot conveyed to Richard N. Jeffrey by Samuel A. Durner and wife by deed of April, 1895.

Being the same land which by deed dated March 23, 1896, and recorded among the Land Records of Anne Arundel County in Liber G. W. 1 at Folio 422 was conveyed by Richard N. Jeffrey and Sarah M. Jeffrey, his wife, to Adam Giltz and Leah E. Giltz, his wife.

Together with the improvements thereon, consisting of a two-story frame dwelling; together with furniture therein contained and on premises.

TERMS OF SALE: Cash deposit of $500.00 at the time and place of sale. Balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid balance of purchase money from date of sale to date of settlement.

Cost of conveyancing, title examination, Federal and State Revenue Stamps on deed to be paid by purchaser. All other adjustments to date of sale.

MICHAEL DEMYAN, Committee.

LIBER 80 PAGE 442

August 6, 1952

Sold this day to Sand Homes Corporation the property advertised on the reverse side of this circular for and at the sum of $4600 of which the sum of $500.00 has been paid this day by check.

Seth H. Linthicum

Seth H. Linthicum, President of Sand Homes Corp., Purchaser

Filed 9 Aug., 1952.

LIBER 80 PAGE 443

AUCTIONEER'S CERTIFICATE

THIS IS TO CERTIFY, that on the 6th day of August, 1952, at 1:30 P.M. pursuant to the newspaper notice given and attached hereto and the handbills distributed, copy of which is also attached hereto, I sold at public auction on the premises, the property belonging to Estate of Leah Giltz, located on Old Cooling Road at Harmans, Anne Arundel County, Maryland, to Land Homes Corporation, a body corporate, at and for the sum of Four Thousand Six Hundred Dollars ($4,600.00), said corporation then and there, being the highest bidder therefore.

Filed 9 Aug., 1952.

George W. Scible, Auctioneer

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LIBER . 80 PAGE 444

Filed 9 Aug. 1952.

C. MAURICE WEIDEMEYER, Attorney
250 Main Street, Annapolis
And
MICHAEL DEMYAN, Attorney
Glen Burnie, Maryland

COMMITTEE'S SALE
Desirable Two Story Frame Dwelling On Large Lot Located At Harman, Fifth Election District, Anne Arundel County.

Pursuant to a decree of the Circuit Court for Anne Arundel County, dated June 27, 1952, in the Matter of Leah Glitz, an Incompetent, Equity No. 10,455, the undersigned Committee will sell at public auction, on the premises, located on the East side of Old Conlins Road, on

WEDNESDAY, AUGUST 6, 1952
AT 1:30 O'CLOCK P. M.

All that lot of ground and premises, situate, lying and being in Harmans, in the Fifth Election District of Anne Arundel County, and being described as follows:

FIRST PARCEL: Beginning for the same at a stone on the end of the first line (being the SW corner) of the conveyance of a 2 acre tract of land by Charlotte Harman and others to Caroline S. Jeffrey by deed of October 23 1886, thence running with and bounding on said conveyance South 84½ degrees East 6 perches to a stone now planted, thence leaving the line of said conveyance and running North 6 degrees East 13 perches to a stone now planted, thence North 17 3/4 degrees West 1 and 4/5 perches to a stone now planted at the distance of twelve feet, Westerly from the Southwest corner of a ½ acre lot conveyed by the said Caroline S. Jeffrey and husband to Richard W. Jeffrey by deed dated October 12 last past, thence keeping 12 feet West of said lot and running parallel therewith North, 6½ degrees East 10 7/8 perches to the middle of the public road as now used and to the lot of about 1/8 acre conveyed by Caroline Jeffrey and Enos Jeffrey, her husband, to H. S. Shipley by deed dated April 13, 1880, thence binding on or about the middle of said road South 81 degrees West 3 1/2 perches to intersect the first line of the aforesaid deed from Charlotte Harman and others to Caroline Jeffrey and Enos Jeffrey, her husband, thence binding thereon South 10 3/4 degrees West 21 3/4 perches to the beginning. Containing 115 square perches of land, more or less, and improved by a two story frame dwelling house on the South end thereof.

The foregoing lot of ground being a part of the land conveyed to Caroline Jeffrey and Enos Jeffrey, her husband, by Charlotte Harman about October 23, 1886, and recorded among the Land Records of Anne Arundel County in Liber S. H. 29 folio 311.

And being also the same land which by deed dated January 23, 1885 and recorded among the Land Records of Anne Arundel County in Liber J. C. B. 1 folio 392 was conveyed by Caroline Jeffrey and Enos Jeffrey, her husband to Adam Glitz.

SECOND PARCEL: Beginning at a stone heretofore planted at the Southwest corner of a ½ acre lot which the stone house stands conveyed by Caroline S. Jeffrey and husband to the said Richard N. Jeffrey by deed recorded in S. H. 48 folio 428, thence running and binding on said lot North 6½ degrees East 10 1/5 perches to the Northwest corner of said lot at a point in the Southern margin of the public road, still the same course ½ perch to the middle of said road, thence running down and binding on said road South 81 degrees West twelve feet, thence parallel with the first line of this description South 6½ degrees West 10½ perches to a point 12 feet Westerly of the beginning stone of this description, thence South 17 3/4 degrees East 1 4/5 perches, to the end of the second or 13 perch line of the conveyance from Caroline S. Jeffrey and husband to Adam Glitz recorded in J. C. B. 1 folio 392, thence Northerly about 28 feet to the place of beginning. Containing 254 square yards of land, more or less, being the Northern part of a strip of the same lot conveyed, to Richard N. Jeffrey, by Samuel A. Durner and wife by deed of April 1895.

Being the same land which by deed dated March 23, 1896, and recorded among the Land Records of Anne Arundel County in Liber G. W. 1 at folio 422 was conveyed by Richard N. Jeffrey and Sarah M. Jeffrey, his wife to Adam Glitz and Leah E. Glitz, his wife.

Together with the improvements thereon, consisting of a two story frame dwelling; together with furniture therein contained and on premises.

TERMS OF SALE: Cash deposit of $500.00 at the time and place of sale. Balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid balance of purchased money from date of sale to date of settlement.

Cost of conveyancing, title examination, Federal and State Revenue stamps on deed to be paid by purchaser. All other adjustments to date of sale.

MICHAEL DEMYAN,
Committee.
GEORGE SCIBLE, Auctioneer. Jy-24

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Committee's Sales Eq. 10,455

Leah Glitz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 12th day of August, 1952. The first insertion being made the 10th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bach

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
LEAH E. GILTZ,	:	ANNE ARUNDEL COUNTY
An Incompetent	:	No. 10,455 Equity

: : : : : : : : :

COMMITTEE'S REPORT OF SALE OF REAL ESTATE

To the Honorable, the Judge of said Court:

The report of Michael Demyan, Committee appointed qualified and serving herein, respectfully shows as follows:

That pursuant to the decree of this Court entered herein on June 27, 1952 and after having complied with all prerequisites, as required by law, and said decree of Court, and giving notice of the time, place, manner and terms of the sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three consecutive weeks prior to the date day of sale, and also by distribution of printed hand bills both prior to and at the time of sale, copy of which newspaper advertisement together-with proof of publication and hand bill are attached hereto and made a part hereof, he did, pursuant to said notice, attend at the premises located on Old Coaling Road at Harmans, Fifth Election District of Anne Arundel County on the sixth day of August, 1952, beginning at 1:30 o'clock P.M. and then and there did proceed to show the property to prospective purchasers and then and there did sell the said property at public auction.

The sale was well attended by approximately fifteen or more interested persons and several persons entered into enthusiastic and competitive bidding. The initial starting bid was made at Twenty five Hundred Dollars ($2500.00) and thereafter by successive and competitive bidding the

Filed 9 Aug., 1952.

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the highest bid obtainable was in amount of Forty Six Hundred Dollars ($4600.00), which highest bid was made by Land Homes Corporation and the property was declared sold to said highest bidder and your Committee further reports that he has received a check from Land Homes Corporation in amount of Five Hundred Dollars ($500.00), as and for a deposit as required by the terms of said sale, which terms of sale are as follows:

Cash deposit of $500.00 at the time and place of sale. Balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid balance of purchase money from date of sale to date of settlement.

Cost of conveyancing, title examination, Federal and State Revenue Stamps on deed to be paid by purchaser. All other adjustments to date of sale.

Your Committee states that the sale was fairly made and made to the highest bidder and for the highest bid obtainable, and he verily believes that he has obtained by said sale a fair and reasonable value for the property.

There is attached hereto and made a part hereof, a certificate of George W. Scible, who made the sale.

Michael Demyan
Michael Demyan, Committee

C. Maurice Weidemeyer
C. Maurice Weidemeyer, Atty. for Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Michael Demyan, Committee, and he did make oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Josh A. Hillman
Notary Public

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ORDER NISI

LIBER 80 PAGE 447

EX PARTE

IN THE MATTER OF

~~XXXXXX~~

LEAH E. GILTZ,

An Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,455 Equity

Filed 9 Aug., 1952

Ordered, this 9 day of August, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Michael Demyan, Committee, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of September next.

The report states that the amount of sales to be $ 4,600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

EX PARTE

IN THE MATTER OF

~~XXXXXX~~

LEAH E. GILTZ,

An Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 17 Sept., 1952

ORDERED BY THE COURT, This 17th day of September, 1952, that the sale made and reported by the ~~Trustee~~ COMMITTEE aforesaid, be and the same is hereby Ratified finally 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~~ COMMITTEE allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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FICE OF

Maryland Gazette

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,455 Equity

EX PARTE IN THE MATTER OF LEAH E. GILTZ, An Incompetent

Ordered, this 9th day of August, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Michael Demyan, Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of September next.

The report states that the amount of sales to be $4,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-4

Filed 16 Sept., 1952

No. MG. 350

40

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 15, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,455

Leah E. Giltz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of Sept, 1952. The first insertion being made the 14th day of August, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

In the Case of

In the Matter of
Leah E. Giltz, Widow,
~~vs.~~
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 10,455 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 12 Nov, 1952

November 12, 1952

All of which is respectfully submitted.

Laura V. Jacklung
Auditor.

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Dr. In the Matter of Leah E. Giltz, Widow, an incompetent in ac.

To Committee for Commissions, viz:	169	37	169	37
To Committee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	50	50		
Gilbert G. Miller - Sheriff's costs	1	90		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	16	00		
Auditor - stating this account	9	00	97	40
To Committee for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	18		
Capital-Gazette Press - handbills	15	06		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Dr. Gustave H. Faubert - mental examination and testimony	35	00		
Dr. Joseph Lipsky - mental examination	10	00		
Edward N. C. Bradley - appraisal and testimony	15	00		
Frederick D. Bertram - appraisal and testimony	15	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	35	00		
Fred W. Kuethe & Co. - fire insurance premium	10	75	236	99
To Committee for Taxes, viz:				
1952 State and County taxes ($35.85 - adjusted to 8/6/52)	21	25	21	25
Balance in hands of Committee subject to further order of Court	4,126	50	4,126	50
			4,651	51

with Michael Demyan, Committee Cr.

1952				
Aug.	6	Proceeds of Sale	4,600 00	
		Interest on deferred payment to 10/13/52	45 76	4,645 76
		Refund fire insurance premium adjusted to 10/13/52	5 75	5 75
				4,651 51

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LIBER 80 PAGE 452

Filed 12 Nov, 1952.

Filed 9 Jan, 1953.

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ORDER NISI

In the Matter of

Leah E. Giltz, Widow,

~~VERSUS~~

an incompetent

. In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,455 Equity.

ORDERED, This 12 day of November, 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 22 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 22 day of December next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of January, 19 53., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

LIBER 80 PAGE 453

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 10th* 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,455

Leah E. Giltz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3* successive weeks before the *22nd* day of *Dec.* 1952 The first insertion being made the *20th* day of *Nov.* 1952

THE CAPITAL-GAZETTE PRESS, INC.

By *K. Green*

No. M. G. *7243*

45

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 10,455 Equity

In The Matter Of LEAH E. GILTZ, Widow, An Incompetent.

Ordered, this 12th day of November, 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 22nd 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 22nd day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-4

Filed 8 Jan., 1953.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
WARREN H. GRAGG AND THELMA C. GRAGG, his wife	:	No. 10,540.

Mr. Clerk:

Please docket the above entitled case and filw among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Warren H. Gragg and Thelma C. Gragg, his wife to The County Trust Company, dated June 29th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 491.

Walter S. Calwell
Attorney Named in Mortgage

John E. Starr
Solicitor for Plaintiff

Filed 1 Aug., 1952.

LIBER 80 PAGE 455

LIBER 477 PAGE 491

$13615

No. 10,540 Equity

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

THIS MORTGAGE, Made this 29th day of June, A. D. 19 48, by and between WARREN H. GRAGG and THELMA C. GRAGG, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of NEW YORK hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received thereof an advance of Dollars ($) the date execution of this mortgage having been a condition precedent to the granting of said advance; the same being part of the purchase money for the property hereinafter described.~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX AND 06/100 Dollars ($ 46.06), commencing on the first day of August, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

Filed 1 Aug., 1952.

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

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

16—4139

BEING known and designated as Lot No. 512 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No.3 Rod E-4 Plat No. 7. The improvements whereon are known as 5312 (formerly 512 Brookwood Road.)

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

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

Plaintiff's Exhibit A.

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

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

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

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

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

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

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

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

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four per cent (4%) per annum and shall be secured by this mortgage.

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness: J. Hodge Smith
J. HODGE SMITH

Warren H. Gragg [SEAL]
WARREN H. GRAGG

Thelma C. Gragg [SEAL]
THELMA C. GRAGG

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 29th day of June 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~ personally appeared Warren H. Gragg and Thelma C. Gragg, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

J. HODGE SMITH NOTARY PUBLIC BALTIMORE COUNTY, MD.

J. Hodge Smith
J. HODGE SMITH Notary Public.

Recorded-6th-July-1948-at-2:45-P.M.

FORM APPROVED ... OEG
READY FOR RECORD ... [illegible]

STATE OF MARYLAND
Loan No.

COUNTY MORTGAGE

WARREN H. GRAGG and THELMA C. GRAGG, his wife
TO
THE COUNTY TRUST COMPANY

Received for Record July 6 1948 at 2-45 o'clock P.M. Same day recorded in Liber No. 477 Folio 491 etc., one of the Mortgage Records of Anne Arundel County and examined per [illegible] Clerk.
Cost of Records, $

No. ....
Insured under the National Housing Act And Rules and Regulations of the Federal Housing Administrator For Mutual Mortgage Insurance Dated November 1, 1934
As amended ....
FEDERAL HOUSING ADMINISTRATOR
By ....
Authorized Agent.
Date ....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—4139

9 [illegible]

LIBER 80 PAGE 459

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WARREN H. GRAGG AND

THELMA C. GRAGG, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY

#10540

STATEMENT OF MORTGAGE DEBT

Filed 10 Sept., 1952.

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Warren H. Gragg and Thelma C. Gragg, his wife

to The County Trust Company

dated the 29th day of June, 1948 ~~xxx~~, and recorded among the Land Records of ~~xxxxxxx~~ Anne Arundel County in Liber J.H.H. No. 477 Folio 491

Amount of Loan		$7600.00
Less - amount paid in principal	980.52	
		6619.48
Plus - unpaid interest to 9/10/1952	139.01	
		6758.49
Less - credit in expense account	29.45	
		6729.04

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of September in the year nineteen hundred and fifty-two before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~xxxxxx~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage

~~xxxxxxxx~~ 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

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LIBER 80 PAGE 460

WALTER S. CALWELL,

Attorney Named in Mortgage

PLAINTIFF

VS

WARREN H. GRAGG AND

THELMA C. GRAGG, his wife

DEFENDANT

IN THE CIRCUIT COURT

FOR ~~BALTIMORE~~ Anne Arundel COUNTY

IN Equity

10,540

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 1952 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell and made oath in due form of Law that he knows the defendants herein and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States

(2) said defendants are not in the military service of any nation allied with the United States

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act

(4) said defendants are not members of the Enlisted Reserve Corps who has been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

Filed 10 Sept. 1952

10540

Mortgagee and Attorney's Bond. LIBER 80 PAGE 461 1-369 1m-12-32

88420

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,540 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 SEVEN THOUSAND AND 00/100 - - - - ($7,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th day of September 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 Warren H. Gragg and Thelma C. Gragg, his wife to The County Trust Company - - - - - - - - - - - - - - - - - - - bearing date the 29th day of June nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 477, Folio 491, 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
As to Principal:
Clara M. Link
Attest: As to Surety:
E.M. Keyser

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess
Vice-President G. Lee Burgess
Attest:
V.N. Mercier
Assistant Secretary V.N. Mercier

Approved this 10 September, 1952
John H. Hopkins, 3rd, Clerk

Filed 10 Sept., 1952

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LIBER 80 PAGE 462

Filed 22 Sept., 1952.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WARREN H. GRAGG AND THELMA C. GRAGG, his wife	:	(In Equity) No. 10,540

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 29th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 491 from said Warren H. Gragg and Thelma C. Gragg, his wife to The County Trust Company ~~to the Baltimore Federal Savings and Loan Association~~, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of September. 1952 at 3:05 P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in ~~Baltimore~~ Anne Arundel County known and designated as Lot No. 512 as laid down and shown on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 No. 7, the improvements whereon are known as No. 5312 (formerly 512) Brookwood Road and 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 ~~Three~~ Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
S. W. Corner Fayette and St. Paul Sts.,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE FEE SIMPLE PROPERTY

No. 5312 (formerly 512) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Warren H. Gragg and Thelma C. Gragg, his wife to The County Trust Company, dated June 29th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 477 folio 491 (default having occurred thereunder), the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, SEPTEMBER 10, 1952,
AT 3:05 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 512 as laid down and shown on Plat of property of The Ballmen Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are shown as No. 5312 (formerly 512) Brookwood Road.

The improvements whereon consist of a 2 story brick, row 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage,
SAM W. PATTISON & CO., Auctioneer.

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The said fee simple property was sold to The County Trust Company, at and for the sum of Seven Thousand ($7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of September, 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

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LIBER 80 PAGE 464

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WARREN H. GRAGG AND
THELMA C. GRAGG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,540 Equity

Filed 22 Sept., 1952

Ordered, this 22 day of September, 19 52, That the sale of the Property 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 27 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of October 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)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

WARREN H. GRAGG AND
THELMA C. GRAGG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 5 Nov., 1952

ORDERED BY THE COURT, This 5th day of November, 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
Judge

LIBER 80 PAGE 465 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5th, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,540

Warren H. Gragg

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 27 day of October, 1952. The first insertion being made the 25th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By R. Green

No. M. G. 790

12

Filed 5 Nov. 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,540 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

WARREN H. GRAGG AND THELMA C. GRAGG, His Wife.

Ordered, this 22nd day of September, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of October next.

The report states that the amount of sales to be $7,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Warren H. Gragg
and
Thelma C. Gragg, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,540 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 12 Dec., 1952

December 9, 1952

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

13

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Warren H. Gragg and Thelma C. Gragg, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	240	00	290	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	72		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	28	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Clara M. Link - notary fees	1	25	109	67
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,562	58	6,562	58
			7,000	00
Amount of mortgage claim filed	6,729	04		
Cr. Amount allowed as above	6,562	58		
Balance subject to decree in personam	166	46		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1952				
Sept.	10	Proceeds of Sale	7,000 00	7,000 00
				7,000 00

LIBER 80 PAGE 469

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Walter H. Gragg

and

Thelma C. Gragg, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,540 Equity.

Filed 20 Jan., 1953. Filed 12 Dec., 1952

ORDERED, This 12 day of December, 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 19 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of January next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of January, 1953 that the aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the [redacted] 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)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,540 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
WALTER H. GRAGG and THELMA C. GRAGG, his wife.

Ordered, this 12th day of December, 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 19th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

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

j-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6th, 1953

We hereby certify, that the annexed

Order Nisi - Aud Acct

Equity Number 10,540

Walter H. Gragg

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of January, 1953. The first insertion being made the 18th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

M. G. 8886

LIBER 80 PAGE 470

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
CARL E. McCORMICK	:	No. 10,541.

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 Carl E. McCormick to The County Trust Company, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 17.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

John E. Starr
John E. Starr
Solicitor for Plaintiff

Filed 1 Aug., 1952.

LIBER 80 PAGE 471
LIBER 471 PAGE 17

\# 13529
No. 10,541 Equity

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 16, 1941)

MORTGAGE

THIS MORTGAGE, Made this 25th day of May, A. D. 19 48, by and between CARL E. McCORMICK,

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of NEW YORK hereinafter called the Mortgagee.

[illegible]

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four per centum (4) per annum on the unpaid principal until paid, principal and interest being payable at the office of The County Trust Company, in Tarrytown, Westchester County, N.Y. [illegible], or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars ($ 46.06), commencing on the first day of July, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

Filed 1 Aug., 1948.

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

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

16—4139

BEING known and designated as Lot No. 509 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5309 (formerly 509) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets, and range, lighting fixtures, screens, water heaters, all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

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

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

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

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

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

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

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

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

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

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shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four percent (4%) per annum and shall be secured by this mortgage.

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

LIBER 80 PAGE 474

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

Shirley Sutton
Shirley Sutton

Carl E. McCormick [SEAL]
CARL E. McCORMICK

_____ [SEAL]

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 25th day of May County, 1948 before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore ~~City aforesaid~~, personally appeared Carl E. McCormick, the above named Mortgagors, and he acknowledged the foregoing mortgage to be his act.

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

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

J. Hodge Smith
J. Hodge Smith *Notary Public.*

Recorded May 28th, 1948 at 12:00 M.

FORM APPROVED ..... OSH
READY FOR RECORD ..... OSH

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IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
CARL E. McCORMICK

PLAINTIFF'S EXHIBIT "A"

LIBER 80 PAGE 475

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

CARL E. McCORMICK

IN THE

ANNE A RUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY

10141

STATEMENT OF MORTGAGE DEBT

Filed 10 Sept, 1952

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Carl E. McCormick

to The County Trust Company

dated the 25th day of May, 1948 ~~XXX~~, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 471 Folio 17

Amount of loan	$7600.00
Less - amount paid on principal	885.32
	6714.68
Plus - unpaid interest to 9/10/1952	237.25
	6951.93
Less - credit in expense account	68.28
	6883.65

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 9th day of September 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 J. Callahan, the Agent for The County Trust Company, holder of Mortgage

~~the~~ 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

LIBER 80 PAGE 476

WALTER S. CALWELL,

Attorney Named in Mortgage

PLAINTIFF

VS

CARL E. McCORMICK

DEFENDANT

IN THE CIRCUIT COURT

ANNE ARUNDEL
FOR [redacted] COUNTY

IN Equity
10741

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of September, 1952 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell.

and made oath in due form of Law that he knows the defendant nerein and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States

(2) said defendant is not in the military service of any nation allied with the United States

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

Filed 10 Sept. 1952.

#10541

Mortgagee and Attorney's Bond. 1-369 1m-12-32

LIBER 80 PAGE 477 88423

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,541 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 SEVENTY-TWO HUNDRED AND 00/100 ($7200.00) 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 9th day of September in the year nineteen hundred and fifty-two

Filed 10 Sept. 1952

Whereas, the above bounden Walter S. Calwell, Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from Carl E. McCormick to The County Trust Company,

bearing date the 25th day of May nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 471, Folio 71, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered in the presence of

As to Principal:
Clara M. Sink

Attest:
As to Surety:
E.M. Keyser

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

Attest:
Assistant Secretary V.N. Mercier

Approved this 10 September, 1952
John H. Hopkins, 3rd, Clerk.

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WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

CARL E. McCORMICK : ANNE ARUNDEL COUNTY (In Equity)

: No. 10,541

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 17 from said Carl E. McCormick to The County Trust Company which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of September, 1952 at 3 P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 509 as laid down and shown on Plat of the property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5309 (formerly 509) Brookwood Road, 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 22 Sept., 1952

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
S. W. Corner Fayette and St. Paul Sts.,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE FEE SIMPLE PROPERTY

No. 5309 (formerly 509) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Carl E. McCormick to The County Trust Company, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 471 folio 17 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, SEPTEMBER 10, 1952, AT 3 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 509 as laid down and shown on Plat of the property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5309 (formerly 509) Brookwood Road.

The improvements consist of a 2 story brick, row 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO., Auctioneer.

The said fee simple property was sold to The County Trust Company, at and for the sum of Seventy-one Hundred ($7100.00) 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 15th day of September, 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

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ORDER NISI

LIBER 80 PAGE 480

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CARL E. McCORMICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,541 Equity

Filed 22 Sept. 1952.

Ordered, this 22 day of September, 1952, That the sale of the Property 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 27 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of October next.

The report states that the amount of sales to be $ 7,100.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

CARL E. McCORMICK

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 5 Nov., 1952.

ORDERED BY THE COURT, This 5th day of November, 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
Judge

LIBER 80 PAGE 481

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,541

Carl E. McCormick

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 27th day of October, 1952. The first insertion being made the 25th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By J. Green

No. M. G. 789

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,541 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

CARL E. McCORMICK.

Ordered, this 22nd day of September, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of October next.

The report states that the amount of sales to be $7,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-16

Filed 5 Nov. 1952

LIBER 80 PAGE 482

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Carl E. McCormick

In the

Circuit Court

For

Anne Arundel County

No. 10,541 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 12 Dec., 1952.

December 9, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Carl E. McCormick in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	243 00	293 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	32 48	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
New Amsterdam Casualty Co. - bond premium	28 80	
Sam W. Pattison & Co. - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 13	
One-half State documentary stamps	4 12	
Clara M. Fink - notary fee	1 25	109 78
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,659 47	6,659 47
		7,100 00
Amount of mortgage claim filed	6,883 65	
Cr. Amount allowed as above	6,659 47	
Balance subject to decree in personam	224 18	

with Walter S. Calwell, Attorney named in Mortgage Cr.

1952				
Sept.	10	Proceeds of Sale	7,100 00	7,100 00
				7,100 00

Filed 20 Jan. 1953. Filed 12 Dec. 1952

ORDER NISI LIBER 80 PAGE 485

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Earl E. McCormick

No. 10,541 Equity.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

ORDERED, This 12 day of December, 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 19 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of January next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of January, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Auditor~~ 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., January 6th 1953

We hereby certify, that the annexed

Order Nisi - Aud. Rect.

Equity number 10,541

Earl E. McCormick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of January, 1953. The first insertion being made the 18th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 8885

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,541 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
EARL E. McCORMICK

Ordered, this 12th day of December, 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 19th day of January next; Provided, a copy of this Order be inserted in some newspeper published in Anne Aruudel County, once in each of three successive weeks before the 19th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

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

J-1

Filed 13 Jan., 1953

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LIBER 80 PAGE 486

NO. 10,327 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY,
a body corporate
Annapolis, Maryland

vs.

ORAN R. LEWIS
c/o G.C.Anfecht
930 Randolph St., N.W.
Washington, D.C.

AND all persons having or claiming to have any interest in the property known as lots 7, 8, Block 17 Sec. A., lots 15 to 20, 59 to 60 Blk. 18, Sec. A. lots 24, 25, 28, 44, 55, 56; 59 to 62 Blk 19 Sec. A, lot 16 Blk. 22 Sec. A lots 21-22 39 to 43 Blk 28 Sec. C lots 3-4 Blk. 33 Sec. C, lots 1-4-5-6-9--23-24 Blk 34B, lots 31 to 34 37-41 Blk 34B lot 88- Blk 34A, lots 89-90 Blk 34B lot 116 Blk 34B, lot 147 Blk 34, lot 23 Blk 35 Sec. E, lots 82,83,92,93,96, 105 to 109 116 Blk 36 Sec. E, lots 23-24 Blk 37 Sec.E, lots 50 to 53 60-61 Blk 40 Sec C, lots 37-38 Blk 42 Sec C, lots 60-61 Blk 43 Sec C, lot 18 Blk 46 Sec C, lots 25 to 29 Blk 47 Sec B, lots 43 to 47 Blk 47 Sec B, lots 16,41-42 Blk 48 Sec B, lots 2 to 15 Blk 49 Sec B, lots 38, 43, 47, 44, 48, Blk 60 Sec C, lots 37 to 40 Blk 62 Sec C, lots 19-20 Blk 66 Sec C, lots 14, 15, 16 Blk 67 Sec C, lots 5-6 Blk, 68, Sec C. lots 25-26 Blk 69 Sec. D, lots 4-5-6 Blk 71 Sec. E, lots 1 to 20 Blk 72, lots 21 to 39 Blk 72, lots 9 to 13 16-17 23 to 26 Blk 73, lots 31 to 40 48-49 63-64 Blk 73 4-34-37-42-43 50 to 63 Blk 75, lots 64-65-69-70-76-77 Blk 75 Sec E, lots 12-12A Blk 77 Sec D 3-4 Blk 79 Sec C, lots 1 to 7 35 40 to 44 Blk 89 Sec E lots 78-79-80-88 Blk 90 Sec C, lots 2-3-69-72 83 86 to 88 Blk 91 Sec C and lots 1-2-3-73 76 to 83 Blk 92 Sec C, all as shown on the Plat of Herald Harbor in the Second Election District of Anne Arundel County, Maryland

Filed Sept. 28" 1957

LIBER 80 PAGE 487

LUKE F. FIELDS
ELLA M. FIELDS
4708 Alhambra Avenue
Baltimore 12, Maryland

AND all persons having or claiming to have any interest in the property known as lots 81 to 84 inclusive Block C Plat of Holliday Park in the Fourth Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

First: That on or about the 9th day of October, 1950, the certificates of tax sale, attached hereto and marked "Complainant's Exhibit No. 1 with Bill of Complaint", were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, which certificates are prayed to be taken as part hereof.

Second: That the property mentioned in said certificates is described as follows:

A- Certificate No. 1072

All those lots Numbers 25 to 29 Block 47 Section B, lots 43 to 47 Block 47 Section B, lots 16, 41 and 42 Block 48 Section B, lots 2 to 15 Block 49 Section B, lots 38, 43, 47, 44, and 48 Block 60 Section C, lots 39 and 40 Block 62 Section C, lots 19 and 20 Block 66 Section C, lots 14, 15 and 16 Block 67 Section C, lots 5 and 6 Block 68 Section C, lots 25 and 26 Block 69 Section D, lots 4, 5 and 6 Block 71 Section E, lots 1 to 20 Block 72, 9, 12 and 13, 16 and 17, 23 to 26 Block 73, lots 31 to 40 48-49-63-64 Block 73, lots 4-34-37-42-43 50 to 63 Block 75, lots 64-65-69-70-76-77 Block 75 Section E, lots 12-12A Block 77 Section D, lots 3-4 Block 79 Section C, lots 1 to 7, 35, 40 to 44 Block 89 Section E, lots 78, 79-80 and 88 Block 90 Section C, lots 2, 3, 69, 72, 83, 86 to 88 Block 91 Section C, lots 1-2-3-73 76 to 83 Block 92 Section C, lots 15 to 20, 59-60 Block 18 Section A, lots 24-25-28-44-55-56, 59 to 62 Block 19 Section A, lot 16 Block 22 Section A, lots 21-22, 39 to 43 Block 28 Section C, lots 1-4-5-6-9-23-24 Block 34B, lots 31 to 34 37-41 Block 34B, lot 88 Block 34A, lots 89-90 Block 34B, lot 116 Block 34B, lot 147 Block 34, lot 23 Block 35 Section E, lots 82,83,92,93,96 105 to 109, 116 Block 36 Section E, lots 23-24 Block 37 Section E, lots 50 to 53, 60-61 Block 40 Section C, lots 37-38 Block 42 Section C and lot 18 Block 46 Section C.

Part of the same property which was conveyed to the said Oren R. Lewis by the Herald Harbor, Inc. by deed dated January 29, 1932, and recorded among the LandRecords of Anne Arundel County in Liber F.S.R. No. 95 folio 117.

Lots 37 and 38 Block 62 Section C, lots 10 and 11 Block 73, lots 7-8 Block 17 Section A and lots 60-61 Block 43 Section C.

Being a part of the same property which was conveyed to the said Oren R. Lewis by Herald Harbor, Inc. by deed dated January 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 95 folio 114.

Lots 3-4 Block 33 Section C.

Being the same property which was conveyed to the said Oren R. Lewis by Josephine Black, unmarried, by deed dated June 24, 1931, and recorded among said Land Records in Liber F.S.R. No. 95 folio 262, and assessed on the date of the Collector's sale to Oren R. Lewis whose last known address was c/o G. C. Anfrecht, 930 Randolph Street, N.W., Apt. 27, Washington, D. C. The amount due on the day of sale was $930.20.

B- Certificate No. 1503

Lots 81-82-83 and 84 Block C on the plat of Holladay Park, Being the same property which was conveyed to Luke F. Fields and Ella M. Fields, his wife, by the Holladay Park Corporation by deed dated May 4, 1928, and recorded among Land Records of Anne Arundel County in Liber F.S.R.No. 38 folio 177, and assessed on the date of the Collector's sale to Luke F. Fields and wife whose last known address was 4708 Albrambra Avenue, Baltimore 12, Maryland. The amount due on the day of sale was $17.32.

The said lots as above described are the identical lots of ground described in the aforesaid Collector's Certificates.

Third: That according to the Equity, Law and Land Records of Anne Arundel County and the records of the Register of Wills of said County, the title to said lots is still vested in the names of the parties listed as respondents herein.

Fourth: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

Fifth: The complainant prays for process directed to the above named respondents whose last known addresses are set out with their names after the description of each property. A copy of the bill of complaint and order of publication has been mailed to each of the non-residents at their respective addresses.

Sixth: The complainant prays for an order of publication directed to all parties in interest in the various properties.

Seventh: To redeem the properties, it is necessary for the respondents to pay the sums as set after each property, with interest from October 9, 1950, all taxes, interest and penalties

accruing subsequent to the day of sale which have actually been paid by the complainant under Section 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

Eighth: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

And as in duty bound, etc.,

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY Ralph L. Lowman
Complainant

Marvin I. Anderson
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26 day of September 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 Ralph L. Lowman, President, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Theodore T. Fairbanks
Notary Public

ANNE ARUNDEL CO. THEODORE T. PANTAZ NOTARY

Complainant's Exhibit No. 1 with Bill of Complaint

LIBER 80 PAGE 490

CERTIFICATE OF TAX SALE

1072

JOSEPH H. GRISCOM, Sr.

I, ... County Treasurer ....., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to [illegible] at public auction for the sum of [illegible] Dollars and [illegible] Cents, of which ..... Dollars has been paid as a deposit on the property in ..... described as .....

.....

.....

.....

and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 2 Sept., 1951

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ..... day of October, OCT 9 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

Dist II Lewis, Oren Lots 7-8 Block 17 Sec A Herald Harbor

X " 15 to 20 59-60 Blk 18 Sec A
X " 24-25-28-44-55-56 59 to 62 Blk 19 Sec A
X " 16 Blk 22 Sec A
+ " 21-22 39 to 43 Blk 23 Sec C
O " 3-4 Blk 33 Sec C
+ " 1-4-5-6-9-33-34 Blk 34A → [illegible] 34B Not 34A
+ " 31 to 34 37-42 Blk 34B → this was section 34B Not 34A
+ " 88 Blk 34A
+ " 89-90 Blk 34B
+ " 116 Blk 34B
+ " 147 Blk 34
+ " 23 Blk 35 Sec B
+ " 83-85-92-93-96 105 to 109 115 Blk 36 Sec B
+ " 23-24 Blk 37 Sec B
+ " 50 to 53 60-61 Blk 40 Sec C
+ " 37-39 Blk 42 Sec C
✓ " 60-61 Blk 43 Sec C
X " 18 Blk 46 Sec C

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Certificate 80

Lewis, Oren R Herald Harbor

X Lots 26 to 29 Blk 47 Sec D
+ " 43 to 47 Blk 47 Sec B
+ " 16-41-42 Blk 48 Sec B
+ " 2 to 15 Blk 49 Sec B
+ " 38-43-47-44-48 Blk 60 Sec C
X 39×40 ✓ 37×[illegible] — " 37 to 40 Blk 62 Sec C
+ " 19-20 Blk 66 Sec C
+ " 14-15-16 Blk 67 Sec C
X " 5-6 Blk 68 Sec C
+ " 26-28 Blk 69 Sec D
+ " 4-5-6 Blk 71 Sec B
+ " 1 to 20 Blk 72
+ " 31 to 39 Blk 72
✓ [illegible] = X " 9 to 13 16-17 23 to 26 Blk 73
X " 31 to 40 48-49-63-64 Blk 73
X " 4-34-37-42-43 50 to 53 Blk 75
X " 64-65-69-70-76-77 Blk 75 Sec B
X " 12-12A Blk 77 Sec D
X " 3-4 Blk 79 Sec C
X " 1 to 7 35 40 to 44 Blk 89 Sec E
X " 78-79-80-88 Blk 90 Sec C
X " 2-3-69-72-83 86 to 88 Blk 91 Sec C
X " 1-2-3-73 76 to 85 Blk 92 Sec C

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Complainant's Exhibit No. 1 with Bill of Complaint

1503

LIBER 80 PAGE 492

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October OCT 10 1949, I sold to A.A. Co Commissioners at public auction for the sum of 17.32 Dollars and ..... Cents, of which NONE Dollars has been paid as a deposit on the property in District 4 described as 4-8777 Lots 81-84 inclusive Blk C + Lots 82-83 Plat of Holiday Park + 4708 (illegible) and assessed to Mike F + Ella M Fields.

Filed 28 Sept, 1951

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

go ahead

GRISCOM
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

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LIBER 80 PAGE 493

NO. 10,327 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY,
a body corporate
Annapolis, Maryland

vs.

ORAN R. LEWIS
c/o G.C.Anfecht
930 Randolph St., N.W.
Washington, D.C.

AND all persons having or claiming to have any interest in the property known as lots 7, 8, Block 17 Sec. A., lots 15 to 20, 59 to 60 Blk. 18, Sec. A. lots 24, 25, 28, 44, 55, 56; 59 to 62 Blk. 19 Sec. A, lot 16 Blk. 22 Sec. A lots 21-22 39 to 43 Blk 28 Sec. C lots 3-4 Blk. 33 Sec. C, lots 1-4-5-6-9--23-24 Blk 34B, lots 31 to 34 37-41 Blk 34B lot 88- Blk 34A, lots 89-90 Blk 34B lot 116 Blk 34B, lot 147 Blk 34, lot 23 Blk 35 Sec. E, lots 82,83,92,93,96, 105 to 109 116 Blk 36 Sec. E, lots 23-24 Blk 37 Sec. E, lots 50 to 53 60-61 Blk 40 Sec C, lots 37-38 Blk 42 Sec C, lots 60-61 Blk 43 Sec C, lot 18 Blk 46 Sec C, lots 25 to 29 Blk 47 Sec B, lots 43 to 47 Blk 47 Sec B, lots 16,41-42 Blk 48 Sec B, lots 2 to 15 Blk 49 Sec B, lots 38, 43, 47, 44, 48, Blk 60 Sec C, lots 37 to 40 Blk 62 Sec C, lots 19-20 Blk 66 Sec C, lots 14, 15, 16, Blk 67 Sec C, lots 5-6 Blk, 68, Sec C. lots 25-26 Blk 69 Sec. D, lots 4-5-6- Blk 71 Sec. E, lots 1 to 20 Blk 72, lots 21 to 39 Blk 72, lots 9 to 13 16-17 23 to 26 Blk 73, lots 31 to 40 48-49 63-64 Blk 73, 4-34-37-42-43 50 to 63 Blk 75, lots 64-65-69-70-76-77 Blk 75 Sec E, lots 12-12A Blk 77 Sec D 3-4 Blk 79 Sec C, lots 1 to 7 35 40 to 44 Blk 89 Sec E lots 78-79-80-88 Blk 90 Sec C, lots 2-3-69-72 83 86 to 88 Blk 91 Sec C and lots 1-2-3-73 76 to 83 Blk 92 Sec C, all as shown on the Plat of Herald Harbor in the Second Election District of Anne Arundel County, Maryland

Filed 28 Sept. 1951

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LUKE F. FIELDS
ELLA M. FIELDS
4708 Alhambra Avenue
Baltimore 12, Maryland

AND all persons having or claiming to have any interest in the property known as lots 81 to 84 inclusive Block C Plat of Holliday Park in the Fourth Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this proceedings is to secure the foreclosure of all rights of redemption in the following properties in the Second and Fourth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for State of Maryland and Anne Arundel County to the complainant in this proceeding:

All those lots Numbers 25 to 29 Block 47 Section B, lots 43 to 47 Block 47 Section B, lots 16, 41 and 42 Block 48 Section B, lots 2 to 15 Block 49 Section B, lots 38, 43, 47, 44, and 48 Block 60 Section C, lots 39 and 40 Block 62 Section C, lots 19 and 20 Block 66 Section C, lots 14, 15 and 16 Block 67 Section C, lots 5 and 6 Block 68 Section C, lots 25 and 26 Block 69 Section D, lots 4, 5 and 6 Block 71 Section E, lots 1 to 20 Block 72, 9, 12 and 13, 16 and 17, 23 to 26 Block 73, lots 31 to 40 48-49-63-64 Block 73, lots 4-34-37-42-43 50 to 63 Block 75, lots 64,65-69-70-76-77 Block 75 Section E, lots 12-12A Block 77 Section D, lots 3-4 Block 79 Section C, lots 1 to 7, 35, 40 to 44 Block 89 Section E, lots 78, 79-80 and 88 Block 90 Section C, lots 2, 3, 69, 72, 83, 86 to 88 Block 91 Section C, lots 1-2-3-73, 76 to 83 Block 92 Section C, lots 15 to 20, 59-60 Block 18 Section A, lots 24-25-28-44-55-56, 59 to 62 Block 19 Section A, lot 16 Block 22 Section A, lots 21-22, 39 to 43 Block 28 Section C, lots 1-4-5-6-9-23-24 Block 34B, lots 31 to 34 37-41 Block 34B, lot 88 Block 34A, lots 89-90 Block 34B, lot 116 Block 34B, lot 147 Block 34, lot 23 Block 35 Section E, lots 82,83,92,93,96 105 to 109, 116 Block 36 Section E, lots 23-24 Block 37 Section E, lots 50 to 53 60-61 Block 40 Section C, lots 37-38 Block 42 Section C and lot 18 Block 46 Section C.

Lots 37 and 38 Block 62 Section C, lots 10 and 11 Block 73, lots 7-8 Block 17 Section A and lots 60-61 Block 43 Section C.

Lots 3-4 Block 33 Section C.

Assessed on the date of the Collector's sale to Oren R. Lewis whose last known address was, c/o G. C. Anfrecht, 930 Randolph Street, N.W. Apt. 27, Washington, D. C.

All those lots Numbers 81-82-83 and 84 Block C on the plat of Holladay Park, and assessed on the date of the Collector's sale to Luke F. Fields and wife, whose last known address was 4708 Albrambra Avenue, Baltimore 12, Maryland.

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The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than one year and a day from the date of sale have expired.

It is thereupon this 28 day of September 1951, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County onee a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4 day of December, 1951, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John F. Holbrook, Jr.
Clerk

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,927 EQUITY
COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate Annapolis, Maryland
Vs.
ORAN R. LEWIS c o G. C. Anrecht, 930 Randolph St., N. W., Washington, D. C.
AND all persons having or claiming to have any interest in the property known as lots 7, 8, Block 17 Sec. A., lots 15 to 20, 59 to 60 Blk. 18, Sec. A. lots 24, 25, 28, 44; 55, 56; 59 to 62 Blk. 19 Sec. A, lot 16 Blk. 22 Sec. A lots 21-22 39 to 43 Blk 28 Sec. C lots 3-4 Blk. 33 Sec. C, lots 144-5-6-9-23-24 Blk 34B, lots 31 to 34 37-41 Blk 34B lot 88-Blk 34A, lots 89-90 Blk 34B lot 116 Blk 34B, lot 147 Blk 34, lot 23 Blk 35 Sec. E, lots 82, 83, 92, 93, 96, 105 to 109 116 Blk 36 Sec. E lots 23-24 Blk 37 Sec. E lots 50 to 53 60-61 Blk 40 Sec. C, lots 37-38 Blk 42 Sec. C, lots 60-61 Blk 43 Sec. C, lots 18 Blk 46 Sec. C, lots 25 to 29 Blk 47 Sec. B, lots 43 to 47 Blk. 47 Sec. B, lots 16, 41-42 Blk. 48 Sec. B, lots 2 to 15 Blk 49 Sec. B, lots 38, 43, 47, 44, 48, Blk 60 Sec. C, lots 37 to 40 Blk 62 Sec. C, lots 19-20 Blk 66 Sec. C, lots 14, 15, 16, Blk 67 Sec. C, lots 5-6 Blk, 68, Sec. C. lots 25-26 Blk 69 Sec. D, lots 4-5-6-Blk 71 Sec. E, lots 1 to 20 Blk 72, lots 21 to 30 Blk 72, lots 9 to 13 16-17 23 to 26 Blk 73, lots 31 to 40 48-49 63-64 Blk 73, 4-34-37-42-43 50 to 63 Blk 75, lots 64-65-69-70-76-77 Blk 75 Sec. E, lots 12-12A Blk 77 Sec. D 3-4 Blk 79 Sec. C, lots 1 to 7 35 40 to 44 Blk 89 Sec. E, lots 78-79-80-88 Blk 90 Sec. C, lots 2-3-69-72 83 86 to 88 Blk 91 Sec. C, and lots 1-2-3-73 76 to 83 Blk 92 Sec. C, all as shown on the Plat of Herald Harbor in the Second Election District of Anne Arundel County, Maryland.
LUKE F. FIELDS, ELLA M. FIELDS, 4708 Alhambra Avenue, Baltimore 12, Maryland
AND all persons having or claiming to have any interest in the property known as lots 81 to 84 inclusive Block C Plat of Holladay Park in the Fourth Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this proceedings is to secure the aforeclosure of all rights of redemption in the following properties in the Second and Fourth Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for State of Maryland and Anne Arundel County to the complainant, in this proceeding:

All those lots Numbers 25 to 29 Block 47 Section B, lots 43 to 47 Block 47 Section B, lots 16, 41 and 42 Block 48 Section B, lots 2 to 15 Block 49 Section B, lots 38, 43, 47, 44, and 48 Block 60 Section C, lots 39 and 40 Block 62 Section C, lots 19 and 20 Block 66 Section C, lots 14, 15 and 16 Block 67 Section C, lots 5 and 6 Block 68 Section C, lots 25 and 26 Block 69 Section D, lots 4, 5 and 6 Block 71 Section E, lots 1 to 20 Block 72, 9, 12 and 13, 16 and 17, 23 to 26 Block 73, lots 31 to 40 48-49-63-64 Block 73, lots 4-34-37-42-43 50 to 63 Block 75, lots 64, 65-69-70-76-77 Block 75 Section E, lots 12-12A Block 77 Section D, lots 3-4 Block 79 Section C, lots 1 to 7, 35, 40 to 44 Block 89 Section E, lots 78, 79-80 and 88 Block 90 Section C, lots 2, 3, 69, 72, 83 86 to 88 Block 91 Section C lots 1-2-3-73, 76 to 83 Block 92 Section C, lots 15 to 20, 59-60 Block 18 Section A, lots 24-25-28-44-55-56, 59 to 62 Block 19 Section A, lot 16 Block 22 Section A, lots 21-22, 39 to 43 Block 28 Section C, lots 1-4-5-6-9-23-24 Block 34B, lots 31 to 34 37-41 Block 34B, lot 88 Block 34A, lots 89-90 Block 34B, lot 116 Block 34B, lot 147 Block 34, lot 23 Block 35 Section E, lots 82-83,92,93,96 105 to 109, 116 Block 36 Section E, lots 23-24 Block 37 Section E, lots 50 to 53 60-61 Block 40 Section C, lots 37-38 Block 42 Section C and lot 18 Block 46 Section C.

Lots 37 and 38 Block 62 Section C. lots 10 and 11 Block 73, lots 7-8 Block 17 Section A and lots 60-61 Block 43 Section C.

Lots 3-4 Block 33 Section C.

Assessed on the date of the Collector's sale to Oren R. Lewis whose last known address was, c/o G. C. Anfrecht, 930 Randolph Street, N. W., Apt. 27, Washington, D. C.

All those lots Numbers 81-82-83 and 84 Block C on the plat of Holladay Park, and assessed on the date of the Collector's sale to Luke F. Fields and wife, whose last known address was 4708 Alhambra Avenue, Baltimore 12, Maryland.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than one year and a day from the date of sale have expired.

It is thereupon this 28th day of September, 1951, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4th day of December, 1951, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
o-25

Filed 10 Dec., 1951.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1951

We hereby certify, that the annexed Order of Publication Equity 10,927 Oran R. Lewis

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 December, 1951. The first insertion being made the 4th day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie Davis

1c

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate	:	No. 10,327 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
ORAN R. LEWIS et al	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : :

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is, thereupon, this 13th day of December, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint, be, and the same is hereby taken pro confesso against said Defendants.

Benjamin Michaelson
Judge

Filed 13 Dec., 1951

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COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate	:	NO. 10,327 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	
ORAN R. LEWIS et al	:	ANNE ARUNDEL COUNTY

: : : : : :

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Section 89-I to 90 P, of Article 81 of the Annotated Code of Maryland (1943 Supplement).

It is, thereupon, this 15th day of ~~December~~ January, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants or of anyone claiming, by, from or under them, or any of them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 9th day of October, 1950, for the non-payment of taxes be, and the same are hereby, barred and foreclosed.

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

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

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

Benjamin Michaelson
Judge

Filed 15 Jan., 1952.

LIBER 80 PAGE 499

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL L.	:	for
GARDNER, HIS WIFE.	:	Anne Arundel County.

Mr. Clerk:

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

Respectfully,

George E. Pullman
ATTORNEY NAMED IN MORTGAGE.

Filed 21 July, 1932.

COUNTY FORM

LIBER 418 PAGE 449

LIBER 80 PAGE 500

No. 10,524 Equity.

This Mortgage,

Made this 27th day of June, in the year one thousand, nine hundred and forty-seven, Between Earle G. Gardner and Ethel L. Gardner, 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 SIX THOUSAND NINE HUNDRED ($6,900.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of FIFTY-THREE ($53.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 1947, 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 21 July, 1952.

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 situate in the village of West Annapolis, Second District of Anne Arundel County, Maryland, on the Northwest side of Severn Avenue, with a frontage thereon of 50 feet and an uniform depth therefrom of 150 feet, and designated as Lot No. 3 of Block 21 on Aldridge's Revised and Corrected Plat of West Annapolis, duly filed among the Land Records of Anne Arundel County in Liber J.C.B. No. 4 folio 297.

Being the same property which was conveyed to the above named Mortgagors by Kenneth E. Egan and James C. Morton, Jr., Committee of the person and estate of Helen Paska Egan, Incompetent, by deed dated and left for record among the aforesaid Land Records simultaneously with these presents.

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.

LIBER 80 PAGE 502

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 four per cent. (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer 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 four per cent. (4%) 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 hands and seals of the said Mortgagors,

Witness:

Ruby W. Chaney
Ruby W. Chaney

Earle G. Gardner (SEAL)
Earle G. Gardner

(SEAL)

Ethel L. Gardner (SEAL)
Ethel L. Gardner

(SEAL)

M. L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of June, 1947, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Earle G. Gardner and Ethel L. Gardner, 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 - 16th July, 1947, at 3 P.M.

PURCHASE MONEY

MORTGAGE

FROM

EARLE G. GARDNER

and

ETHEL L. GARDNER, HIS WIFE,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

Received for Record July 16, 1947 at 3 o'clock M. Same day recorded in Liber 80 No. 503 Folio 449 etc., one of the Land Records of Anne Arundel County, and examined, per [illegible] Clerk.

Cost of Record, $ 5.00

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

no stamps required

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL L.	:	for
GARDNER, HIS WIFE.	:	Anne Arundel County

Filed 21 July, 1952

STATEMENT OF MORTGAGE CLAIM

Balance due on mortgage	$6,463.72
To interest	43.17
Total due	$6,506.89

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of July, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC

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F. 21733 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND. LIBER 80 PAGE 505 no. 10,524 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, State of Maryland, - as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand ($7,000.00)- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this - - - 25th - - - - day of July, - - - - - - - - - - - - - -, in the year of our Lord 1952.

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

by virtue of the power contained in a mortgage from Earle G. Gardner and Ethel L. Gardner, his wife, - - - - - - - - - - - - to First Federal Savings and Loan Association of Annapolis, bearing date the - - - 27th - day of June, 1947 and recorded among the ~~mortgage~~ land records of Anne Arundel County - - - - - in Liber J. H. H. No. 413 Folio 449 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]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes
H. Cookman Hindes Attorney-in-fact

Estelle M. Fiedler
Estelle M. Fiedler

Attorney-in-fact

Filed 29 July, 1952

approved this 29 July, 1952.
John H. Hopkins, 3rd, Clerk.

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

PUBLIC SALE

OF VALUABLE

REAL ESTATE

SITUATE ON SEVERN AVENUE, WEST ANNAPOLIS, ANNAPOLIS, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Earle G. Gardner and Ethel L. Gardner, his wife, dated the 27th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 418, Folio 449, the undersigned, as the attorney named in said mortgage to make sale of said property therein described, will offer for sale by public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, August 19th, 1952

AT 10:45 O'CLOCK, A.M.

Filed 21 Aug. 1952

the property in said mortgage described, namely:

All that lot or parcel of ground situate in the village of West Annapolis, Annapolis, Maryland (formerly in the Second District of Anne Arundel County), on the Northwest side of Severn Avenue with a frontage thereon of 50 feet and an uniform depth therefrom of 150 feet, and designated as Lot No. 3 of Block 21, on Aldridge's Revised and Corrected Plat of West Annapolis, duly filed among the Land Records of Anne Arundel County in Liber J. C. B. No. 4, Folio 297. Being the same property which was conveyed to the said Earle G. Gardner and Ethel L. Gardner, his wife, by Kenneth E. Eagan and James C. Morton, Jr., Committee of the person and estate of Helen Paska Eagan, Incompetent, by deed dated the 27th day of June, 1947, and recorded among the aforesaid Land Records in Liber J. H. H. 418, Folio 446.

Said lot of ground is improved by a semi-bungalow, containing six rooms, bath, full basement with club cellar.

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, Maryland.

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL	:	for
L. GARDNER, HIS WIFE.	:	Anne Arundel County

AUCTIONEER'S CERTIFICATE.

I hereby certify that I have this 19th day of August, 1952, sold the within described property to Thomas M. Adams and Granville M. Adams, his wife, they at and for the sum of $6,700.00, being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

George W. Scible AUCTIONEER

Filed 21 Aug 1952

PURCHASER'S AGREEMENT

We hereby certify that we have this 19th day of August, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $6,700 and hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Thomas M. Adams (SEAL)
Thomas M. Adams

TEST:

Granville M. Adams (SEAL)
Granville M. Adams

Carey L. Meredith
Carey L. Meredith

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL	:	for
L. GARDNER, HIS WIFE.	:	Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Earle G. Gardner and Ethel L. Gardner, his wife, dated the 27th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 418 folio 449, 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, August 19th, 1952, at 10:45 o'clock A. M., and then and there sold the said property to Thomas M. Adams and Granville M. Adams, his wife, at and for the sum of Six Thousand Seven Hundred Dollars ($6,700.00), they being then and there the highest bidders therefor, which property is as follows:

> All that lot or parcel of ground situate in the village of West Annapolis, Annapolis, Maryland (formerly in the Second District of Anne Arundel County) on the Northwest side of Severn Avenue with a frontage thereon of 50 feet and an uniform depth therefrom of 150 feet, and designated as Lot No. 3 of Block 21, on Aldridge's Revised and Corrected Plat of West Annapolis, duly filed among the Land Records of Anne Arundel County in Liber J.C.B. 4 folio 297. Being the same property which was conveyed to the said Earle G. Gardner and Ethel L.

Filed 21 Aug., 1952.

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Gardner, his wife, by Kenneth E. Eagan and James C. Morton, Jr., Committee of the person and estate of Helen Paska Eagan, Incompetent, by deed dated the 27th day of June, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 418 folio 446.

Said lot of ground is improved by a semi-bungalow, containing six rooms, bath, full basement with club cellar

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

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest 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.

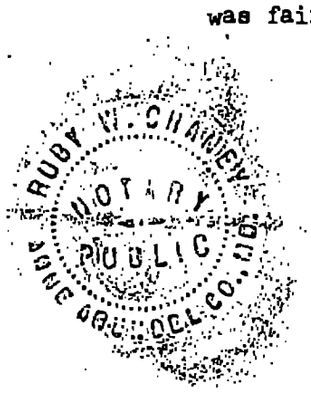
Respectfully submitted,

George E. Rullman
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20th day of August, 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

//

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL L.	:	for
GARDNER, HIS WIFE.	:	Anne Arundel County

Filed 21 Aug., 1952

ORDER NISI

ORDERED, this 21 day of August, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 25 day of September, next.

The Report states the amount of sales to be Six Thousand Seven Hundred Dollars ($6,700.00).

John H. Hopkins, 3rd,
CLERK

IN THE MATTER OF THE SALE	:	No. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL L.	:	for
GARDNER, HIS WIFE.	:	Anne Arundel County

Filed 6 Oct., 1952

FINAL ORDER

ORDERED by the Court this 6th day of ~~September~~ October, 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

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LIBER 80 PAGE 511 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 16, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,524

Earle G. Gardner

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 25th day of September, 1952 The first insertion being made the 23rd day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 5791

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 10,524 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EARLE G. GARDNER AND ETHEL L. GARDNER, HIS WIFE.

ORDERED, this 21st day of August, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Rollman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of September, 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 25th day of September, next.

The Report states the amount of sales to be Six Thousand Seven Hundred Dollars ($6,700.00).

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-12

Filed 6 Oct, 1952

IN THE MATTER OF THE SALE	:	NO. 10,524 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
EARLE G. GARDNER AND ETHEL	:	for
L. GARDNER, HIS WIFE	:	Anne Arundel County

Filed 6 Oct., 1952.

PETITION FOR SUBSTITUTION OF PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Thomas M. Adams and Granville M. Adams, his wife, respectfully shows:

That on Tuesday, August 19, 1952, they purchased the property described in these proceedings, and more particularly described in the Report of Sale heretofore filed from George E. Bullman, Attorney named in Mortgage, as is more particularly set forth in these proceedings.

That since the day of said sale your Petitioners, Thomas M. Adams, and Granville M. Adams, his wife, have sold their interest in said property to Carey L. Meredith.

WHEREFORE, your Petitioners pray the Court to pass an order substituting Carey L. Meredith as the purchaser in the place and stead of your Petitioners.

As in duty bound, etc.

/s/ Thomas M. Adams
Thomas M. Adams

/s/ Granville M. Adams
Granville M. Adams

County of Arlington (mmm)
~~CITY OF WASHINGTON~~
State of Virginia (mmm)
~~DISTRICT OF COLUMBIA~~, TO-WIT:

I hereby certify that on this 3rd day of October, 1952, before me, the subscriber, a Notary Public, in and for ~~the City of~~ The County of Arlington State of Virginia (mmm) ~~Washington, District of Columbia~~, personally appeared Thomas M. Adams and Granville M. Adams, his wife, and made oath in dur form of law

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

Witness my hand and seal this 3rd day of October, 1952.

Mabel Morton Green
Notary Public

My Commission expires Sept 16, 1955

I hereby consent to the foregoing substitution of purchaser

Carey L Meredith

ORDER

ORDERED, this 6th day of October, 1952, by the Circuit Court of Anne Arundel County, in equity upon the foregoing petition, affidavit made that Carey L. Meredith be, and he is hereby substituted purchaser in these proceedings in the place and stead of Thomas M. Adams and Granville M. Adams, his wife.

Benjamin Michaelson
JUDGE

Filed 6 Oct., 1952.

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Earle G. Gardner
and
Ethel L. Gardner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,524 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 Oct., 1952.

October 21, 1952.

All of which is respectfully submitted.

Louise K. Jackson
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of in ac.
Earle G. Gardner and Ethel L. Gardner, his wife

To Attorney for Fees, viz:	50	00		
To Attorney for Commissions, viz:	232	55	282	55
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	50		
Auditor - stating this account and extra copy	13	50	44	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	25		
Capital-Gazette Press - hand bills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	28	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Ruby W. Chaney - notary fees	1	00	101	64
To Attorney for Taxes, viz: 1952 Annapolis City taxes ($55.62-adj)	7	33	7	33
To Attorney for Benefit Charges, viz: Annapolis Water Co. - water rent in arrears to 3/31/51	13	70	13	70
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	6,325	73	6,325	73
			6,774	95
Amount of mortgage claim filed	6,506	89		
Cr. Amount allowed as above	6,325	73		
Balance subject to decree in personam	181	16		

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

1952							
Aug.	19	Proceeds of Sale	6,700	00			
		Interest on deferred payment	51	65	6,751	65	
		Refund 1952 State and County taxes ($63.29 -adj.)	23	30	23	30	
					6,774	95	

LIBER 80 PAGE 517

Filed 28 Oct., 1952. Filed 1 Dec., 1952.

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~ of

Earle G. Gardner

and

Ethel L. Gardner, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,524 Equity.

ORDERED, This 28 day of October, 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 1 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 1 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of December, 1952, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

.....FICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 1st, 1952

We hereby certify, that the annexed

Order Nisi - and Acct.

Equity number 10,524

Earle G. Gardner

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of Dec., 1952 The first insertion being made the 30th day of Oct., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 1 Dec., 1952

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 10,524 Equity
IN the Matter of the Sale of the Mortgaged Real Estate of
EARLE G. GARDNER
and
ETHEL L. GARDNER, his wife
Ordered, this 28 day of October, 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 1 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 1 day of December next.
JOHN H. HOPKINS, 3rd, Clerk
TRUE COPY:
TEST: JOHN H. HOPKINS, 3rd, Clerk
N-13

No. E. C. 6555

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IN THE MATTER OF THE SALE	:	No. 10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS	:	for
GOPSHES, HIS WIFE.	:	Anne Arundel County.

Mr. Clerk:

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

Respectfully,

George E. Rullman
ATTORNEY NAMED IN MORTGAGE

Filed 21 July, 1952.

LIBER 80 PAGE 519
LIBER 410 PAGE 518

COUNTY FORM

No. 10,525 Equity

This Mortgage, Made this 2nd day of July, in the year one thousand, nine hundred and forty-seven, Between Peter Gopshes and Gladys Gopshes, 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 SIX THOUSAND FIVE HUNDRED ($6,500.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of FIFTY ($50.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 1947, 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 21 July, 1947.

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 of ground situate in the development known as "MARGATE", in the Fifth District of Anne Arundel County, Maryland, and described as follows:

Being all thatparcel of ground lying on the Southwest side of Margate Drive at a distance of 1,320.3 feet Northwesterly from the Northwest side of Westfield Road and at the North corner of Lot No. 190, as laid out on the Plat of Margate, hereinafter referred to; thence Northwesterly along the Southwest side of Margate Drive 100 feet to the East corner of Lot No. 192; thence Southwesterly along the Southwest side of Lot No. 192, and at right angles to Margate Drive 416.69 feet to the Southwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the said Southwest boundary line 103.06 feet to the West corner of Lot No. 190; thence Northerly along the Northwest side of Lot No. 190 and at right angles to Margate Drive 391.74 feet to the place of beginning. Being Lot No. 191 as shown on the plat of "Margate", said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 3.

Being the same property which was conveyed to the above named Mortgagors by Clyde B. Didlake and Irene E. Didlake, his wife, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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

And the said Mortgagor s , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent. (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s , their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s , their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay four per cent. (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns: and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s , their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor s covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hand s and seal s of the said Mortgagor. s.

Witness:

Ruby W. Chaney
Ruby W. Chaney

Peter Gopshes (SEAL)
Peter Gopshes

(SEAL)

Gladys Gopshes (SEAL)
Gladys Gopshes

(SEAL)

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LIBER 80 PAGE 522
LIBER 410 PAGE 521

INSPECTED
L. H. H.
F. H. L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of July, 1947, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Peter Gopshes and Gladys Gopshes, 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 NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Ruby W. Chaney
Ruby W. Chaney Notary Public.

Recorded-July-2nd-1947-at-3-P.M.

PURCHASE MONEY

MORTGAGE

FROM

Peter Gopshes

and

Gladys Gopshes, his wife,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record July 2, 1947, at 3 o'clock P. M. Same day recorded in Liber 9.1 No. 410 Folio 518 etc., one of the Land Records of Ann Arundel County, and examined, per John Hopkins Clerk.

Cost of Record, $ 5.00 paid

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

IN THE MATTER OF THE SALE	:	No. 10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS	:	for
GOPSHES, HIS WIFE.	:	Anne Arundel County

Filed 21 July, 1952

STATEMENT OF MORTGAGE CLAIM

To balance due on mortgage	$6,588.78
To interest	44.00
Total due	$6,632.78

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of July, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is true, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby M. Chaney NOTARY PUBLIC

RUBY M. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

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F. 21788 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 80 PAGE 524 No. 10.525 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 25th day of July, in the year of our Lord 1952.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Peter Gopshes and Gladys Gopshes, his wife, to First Federal Savings and Loan Association of Annapolis bearing date the 2nd day of July, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 410 Folio 518 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]
GEORGE E. RULLMAN

[SEAL]

NATIONAL SURETY CORPORATION

By H. Cookman Hindes
H. Cookman Hindes Attorney-in-fact

As to Surety

Estelle M. Fiedler
Estelle M. Fiedler

Attorney in fact

NATIONAL SURETY CORPORATION NEW YORK (seal)

approved this 29 July, 1952

Filed 29 July, 1952

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

PUBLIC SALE

OF VALUABLE

REAL ESTATE

SITUATE AT "MARGATE," IN TE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Peter Gopshes and Gladys Gopshes, his wife, dated the 2nd day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 410, Folio 518, the undersigned, as the attorney named in said mortgage to make sale of said 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, August 19th, 1952

AT 10:30 O'CLOCK, A.M.

Filed 21 Aug., 1952.

the property described in said mortgage, namely:

All that lot of ground situate in the development known as "MARGATE," in the Fifth District of Anne Arundel County, Maryland, and described as follows:

BEING all that parcel of ground lying on the Southwest side of Margate Drive at a distance of 1,320.3 feet Northwesterly from the Northwest side of Westfield Road and at the North corner of Lot No. 190, as laid out on the Plat of Margate, hereinafter referred to; thence Northwesterly along the Southwest side of Margate Drive 100 feet to the East corner of Lot No. 192; thence Southwesterly along the southwest side of Lot No. 192, and at right angles to Margate Drive 416.69 feet to the Southwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the said Southwest boundary line 103.06 feet to the West corner of Lot No. 190; thence Northerly along the Northwest side of Lot No. 190 and at right angles to Margate Drive 391.74 feet to the place of beginning. Being Lot No. 191 as shown on the plat of "Margate," said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 3. And being the same property which was conveyed to the said Peter Gopshes and Gladys Gopshes, his wife, by Clyde B. Didlake and Irene E. Didlake, his wife, by deed dated the 2nd day of July, 1947, and recorded among the aforesaid Land Records in Liber J. H. H. 410, Folio 516.

Said lot of ground is improved by a one and one-half story frame cottage, containing five rooms, bath and attic; and garage.

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 Buildir[illegible],
Annapolis, Maryland.

IN THE MATTER OF THE SALE	:	No.10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS GOPSHES,	:	for Anne Arundel County
HIS WIFE.	:	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 19th day of August, 1952, sold the within described property to the First Federal Savings and Loan Association of Annapolis, - - - - - - at and for the sum of $5,000.00 being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Filed 21 Aug., 1952.

George W. Scible AUCTIONEER

PURCHASER'S AGREEMENT

We hereby certify that we have this 19th day of August, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $5,000.00, and hereby agree to comply with the temms of sale, as set forth on the reverse side hereof.

First Federal Savings and Loan Association of Annapolis

By J. Poland Brown

IN THE MATTER OF THE SALE	:	No. 10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS	:	for
GOPSHES, HIS WIFE.	:	Anne Arundel County

Filed 21 Aug., 1952.

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Peter Gopshes and Gladys Gopshes, his wife, dated the 2nd day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 410 folio 518, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about th4 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, August 19th, 1952, at 10:30 o'clock A. M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Five Thousand Dollars ($5,000.00), it being then and there the highest bidder therefor, which property is as follows:

> All that lot of ground situate in the development known as "Margate", in the Fifth District of Anne Arundel County, Maryland, and described as follows:
>
> Being all that parcel of ground lying on the southwest side of Margate Drive at a distance of 1,320.3 feet Northwesterly from the Northwest side of Westfield Road and at the North corner of Lot No. 190, as laid out on the Plat of Margate, hereinafter referred to; thence Northwesterly along the Southwest side of

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Margate Drive 100 feet to the East corner of Lot No. 192; thence Southwesterly along the Southwest side of Lot No. 192, and at right angles to Margate Drive 416.69 feet to the Southwest boundary line of the whole property heretofore conveyed to the Cityco Realty Company of Baltimore City; thence Southeasterly along the said Southwest boundary line 103.06 feet to the West corner of Lot No. 190; thence Northerly along the Northwest side of Lot No. 190 and at right angles to Margate Drive 391.74 feet to the place of beginning. Being Lot No. 191 as shown on the plat of "Margate" said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 3. Being the same property which was conveyed to the said Peter Gopshes and Gladys Gopshes, his wife, by Clyde B. Didlake and Irene E. Didlake, his wife, by deed dated the 2nd day of July, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 410 folio 516.

Said lot of ground is improved by a one and one-half story frame cottage, containing five rooms, bath and attic; and a garage.

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 20th day of August, 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 ANNE ARUNDEL CO. MD.

Ruby W. Chaney

NOTARY PUBLIC

IN THE MATTER OF THE SALE	:	No. 10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS	:	for
GOPSHES, HIS WIFE.	:	Anne Arundel County

Filed 21 Aug., 1952.

ORDER NISI

ORDERED, this 21 day of August, 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 29 day of September, 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 29 day of September next.

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

John H. Hopkins, 3rd,
CLERK

IN THE MATTER OF THE SALE	:	No. 10,525 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
PETER GOPSHES AND GLADYS	:	for
GOPSHES, HIS WIFE.	:	Anne Arundel County

Filed 1 Oct., 1952.

FINAL ORDER

ORDERED by the Court this 1st day of ~~September~~ October, 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

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LIBER 80 PAGE 530

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1st, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity number 10,525

Peter Gopshes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of September, 1952 The first insertion being made the 28th day of Aug., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG. 1952
13

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,525 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF PETER GOPSHES AND GLADYS, GOPHES, HIS WIFE.

ORDERED, this 21st day of August, 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 29th day of September, 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 29th day of September next.

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

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 1 Oct, 1952

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~X~~
Peter Gopshes
and
Gladys Gopshes, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,525 Equity

To the Honorable, the Judges of said Court:

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

Filed 21 Oct., 1952.

October 20, 1952

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of Peter Gopshes and Gladys Gopshes, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	180	00	230	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 and extra copy	11	00	39	75
To Attorney for Expenses, viz:				
Capital-Gazette Press -advertising sale	43	14		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corporation - bond premium	28	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Ruby W. Chaney - notary fee	1	00	116	33
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	4,613	92	4,613	92
			5,000	00
Amount of mortgage claim filed	6,632	78		
Cr. Amount allowes as above	4,613	92		
Balance subject to decree in personam	2,018	86		

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

1952				
Aug.	19	Proceeds of Sale	5,000 00	5,000 00
				5,000 00

LIBER 80 PAGE 534

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Peter Gopshes and Gladys Gopshes, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,525 Equity.

ORDERED, This 28 day of October, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of December, 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

Filed 10 Dec., 1952. Filed 28 Oct., 1952.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1st, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,525 Peter Gopshes was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1952 The first insertion being made the 6th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,525 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of PETER GOPSHES And GLADYS GOPSHES His Wife.

Ordered, this 28th day of October, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 2 Dec., 1952

No. M.G. .....

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In the Matter of the Sale	:	IN THE
of the	:	
Mortgaged Real Estate	:	CIRCUIT COURT
of	:	
Peter Gopshes	:	FOR
and	:	
Gladys Gopshes, his wife	:	ANNE ARUNDEL COUNTY No. 10,525 Equity

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

ASSIGNMENT OF MORGAGEE'S INTEREST

Filed Jan. 15, 1953

The First Federal Savings And Loan Association of Annapolis, mortgagee 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 Two Thousand Eighteen Dollars and Eighty-six Cents ($2,018. 86), 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 proceeding 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.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

By: T. Roland Brown
T. Roland Brown, President

Solicitor

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Roland Brown, President of the First Federal Savings And Loan Association of Annapolis, and acknowledged the aforegoing order to be the act of said body corporate.

Ruby W. Chaney
NOTARY PUBLIC

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IN THE MATTER OF THE SALE OF : NO. 10.525, EQUITY
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT FOR
PETER GOPSHES AND : ANNE ARUNDEL COUNTY
GLADYS GOPSHES, HIS WIFE :

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

PETITION TO FILE AN AFFIDAVIT THAT THE MORTGAGORS IN THIS CASE WERE NOT IN MILITARY SERVICE AT THE TIME OF THE INSTITUTION OF THE ABOVE MENTIONED FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, the Attorney named in the above mentioned mortgage to make sale of the mortgaged property in the event of default thereunder, respectfully shows unto your Honors:

FIRST: That the mortgage filed in said proceedings being in default, and the Mortgagee having obtained authority from the Veterans' Administration, did institute foreclosure proceedings in accordance with the provisions of said mortgage, and made sale, which was duly ratified by this Honorable Court, and the Auditor's Account was filed and ratified by this Honorable Court, and distribution thereunder made as will appear by reference to this case.

SECOND: That the Veterans' Administration is now demanding that an affidavit be filed stating that the Mortgagors herein were not in military service at the time of the institution of this foreclosure, and your petitioner has prepared an affidavit to this effect which is filed herewith, and prayed to be taken as a part hereof.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in these proceedings permitting the filing of said affidavit, and that the same be taken nunc pro tunc.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

George E. Rullman,
Attorney named in Mortgage

Filed 9 Feb., 1953

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ORDER OF COURT

Filed 9 Feb., 1953.

Upon the aforegoing petition, it is hereupon ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 9th day of February, 1953, that George E. Rullman, the Attorney named in the mortgage herein referred to, be and he is hereby permitted and directed to file the affidavit mentioned in these proceedings, and that the affidavit be taken and filed nunc pro tunc.

Benjamin Michaelson
Judge

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IN THE MATTER OF THE SALE OF :	NO. 10,525 EQUITY
THE MORTGAGED REAL ESTATE OF :	IN THE CIRCUIT COURT FOR
PETER GOPSHES AND :	ANNE ARUNDEL COUNTY
GLADYS GOPSHES, HIS WIFE :	

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

AFFIDAVIT IN ACCORDANCE WITH ARTICLE 87A OF THE CODE OF PUBLIC GENERAL LAWS OF MARYLAND (FLACK 1951)

I hereby certify that on this 9th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, a body corporate, and made oath in due form of law that Peter Gopshes and Gladys Gopshes, his wife, the Mortgagors in the above entitled case, were not in military service at the time of the institution of this foreclosure, and were at that time employed in a civilian capacity, and are not now in military serivce; and, further, that the said Iola P. Anderson was authorized and empowered to make this affidavit.

Witness my hand and Notarial Seal,

Janet Schnoor, Notary Public

Filed 10 Feb, 1953

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IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND	:	for
MABEL I. TRENERY, HIS WIFE	:	Anne Arundel County

Mr. Clerk:

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

Filed 21 July, 1932.

Frank S. Tillman
ATTORNEY NAMED IN MORTGAGE

COUNTY FORM

LIBER 416 PAGE 580

LIBER 80 PAGE 540

No. 10,526 Equity

This Mortgage, Made this 7th day of July, in the year one thousand, nine hundred and forty-seven, Between Frank Edward Trenery and Mabel I. Trenery, his wife, of Prince George's 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 EIGHT THOUSAND SEVEN HUNDRED ($8,700.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent. (4%) per annum in the manner following:

By the payment of SIXTY-TWO ($62.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 1947 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 21 July, 1952.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Jr., Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947.

Being the same lots of ground which were conveyed to the above named Mortgagors by Paul Riddick and Sue M. Riddick, his wife, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

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

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

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

And the said Mortgagor s , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent. (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s , their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security; or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s , their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s , their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor s covenant with the said Mortgagee to pay four per cent. (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland: secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s , their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagor s covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seal s of the said Mortgagor s,

Witness:

Ruby W. Chaney
Ruby W. Chaney

Frank Edward Trenery (SEAL)
Frank Edward Trenery

(SEAL)

Mabel I. Trenery (SEAL)
Mabel I. Trenery

(SEAL)

LIBER 416 PAGE 583

LIBER 80 PAGE 543

INSPECTED
L. H. H.
F. H. L. B. A.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of July, 19 47, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Frank Edward Trenery and Mabel I. Trenery, 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-8th-July-1947-at-2:30-P.M.

PURCHASE MONEY

MORTGAGE

FROM

Frank Edward Trenery

and

Mabel I. Trenery, his wife,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

Received for Record 8 July, 1947.
at 2:30 o'clock P.M. Same day recorded
in Liber JWH No. 416 Folio 583,
etc., one of the Land Records of A. A.
County, and examined, per
John W. Hopkins Jr. Clerk.
Cost of Record $ 5.00 P.d.

no stamps required
GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND MABEL I.	:	for
TRENERY, HIS WIFE.	:	Anne Arundel County

Filed 21 July, 1952.

STATEMENT OF MORTGAGE CLAIM

Balance due on mortgage	$8,074.51
Interest	53.92
Balance due	$8,128.43

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of July, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the aforegoing statement is true, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC

6

F. 21733 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

no. 10,526 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 Eight Thousand Five Hundred ($8,500.00) ------------ 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, sealed with our seals and dated this ---- 25th ---- day of July, ------------, in the year of our Lord 1952.

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

by virtue of the power contained in a mortgage from Frank Edward Trenery and Mabel I. Trenery, his wife, ----------- to First Federal Savings and Loan Association of Annapolis, ---- bearing date the -- 7th --- day of July, 1947, ----- and recorded among the mortgage records of Anne Arundel County ----- in Liber J.H.H. No. 416 Folio 580 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 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]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes
H. Cookman Hindes Attorney-in-fact

Estelle M. Fiedler
Estelle M. Fiedler

Attorney-in-fact

Filed 29 July, 1952

approved this 29 July, 1952
John H. Hopkins, 3rd, Clerk

7

GEORGE W. SCIBLE - - - - LIBER 80 PAGE 546 - - Auctioneer

PUBLIC SALE

OF VALUABLE

REAL ESTATE

SITUATE AT SYLVAN SHORES, FIRST DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Frank Edward Trenery and Mabel I. Trenery, his wife, dated the 7th day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 416, Folio 580, the undersigned, as attorney named in said mortgage to make sale of said 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, August 19th, 1952

AT 11 O'CLOCK, A.M.

Filed 21 Aug., 1952.

the property described in said mortgage, namely:

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Jr., Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947. Being the same lots of ground which were conveyed to the said Frank Edward Trenery and Mabel I. Trenery, his wife, by Paul Riddick and Sue M. Riddick, his wife, by deed dated the 7th day of July, 1947, and recorded among the aforesaid Land Records in Liber J. H. H. 416, Folio 578.

Said lots of ground are improved by a cinder block bungalow containing four rooms and bath.

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, Maryland.

Copy

LIBER 80 PAGE 547

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court for
FRANK EDWARD TRENERY AND	:	Anne Arundel County
MABEL I. TRENERY, HIS WIFE.	:	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 19th day of August, 1952, sold the within described property to the First Federal Savings and Loan Association of Annapolis, at and for the sum of $4,500.00, it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible AUCTIONEER

Filed 21 Aug., 1952

PURCHASER'S AGREEMENT

We hereby certify that we have this 19th day of August, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $4,500.00, and hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

First Federal Savings & Loan Association of Annapolis

By T. Poland Brown

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND	:	for
MABEL I. TRENERY, 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 21 Aug., 1952.

That under and by virtue of the power of sale contained in a mortgage from Frank Edward Trenery and Mabel I. Trenery, his wife, dated the 7th day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 416 folio 580, 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, August 19th, 1952, at 11 o'clock A. M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00), it being then and there the highest bidder therefor, which property is as follows:

> All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots numbers Five Hundred Sixteen (516) and Five Hundred Seventeen (517) on the Revised and Corrected Plat of part of Forest Addition to Sylvan Shores, which plat was made by J. R. McCrone, Jr., Surveyor, May, 1947, and left for record among the Plat Records of Anne Arundel County on the 23rd day of June, 1947. Being the same lots of ground which were conveyed to the said Frank Edward Trenery and Mabel I. Trenery, his wife, by Paul

10

Riddick and Sue M. Riddick, his wife, by deed dated the 7th day of July, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. 416 folio 578.

Said lots of ground are improved by a cinder block bungalow containing four rooms and bath.

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 from 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 20th day of August, 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

//

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND	:	for
MABEL I. TRENERY, HIS WIFE.	:	Anne Arundel County

Filed 21 Aug., 1952.

ORDER NISI

ORDERED, this 21 day of August, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of September, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 25 day of September next.

The Report states the amount of sales to be Four Thousand Five Hundred Dollars ($4,500.00).

John H. Hopkins, 3rd,
CLERK

Filed 30 Sept., 1952.

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND	:	for
MABEL I. TRENERY, HIS WIFE.	:	Anne Arundel County

FINAL ORDER

ORDERED, by the Court this 30th day of September, 1952, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

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LIBER 80 PAGE 551

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. 10,526 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF FRANK EDWARD TRENERY AND MABEL I. TRENERY, HIS WIFE.

ORDERED, this 21st day of August, 1952, that the sale of the property mentionod in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of September, 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 25th day of September next.

The Report states the amount of sales to be Four Thousand Five Hundred Dollars ($4,500.00).

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
8-12

Filed 30 Sept., 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16th, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,526

Frank Edward Trenery

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 25th day of September, 1952. The first insertion being made the 23rd day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5790

By K. Green

13

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xs~~
Frank Edward Trenery
and
Mabel I. Trenery, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,526 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 Oct., 1952.

October 21, 1952

All of which is respectfully submitted.

Laura K. Jacklin, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frank Edward Trenery and Mabel I. Trenery, his wife

in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	165 00	215 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 and extra copy	11 00	39 75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	25 32	
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	34 00	
George W. Scible - auctioneer's fee	15 00	
One-half Federal documentary stamps	2 48	
One-half State documentary stamps	2 47	
Ruby W. Chaney - notary fee	1 00	103 96
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	4,141 29	4,141 29
		4,500 00
Amount of mortgage claim filed	8,128 43	
Cr. Amount allowed as above	4,141 29	
Balance subject to decree in personam	3,987 14	

15

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

1952				
Aug.	19	Proceeds of Sale	4,500 00	4,500 00
				4,500 00

Filed 2 dec., 1952. Filed 2 of Oct., 1952.

ORDER NISI

LIBER 80 PAGE 555

In the Matter of the Sale of the Mortgaged Real Estate of VERSUS Frank Edward Trenery and Mabel I. Trenery, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,526 Equity.

ORDERED, This 28 day of October, 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 1 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 1 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of December, 1952 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 2 dec., 1952.

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 10,526 Equity

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

FRANK EDWARD TRENERY and MABEL I. TRENERY, his wife

Ordered, this 28 day of October, 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 1 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 1 day of December next.

JOHN H. HOPKINS, 3rd, Clerk

TRUE COPY:

TEST: JOHN H. HOPKINS, 3rd, Clerk

N-13

No. E. C. 6556

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1st, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,526 Frank Edward Trenary

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 1st day of Dec., 1952 The first insertion being made the 30th day of Oct., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

IN THE MATTER OF THE SALE	:	No. 10,526 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
FRANK EDWARD TRENERY AND	:	for
MABEL I. TRENERY, HIS WIFE	:	Anne Arundel County

Filed 2 Feb, 1953

ASSIGNMENT OF DEFICIENCY RIGHTS

First Federal Savings and Loan Association of Annapolis, a Federal corporation, Mortgagee in the above entitled case, hereby assigns all its right, title and interest in and to the above proceeding and any claim of the Mortgagee against the Mortgagors for a right to a decree in the foreclosure for the deficiency as stated in the Auditor's account in the amount of Tree Thousand Nine Hundred Eighty-seven Dollars and Fourteen Cents ($3,987.14) 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 proceeding 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.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

George E. Rullman By: T. Roland Brown

Soliditor, George E. Rullman T. Roland Brown, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. Roland Brown, President of the First Federal Savings and Loan Association of Annapolis, a Federal corporation, and acknowledged the aforegoing order to be the act of said body corporate.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Janet Schnoor

Janet Schnoor, NOTARY PUBLIC

19

IN THE MATTER OF THE SALE	:	NO. 10,526 EQUITY
OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
FRANK EDWARD TRENERY AND	:	FOR
MABEL I. TRENERY, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

PETITION TO FILE AN AFFIDAVIT THAT THE MORTGAGORS IN THIS CASE WERE NOT IN MILITARY SERVICE AT THE TIME OF THE INSTITUTION OF THE ABOVE MENTIONED FORECLOSURE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed 2 Mar., 1953

The Petition of George E. Rullman, the Attorney named in the above mentioned mortgage to make sale of the mortgaged property in the event of default thereunder, respectfully shows unto your Honors:

FIRST: That the mortgage filed in said proceedings being in default, and the Mortgagee having obtained authority from the Veterans' Administration, did institute foreclosure proceedings in accordance with the provisions of said mortgage, and made sale, which was duly ratified by this Honorable Court, and the Auditor's Account was filed and ratified by this Honorable Court, and distribution thereunder made as will appear by reference to this case.

SECOND: That the Veterans' Administration is now demanding that an affidavit be filed stating that the Mortgagors herein were not in military service at the time of the institution of this foreclosure, and your petitioner has prepared an affidavit to this effect which is filed herewith, and prayed to be taken as a part hereof.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order in these proceedings permitting the filing of said affidavit, and that the same be taken nunc pro tunc.

20

AND, AS IN DUTY BOUND, etc.

George E. Rullman,
Attorney named in Mortgage

ORDER OF COURT

Upon the aforegoing petition, it is thereupon ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 24 day of March, 1953, that George E. Rullman, the Attorney named in the mortgage herein referred to, be and he is hereby permitted and directed to file the affidavit mentioned in these proceedings, and that the affidavit be taken and filed nunc pro tunc.

Judge

Filed 2 Mar., 1953

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IN THE MATTER OF THE SALE OF :
THE MORTGAGED REAL ESTATE OF :
FRANK EDWARD TRENERY AND :
MABEL I. TRENERY, HIS WIFE :

NO. 10,526 EQUITY
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

: : : : : : : : : :

AFFIDAVIT IN ACCORDANCE WITH ARTICLE 87A OF THE CODE OF PUBLIC GENERAL LAWS OF MARYLAND (FLACK 1951)

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

Filed 2 Mar, 1953

I hereby certify that on this 2nd day of March, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of First Federal Savings and Loan Association of Annapolis, a body corporate, and made oath in due form of law that Frank Edward Trenery and Mabel I. Trenery, his wife, the Mortgagors in the above entitled case, were not in military service at the time of the institution of this foreclosure, and were at that time employed in a civilian capacity; and, further, that the said Iola P. Anderson was authorized and empowered to make this affidavit.

Witness my hand and Notarial Seal,

JANET SCHNOOR NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Janet Schnoor
Janet Schnoor, Notary Public

22

Julius Sirkis and
Elizabeth Sirkis, his wife,
Plaintiffs

vs.

Joseph Tichopad and
Annie Tichopad, his wife,
address unknown and none
found on tax records of Anne
Arundel County

and all persons having or
claiming to have any interest
in the property assessed to them,
described as Lots 26, 27,
Section W as shown on the Plat
of Glen Burnie Heights, Anne
Arundel County, Third Election
District;

John Francis Lang,
6243 - 83rd Place,
Long Island, New York

and all persons having or
claiming to have any interest
in the property assessed to him,
described as Lots 30, 31,
Section W as shown on the Plat
of Glen Burnie Heights, Anne
Arundel County, Third Election
District

In the

Circuit Court

for

Anne Arundel County

No. 10,534 Equity

Filed 13 Aug., 1934.

* * * * * * * *

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Julius Sirkis and Elizabeth Sirkis, his wife, by William W. Townshend, Jr., their Solicitor, respectfully shows:

1. That on November 14, 1933, C. Albert Hodges, late Treasurer of Anne Arundel County, sold at public auction the hereinafter described property for State and County taxes then in arrears said sale having been made under authority conferred upon the said Treasurer as Collector of the State and County taxes under the

statutes in such case made and provided, and subsequently thereto said C. Albert Hodges conveyed the hereinafter described property unto the County Commissioners for Anne Arundel County as will more fully appear by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 307, Folio 211, and the Complainants purchased the hereinafter described property from the County Commissioners for Anne Arundel County by deed dated the 16th day of May, 1944 and recorded among the aforesaid Land Records in Liber J.H.H. 307, Folio 210.

2. That Tax Sale Certificate No. 635 is filed herewith and is to be considered as a part hereof marked "Exhibit A."

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the Third Election District is:

Joseph Tichopad and
Annie Tichopad
Lots 26, 27, Section W as
shown on the Plat of Glen
Burnie Heights, Anne Arundel
County

And the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as appears above.

4. That on October 14, 1935, C. Albert Hodges, late Treasurer of Anne Arundel County, sold at public auction the hereinafter described property for State and County taxes then in arrears, said sale having been made under authority conferred upon the said Treasurer as Collector of the State and County taxes under the statutes in such case made and provided, and subsequently thereto said C. Albert Hodges conveyed the hereinafter described property unto the County Commissioners for Anne Arundel County as will more fully appear by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 307, Folio 213, and the Complainants purchased the hereinafter described property from the County Commissioners for Anne Arundel County by deed dated the 16th of May, 1944 and

recorded among the aforesaid Land Records in Liber J.H.H. 307, Folio 210.

5. That Tax Sale Certificate No. 634 is filed herewith and is to be considered as a part hereof marked "Exhibit B."

6. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the Third Election District is:

John Francis Lang
Lots 30, 31, Section W as shown on the Plat of Glen Burnie Heights, Anne Arundel County

And the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as appears above.

7. That none of the aforementioned properties have been redeemed by any party in interest although more than one year and one day from the date of the sale of said properties has expired; and that this proceeding is brought under the statute relating to tax sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

8. That it appears that the defendants herein, according to assessment records, reside in the State of Maryland or are non-residents as indicated in the title to this cause, and the plaintiffs do not know otherwise.

9. That the amounts necessary for redemption of the above-mentioned and described properties are as follows:

Joseph Tichopad and Annie Tichopad	Cert. No. 635	$24.62
John Francis Lang	Cert. No. 634	$31.74

being the amounts paid for said properties, as the same appears on the aforesaid Certificate of Tax Sale, with interest at the rate of 6 per cent per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the plaintiffs herein, subsequent to the date of sale of said properties,

plus all other amounts expended by the plaintiffs as to the aforesaid properties under the provisions of the Acts 1943, as amended.

10. That the plaintiffs are entitled to proceed to foreclose all rights of redemption in and to the aforesaid lands and premises.

TO THE END, THEREFORE,

(a) That this Court may pass a final decree foreclosing all rights of redemption of all defendants herein, in and to the aforesaid properties.

(b) That the Court may pass a final decree whereby there will be vested, in the plaintiffs, an absolute and indefeasible title to said properties, in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances, except taxes and other public liens, accruing subsequent to date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the defendants and all persons having or claiming to have any interest in the aforesaid properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on or before the day of , 195 and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

And, as in duty bound, etc.

William W. Townshend, Jr.
Solicitor for Plaintiffs

4

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 13th day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Julius Sirkis and Elizabeth Sirkis, his wife, the above named plaintiffs, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true, to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

William W. Townsend, Jr.
Notary Public

5

Exhibit "A" Equity 10,554

LIBER 80 PAGE 565

635

CERTIFICATE OF TAX SALE

I Joseph W Griscom Sr. Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Nov. 1st 1933 I sold to Julius Sirkin at public auction for the sum of 24.62 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist described as Lots 26-27 Sec 2 as shown on the plat of Glen Burnie Heights, 3 Dist A A Co.

and assessed to Joseph Eichapard

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

Filed 13 Aug, 1952

Witness my hand and seal, this 7 day of August 1952

Joseph W Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 7 day of ~~October~~ August, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph W Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

6

Exhibit A

Exhibit "B" Eq-ty 10,554

LIBER 80 PAGE 566

634

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Jr - Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to Julius Sukin at public auction for the sum of ..... Dollars and ..... Cents, of which 31.74 Dollars has been paid as a deposit on the property in 3 Districts described as Lots 30-31 Section H as shown on the plat of Glen Burnie Heights, 3 District Anne Arundel County.

and assessed to John Francis Lang

Filed 13 Aug., 1952.

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

Witness my hand and seal, this 7th day of August 19 52

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Set: August

I hereby certify, that on this 7 day of ~~October~~, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 4 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Exhibit B.

7

ORDER OF PUBLICATION

In the Circuit Court for Anne Arundel County

No. 10,554 Equity

Julius Sirkis and Elizabeth Sirkis

vs.

Joseph Tichopad and Annie Tichopad

John Francis Lang

and all persons having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.

Filed 13 Aug., 1952.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the late Treasurer for Anne Arundel County as Collector of Taxes for said County and the State of Maryland, to the plaintiffs or their assignors in this proceeding, on November 14, 1933 and October 14, 1935; certificates of sale having been duly issued, the properties being described on the Treasurer's Tax Roll as follows:

Third Election District

Joseph Tichopad and Annie Tichopad, Lots 26, 27, Section W, as shown on the Plat of Glen Burnie Heights, Anne Arundel County, and improvements;

Third Election District

John Francis Lang, Lots 30, 31, Section W, as shown on the Plat of Glen Burnie Heights, Anne Arundel County, and improvements;

Descriptions as above appear on the Certificate of Tax Sale filed with this proceeding.

The bill states among other things that the amounts necessary for redemption have not been paid, although more than one year and a day from the date of sale has expired.

It is thereupon, this 13 day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons having or claiming to have an interest in the said properties to be and appear in this Court by the 21 day of October, 1952, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiffs a title in fee simple, free and clear of all encumbrances.

John H. Hopkins, 3rd,
Clerk

ORDER OF PUBLICATION.

IN THE CIRCUIT COURT
FOR ANNE ARUND. COUNTY
No. 10,554 Equity

JULIUS SIRKIS and ELIZABETH SIRKIS

Vs.

JOSEPH TICHOPAD and ANNIE TICHOPAD, JOHN FRANCIS LANG and all persons having or claiming to have any interest in any of the properties described hereafter in this Order of Publication.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Anne Arundel County, sold by the late Treasurer for Anne Arundel County as Collector of Taxes for said County and the State of Maryland, to the plaintiffs or their assignors in this proceeding, on November 14, 1933 and October 14, 1935; certificates of sale having been duly issued, the properties being described on the Treasurer's Tax Roll as follows:

Third Election District

Joseph Tichopad and Anule Tichopad, Lots 20, 27, Section W, as shown on the Plat of Glen Burnie Heights, Anne Arundel County, and Improvements;

Third Election District

John Francis Lang, Lots 30, 31, Section W, as shown on the Plat of Glen Burnie Heights, Anne Arundel County, and Improvements; Descriptions as above appear on the Certificate of Tax Sale filed with this proceeding.

The bill states among other things that the amounts necessary for redemption have not been paid, although more than one year and a day from the date of sale has expired.

It is thereupon, this 13th day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that notice be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons having or claiming to have an interest in the said properties to be and appear in this Court by the 21st day of October, 1952, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiffs a title in fee simple, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 22 Oct. 1952

M.G. 5-768
10

LIBER 80 PAGE 569 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 16th, 1952

We hereby certify, that the annexed

Order of Publication

Equity No. 10,554

Julius Sirkis

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 21 day of Oct., 1952 The first insertion being made the 21st day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Julius Sirkis and Elizabeth Sirkis, his wife Plaintiffs	:	In the
	:	Circuit Court
vs.	:	for
	:	Anne Arundel
Joseph Tichopad and Annie Tichopad, his wife, et al	:	County
Defendants	:	No. 10,554 Equity

Filed 22 Oct, 1952

AFFIDAVIT

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, TO WIT:

On this 21st day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared William W. Townshend, Jr., who, being by me duly sworn according to law, deposed and said.

That he is the Solicitor for Julius Sirkis and Elizabeth Sirkis, his wife, in this proceeding.

That before filing the Bill of Complaint in this cause an effort was made to determine the whereabouts of the Defendants; that the Treasurer's Office of Anne Arundel County has no mailing address for the Defendants and therefore a copy of the Bill of Complaint could not be mailed to the last known address as required by law.

That the Washington, Baltimore and Annapolis telephone directories have been checked and the names of Joseph Tichopad and Annie Tichopad are not listed, and

That the affiant knows of no other addresses for the Defendants.

William W. Townshend Jr.
Solicitor for Plaintiffs

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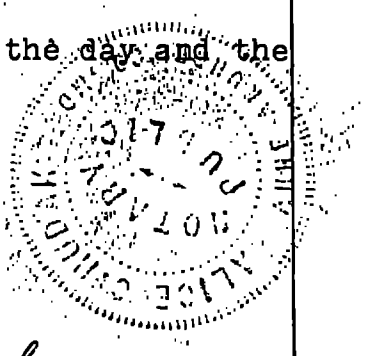
Sworn to, acknowledged and subscribed to before me the day and the year first above written.



Alice C. Hudak
Alice C. Hudak, Notary Public

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Julius Sirkis and Elizabeth Sirkis, his wife Plaintiffs	:	In the Circuit Court for
vs.	:	Anne Arundel County
Joseph Tichopad and Annie Tichopad, his wife, et al Defendants	:	No. 10,554 Equity

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is, thereupon, this 23d day of October, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against said Defendants.

Benjamin Michaelson
Judge

Filed 23 Oct, 1952.

12

Julius Sirkis and Elizabeth Sirkis, his wife Plaintiffs	:	In the Circuit Court
vs.	:	for
Joseph Tichopad and Annie Tichopad, his wife	:	Anne Arundel County
et al Defendants	: No. 10,554	Equity

FINAL DECREE

THIS CAUSE standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland 1943 Supplement),

It is, thereupon, this 16th day of December, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED;

1. That all rights of redemption of the Defendants, or of anyone claiming by, through, or under them, or either of them, in and to the property described as having been sold by the Collector of Taxes on November 14, 1933 to the County Commissioners of Anne Arundel County for non- payment of taxes and by said County Commissioners sold to the Plaintiffs on May 16, 1944, be, and the same are, hereby barred and foreclosed.
2. That an absolute and indefeasible title, in fee simple to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon, (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject) is hereby vested in the Plaintiffs.

Filed 16 Dec., 1952

13

3. That the Treasurer for Anne Arundel County is directed to execute a deed to Julius Sirkis and Elizabeth Sirkis, his wife, in fee simple, upon payment to the Treasurer of the balance of the purchase price, due on account of the purchase price of the property, if any, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale.

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

Benjamin Michaelson
Judge

LIBER 80 PAGE 575

MILTON F. KALB and FERN E. KALB, his wife	:	
VS.	:	IN THE CIRCUIT COURT
CLARENCE B. LEMMON Address unknown, and EVA MC CLELLAND Address unknown, Owners in common of the hereinafter described property, or their heirs and assigns; and all persons having or claiming to have an interest in the property known as 14 1/2 acres in the Fourth Election District of Anne Arundel County near Millersville, assessed in the name of Clarence B. Lemmon and Eva McClelland October 11, 1932.	:	FOR ANNE ARUNDEL COUNTY EQUITY # 10109

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

BILL OF COMPLAINT FORECLOSING TAX-SALE CERTIFICATE

Filed 28 Nov, 1936

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, by Linwood L. Clark, their Attorney, complaining, say:

1. That on the 11th day of October, 1932, the Treasurer and Collector of taxes for Anne Arundel County sold 14 1/2 acres unimproved, located near Millersville in the Fourth Election District, this County, to the County Commissioners of Anne Arundel County, said 14 1/2 acres assessed to Clarence B. Lemmon and Eva Mc Clelland in fee simple.

2. That on the 11th day of October, 1932, a certificate of tax sale, a duplicate of which is herewith filed, was issued by C. Albert Hodges, Treasurer and Collector of taxes for Anne Arundel County, Maryland, to the County Commissioners of said County, purchaser of the hereinafter described property; that said duplicate certificate issued by Joseph H. Griscom, Sr., County Treasurer and Collector of taxes for said County is filed herewith and prayed to be taken as a part hereof.

3. That the property mentioned in said certificate of sale is described as 14 1/2 acres near Millersville in the Fourth

Election District of Anne Arundel County; that said plaintiff, Milton F. Kalb and Fern E. Kalb, his wife, are the present owners of one-half acre of said 14 1/2 acres, which said one-half acre is described by metes and bounds in a deed from Ernest R. Birdsong and Williemay Birdsong, his wife, to said Milton F. Kalb (since married), dated October 16, 1947, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. 437, folio 345, as follows:

Beginning for the same at a point in the southwest side of the County Road leading from the Crain Highway to Sappington, said point being located along said road, North 31 degrees 43 minutesWest, 268 feet from where the North 49 degrees 48 minutes East, 330 foot line of the conveyance from Reuben B. Bishop to Antonio Cimino and wife, by deed dated December 18, 1936 and recorded among the Land Records of Anne Arundel County in Liber FAM 157, folio 417, intersects the southwest side of said County Road; thence leaving said road and running South 57 degrees 29 minutes West, 376.22 feet to the waters of Severn Run; thence with the general line of the same, North 40 degrees 44 minutes West, 73.68 feet to a point; thenceparallel to the first line of this description, North 57 degrees 29 minutes East, 372 feet to the south side of said County Road; thence with the same, South 44 degrees 03 minutes East, 75 feet to the place of beginning. Containing .5 acres, more or less, from survey made by J.R.McCrone, Jr.

4. That according to Equity, the law and land records of Anne Arundel County and the records of the Register of Wills of Anne Arundel County, the title to said one-half acre is vested in the said Milton F. Kalb and Fern E. Kalb, his wife, who took said title from Ernest Birdsong and wife, who in turn took said title from Nathaniel Pumphrey and wife, who in turn took title from the said County Commissioners of Anne Arundel County, the purchaser at said tax sale.

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

6. The complainants pray for process directed to the above named respondents, Clarence B. Lemmon and Eva Mc Clelland, whose addresses or present location is unknown by the plaintiffs,

although all reasonable effort has been made by them to locate said parties.

7. The complainants pray for an order of publication directed to said defendants, their heirs and assigns, and all parties in interest in said property.

8. Attached hereto is Exhibit A, the aforesaid duplicate certificate of sale.

9. To redeem the property it would be necessary for the respondents to pay the sum of the selling price to the County Commissioners, with interest, and all taxes since 1932, up to and including the 1950, properly apportioned.

10. The complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the property described herein.

And as in duty bound, etc.

Linwood L. Clark
Solicitor for plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:
I HEREBY certify, that on this 27th day of November 1950, before me, a notary public of the State of Maryland, in and for Anne Arundel County, personally appeared Milton F. Kalb, and made oath in due form of law that the matters and facts set forth in the above Bill of Complaint are true to the best of his knowledge and belief.

Linwood L. Clark
NOTARY PUBLIC

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Duplicate

LIBER 80 PAGE 578

760

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1932, I sold to C. Albert Hodges A.A.Co. Commissioners at public auction for the sum of 39 Dollars and 00 Cents, of which 39.00 Dollars has been paid as a deposit on the property in 4th Election District described as 14½ acres near Millersville

and assessed to [illegible], Clarence B. + McClelland, [illegible]

Filed 28 Nov, 1950

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ~~15 1948~~, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Nov 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 14 day of ~~October~~ November 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[signature]
Notary Public.

My Commission Expires May 1959

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Linwood L. Clark, Attorney, Maryland Hotel Building, Annapolis, Maryland

MILTON F. KALB and FERN E. KALB, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	
CLARENCE B. LEMMON and EVA MC-CLELLAND	:	EQUITY #10,109

::::::::::

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following enumerated unimproved property in the Fourth Election District of Anne Arundel County, Maryland, sold by C. Albert Hodges, County Treasurer, to the County Commissioners of Anne Arundel County, Maryland, October 11, 1932, for State and County taxes in arrears, as described on the tax roll, namely, assessed to Clarence B. Lemmon and Eva McClelland,

14 1/2 acres near Millersville,

which sale was finally ratified by the Circuit Court on November 24, 1936, and particularly the one-half acre, part of said 14 1/2 acres, which is fully described by metes and bounds in a deed from Ernest R. Birdsong and Williemay Birdsong, his wife, to said Milton F. Kalb, (since married), dated October 16, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 437, folio 345, and may be examined by anyone.

Filed 28 Nov, 1950

The bill states among other things that the amount necessary for redemption for the said property herein described has not been paid although more than a year and a day has expired since said sale and final ratification.

To redeem the property it would be necessary for the respondents to pay the sum of the selling price to the County Commissioners, with interest, and all taxes since 1932, up to and including the year 1950, properly apportioned.

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It is thereupon this 28 day of November, 1950, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED that notice be given by the insertion of a copy of this order in one daily newspaper once a week for four successive weeks, or personally served upon defendants, on or before the 31 day of January, 1950, warning all persons interested in said property to be and appear in this Court by the 16 day of February, 1950, and redeem the property or answer the Bill, or thereafter a final decree will be passed foreclosing allrights of redemption in said property and vest in the plaintiffs a title free and clear of all encumbrances.

John H. Hopkins, 3rd.
Clerk

Linwood L. Clark, Attorney, Maryland Hotel Building, Annapolis, Maryland.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 10,109 Equity

MILTON F. KALB and FERN E. KALB, his wife

vs.

CLARENCE B. LEMON and EVA McCLELLAND

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following enumerated unimproved property in the Fourth Election District of Anne Arundel County, Maryland, sold by C. Albert Hodges, County Treasurer, to the County Commissioners of Anne Arundel County, Maryland, October 11, 1932, for State and County taxes in arrears, as described on the tax roll, namely, assessed to Clarence B. Lemon and Eva McClelland 14½ acres near Millersville, which sale was finally ratified by the Circuit Court on November 24, 1936, and particularly the one-half acre, part of said 14½ acres, which is fully described by metes and bounds in a deed from Ernest R. Birdsong and Willemay Birdsong, his wife, to said Milton F. Kalb, (since married), dated October 16, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 437, folio 345, and may be examined by anyone.

The bill states among other things that the amount necessary for redemption for the said property herein described has not been paid although more than a year and a day has expired since said sale and final ratification.

To redeem the property it would be necessary for the respondents to pay the sum of the selling price to the County Commissioners, with interest, and all taxes since 1932, up to and including the year 1950, properly apportioned.

It is therefore this 28 day of November, 1950, by the Circuit Court for Anne Arundel County, Maryland,

ORDERED that notice be given by the insertion of a copy of this order in one daily newspaper once a week for four successive weeks, or personally served upon defendants, on or before the 31 day of January, 1951, warning all persons interested in said property to be and appear in this Court by the 16 day of February, 1951, and redeem the property or answer the Bill, or thereafter a final decree will be passed foreclosing all rights of redemption in said property and vest in the plaintiffs a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd. Clerk

True Copy TEST:

JOHN H. HOPKINS, 3rd. Clerk

d-21

Filed 16 Feb. 1951

LIBER 80 PAGE 581

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 29, 1950

We hereby certify, that the annexed

Order of Publication

Eq. # 10,109

Milton Kalb

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 December, 1950. The first insertion being made the 30th day of November, 1950

THE CAPITAL-GAZETTE PRESS, INC.

By R. P. Braun

MILTON F. KALB and
FERN E. KALB, his wife
VS.
CLARENCE B. LEMMON, et al

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY # 10,109

* * * * *

AFFIDAVIT OF SEARCH

The plaintiffs, after the purchase of the one-half acre in this case, caused the title to the 14 1/2 acres of which it is a part, to be examined; that their Attorney, Linwood L. Clark, experienced in the examination of titles to real estate, did examine the Land Records, Equity Court Records and Register of Wills Records of Anne Arundel County, which examination disclosed that the record title of said 14 1/2 acres were sold October 11, 1932 for taxes in default, as shown by the tax sale certificate herein filed, and were purchased by the Board of County Commissioners of Anne Arundel County at said sale; that said sale was duly ratified by this Honorable Court November 24, 1936, and said 14 1/2 acres were later transferred to Nathaniel Pumphrey and wife, and then to Ernest Birdsong and wife, and that the one-half acre tract purchased by the plaintiffs in this case is part of said 14 1/2 acres, having been purchased from Bernard G. and Hilda K. Birdsong, his wife, owners by mesne conveyances of said one-half acre tract; that the Land Records back for a period of 40 years or longer show that present title to said one-half acre tract is vested in the plaintiffs, Milton F. Kalb and Fern E. Kalb, his wife; that the addresses of Clarence B. Lemmon and Eva Mc Clelland at the time this suit was filed were unknown but that after diligent search the present residences were obtained, and that they have both been summoned in this case, as shown in these proceedings, and return thereon made by the Sheriff of Baltimore City as to Clarence Lemmon, summoned and copy left, and as to Eva McClelland, non est; after which a copy of the Order of Publication and Bill of Complaint was registered to her and a return receipt was signed by Eva McClelland individually.

Linwood L. Clark

Linwood L. Clark, At. for plf.

SUBSCRIBED AND SWORN to by Linwood L. Clark, before me, a Notary Public of the State of Md., in and for Anne Arundel County, this 17 day of February, 1951.

Naomi K. Garner - NOTARY PUBLIC

Filed 16 Feb, 1951

Form 3811
Rev. 1-4-40

LIBER 80 PAGE 583

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 194__

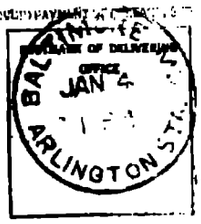
U. S. GOVERNMENT PRINTING OFFICE 16—12421

Rec'd 16 Feb, 1951.

LIBER 80 PAGE 584

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE ($300)



Return to _____
(NAME OF SENDER)

Street and Number, or Post Office Box, _____

REGISTERED ARTICLE
No. 6677

INSURED PARCEL
No. _____

Post Office ANNAPOLIS, MD.

State _____

16—12431

LIBER 80 PAGE 585

MILTON F. KALB and FERN E. KALB, his wife VS.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
CLARENCE B. LEMMON AND EVA MC CLELLAND, et al	*	EQUITY # 10109

****

FINAL DECREE

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with Section 89-I to 90-P of Article 81 of the Annotated Code of Maryland, (1947 Supplement),

IT IS, thereupon, this 17th day of February, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the defendants, or any of them claiming by, from and under them, or any of them, to property or properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Board of County Commissioners of the County, on the 11th day of October, 1932, for the non-payment of taxes, and by mesne conveyances now owned by the plaintiffs, be and the same are hereby barred and foreclosed.

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

Filed 17 Feb, 1951.

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is hereby vested in the plaintiffs.

3. That upon the payment of any and all taxes, interest and penalties accruing subsequent to the date of said sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiffs.

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

Benjamin Michaelson

J U D(G)E

GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant Deale, Maryland	:	NO. 10,543 EQUITY
	:	IN THE
VS.		
	:	CIRCUIT COURT
HOWARD JOSEPH JACKSON, Jr., an infant Deale, Maryland	:	FOR
GLADYS J. JACKSON, widow Deale, Maryland	:	ANNE ARUNDEL COUNTY
HARRY N. JONES and ELOISE S. JONES, his wife Deale, Maryland	:	

:::::::

Filed 1 Aug., 1952.

BILL OF COMPLAINT TO APPOINT TRUSTEE
TO CONVEY INFANT'S INTEREST IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That she was appointed guardian of the said Howard Joseph Jackson, Jr., infant, by the Probate Court of the United States District Court for the District of Columbia by order passed on the 7th day of March, 1952; and she has duly qualified as such guardian. She files herewith a certified copy of her letters of guardianship marked "Complainant's Exhibit A" and prays that the same be considered as part hereof.

SECOND: That on the 5th day of October, 1949, Howard J. Jackson, father of said infant and husband of your oratrix, acquired a 4.85-acre tract of land located in the Seventh Election District of Anne Arundel County, Maryland, from William P. Kelley and wife by deed duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, folio 355, the original of which is filed herewith and marked "Complainant's Exhibit B." That said property is improved by a one-story, cinder block summer bungalow, containing six rooms and bath, without heat; and the same is held subject to a first mortgage to the First Federal Savings and Loan Association of Annapolis dated May 26, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 523, folio 184, on which a balance remains

unpaid as of June 5, 1952, in the amount of $4,735.59.

THIRD: That the said Howard J. Jackson died intestate on November 23, 1951, and left surviving him as his heirs at law your oratrix, his widow Gladys J. Jackson, and a son, Howard Joseph Jackson, Jr., born March 29, 1950, an infant under the age of 21 years, one of the respondents herein.

FOURTH: That since the death of the said Howard J. Jackson, your oratrix finds said property unproductive of any substantial or adequate income; and it is difficult to maintain the same or to meet the mortgage installment payments or other operating expenses thereon as they fall due; and it is to the advantage of your oratrix and her infant child that the same be sold at a reasonable price.

FIFTH: That your oratrix has obtained purchasers for said property at the price of $10,000.00, who have agreed to assume the balance of the aforesaid mortgage as part of said purchase price, all as will appear by a duly executed contract of sale which is filed herewith, marked "Complainant's Exhibit C," and prayed to be taken as part hereof.

SIXTH: That your oratrix is willing to convey her interest in said property to said purchasers; but the said Howard Joseph Jackson, Jr., being an infant, cannot convey said property; and it is necessary that a trustee be appointed by a decree of this Honorable Court to execute a deed in his behalf.

SEVENTH: That the purchase price, to wit, $10,000.00, is fair and reasonable under present market conditions; and it is to the benefit and advantage of said infant to sell said real estate as set forth in the aforesaid contract and to direct the proceeds thereof to be paid to your oratrix as guardian of said infant in accordance with the statute for such cases made and provided.

TO THE END, THEREFORE:

A. THAT the said real estate may be sold and a trustee appointed

by this Honorable Court to execute a deed conveying the estate and interest of the said Howard Joseph Jackson, Jr., infant, in the property herein described to the purchasers mentioned in said contract of sale.

B. THAT the proceeds thereof representing the share of said infant be applied under the authority of this Court.

C. THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said Howard Joseph Jackson, Jr., an infant; Gladys J. Jackson, widow; Harry N. Jones and Eloise S. Jones, his wife; all of whom reside at Deale, Anne Arundel County, Maryland, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Gladys J. Jackson
Gladys J. Jackson, Guardian of
Howard Joseph Jackson, Jr.
Complainant

Albert J. Goodman
Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge
Grace R. Hartge, Notary Public

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Form No. 53

LIBER 80 PAGE 590

In the ~~District Court of the~~ United States DISTRICT COURT for the District of Columbia holding a 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 on the* 7th *day of* March, *A. D. 19*52, *the* ~~District Court of the~~ *United States* DISTRICT COURT *for the District of Columbia, holding a Probate Court, did appoint* Gladys J. Jackson ~~and~~ _____ *Guardian* ~~to~~ of the estate of _____, *born* _____, *19*__, _____, *born* _____, *19*__, Howard Joseph Jackson, Jr., *born* March 29, *19*50, _____, *born* _____, *19*__, _____, *born* _____, *19*__, _____, *born* _____, *19*__, _____, *born* _____, *19*__, _____, *born* _____, *19*__, *infant* child *of* Howard Joseph Jackson, Sr. ~~late of~~ _____ *deceased: who, as guardian*__, *aforesaid, first executed an undertaking with good and sufficient security, approved by said Court in the penalty of* ------ Thirteen Thousand, Five Hundred ---------- *Dollars, conditioned for the faithful performance of* her *duties as guardian*__ *aforesaid; and whose appointment is unrevoked and still in force.*

Witness, the Honorable Bolitha J. Laws, *Chief Justice of said Court, this* 7th *day of* March, *A. D. 19*52.

Attest: Thomas Cogswell

Register of Wills for the District of Columbia, Clerk of the Probate Court.

Filed 1 Aug. 1952
Re-filed 15 Sept. 1952

No. 10,543 Eq
Jackson - Jackson
Examiner's Exh 1
E. Klawans
Examiner.

Case No. 11602

16—7007-1 U. S. GOVERNMENT PRINTING OFFICE

COMPLAINANT'S EXHIBIT A

LIBER 541 PAGE 355 LIBER 80 PAGE 591

THIS DEED, made this fifth day of October, in the year Nineteen Hundred and forty-nine (1949), by and between William P. Kelley and Roselyn L. Kelley, his wife, parties of the first part, hereinafter called "GRANTORS"; and Howard J. Jackson, party of the second part, hereinafter called "GRANTEE", all of the City of Washington, District of Columbia.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged by the said GRANTORS, and the assumption by said GRANTEE of a mortgage held by the First Federal Savings and Loan Association of Annapolis, dated May 26, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 523, folio 184, now reduced to $6,524.40, the said GRANTORS do hereby grant and convey unto the said GRANTEE, his heirs and assigns, in fee simple,

All that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows according to a survey prepared by J. R. McCrone, Jr., Surveyor, dated July, 1948:

Beginning for the same at an iron pipe set where the East side of the State Road leading from Churchton to Deale intersects the South side of the County Road leading from said State Road to Parkers Creek; thence with the South side of the County Road and through the conveyance from James Munroe, Trustee, to John Bias by deed dated June 23, 1916; and recorded among the Land Records of Anne Arundel County in Liber G.W. 116, folio 318, South 61 degrees 38 minutes East 208.5 feet to a bend in the road and on the division line between two larger tracts, mainly, Tyler to the East, and Deale to the West, said point being located, South 01 degree 04 minutes West 30 feet from a large grey stone, which stone was the Northwest corner of a conveyance from W. Tyler and wife to John Bias, by deed dated May 20, 1890, and recorded among the Land Records of Anne Arundel County in Liber S.H. 38, folio 6;

Filed 1 Aug., 1952

Re-filed 15 Sept., 1952

5 10,543 Sq. - Jackson v Jackson, Examiner's Exh. 2. E/Carvens Examiner.

thence continuing with the South side of the County Road and through the last mentioned conveyance, South 87 degrees 10 minutes East 365 feet to a stone set in the East line of said last mentioned conveyance; thence with the East line of the same and the East line of a 2 acre tract, erroneously described in the conveyance from William Tyler to John Bias by deed dated May 22, 1893 and recorded among the Land Records of Anne Arundel County in Liber S.H. 44, folio 326, South 04 degrees 50 minutes West 488 feet to a point; thence North 72 degrees 37 minutes West 350 feet to an iron pipe set at the Southeast corner of the conveyance from Bessie Bias, et al, to Alan H. Bias and Howard Bias by deed dated October 8, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 342, folio 141; and running with the East and North lines of said conveyance, as corrected, North 28 degrees 51 minutes East 212.34 feet to a pipe, and North 83 degrees 03 minutes West 416.6 feet to a pipe on the East side of the State Road; thence with the same, North 27 degrees 41 minutes East 298.2 feet to the place of beginning. Containing 4.85 acres, more or less.

Being the same property which was conveyed to the GRANTORS herein by Bessie Bias, widow, et al, by deed dated August 4, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 484, folio 90.

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

TO HAVE AND TO HOLD the hereinbefore described property unto and to the proper use and benefit of the said GRANTEE, his heirs and assigns, in fee simple; SUBJECT, HOWEVER, to the legal operation and effect of the mortgage hereinbefore referred to.

AND the said GRANTORS 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.

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LIBER 80 PAGE 593

LIBER 541 PAGE 357

WITNESS the hands and seals of the said GRANTORS.

William P. Kelley (SEAL)
William P. Kelley

TEST:

Ruby W. Chaney
Ruby W. Chaney

Roselyn L. Kelley (SEAL)
Roselyn L. Kelley

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

I hereby certify that on this fifth day of October, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William P. Kelley and Roselyn L. Kelley, his wife, and acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney, Notary Public

Recorded October 6th. 1949 at 3:15 P.M.

CONTRACT OF SALE—Form 19.

LIBER 80 PAGE 594

THIS AGREEMENT, Made this day of July, nineteen hundred and fifty-two, between GLADYS J. JACKSON, widow, and GLADYS J. JACKSON, guardian of Howard Joseph Jackson, Jr., an infant,

of the first part, Vendors; and HARRY N. JONES and ELOISE S. JONES, his wife,

of the second part, Vendees; all of the District of Columbia.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the Seventh Election District of Anne Arundel County, Maryland, near Deale, containing 4.85 acres, more or less, together with the improvements thereon, which property is more fully described by metes and bounds, courses and distances (which description is made a part hereof) in the deed from William P. Kelley and wife to Howard J. Jackson dated October 5, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, folio 355, the said Howard J. Jackson having departed this life intestate on November 23, 1951, leaving as his heirs at law his wife, Gladys J. Jackson, and his son, Howard Joseph Jackson, Jr., the said Gladys J. Jackson having been duly appointed guardian of the said Howard Joseph Jackson, Jr.

At and for the price of TEN THOUSAND ($10,000.00)- - - - - - - - - - - - - - - - - - Dollars,

of which ONE THOUSAND ($1,000.00)- Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows: The vendees agree to assume the balance due on a mortgage held by the First Federal Savings and Loan Association of Annapolis dated May 26, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 523, folio 184, and the remainder to be paid in cash at time of settlement, which shall take place upon the vendors' being in a position to convey good and marketable title.

Filed 1 Aug. 1952
Re-filed 15 Sept. 1952

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, assessments and other expenses to be paid or allowed for by the Vendor to date of ~~nineteen hundred and~~ settlement.

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Herman C. Fitzgerald
No. 10,543 Eq
Jackson - Jackson
Examiner's Exh. 3
E/Clawans Examiner

Gladys J. Jackson [SEAL]
Gladys J. Jackson

Gladys J. Jackson [SEAL]
Gladys J. Jackson, guardian of Howard Joseph Jackson, Jr., an infant

Harry N. Jones [SEAL]
Harry N. Jones

Eloise S. Jones [SEAL]
Eloise S. Jones

COMPLAINANT'S EXHIBIT C

GLADYS J. JACKSON, etc.	:	NO. 10,543 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
HOWARD JOSEPH JACKSON, Jr., et al.	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER OF GLADYS J. JACKSON
TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Gladys J. Jackson, widow, to the bill of complaint filed against her in this cause exhibited, respectfully represents unto Your Honors:

That she admits the allegations contained in said bill of complaint and consents to the passage of such decree as to the Court may seem proper in the premises.

And having fully answered said bill of complaint, she begs to be hence dismissed with her reasonable costs.

AND AS IN DUTY BOUND, ETC.

Gladys J. Jackson

Gladys J. Jackson, Respondent

Filed 14 Aug., 1952

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LIBER 80 PAGE 596

GLADYS J. JACKSON, etc. : NO. 10,543 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

HOWARD JOSEPH JACKSON, Jr., et al. : ANNE ARUNDEL COUNTY

:::::::

ANSWER OF HARRY N. JONES
and ELOISE S. JONES, his wife,
TO BILL OF COMPLAINT

Filed 14 Aug., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Harry N. Jones and Eloise S. Jones, his wife, two of the respondents herein, to the bill of complaint filed against them in this cause exhibited, respectfully represents unto Your Honors:

FIRST: That they admit the allegations contained in Paragraph One of said bill of complaint.

SECOND: That they admit the allegations contained in Paragraph Two of said bill of complaint.

THIRD: That these respondents have no personal knowledge of the matters and facts set forth in Paragraph Three of said bill of complaint; and, therefore, they neither admit nor deny the same.

FOURTH: That these respondents have no personal knowledge of the matters and facts set forth in Paragraph Four of said bill of complaint; and, therefore, they neither admit nor deny the same.

FIFTH: That they admit the allegations contained in Paragraph Five of said bill of complaint.

SIXTH: That they admit the allegations contained in Paragraph Six of said bill of complaint.

SEVENTH: That they admit the allegations contained in Paragraph Seven of said bill of complaint.

And having fully answered said bill of complaint, they beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Harry N. Jones
Harry N. Jones

Eloise S. Jones
Eloise S. Jones
Respondents

LIBER 80 PAGE 597

GLADYS J. JACKSON, etc.	:	NO. 10,543 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
HOWARD JOSEPH JACKSON, Jr., an infant, et al.	:	ANNE ARUNDEL COUNTY

:::::::

PETITION TO APPOINT GUARDIAN AD LITEM
AND ORDER OF COURT

Filed 14 Aug., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Gladys J. Jackson, Guardian of Howard Joseph Jackson, Jr., infant, complainant in the above cause, respectfully represents:

That the said Howard Joseph Jackson, Jr., one of the respondents in said cause, has been duly returned summoned but, being an infant, cannot answer and defend this suit for himself.

Your petitioner, therefore, prays Your Honors to appoint a guardian ad litem to appear and answer for said infant, and suggests that , who has no interest whatever in this suit, be appointed guardian ad litem.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14 day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to

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the best of her knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 15th day of August, 1952, by the Circuit Court for Anne Arundel County in Equity ordered that J. Henry Zeller be, and he is hereby, appointed guardian ad litem for Howard Joseph Jackson, Jr., the infant respondent named in the foregoing petition; and he is hereby directed to appear and file his answer in said infant's behalf.

Benjamin Michaelson

Judge

Filed 15 Aug., 1952.

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GLADYS J. JACKSON, etc.	:	NO. 10,543 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
HOWARD JOSEPH JACKSON, Jr., an infant, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Howard Joseph Jackson, Jr., the infant respondent named in the bill of complaint filed against him in this cause exhibited by J. Henry Zeller , his duly appointed guardian ad litem, respectfully represents:

That this respondent, being an infant under the age of 21 years, can neither admit nor deny the allegations set up in said bill of complaint and, therefore, submits his rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

J. Henry Zeller
Guardian ad litem

Filed 20 Aug., 1953.

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GLADYS J. JACKSON, ET. AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
HOWARD JOSEPH JACKSON, JR.,	:	ANNE ARUNDEL COUNTY
ET AL.	:	No. 10,543 Equity

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

TESTIMONY ON BEHALF OF PLAINTIFF

September 6, 1952

Filed 15 Sept, 1952.

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. J. Henry Zeller, Guardian ad litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Gladys J. Jackson, pages 2 to 5.

Carroll H. Hynson, pages 5, 6.

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Gladys J. Jackson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name?

A. Gladys J. Jackson.

2. Where do you live?

A. 410 N Street, Northwest, Washington, D. C.

3. Is your husband living?

A. No he is not.

4. What was his name?

A. Howard J. Jackson.

5. When did he die?

A. November 23, 1951.

6. Where did he die?

A. 763 Quebec Place, Northwest, Washington, D. C.

7. Do you have any children?

A. One son, Howard Joseph Jackson, Jr.

8. How old is he?

A. Two years old.

9. With whom is he living?

A. With me.

10. Has he lived with you continuously since your husband's death?

A. Yes.

11. Were you appointed guardian of your son?

A. I was.

12. Where?

A. In Washington, D. C.

13. On what date?

A. March 7, 1952.

14. Is this paper attached to your bill of complaint a certified copy of the appointment as guardian?

A. Yes it is. (CERTIFICATE OF APPOINTMENT MARKED EXAMINER'S EX. 1)

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15. Did your husband own any property at the time of his death?

A. Yes he did.

16. What was that property and where is it located?

A. The property is at Deale, Maryland and is 4.8 acres of ground.

17. When did your husband acquire the property?

A. October 5, 1949.

18. Is this deed which is attached to your bill of complaint the original deed conveying this property to your husband?

A. Yes. (ORIGINAL DEED ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EX. 2)

19. Will you describe the property?

A. It is one story, cinder block, summer bungalow with six rooms and bath.

20. Does it have a heating plant?

A. No.

21. Doe s it have electricity?

A. Yes, and it has an artesian well.

22. What is the condition of the property?

A. It is in very good condition.

23. Is it used for summer and winter occupancy?

A. It was built for summer use but can be used year round.

24. Is there any mortgage on the property?

A. Yes.

25. What is the balance due on that mortgage?

A. $4735.59, as of the time this suit was filed.

26. Who holds the mortgage?

A. First Federal Savings and Loan Association of Annapolis.

27. What is the date of the mortgage?

A. May 26, 1949.

28. Did your husband leave a Will?

A. No.

29. Who are the surviving heirs at law?

A. One son and myself.

30. How old is your son?

A. Two years old.

31. What are your intentions with respect to this property?

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A. I desire to sell it so I can pay off the mortgage and put the child's money in the bank until he reaches 21.

32. Is there any reason why you want to sell the property?

A. Yes, I don't feel that I am able to carry on the mortgage and pay the payments.

33. Is the property yielding any money at the present time?

A. No it isn't.

34. Would you be able to obtain adequate income to your advantage and your son's from the property?

A. I don't think so.

35. In what business was your husband engaged when he bought this property?

A. Physician.

36. Have you any means of earning a livlihood?

A. No I am unemployed.

37. Have you obtained a purchaser for the property?

A. Yes.

38. Who is it?

A. Henry N. Jones and his wife.

39. How much did they agree to pay for the property?

A. $10,000.00.

40. I show you a contract of sale, dated___day of July 1952, attached to your bill of complaint and ask you if this is the original copy of the Contract of Sale you executed with Dr. and Mrs. Jones?

A. Yes it is. (CONTRACT OF SALE ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EX. 3)

41. This contract recites that you received a deposit of $1000.00?

A. That is correct.

42. Where is that money?

A. In a bank here, the Annapolis Banking and Trust Company.

43. What disposition will be made of the mortgage when you sell the property?

A. They will assume the mortgage and pay the balance in cash.

44. Is this price of $10,000.00 a fair and reasonable price?

A. I think it is fair and reasonable.

45. Do you think it is to the benefit and advantage of your son that this property be sold?

A. It is.

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46. What will you do with your son's share of the proceeds of the sale?

A. I will leave it in the Annapolis bank until he reaches 21.

47. Are you willing to have the deposit and account so read as to having withdrawals subject to the approval of the Circuit Court for Anne Arundel County?

A. I am.

(Mr. Klawans)

To the General Question under the rule the witness answers: "I think I have a good price now and it is the time to sell; property may drop later and I may have to take less and it would not be to the child's advantage".

Gladys J. Jackson

Gladys J. Jackson

****

Carroll H. Hynson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name?

A. Carroll H. Hynson.

2. Where do you live?

A. 121 Clay Street, Annapolis, Md.

3. What is your occupation?

A. Real Estate.

4. How long have you been engaged in the real estate business?

A. Twelve years.

5. Have you had occasion to examine the property located in the Seventh Election District of Anne Arundel County near Deale owned by the late Howard J. Jackson?

A. I have.

6. When did you examine it?

A. August 1, 1952.

7. What did you find?

A. I found a newly constructed cinder block story and a half, unfinished attic, which can be completed if they desire to do so, no basement, it sets on 4.8 acres approximately; the land is on the corner of Deale Road going South to

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Deale; it has wood construction windows, cinder clocks, composition roof, electricity, artesian well, no heating plant in the building, six rooms and bath; it is 35 feet by 52 feet.

8. What is its condition?

A. Good.

9. Are you familiar with the values of property in that neighborhood?

A. Yes.

10. Are you in a position to estimate the value of this particular piece of property?

A. I would consider it would be worth $9500.00 to $10,000.00.

11. Would it be to the advantage of the infant son of the late Howard J. Jackson to sell this property now?

A. I do think so while the price is at its highest now; it is subject to change.

12. Do you think the price of $10,000.00 is reasonable and fair?

A. Yes it is the fair market price as of today.

(Mr. Klawans)

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

Carroll H. Hynson

Carroll H. Hynson

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 15th day of September,;952.

Examiner (SEAL)

Examiner

E.K. $10.00 Pd 9/6/52

K.H.McC. $7.00

Pd 9/6/52

KHMcC

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LIBER 80 PAGE 606

GLADYS J. JACKSON, etc.	:	NO. 10,543 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
HOWARD JOSEPH JACKSON, Jr., an infant, et al.	:	ANNE ARUNDEL COUNTY

:::::::

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE above-entitled case is respectfully submitted for decree, and the 41st Equity Rule is hereby waived.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant

Guardian ad litem

Gladys J. Jackson

Harry N. Jones

Eloise S. Jones
Respondents

Filed Oct. 16, 1952

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LIBER 80 PAGE 607

GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant	:	NO. 10,543 EQUITY
	:	IN THE CIRCUIT COURT
VS.		
HOWARD JOSEPH JACKSON, Jr., an infant, GLADYS J. JACKSON, widow, HARRY N. JONES and ELOISE S. JONES, his wife	:	FOR ANNE ARUNDEL COUNTY

:::::::

Filed 17 Oct., 1952.

D E C R E E

This cause, having been submitted, and the proceedings, exhibits and testimony all having been read and fully considered by the Court,

It is thereupon this 17th day of October, 1952, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the contract filed in this cause and marked "Complainant's Exhibit C," between Gladys J. Jackson, widow, and Gladys J. Jackson, Guardian of Howard Joseph Jackson, Jr., vendors, and Harry N. Jones and Eloise S. Jones, his wife, vendees, for the sale of the real estate situate in the Seventh Election District of Anne Arundel County, Maryland, be, and the said contract is hereby, ratified and confirmed.

And it is further adjudged, ordered and decreed that the interest of Howard Joseph Jackson, Jr., minor, in the property mentioned in these proceedings, be sold to Harry N. Jones and Eloise S. Jones, his wife.

And it is further adjudged, ordered and decreed that Albert J. Goodman be, and he is hereby, appointed trustee to execute a deed in due form of law transferring the estate and interest of the infant, Howard Joseph Jackson, Jr., named in said contract, in accordance with the terms and provisions thereof; and the said trustee, before executing the power conferred upon him by this decree, shall file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of $ 4000.00 conditioned

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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.

And it is further adjudged, ordered and decreed that the said Albert J. Goodman, Trustee, be, and he is hereby authorized to pay to Gladys J. Jackson, Guardian of the said Howard Joseph Jackson, Jr., an infant, the amount of his interest in said property, to be held by her until the said Howard Joseph Jackson, Jr., becomes 21 years of age, and to deposit the same in a local bank or banks, to be withdrawn only upon order of the Circuit Court for Anne Arundel County.

And it is hereby further adjudged, ordered and decreed that the said Albert J. Goodman, Trustee, make a report to this Court that this decree has been performed in accordance with its terms and in accordance with the trust reposed in him by this decree.

Benjamin Richardson
Judge

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GLADYS J. JACKSON, etc. — NO. 10,543 EQUITY

J. Md. Statutory. Trustee's Bond.

VS. — IN THE CIRCUIT COURT

HOWARD JOSEPH JACKSON, Jr., et al. — FOR ANNE ARUNDEL COUNTY

Know all Men by these Presents,

THAT WE , Albert J. Goodman,

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and no/100 Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 27th day of October, in the year nineteen hundred and fifty-two.

WHEREAS, the above bounden Albert J. Goodman, by virtue of a decree of the Honorable the Judge of the Circuit Court dated October 17, 1952, has been appointed trustee to sell the interest of Howard Joseph Jackson, Jr., infant, in certain real estate mentioned in said proceedings unto Harry N. Jones and Eloise S. Jones, his wife, mentioned in the proceedings in the case of Gladys J. Jackson, Guardian of Howard Joseph Jackson, Jr., an infant,

vs. Howard Joseph Jackson, Jr., an infant; Gladys J. Jackson, widow; and Harry N. Jones and Eloise S. Jones, his wife,

now pending in said Court,

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman, Trustee, 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 presence of

Grace R. Hartge
Grace R. Hartge

M. E. Gourley
M. E. Gourley

Albert J. Goodman [SEAL]
Albert J. Goodman

GLENS FALLS INDEMNITY COMPANY [SEAL]

By L. E. King [SEAL]
L. E. King, Attorney

Filed 28 Oct., 1952

Approved this 28 Oct., 1952
John H. Hopkins, 3rd, Clerk

Form 8195—B—1-41

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GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant	:	NO. 10,543 EQUITY
VS.	:	IN THE CIRCUIT COURT
HOWARD JOSEPH JACKSON, Jr., an infant; GLADYS J. JACKSON, widow; HARRY N. JONES and ELOISE S. JONES, his wife	:	FOR ANNE ARUNDEL COUNTY

:::::::

REPORT OF SALE
AND ORDER OF COURT THEREON

Filed 31 Oct., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, Trustee, duly authorized by decree of this Court dated October 17, 1952, in these proceedings to convey the property set forth in the contract filed herein to Harry N. Jones and Eloise S. Jones, his wife, the purchasers, on behalf of Howard Joseph Jackson, Jr., an infant, respectfully shows unto Your Honors:

FIRST: That on the 28th day of October , 1952, the said Albert J. Goodman, Trustee, in accordance with the terms of said decree, filed with the Clerk of this Court a bond to the State of Maryland, with approved surety, in the penalty of $4,000.00, conditioned for the faithful performance of the trust reposed in him by said decree.

SECOND: That thereafter, on the 31st day of October , 1952, the said Albert J. Goodman, Trustee, and Gladys J. Jackson, widow, duly executed, acknowledged and delivered to the said Harry N. Jones and Eloise S. Jones, his wife, a deed conveying to them, the purchasers, the property in these proceedings mentioned and described in said contract of sale filed herein, free, clear and discharged of all claims of the said infant respondent named herein, and those claiming by, from or under him, as directed by said decree, the said Albert J. Goodman, Trustee, having received the sum of $ 5,233.02 , being the full amount due the said infant and Gladys J. Jackson, widow, in payment of said property, after the

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adjustment of taxes and documentary stamps, all as shown on the attached statement of settlement, which is made a part of this report of sale.

THIRD: That said property was acquired by Howard J. Jackson, father of said infant, from William P. Kelley and wife, by deed dated October 5, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 541, folio 355, and upon his death intestate on November 23, 1951, descended to his widow, Gladys J. Jackson, as to a one-third interest, and to his son, Howard Joseph Jackson, Jr., as to a two-thirds interest.

FOURTH: That the said Albert J. Goodman, Trustee, in compliance with said decree of court dated October 17, 1952, now brings into court the aforesaid sum of $ 5,233.02 to be distributed between the said Howard Joseph Jackson, Jr., infant, and Gladys J. Jackson, widow, according to their respective interests; the share of the said Howard Joseph Jackson, Jr., to be paid to Gladys J. Jackson, Guardian of Howard Joseph Jackson, Jr., to be held by her until the said Howard Joseph Jackson, Jr., becomes 21 years of age, and to deposit the same in a local bank or banks, to be withdrawn only upon order of the Circuit Court for Anne Arundel County; all after deducting the costs of these proceedings and expenses connected therewith.

WHEREFORE, the said Albert J. Goodman, Trustee, prays Your Honors to refer the papers in these proceedings to the auditor of this court to state an account herein so that said trustees may pay out and distribute the said purchase money in his hands in accordance with the terms of said decree.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman, Trustee

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts set forth in said report of sale are true as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace C. Hartge
Notary Public

ORDER OF COURT

Ordered this 1st day of November, 1952, by the Circuit Court for Anne Arundel County that the above case be, and the same is hereby, referred to the auditor of this court for the purpose of stating an account; and in stating said account, the auditor is directed to allow Howard Joseph Jackson, Jr., infant, two-thirds of the net proceeds, and Gladys J. Jackson, widow, one-third of the net proceeds.

Benjamin Michaelson
Judge

Filed 1 Nov, 1952

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ANNAPOLIS

LIBER 80 PAGE 613 ~~BALTIMORE~~, MD., October 31, 1952

MEMORANDUM OF SETTLEMENT

Of SALE ~~MORTGAGE~~ made by Gladys J. Jackson and Albert J. Goodman, Trustee

to Harry N. Jones and Eloise S. Jones, his wife

Property No. 4.85-acre lot and imps. near Deale Adjustment made to date

CREDIT THE SELLER OR MORTGAGOR			
Amount of Purchase Price / Mortgage Loan			$ 10,000 00
1952 Taxes paid in advance 2 months days		(90.26)	15 04
19 Water Rent paid in advance months days			
Interest on Purchase Money months days			
House Rent months days			
10,000.00 Insurance 5/10/52 to 5/10/56 144.00 Adj. 3 yr. 6 mo. 11 days			87 18
ALLOWED BY SELLER			
Cash paid on account	$1,000	00	10,102 22
19 Taxes			
19 Taxes			
19 Taxes (Current year) months days			
19 Water Rent			
19 Water Rent (Current year) months days			
Ground Rent—6 months ended, and interest, (if arrears)			
Ground Rent (Current period) months days			
House Rent months days			
½ Revenue Stamps Federal 11.00 State 11.00	11	00	
~~Recording Clerk~~			
Bal. due 1st Fed. Sav. & Loan Asso. 4858.20			
Less July-Aug.-Sept.-Oct. payts. @ 85.00 due 340.00			
By Seller Bal. of mtg. assumed	4,513	20	5,529 20
TOTAL ALLOWANCES			
AMOUNT PAID TO SELLER			4,573 02
COST OF TRANSFER			
Attorney for Title Examination			
Conveyancing			
Recording (Indexe Lots) Deeds Mortgages			
Revenue Stamps			
Insurance, $ for years			
Notary Fees			
Certificate of Liens			
Judgment Search			
President's Fee			
Entrance and Book Fee			
Committee Fee			
1 Week's Dues			
1 Week's Interest			
1 Week's Expense			
TOTAL			
RETAINED AND CREDITED TO EXPENSE ACCOUNT:			
Taxes for 19			
Water Rent for 19			
Ground Rent, 6 months ended			
Accrued Ground Rent			
Alley Paving Liens			
LOAN BY			
BALANCE			

Filed 5 Dec. 1952

Balance due Seller $ 4,573.02

Less open Mortgages

Less open Judgments

Less 4 payments due B & L 340.00
July-Aug-Sept-Oct

Paid to Seller $ 4,233.02

MORTGAGORS' WEEKLY PAYMENTS

Dues

Interest

Expenses

TOTAL

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In the Case of

Gladys J. Jackson,
Guardian of
Howard J. Jackson, Jr., an infant,
VS.
Howard J. Jackson, Jr.,
an infant,
Gladys J. Jackson, widow, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,543 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 10 Nov. 1952.

November 7, 1952

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Dr. Howard J. Jackson, Guardian of Howard J. Jackson, Jr., an infant, in ac.
vs. Howard J. Jackson, Jr., an infant, Gladys J. Jackson, widow, et al

To Trustee for Fee (Order 11/5/52), viz:	400 00	400 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Defendants' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	40 25	
Jos. W. Alton, Jr. - Sheriff's costs	7 25	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan -Stenographer's fee	7 00	
J. Henry Zeller - Guardian ad Litem	4 00	
Auditor - stating this account	18 00	106 50
To Trustee for Expenses, viz:		
Capital-Gazette Press - notice to creditors	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Glens Falls Indemnity Co. - bond premium	16 00	
Carroll H. Hynson - appraisel and testimony	35 00	
Register of Wills - Costs in Orphans Court	7 60	
One-half Federal documentary stamps	5 50	
One-half State documentary stamps	5 50	
Grace R. Hartge - notary fees	1 00	84 60
To Trustee for Liens, viz:		
First Federal Savings & Loan Ass'n of Annapolis - balance due on mortgage assumed by purchaser	4,858 20	4,858 20
BALANCE FOR DISTRIBUTION - $4,652.92		
Distributed to heirs at law of Howard J. Jackson, viz:		
To Gladys J. Jackson, Widow - $ one-third 1,550.97		
LESS direct inheritance tax 15.51	1,535 46	
To Howard J. Jackson, Jr., Son - two-thirds $3,101.95		
LESS direct inheritance tax 31.02	3,070 93	
R. Glenn Prout, Register of Wills - total direct inheritance tax, as above	46 53	4,652 92
		10,102 22

with Albert J. Goodman, Trustee

				Cr.
1952				
Oct.	31	Proceeds of Sale (Contract dated July, 1952)	10,000 00	10,000 00
		Refund 1952 State and County taxes ($90.26 - adj. to 10/31/52)	15 04	
		Refund fire insurance premiums ($144.00 - adj. to 10/31/52)	87 18	102 22
				10,102 22

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LIBER 80 PAGE 617

ORDER NISI

Gladys J. Jackson, Guardian of
Howard J. Jackson, Jr., infant

VERSUS

Howard J. Jackson, Jr.,
an infant,
Gladys J. Jackson, widow, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,543 Equity.

ORDERED, This 10 day of November 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 22 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 22 day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 10 Nov., 1952.

Filed 23 Dec. 1952.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of December, 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 Nicholson
Judge

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS. INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,543 Equity
GLADYS J. JACKSON, Guardian of HOWARD J. JACKSON, Jr., Infant
Vs.
HOWARD J. JACKSON, JR., an infant, GLADYS J. JACKSON, widow, et al.

Ordered, this 10th day of November, 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 22nd 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 22nd day of December next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
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Filed 22 Dec., 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2nd, 1952

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,543 Gladys J. Jackson 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 22nd day of December, 1952 The first insertion being made the 13th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. S. M. T. 550

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GLADYS J. JACKSON, Guardian of Howard Joseph Jackson, Jr., an infant	:	NO. 10,543 EQUITY
	:	IN THE CIRCUIT COURT
VS.		
HOWARD JOSEPH JACKSON, Jr., an infant; GLADYS J. JACKSON, widow; HARRY N. JONES and ELOISE S. JONES, his wife	:	FOR ANNE ARUNDEL COUNTY

:::::::

FINAL REPORT OF TRUSTEE

Filed Dec 24, 1952

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, duly appointed trustee in the above-entitled cause by decree of Court dated October 17, 1952, respectfully returns to this Honorable Court a report of his proceedings as required by said decree as follows:

That after filing an appropriate bond with the Clerk of this Court, said trustee executed a deed to the contract purchasers on behalf of the infant respondent and conducted a settlement in accordance with the settlement sheet filed herein; that the Court Auditor stated her account; and upon its final ratification, all of the amounts set forth therein were paid by said trustee, including the sum of $3,070.93 due the infant respondent, which has been placed on deposit in the Annapolis Banking and Trust Company, Annapolis, Maryland, in Savings Account No. 26966, styled "Gladys J. Jackson, Guardian of Howard Joseph Jackson, Jr., to be withdrawn only upon order of the Circuit Court for Anne Arundel County"; thereby fully performing said decree in accordance with its terms and in accordance with the trust reposed in him. That attached hereto is a certificate from said bank reciting the above deposit, which is prayed to be taken as part hereof.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

Trustee

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of December, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts contained in the foregoing report are true as therein stated.

AS WITNESS my hand and Notarial seal.

Grace L. Hartge
Notary Public

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LIBER 80 PAGE 620

The Annapolis Banking & Trust Company

Annapolis, Md.

W. EMERSON WILEY
SECRETARY

Dec. 24, 1952

To Whom It May Concern:

This is to certify that we have today opened a savings account No. 26966 , in the name of -

"Gladys H. Jackson, Guardian of Howard Joseph Jackson, Jr., to be withdrawn only upon order of Circuit Court for Anne Arundel County",

with an initial deposit of $3,070.93.

Very truly yours,

W. E. Wiley
Secretary.

W.

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