IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND
IN EQUITY

IN THE MATTER OF THE SALE :
OF THE :
MORTGAGED REAL ESTATE :
OF :
CALLIE ROACH :

EQUITY NO. 10,579

- - - - - - -

MR. CLERK:

Please docket the above entitled case, enter my appearance and file among the papers the following instrument, marked, "Plaintiff's Exhibit 'A'".

1. Original mortgage from Callie Roach, dated July 10, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695, folio 91.

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage.

Filed 30 Sept., 1952.

PLAINTIFF'S EXHIBIT 'A'

BUILDING ASSOCIATION MORTGAGE—CIT' 3 COUNTY—WITH CLAUSE—17

LIBER 81 PAGE 2

ER 695 PAGE 91

No. 10,579 Equity

This Mortgage, Made this 10th day of July,

in the year one thousand nine hundred and fifty-two between Callie Roach, unmarried,

of the County of Anne Arundel ., in the State of Maryland, Mortgagor , and the Maryland National Building and Loan Association, Inc.,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Callie Roach

being a member of the said body corporate

ha s received therefrom an advance of Two Hundred

Dollars ($200.00)

on two shares of stock, 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 Callie Roach

do es grant unto Maryland National Building and Loan Association, Inc.,

and its successors and assigns, all that

piece or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County at present known as No. 107 Elizabeth Avenue, Patapsco Park, Baltimore - 25 - Md.,

and described as follows: All that lot of ground known and designated as Number Five Hundred Nineteen (519) Patapsco Park, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31.

BEING the same lot of ground which by deed, dated January 15, 1949, and recorded among aforesaid Land Records in Liber JHH No. 508, folio 215, was conveyed by Frankie Wilson & Sons, Inc., to said Callie Roach, Mortgagor herein.

Filed 30 Sept., 1952

Plaintiff's Exhibit A.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining.

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

IF, HOWEVER, the said Mortgagor shall make the payments and perform the covenants herein on his part contai then this Mortgage shall be void.

AND the said Mortgagor , for himself, his heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc., its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns monthly the sum of twenty-two dollars and forty-six cents on as dues, until the combined payment of dues shall amount to Two Hundred Dollars as principal and also to pay monthly the sum of one dollar and four - - - - cents as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of two hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenants to pay to the said MORTGAGEE, the further sum of one Dollars and fifty cents monthly which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on him by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor , his heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or Frankie Wilson , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI 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 sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee 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, its successors or assigns, under this mortgage whether the same shall have matured or not: (3) the surplus (if any there be), to the said Mortgagor , his heirs, personal representatives or assigns, or to whoever may be entitled to the same. (4) AND IT IS FURTHER AGREED, that in case the Mortgagor ceases to own, sell, transfer or disposes of the within described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due, and in default of payment, this mortgage may be foreclosed.

WITNESS the hand and seal of the said Mortgagor :

TEST:

Frankie D. Wilson
Frankie D. Wilson

Callie Roach (SEAL)
Callie Roach

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel County, SS:

I HEREBY CERTIFY, that on this 10th day of July in the year one thousand nine hundred and fifty-two , before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Callie Roach the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Ruth S. Newman, President of Maryland National Building and Loan Association, Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson
Frankie D. Wilson - Notary Public.

Recorded-15th-July-1952-at-11:50-A.M.

4

MORTGAGE

FROM

CALLIE ROACH

TO

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

Lot 519 Patapsco Park, 5th Election ~~BLOCK NO~~ District Anne Arundel County, Maryland.

Received for Record July 15 19 52

at 11-50 o'clock A M. Same day recorded in

Liber 1st No. 695 Folio 91 etc.,

Land Records of Anne Arundel,

and examined per

[signature], Clerk.

Cost of Record, $

Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

The Daily Record Company, Baltimore, Md.

LIBER 81 PAGE 5

PHONE. SARATOGA 6894

EQUITY No. 10,579

LIBER 81 PAGE 6

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

12 EAST LEXINGTON ST. ● BALTIMORE 2, MARYLAND

October 1, 1952

STATEMENT OF MORTGAGE CLAIM

Filed 1 Oct, 1952

Callie Roach,
107 Elizabeth Avenue, Patapsco Park,
Baltimore - 25 - Maryland.

July 10, 1952, Amount of Mortgage	$ 200.00
Paid on account	22.46
	$ 177.54
Less credit expense account	1.75
	$ 175.79
Plus interest from 8/10/52 to 9/10, 1952	2.08
	$ 177.87

STATE OF MARYLANE, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify this 6th day of October, 1952, before me, a Notary Public of the State and County aforesaid, personally appeared Ruth S. Newman, President of Maryland National Building and Loan Association, Inc., and made oath in due form of law that the above Statement of Mortgage claim is true and bona fide as per the books of said Corporation.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson, Notary Public.

6

Equity No. 10,579

Mortgagee and Attorney's Bond. 97361 1-369 1m-12-32

LIBER 81 PAGE 7

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,579
Equity

Approved and Filed Oct. 14 1952 Shirk Hopkins 3rd Clerk

Know All Men by These Presents:

That we Frankie Wilson - Hammonds Ferry Road / Linthicum Heights, Anne Arundel County Maryland, - as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND AND 00/100 ($1,000.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 7th - day of October - - - - - - - - - in the year nineteen hundred and fifty-two.

Whereas, the above bounden Frankie Wilson

by virtue of the power contained in a Mortgage from Callie Roach

bearing date the 10th day of July nineteen hundred and fifty-two and recorded among the Mortgage Records of Anne Arundel County, in Liber JHH No. 695, Folio 91, and

Frankie Wilson, attorney named in said mortgage

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

Now the Conditions of this Obligation are Such, That if the above bounden Frankie Wilson

does and shall well and truly and faithfully perform the trust reposed in 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:
Walton D. Wilson
Attest:

As to Surety:
E.M. Keyser
E.M. Keyser

Frankie Wilson (Seal)
Frankie Wilson
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. Lee Burgess

Attest
Assistant Secretary Jos T. Kozlosky

7

October 24, 1952

Filed 2 of Oct., 1952.

Equity No. 10,579

I hereby certify that sale of Lot No. 519 Patapsco Park, known as premises 107 Elizabeth Avenue, Patapsco Park, Fifth Election District Anne Arundel County, as described in mortgage from Callie Roach to Maryland National Building and Loan Association, with the improvements thereon, have this 24th day of October, 1952, been sold by me at public auction to FRANKIE WILSON & SONS INC, for the sum of TWO HUNDRED Dollars ($200.00) and that said sale was fairly made.

Robert H. Campbell - Auctioneer.

In the Matter of the	:	
Mortgaged Real Estate	:	IN THE
of	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Callie Roach	:	Equity No. 10,579

- - - -

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Frankie Wilson, Attorney named in Mortgage dated July 10, 1952, from Callie Roach to Maryland National Building and Loan Association, Inc., a body corporate of the State of Maryland, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 695, folio 91, which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days consecutively preceding the day of sale, Frankie Wilson, under and by virtue of the power and authority contained in said mortgage (default having occurred thereunder) did, pursuant to said notice, on the 24th day of October, 1952, at 4:00 p.m., attended on the premises and then and there sold the property described in said mortgage, which property is more particularly described as follows:

Lot known and designated as five hundred nineteen (519) Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Folio 31, improved by two small frame buildings.

TERMS OF SALE: A deposit of One Hundred Dollars ($100.00) was required of purchaser on day of sale, with balance of purchase price to bear interest at 6% per annum from date of sale to date of ratification. Taxes and all other assessments to be adjusted to day of sale.

That said property was sold for the sum of Two Hundred Dollars ($200.00) to Frankie Wilson & Sons, Inc., the said purchaser being then and there the highest bidder therefor.

That said sale was fairly made.

Frankie Wilson

Frankie Wilson, Attorney named in Mortgage

Filed 28 Oct, 1952.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 27th day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in mortgage from Callie Roach to Maryland National Building and Loan Association Inc., and made oath in due form of law that the foregoing Report of Sale is true and bona fide; and further that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Viola Kindred - Notary Public.

ORDER NISI

LIBER 81 PAGE 11

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~XXXXXXX~~

Callie Roach

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,579 Equity

Ordered, this 28 day of October, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $200.00.

John H. Hopkins, 2nd, Clerk.

True Copy,

TEST: Clerk.

Filed 28 Oct., 1952.

(Final Order)

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~XXXXXXX~~

Callie Roach

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of December, 1952, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson A. J.

Filed 9 dec., 1952.

LIBER 81 PAGE 12 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2nd, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,579

Callie Roach

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. 6573

ORDER NISI

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 10,579 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of CALLIE ROACH.

Ordered, this 28th day of October, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-27

Filed 9 Dec., 1952

LIBER 81 PAGE 13

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~M~~S.
Callie Roach

In the

Circuit Court

For

Anne Arundel County

No. 10,579 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.

December 19, 1952

All of which is respectfully submitted.

Laura K. Fiedler
Auditor.

Filed 29 dec., 1952.

LIBER 81 PAGE 14

Dr. **In the** Matter of the Sale of the Mortgaged Real Estate of Callie Roach in ac.

To Attorney for Fee, viz:	50	00	
To Attorney for Commissions, viz:	14	53	64 53
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	18	75	
Auditor - stating this account	9	00	37 75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	20	25	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
New Amsterdam Casualty Co. - bond premium	10	00	
Robert H. Campbell - auctioneer's fee	15	00	
Viola Kindred - notary fee		50	59 75
To Attorney for Taxes, viz:			
1952 State and County taxes ($5.78-adj.)	1	08	1 08
To Attorney for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission - Water and sewer benefit charges for 1951 ($5.80-adj.)	1	10	1 10
To Maryland National Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim	36	54	36 54
			200 75
Amount of mortgage claim filed	177	87	
Cr. Amount allowed as above	36	54	
Balance subject to decree in personam	141	33	

with Frankie Wilson, Attorney named in Mortgage Cr.

1952			
Oct. 24	Proceeds of Sale	200 00	
	Interest on deferred payment to 12/8/52		75
			200 75
			200 75

ORDER NISI

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~XXXXXXX~~

Callie Roach

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,579 Equity.

ORDERED, This 29 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 2 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of February next.

John H. Hopkins, 3rd, Clerk

Filed 29 Dec., 1952.

Filed 23 Dec., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of December, 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~~ attorney 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. February 3rd, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,579 Callie Roach

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of February, 1953 The first insertion being made the 1st day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,579 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of CALLIE ROACH.

Ordered, this 29th 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 2nd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

j-15

Filed 23 Dec., 1953.

No. M. G. 9272

LIBER 81 PAGE 17

IN THE MATTER OF THE SALE OF	:	
THE MORTGAGED REAL ESTATE OF	:	EQUITY NO. 10,548
JOHN S. GYLES AND	:	IN THE CIRCUIT COURT FOR
MARGARET M. GYLES, HIS WIFE	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

Mr. Clerk:

Please file original mortgage and statement of mortgage debt.

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

Filed 8 Aug., 1938.

COUNTY FORM

LIBER 81 PAGE 18
LIBER 556 PAGE 566

No. 10,548 Equity.

Recordation Tax Act of 1947 $5.50 $5.50

This Mortgage,

Made this 6th day of February, in the year one thousand, nine hundred and fifty, Between John S. Gyles and Margaret M. Gyles, 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 FIVE THOUSAND ($5,000.00) Dollars, being part of the purchase money for the property hereinafter firstly 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 5 per cent. (5%) per annum in the manner following:

By the payment of SIXTY-THREE ($63.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of March, 1950, 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 8 Aug., 1952.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of ten years from the date hereof, said balance shall then become due and payable.

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.

First. All those four lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being Lots known and designated as Nos. 258, 259, 260 and 284 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6 (formerly recorded in Plat Book F.S.R. No. 3 folio 6). Being the same property which was conveyed to the above named Mortgagors by Harry E. Hall and Ora M. Hall, his wife, et al, by deed dated the fourth day of February, 1950, and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

2

Second. All those two lots of ground situate in the Seventy Election District of Anne Arundel County, Maryland, being Lots known and designated as Nos. 282 and 283 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6 (formerly recorded in Plat Book F.S.R. No. 3 folio 6). Being the same lots of ground which were conveyed to the above named Mortgagors by the said Harry E. Hall, Ora M. Hall, his wife, et al, by deed dated the 21st day of September, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 544 folio 15.

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.

LIBER 81 PAGE 20

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 .....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 succcessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of....five.....per cent. (.....5%.....) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien herennder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much addtional indebtedness secured by this mortgage and be inclnded in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosnre of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failnre 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 adeqnacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the 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 continned 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 conrse of payments, said Mortgagors covenant with the said Mortgagee to pay.....five...per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made snbject to all the provisions of the charter, by-laws and proper resolntions 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 snch sale nnder 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 snccessors and assigns, under this mortgage whether or not the same shall have then matnred; and the snrplus 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, nnder the powers hereby granted, there shall be and become dne 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 eqnal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Eqnity, 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 attorney or agents, shall not be reqnired to receive the principal and interest only of said mortgage debt in satisfaction thereof, nnless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with, nnless 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 reqnisite.

WITNESS the hands and seals of the said Mortgagors,

Witness:

Ruby W. Chaney
Ruby W. Chaney

John S. Gyles (SEAL)
John S. Gyles

(SEAL)

Margaret M. Gyles (SEAL)
Margaret M. Gyles

(SEAL)

LIBER 556 PAGE 568

LIBER 81 PAGE 21
LIBER 556 PAGE 569

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1950, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared John S. Gyles and Margaret M. Gyles, 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 February 7th. 1950 at 2:45 P.M.

MORTGAGE

FROM

JOHN S. GYLES

and

MARGARET M. GYLES, HIS WIFE,

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record Feby 7, 1950, at 2:45 o'clock P. M. Same day recorded in Liber J.H.H. No. 556 Folio 569 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

$5.50 stamps

5

IN THE MATTER OF THE SALE	:	No. 10,548 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
JOHN S. GYLES AND MARGARET	:	for Anne Arundel County
M. GYLES, HIS WIFE.	:	

Filed 8 Aug., 1952

STATEMENT OF MORTGAGE CLAIM

Balance due on principal	$4,736.60
To interest	60.06
Total due	$4,796.66

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of August, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderwon, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC.

Acct. No. 3643

~~PAYMENT BY~~

John S. Gyles & Margaret M. Gyles

IN THE

First Federal Savings and Loan Association

ANNAPOLIS, MARYLAND

195

Interest to Aug. 1952		19.74
Int. Sep. 1952		19.82
Int. Oct. 1952		19.90
Tax Reserve		
Ins. Reserve		
Bal. as of Aug. 6,52		4,736.60
Total		4,796.06

6

7

F. 21733 600 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND. LIBER 81 PAGE 23 No. 10,548 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 Six Thousand ($6,000.00)- - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 - - - 15th - - - - day of August, - - - - - - - - - - - -, in the year of our Lord 1952.

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

by virtue of the power contained in a mortgage from John S. Gyles and Margaret M. Gyles, his wife, - - - - - - - - - - - to First Federal Savings and Loan Association of Annapolis bearing date the 6th day of February, 1950, and recorded among the land ~~mortgage~~ records of Anne Arundel County in Liber J.H.H. No. 556 Folio 566 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 (signature)
Janet Schnoor

George E. Rullman (signature) [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes (signature)
H. Cookman Hindes Attorney-in-fact

Estelle M. Fiedler (signature)
Estelle M. Fiedler

Attorney in fact

Filed 19 Aug., 1952.

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

8

GEORGE W. SCIBLE - - - LIBER 81 PAGE 24 - - - - - Auctioneer

PUBLIC SALE

— OF VALUABLE —

REAL ESTATE

SITUATE AT IDLEWILDE-ON-THE-BAY, SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from John S. Gyles and Margaret M. Gyles, his wife, dated February 6th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 556, folio 566, 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 at public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Filed 11 Sept, 1952

Tuesday, September 9th, 1952

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

the property described in said mortgage, namely:

FIRST: All those four lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being lots known and designated as Numbers 258, 259, 260, and 284 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6 (formerly recorded in Plat Book F. S. R. No. 3, at folio 6). Being the same property which was conveyed to the John S. Gyles and Margaret M. Gyles, his wife, by Harry E. Hall and Ora M. Hall, his wife, et al., by deed dated the 4th day of February, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 556, folio 564.

SECOND: All those two lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being lots known and designated as Lots 282 and 283 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6 (formerly recorded in Plat Book F. S. R. No. 3, folio 6). Being the same lots of ground which were conveyed to John S. Gyles and Margaret M. Gyles, his wife, by the said Harry E. Hall and Ora M. Hall, his wife, et al., by deed dated the 21st day of September, 1949, and recorded among the aforesaid Land Records in Liber J. H. H. 544, folio 15.

Said property is improved by a frame bungalow and garage.

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

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
Lee Building,
Annapolis, Maryland.

9

IN THE MATTER OF THE SALE	:	No. 10,548 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
JOHN S. GYLES AND MARGARET M.	:	for Anne Arundel County
GYLES, H S WIFE	:	

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 9th day of September, 1952, sold the within described property to Marion H. Boylston and Virginia M. Boylston, his wife, at and for the sum of FIVE THOUSAND SIX HUNDRED Dollars ($ 5,600.00) they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

George W. Scible AUCTIONEER

Filed 11 Sept., 1952

PURCHASER'S AGREEMENT

We hereby certify that we have this 9th day of September, 1952, purchased the within described property from George E. Rullman, Attorney, at and for the sum of FIVE THOUSAND SIX HUNDRED - - - - Dollars ($ 5,600.00) and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

TEST:

Ruby W. Chaney

Marion H. Boylston (SEAL)

Virginia M. Boylston (SEAL)

3810 - 72

10

IN THE MATTER OF THE SALE	:	No. 10,548 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
JOHN S. GYLES AND MARGARET M.	:	for
GYLES, 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 11 Sept., 1952

That under and by virtue of the power of sale contained in a mortgage from John S. Gyles and Margaret M. Gyles, his wife, dated February 6th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 556 folio 566, 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 Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door in the City of Annapolis, Maryland, on Tuesday, September 9th, 1952, at eleven o'clock A. M. and then and there sold the said property to Marion H. Boylston and Virginia M. Boylston, his wife, at and for the sum of Five Thousand Six Hundred Dollars ($ 5,600.00), they being then and there the highest bidders therefor, which property is as follows:

> (1) All those four lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being lots known and designated as Numbers 258, 259, 260 and 284 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6 (formerly recorded in Plat Book F.S.R. No. 3 at folio 6). Being the same property which was conveyed to the said John S. Gyles and Margaret M. Gyles, his wife, by Harry E. Hall and Ora M. Hall, his wife, et al, by deed dated the 4th day of February, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 556 folio 564.

//

(2) All those two lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being lots known and designated as Lots 282 and 283 on the Revised Plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X Plat 6 (formerly recorded in Plat Book F.S.R. No. 3 folio 6). Being the same lots of ground which were conveyed to the said John S. Gyles and Margaret M. Gyles, his wife, by the said Harry E. Hall and Ora M. Hall, his wife, et al, by deed dated the 21st day of September, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. 544 folio 15.

Said property is improved by a frame bungalow and garage.

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 purchase money, with interest thereon at the rate of six per cent. per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of September, 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. Cluney

NOTARY PUBLIC

RUBY W. CLUNEY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

12

IN THE MATTER OF THE SALE	:	No. 10,548 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
JOHN S. GYLES AND MARGARET M.	:	for
GYLES, HIS WIFE.	:	Anne Arundel County

Filed 11 Sept., 1952.

ORDER NISI

ORDERED, this 11 day of September, 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 20 day of October, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 20 day of October next.

The Report states the amount of sales to be Five Thousand Six Hundred Dollars ($5,600.00).

John H. Hopkins, 3rd,
CLERK

IN THE MATTER OF THE SALE	:	No. 10,548 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
JOHN S. GYLES AND MARGARET M.	:	for
GYLES, HIS WIFE.	:	Anne Arundel County

Filed 24 Oct., 1952.

FINAL ORDER

ORDERED by the Court this 24th day of 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
Judge

13

FICE OF

LIBER 81 PAGE 29 **Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 11th, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity 10,548

John S. Gyles

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 20th day of October, 1952 The first insertion being made the 18th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By J. Green

No. MG. 756

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No 10,548 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN S. GYLES AND MARGARET M. GYLES, HIS WIFE.

ORDERED, this 11th day of September, 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 20th day of October, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 20th day of October next.

The Report states the amount of sales to be Five Thousand Six Hundred Dollars ($5,600.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

o-6

Filed 23 Oct, 1952

LIBER 81 PAGE 30

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~Wk~~
John S. Gyles
and
Margaret W. Gyles, his wife

In the

Circuit Court

For

Anne Arundel County

To the Honorable, the Judges of said Court:

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

Filed 17 Nov, 1952.

November 14, 1952

All of which is respectfully submitted.

Laura K. Fickeling
Auditor.

15

Dr. In the matter of the Sale of the Mortgaged Real Estate of John S. Gyles and Margaret M. Gyles, his wife

			in ac.
To Attorney for Fee, viz:	50 00		
To Attorney for Commissions, viz:	199 45		249 45
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	18 75		
Auditor - stating this account	13 50		42 25
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	32 82		
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	24 00		
George W. Scible - auctioneer's fee	25 00		
Wm. M. Thomas Lumber Co. - vacancy permits	4 80		
One-half Federal documentary stamps	3 30		
One-half State documentary stamps	3 30		
Ruby W. Chaney - notary fees	1 00		117 91
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for first mortgage claim filed	4,796 66		4,796 66
To Herbert E. Giles, Executor of Mattie S. Giles, - this balance on account second mortgage claim (Order 10/27/52)	460 78		460 78
			5,667 05
Amount of second mortgage claim, viz:			
Principal	12,500	00	
Interest thereon from 5/18/50 to 9/9/52 at 5%	1,447	92	
Total	13,947	92	
Cr. Amount allowed as above	460	78	
Balance due on second mortgage	13,487	14	

16

with George E. Rullman, Attorney named in Mortgage

				Cr.
1952				
Sept.	9	Proceeds of Sale	5,600 00	
		Interest on deferred payment	48 45	5,648 45
		Refund 1952 State and County taxes ($82.69 -adjusted)	18 60	18 60
				5,667 05

Filed 17 Nov., 1952.

Filed 23 Dec., 1952.

ORDER NISI

LIBER 81 PAGE 33

In the matter of the Sale of the Mortgaged Real Estate of

VERSUS

John S. Gyles

and

Margaret M. Gyles, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,548 Equity.

ORDERED, This 17 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 23d day of December, 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 Mechlenburg

J. 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., December 10th 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct. -

Equity Number 10,548

John S. Gyles

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 December, 1952. The first insertion being made the 20th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,548 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JOHN S. GYLES And MARGARET M. GYLES, His Wife.

Ordered, this 17th 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 23 Dec., 1952.

No. M. G. 7241

19

AMELIA P. McGROARTY and GRATTON P. McGROARTY, her husband APO 807 c/o Postmaster New York, N.Y.	*	IN THE
and	*	CIRCUIT COURT
DANIEL S. PARKINSON and LAURETTA S. PARKINSON, his wife Annapolis, Maryland	*	FOR
and	*	ANNE ARUNDEL COUNTY
JOHN A. PARKINSON and MARY E. PARKINSON, his wife Annapolis, Maryland	*	No. 10,387 Equity
vs.	*	
ELLEN RUSSETT and JOHN RUSSETT, her husband R. F. D. 3 Cardington, Ohio	*	
and	*	
GEORGE H. PARKINSON and HELEN G. PARKINSON, his wife 80 Halsey Street Brooklyn, New York	*	

Filed 14 Dec., 1951

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators by their attorneys, McWilliams, Evans & Melvin, complaining, say:

1. That John Parkinson, late of Eastport, Anne Arundel County, Maryland, departed this life intestate on April 6, 1950 seized and possessed of a tract or parcel of ground in the Second Election District of Anne Arundel County, in the village of Eastport and designated on Duvall's Plat of Eastport as Lot Number Thirty-Two (32); said property having been conveyed to the said John Parkinson and Rose W. Parkinson, his wife, as tenants by the entireties, by deed dated May 8, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio

478; the said Rose W. Parkinson having predeceased John Parkinson on April 2, 1950. A certified copy of the aforementioned deed is filed herewith, marked Plaintiffs' Exhibit "A", and prayed to be taken as a part hereof.

2. That the said John Parkinson left surviving him the following children, to whom only, as his heirs at law, the said property has descended, viz:

(a) Ellen Russett, daughter, who intermarried with John Russett, both of whom are of full age and reside in Cardington, Ohio.

(b) Daniel S. Parkinson, son, who intermarried with Lauretta S. Parkinson, both of whom are of full age and reside in Annapolis, Maryland.

(c) George H. Parkinson, son, who intermarried with Helen G. Parkinson, both of whom are of full age and reside in Brooklyn, New York.

(d) John A. Parkinson, son, who intermarried with Mary Elizabeth Parkinson, both of whom are of full age and reside in Annapolis, Maryland.

(e) Amelia P. McGroarty, daughter, who intermarried with Gratton P. McGroarty, both of whom are of full age and now reside in the Country of Germany, the said Gratton P. McGroarty being in the employ of the United States Government.

3. That the property aforesaid is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that, in order to make division of said interests, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

4. That the persons named in Paragraph 2 above of this Bill of Complaint are now the sole legal title holders of said property.

2

TO THE END, THEREFORE:

(1) That a decree may be passed by this Court for the sale of said property and the proceeds thereof distributed among the persons entitled thereto according to their respective interests therein.

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

AND AS IN DUTY BOUND, ETC.

McWilliams, Evans & Melvin

McWilliams, Evans & Melvin
212 Duke of Gloucester St.
Annapolis, Maryland
Attorneys for Plaintiffs

3

($3.00 Rev. Stamp)

THIS DEED, Made this eighth day of May, in the year nineteen hundred and twenty, (1920) by and between Walter Queen and Emma Queen, his wife, of Atlantic City, County of Atlantic, State of New Jersey, and Mary Queen, widow of Louis Queen, late of Anne Arundel County, State of Maryland, parties of the first part, and John Parkinson, and Rose W. Parkinson, his wife, of Anne Arundel County, State of Maryland, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations p id them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they the said Walter Queen and Emma Queen his wife, and Mary Queen have bargained and sold and by these presents do grant and convey unto the said John Parkinson and Rose W. Parkinson, his wife, in fee simple, all that lot or parcel of ground in the Second Election District of Anne Arundel County, situate, lying and being in the village of Eastport and designated on Duvall's Plat of Eastport as Lot No. 32 and described as follows:

BEGINNING for the same at the East corner of Severn Avenue and Second Street and running in a North Easterly direction with the Southeast side of said Severn Avenue the distance of eighty two feet six inches, thence at right angles in a southeasterly direction the distance of one hundred and sixty-four feet to Lot No. 34; thence with said lot No. 34 the distance of Eighty-two feet six inches to the Northwest side of Second Street, thence Northwesterly with said side of said street the distance of One hundred and sixty four feet to the beginning.

BEING the same lot or parcel of ground which the Mutual Building Association of Annapolis et-al conveyed to Mary Jane Queen by deed dated the 31st. of January 1882, amd recorded among the Land

Filed 14 Dec., 1951
Re-filed 19 Mar., 1952

10,387 Eq. Examiner's Ex. 1

(Plaintiff's Exhibit "A")

4

Records of Anne Arundel County in Liber S. H. No. 19, folio 145.

The Said Walter Queen being the only child and heir at law and the said Mary Queen being the surviving wife of Lewis Queen surviving husband of Mary Jane Queen, respectively.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenan ces thereto belonging or in anywise appertainining.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land unto and to the proper use and benefit of the said John Parkinson and Rose W. Parkinson, his wife, their heirs and assigns, forever, in fee simple, as tenants by the entireties.

AND THE SAID PARTIES of the first part hereby covenant that they will warrant specially the title to the property conveyed that they will execute such other and further assurances thereof as may be requiste or necessary.

Witness the hands and seals the said parties of the first part.

Witness as to Walter Queen & Emma Queen
John Wilton

Witness as to Mary Queen
Bernard J. Wiegard.

Walter Queen (Seal)

Emma Queen (Seal)

Mary her X mark Queen (Seal)

State of New Jersey, City of Atlantic, to wit:

I Hereby Certify, that on this 4th day of May, in the year 1920, before me, the subscriber Commissioner of Deeds of the State of New Jersey, in and for said County, personally appeared the above named Walter Queen and Emma Queen, his wife, and each acknowledged the aforegoing instrument of writing to be their act and deed.

WITNESS my hand and Commissions of Deeds Seal.

W. H. Roberts
Commissioner of Deeds of N.J..

(Commission of)
(Deeds Seal)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify, that on this eighth day of May in the year 1920, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the said County, personally appeared the above named Mary Queen and acknowledged the aforegoing instrument of writing to be her act and deed.

Witness my hand and Notarial Seal.

(Notary Seal)

Bernard J. Wiegard
Notary Public.

Recorded 20th of September 1920, at 11 o'clock A. M.
State of Maryland. Anne Arundel County, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber W. N. W. No. 22, folio 478, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 16th day of September A. D. 1947.

John H. Hopkins, 3rd Clerk.

McWilliams, Evans & Melvin
Attorneys

AMELIA P. McGROARTY and GRATTON P. McGROARTY, her husband, et al	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELLEN RUSSETT and JOHN RUSSETT, her husband,	*	No. 10,387 Equity
and	*	
GEORGE H. PARKINSON and HELEN G. PARKINSON, his wife,	*	
	*	
*	*	*

ORDER OF PUBLICATION

Filed 14 Dec., 1951

The object of this suit is to obtain a decree for the sale of the parcel of land and improvements thereon hereinafter described.

The Bill of Complaint recites that the parties to the case are the legal title holders of the property located in Eastport, Anne Arundel County, Maryland, known as Lot No. 32 on Duvall's Plat of Eastport, being the same property conveyed to John Parkinson and Rose W. Parkinson, his wife, both deceased, as tenants by the entireties, by deed dated 8 May 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 478; that said property is not susceptible of partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interest, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

It is thereupon this 14 day of ~~November~~ December, 1951 by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Plaintiffs, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once in each of four (4) successive weeks, before the 18 day of January, 1952, give notice to the absent

Defendants of the object and substance of the Bill of Complaint, warning them to appear in this Court in person or by attorney, on or before the 4 day of February 1952 to defend the said action.

John H. Hopkins, 3rd, Clerk
John H. Hopkins, III, Clerk

Filed 13 Feb, 1952

McWILLIAMS, [illegible] & MELVIN
Attys

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,387 Equity

AMELIA P. McGROARTY and GRATTON P. McGROARTY, he husband, et al

Vs.

ELLEN RUSSETT and JOHN RUSSETT, her husband,
and
GEORGE H. PARKINSON and HELEN G. PARKINSON, his wife.

ORDER OF PUBLICATION

The object of this suit is to obtain a decree for the sale of the parcel of land and improvements thereon hereinafter described.

The Bill of Complaint recites that the parties to the case are the legal title holders of the property located in Eastport, Anne Arundel County, Maryland, known as Lot No. 32 on Duvall's Plat of Eastport, being the same property conveyed to John Parkinson and Rose W. Parkinson, his wife, both deceased, as tenants by the entireties by deed dated 8 May 1920 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 478; that said property is not susceptible for partition without material loss and injury to the parties entitled to interests therein, and that in order to make division of said interest, it will be necessary that said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

It is thereupon this 14th day of December, 1951 by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the plaintiffs, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once in each of four (4) successive weeks, before the 18th day of January, 1952, give notice to the absent Defendants of the object and substance of the Bill of Complaint, warning them to appear in this Court in person or by attorney, on or before the 4th day of February, 1952 to defend the said action.

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

JOHN H. HOPKINS, 3rd., Clerk.

No. 9

8

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis. Md., January 12, 1952

We hereby certify, that the annexed Order of Publication Equity 10,387 Amelia P. McGroarty

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 18th day of January, 1952. The first insertion being made the 17th day of December, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

LIBER 81 PAGE 42

AMELIA P. Mc GROARTY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JOHN A. PARKINSON, et al.	*	No. 10,387 Equity

* * *

DECREE PRO CONFESSO

The Defendants, John A. Parkinson and wife, and Ellen Russett and husband, having been duly notified by Order of Publication to appear to the Bill of Complaint, and having failed to appear thereto, according to the command of the said Order.

It is thereupon this 13th day of February, 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 non-resident Defendants.

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

Benjamin Michaelson
Judge

Filed 13 Feb., 1952.

10

AMELIA P. McGRAORTY, ET AL.,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
ELLEN RUSSETT, ET AL.,	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,387 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

February 23, 1952

Present:

Mr. Ridgely P. Melvin, Jr., Solicitor for Plaintiffs.

Mr. John S. Strahorn, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

John A. Parkinson, pages 2, 3, 4.

Thos. Carroll Worthington, Jr., pages 4, 5, 6.

Filed 19 Mar., 1952.

//

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

(Mr. Melvin)

1. State your full name?

A. John A. Parkinson.

2. You are one of the plaintiffs in these proceedings?

A. Yes.

3. Where do you live?

A. 33 Eastern Avenue, Annapolis, Maryland.

4. You are one of the co-owners of the property involved in these proceedings, located on the corner of Fifth Street and Severn Avenue, Eastport?

A. Yes.

5. I show you a certified copy of a deed, marked Plaintiffs' Ex. A, and ask you if this deed accurately describes the property involved in these proceedings?

A. Yes that is a copy of the deed.

(CERTIFIED COPY OF DEED FILED AS PLAINTIFFS' EX. A MARKED EXAMINER'S EX. 1)

6. The grantees in this deed are John Parkinson and Rose W. Parkinson; who is John Parkinson?

A. That is my father.

7. Is he dead and if so, when did he die?

A. He died April 6, 1950.

8. Who is Rose W. Parkinson?

A. My mother.

9. Is she dead, and if so, when did she die?

A. She died April 1, 1950.

10. She predeceased your father?

A. That is correct.

11. Did your father leave a Will?

A. No will has been located.

12. Have letters of administration been taken out on his estate and has the

12

administration of the estate been completed?

A. As far as I know.

13. Have all inheritance taxes been paid?

A. As far as I know.

14. In addition to yourself, what children, if any, survived your father?

A. George H. Parkinson.

15. Is he married?

A. Yes, to Helen G. Parkinson.

16. Where does he live?

A. Brooklyn, New York. Amelia Parkinson McGroarty; she is in Germany somewhere.

17. Is she married?

A. Yes to Gratton F. McGroarty, and myself, John A. Parkinson?

18. You are married to Mary E. Parkinson?

A. Yes, and Ellen Russett; she is married to John Russett; she lives in Ohio, and Daniel S. Parkinson, who is married to Lauretta S. Parkinson; they live in Annapolis.

19. Are they all adults?

A. Yes.

20. Those last two mentioned were the children of your father by his first marriage, were they not?

A. Yes.

21. Your father's first wife has been dead for several years?

A. Yes.

22. Are the people mentioned in these proceedings the only ones entitled to any interest in this property as far as you know?

A. As far as I know.

23. Are there any children of any deceased children of your father who were living at the time of his death?

A. No.

24. Do you believe the property is susceptible of partition in kind among the people entitled to interest without loss or injury to them?

A. No it cannot be divided.

13

25. What do you think should be done with the property?

A. Sold as it is and the proceeds divided equally.

26. Do you feel that it would be for the best interest of all concerned to sell the property and divide the proceeds?

A. I think so.

27. Do you have any opinion as to what this property would bring at public auction?

A. I would say $8000.00.

(Mr. Strahorn)

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

John A. Parkinson

John A. Parkinson

****

Thomas Carroll Worthington, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. Thomas Carroll Worthington, Jr., I live at 1217 Mckinley Street, Annapolis.

2. Where is your place of business?

A. Towns-Worth Building, South Street, Annapolis, Md.

3. What is your occupation?

A. Real Estate Salesman and Appraiser.

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

A. A little over three years.

5. Are you in business with your father?

A. Yes.

6. Have you had occasion to examine the property which is the subject of these proceedings?

A. Yes.

7. When?

A. Yesterday.

8. Will you describe the property?

A. It is on the corner of Fifth Street and Severn Avenue in Eastport. The lot is 32½ feet by 164 feet. The building consists of a six room stucco over frame house, tin roof, with a three room addition covered by asbestos shingles with an asphalt roof.

9. What is the condition of the house?

A. It is in very poor condition.

10. Does it have modern conveniences?

A. Yes it has electricity, oil burner, several oil stoves; it is all in pretty poor shape; it would take quite a bit of work to put it in livable condition.

11. Is the house occupied at the present time?

A. No.

12. How long has it been unoccupied?

A. I don't know, but it has been unoccupied for quite some time.

13. Do you think the property is susceptible of partition in kind without loss or injury to the parties in interest.

A. No.

14. Why not?

A. Well if it was divided there would not be enough land there to be divided successfully to be of any value to any of the parties in interest.

15. What do you think should be done with the property in order to serve the best interest of the people entitled to it?

A. I think it should be sold as a whole.

16. Do you think there would be any advantage to sell the lot apart from the house?

A. No I don't.

17. Is that because of the poor condition of the house?

A. Yes I think if the lot was sold separately, it would be very difficult to sell the house.

15

18. What, in your opinion, would the property be likely to bring at public auction?

A. In my opinion the fair price would be $5000.00.

(Mr. Strahorn)

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

Thomas Carroll Worthington, Jr.

******

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

Witness my hand and seal this 19th day of March 1952.

Jno S. Strahorn (SEAL)
Examiner

J.S.S. $10.00
K.H.McC. $6.00

AMELIA P. McGROARTY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ELLEN RUSSETT, et al.	*	No. 10,387 Equity

* * *

D E C R E E

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

It is thereupon this 5th day of April, 1952, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the property mentioned in these proceedings be sold; that Ridgely P. Melvin, Jr. be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

Filed 5th Apr., 1952

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 Six Thousand Dollars ($6,000.00), conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three (3) weeks notice by advertisement inserted in at least one (1) daily newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which terms shall be the deposit of Five Hundred Dollars ($500.00) and the balance in cash upon final ratification of sale by this Court; interest to be paid on the unpaid purchase money from the date of sale to the date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale. As soon as may be convenient after such sale, said Trustee shall return to this Court a full and particular account of his proceedings

18

relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Nicholson
Judge

19

LIBER 81 PAGE 51

A STOCK COMPANY — ESTABLISHED 1890

No. 10,387 Equity

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, Ridgely P Melvin, Jr.

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 Six Thousand ($6000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of May in the year of our Lord one thousand nine hundred and fifty-two

WHEREAS, the above bounden Ridgely P Melvin, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate

mentioned in the proceedings in the case of Ms Crosty et al

vs:

Russett et al
#10,387 Equity

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ridgely P Melvin, Jr.

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Eleanor G. Owings — Ridgely P. Melvin, Jr. (SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By Audrey M. Dukes — By Ridgely P. Melvin Attorney-in-fact

MD3116—250, 6-47 117982
Trustee's Bond

Filed 8 May, 1952.

Approved this 8 May, 1952.
John A. Hopkins, 3rd, Clerk.

20

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

McWILLIAMS, EVANS and MELVIN
212 Duke of Gloucester Street
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

FEE SIMPLE PROPERTY

SITUATED ON THE CORNER OF SEVERN AVENUE AND FIFTH STREET IN EASTPORT, ANNAPOLIS, MARYLAND

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, the undersigned, as Trustee, will sell at public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Friday, May 9th, 1952

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

All that Corner Lot or Parcel of Ground designated on Duvall's Plat of Eastport as Lot Number 32, with a frontage of approximately 164 feet on Fifth Street and approximately 82½ feet on Severn Avenue, more particularly described in a deed to John Parkinson and Rose W. Parkinson, his wife, dated 8 May, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, Folio 478.

Southeast portion of property is improved by a six-room, story and a half dwelling with three-room addition attached. Remainder of lot, including corner section, is vacant and suitable for building site.

TERMS OF SALE: A cash deposit of $500 will be required at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale. Trustee reserves the right to reject any and all bids.

9 May 1952

Received of George S. Lewnes this date the sum of $500.00 as cahs deposit on his high bid of $6,300.00 for the purchase of the above described property, he being the highest bidder at said sale.

Ridgely P. Melvin, Jr., Trustee

Ridgely P. Melvin, Jr., Trustee

RIDGELY P. MELVIN, JR., Trustee,
212 Duke of Gloucester Street,
Annapolis, Md.

Filed 12 May 1952

21

AUCTIONEER'S CERTIFICATE

9 May 1952

I HEREBY CERTIFY that I have this date sold the property described on the reverse side hereof to George S. Lewnes for the sum of Sixty-Three Hundred Dollars ($6,300.00), he being then and there the highest bidder for said property.

George W. Scible, Auctioneer

Filed 12 May 1952.

22

AMELIA P. McGROARTY, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ELLEN RUSSETT, et al.	*	No. 10,337 Equity

* * *

TRUSTEE'S REPORT OF PUBLIC SALE

Filed 12 May, 1952

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of Ridgely P. Melvin, Jr., Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated 5 April, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the "Evening Capital", a daily newspaper published in Anne Arundel County, for at least three (3) successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door in the City of Annapolis, on the 9th day of May, 1952, at 11:00 o'clock A.M., 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, situated in the City of Annapolis, and described as follows: All that corner lot or parcel of ground designated on Duvall's Plat of Eastport as Lot Number 32, with

a frontage of approximately 164 feet on Fifth Street and approximately 82½ feet on Severn Avenue, more particularly described in a deed to John Parkinson and Rose W. Parkinson, his wife, dated 8 May, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 478.

And your said Trustee sold the above described property to George S. Lewnes for the sum of $6,300.00, he being at that sum the highest bidder therefor, the terms of said sale being a cash deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by Circuit Court of Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

Respectfully submitted,

Ridgely P. Melvin, Jr., Trustee

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

I HEREBY CERTIFY that on this 12th day of May, 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 Ridgely P. Melvin, Jr., Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

Notary Public

24

ORDER NISI

LIBER 81 PAGE 56

AMELIA P. McGROARTY, et al

versus

ELLEN RUSSETT, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,387 Equity

Filed 12 May, 1952.

Ordered, this 12 day of May, 19 52., That the sale of the Real Estate in these Proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of June next.

The report states that the amount of sales to be $ 6,300.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

AMELIA P. McGROARTY, et al

versus

ELLEN RUSSETT, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 June, 1952.

ORDERED BY THE COURT, This 23d day of June, 19 52, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

25

PURCHASER'S CERTIFICATE

9 May, 1952

Filed 13 May, 1952

I HEREBY CERTIFY that I have this 9th day of May, 1952, purchased at public auction from Ridgely P. Melvin, Jr., Trustee, the property hereinafter described:

All that corner lot or parcel of ground designated on Duvall's Plat of Eastport as Lot Number 32, with a frontage of approximately 164 feet on Fifth Street and approximately 82½ feet on Severn Avenue, more particularly described in a deed to John Parkinson and Rose W. Parkinson, his wife, dated 8 May, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 22, folio 478.

At and for the sum of $6,300.00. I hereby agree to comply with the terms of said sale which are, a cash deposit of $500.00 at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale.

AS WITNESS my hand and seal this 9th day of May 1952.

WITNESS:

Mrs. E. H. Smith George S. Leuner (SEAL)

26

LIBER 81 PAGE 58 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 12, 1952

We hereby certify, that the annexed Trustee's Sale - John Parkinson

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 9th day of May, 1952. The first insertion being made the 16th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie S. Carlson

No. E. C. 7129

27

Filed 13 May, 1952.

McWILLIAMS, EVANS and MELVIN
212 Duke of Gloucester St.
Annapolis, Maryland

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY SITUATED ON THE CORNER OF SEVERN AVENUE AND FIFTH STREET IN EASTPORT, ANNAPOLIS, MARYLAND.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, the undersigned, as Trustee, will sell at public auction, at the Court House door, in the city of Annapolis, Maryland on

FRIDAY, MAY 9, 1952
AT 11:00 O'CLOCK, A. M.

ALL THAT CORNER LOT OR PARCEL OF GROUND designated on Duvall's Plat of Eastport as Lot Number 22, with a frontage of approximately 164 feet on Fifth Street and approximately 82½ feet on Severn Avenue, more particularly described in a deed to John Parkinson and Rose W. Parkinson, his wife, dated 8 May 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 22, folio 478.

Southeast portion of property is improved by a six room story and a half dwelling with three room addition attached. Remainder of lot, including corner section, is vacant and suitable for building site.

TERMS OF SALE: A cash deposit of 500 will be required at time of sale, balance in cash upon final ratification of sale by Circuit Court for Anne Arundel County; interest to be paid on unpaid purchase money from date of sale to date of settlement. Insurance, taxes and all other public charges to be adjusted to date of sale. Trustee reserves the right to reject any and all bids.

RIDGELY P. MELVIN, JR.,
Trustee.
212 Duke of Gloucester St.
Annapolis, Md.
GEORGE W. SCIBLE, Auctioneer. m-S

LIBER 81 PAGE 59

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,387 Amelia P. McGroarty

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of June, 1952. The first insertion being made the 14th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. E. C. 7990

28

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,387 Equity
AMELIA P. McGROARTY, et al
Vs.
ELLEN RUSSETT, et al.

Ordered, this 12th day of May, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

The report states that the amount of sales to be $6,300.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Ju-4

Filed 19 June, 1952

LIBER 81 PAGE 60

In the Case of

Amelia P. McGroarty,
et al
VS.
Ellen Russett,
et al

In the
Circuit Court
For
Anne Arundel County
No. 10,387 Equity

To the Honorable, the Judges of said Court:

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

Filed 26 Aug., 1952.

August 21, 1952

All of which is respectfully submitted.

Laura K. Dicksen
Auditor.

19

Dr. Amelia P. McGroarty, et al vs. Ellen Russett, et al in ac.

To Trustee for Commissions, viz:	220	48	220	48
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	00		
John S. Strahorn - Examiner's fee	10	00		
Katharine H. McCutchan -stenographer's fee	6	00		
Auditor - stating this account	22	50	80	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication	35	00		
Capital-Gazette Press - advertising sale	28	76		
Capital-Gazette Press - handbills	9	79		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	24	00		
T. Carroll Worthington - appraisal	15	00		
George W. Scible - auctioneer's fee	50	00		
E. Churchill Murray, agent - fire and extended coverage insurance premiums	19	04		
One-half Federal revenue stamps	3	58		
One-half State revenue stamps	3	57		
McWilliams, Evans & Melvin - fee for legal services rendered (Order of 7/30/52)	200	00	402	74
To Trustee for Taxes, viz:				
1951 State & County taxes	37	12		
1952 State & County taxes ($39.77-adj.)	14	66		
1950 City of Annapolis taxes	16	19		
1951 City of Annapolis taxes ($35.16-adj.)	30	32	98	29
To Trustee for Claims Filed, viz:				
Amelia P. McGroarty - reimbursement for overpayment of personal estate of John Parkinson (Order 7/18/52)	231	21		
George H. Parkinson - claim for improvements to real estate (Order 8/13/52)	1,800	00	2,031	21
BALANCE FOR DISTRIBUTION - $3,518.26				
Distributed to the heirs of John Parkinson, who died 4/6/50, viz:				
John A. Parkinson, son - one-fifth	703	65		
George H. Parkinson, son - one-fifth	703	65		
Amelia P. McGroarty, daughter - one-fifth	703	65		
Ellen Russett, daughter - one-fifth	703	65		
Daniel S. Parkinson, son - one-fifth	703	66		
			3,518	26
			6,351	48

with Ridgely P. Melvin, Trustee Cr.

1952				
May	9	Proceeds of Sale	6,300 00	
		Interest on deferred payment to 7/1/52 - 52 days	49 40	6,349 40
		Refund insurance and extended coverage premium - 52 days	2 08	2 08
				6,351 48

Filed 26 Aug., 1952. Filed 8 Jan., 1953.

ORDER NISI

LIBER 81 PAGE 63

Amelia P. McGroarty, et al

VERSUS

Ellen Russett,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,387 Equity.

ORDERED, This 26 day of August, 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 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.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Filed 8 Jan., 1953.

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. 10,387 Equity
AMELIA P. McGROARTY, et al,
Vs.
ELLEN RUSSETT, et al.

Ordered, this 26th day of August, 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 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.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-10

Filed 8 Jan., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 15, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Account

Equity No. 10,387

Amelia P. McGroarty

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of Sept., 1952 The first insertion being made the 27th day of Aug., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 1964

33

LIBER 81 PAGE 64

IN THE MATTER OF : NO. 9871 EQUITY

MABEL A. KNUST : IN THE CIRCUIT COURT

INCOMPETENT : FOR ANNE ARUNDEL COUNTY

:

Petition For Appointment of Trustee and to declare Mabel A Knust an Incompetent.

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, TO WIT:

The petition of H. Russell Knust, as next friend of Mabel A. Knust, respectfully shows:

1. That your Petitioner is the only son and child of the said Mabel A. Knust and is an adult and resident of the State of Maryland.

2. That the said Mabel A. Knust is a divorced woman, having been divorced by a divorce decree granted by this Court on October 14th, 1949 ———— a certified copy of said divorce decree filed herewith as Petitioner's exhibit Number One.

3. That the said Mabel A. Knust is incompetent to manage her property by reason of mental disability and has been confined to Springfield State Hospital and Spring Grove Hospital and private nursing home and remains in such a state of disability, as of the time of the filing of this Petition and is confined to ~~Family Care said a nursing home~~ Springfield State Hospital, Sykesville, Maryland.

4. That the said Mabel A. Knust has interest in the following personal and real property:

(a)One 1929 DeSoto automobile (junk value of Twenty-five Dollars)

(b)Personal clothing and jewelry, - maximum value of Fifty Dollars.

(c)A savings account with the Citizens National Bank of Laurel, Maryland of $41.00;

(d) Two Hundred Dollars ($200.00) personal savings account, deposited in the name of your Petitioner in the First National Bank of Baltimore, Sparrows Point Branch.

Real Estate:

(a) A house and 12½ acres of farm land located in the Fifth Election District of Howard County at Jessup, Maryland, which was acquired by the said Mabel A. Knust under the last will and testament of Harry S. Anderson, her father;

5-1950

Filed Jan 5

(b) An undivided one half interest as a tenant in common with Herman Knust (by reason of the aforesaid divorce) in two (2) lots of ground located in Anne Arundel County at Jessups and a house thereon known and designated as Lots Number 12 and 13 as acquired from the J. Harry Lowekamp Estate, which said lots of ground are described among the Plat Records of Anne Arundel County in G. W. No. 1, Section 3, folio 336, which said lots are improved by a six room two story bungalow with a two-car garage, all as acquired by deed dated August 23rd, 1929, and recorded in Liber F. S. R. 50, folio 275.

5. That your Petitioner is the only heir at law of the said Mabel A. Knust.

6. That the said Herman Knust, divorced husband of Mabel A. Knust has contracted for the sale of Lots Number 12 and 13 and improvements aforementioned located in Anne Arundel County, at Jessups, Maryland for the current market appraised value of the sum of Seventy Five Hundred Dollars ($7,500.00) a copy of said appraisal is filed herewith marked "Petitioner's Exhibit Number 2."

7. That it is to the interest and advantage of all parties concerned, including the Incompetent, to sell the aforesaid Anne Arundel County property.

8. That your Petitioner filed herewith the Certificates of two (2) attending neuropsychiatrists who have attended the incompetent within ten days before the filing of this petition. Said Certificates are filed herewith marked Exhibits No. 3 and 4 and are prayed to be taken as a part hereof.

TO THE END THEREFORE:

1. That a trustee be appointed to take charge of and manage said property.

2. That said Trustee be authorized to sell the interest of Mabel A. Knust, in said property in Anne Arundel County, together with Herman Knust, the remaining tenant in common at and for the appraised value.

3. That the proceeds therefore be administered under the jurisdiction of this Court.

May it please your Honor to pass an Order directing the said Mabel A. Knust, the alleged incompetent to be summoned within ten days hereof; requiring that within the same time a copy of the summons, petition, and Order

of Court shall be left with whom the alleged incompetent resides, setting down the petition for hearing on or after fifteen days from the date of the Order, and allowing an appearance and answer at any time before or after the decree.

And, as in duty bound, etc.

Petitioner
and
Next Friend

Solicitor for Petitioner

3

LIBER 81 PAGE 67

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

I hereby certify that on this 28 day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Russell Knust, Petitioner and next friend of Mabel A. Knust, and he made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Notary Public

ORDER OF COURT

ORDERED, this 6th day of January, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that the petition of H. Russell Knust, as next friend of Mabel A. Knust, be and the same is hereby set for hearing on the 30th day of January, 1950, at 10 o'clock, a.m., provided the said Mabel A. Knust, incompetent, shall be summoned before the 21st day of January, 1950, and that a copy of the summons, petition and this Order, be left with the Superintendent of Springfield State Hospital, and it is further Ordered that an appearance and answer will be allowed by Mabel A. Knust, at anytime before or after decree.

Benjamin Michaelson
Judge

4

Petitioner's Exhibit No. 1

LIBER 81 PAGE 68

HERMAN KNUST	:	NO. 3519 DIVORCES
VS	:	IN THE CIRCUIT COURT
MABEL A. KNUST,	:	FOR
a Lunatic.	:	ANNE ARUNDEL COUNTY.
	:	

. . . . . .

DECREE OF DIVORCE

This cause having come on for hearing before one of the Standing Examiners of this Court on Bill and Answer thereto, the testimony having been read and considered and the case having been submitted.

It is thereupon, this 14th day of October, in the year 1949, ADJUDGED, ORDERED AND DECREED that the said Herman Knust, the Plaintiff in the proceedings, be and he is hereby divorced a vinculo matrimonii from the Defendant Mabel A. Knust. And, the Court being further satisfied that the said Mabel A. Knust is a lunatic and is presently confined to the Springfield State Hospital, in the State of Maryland, hereby ORDERS that the said Plaintiff pay the sum of $75.00 per month to Russell Knust for the support, care, and maintenance of his mother, the said Mabel A. Knust; subject, however, to the further order of this Court should there be any change in her circumstances or conditions, and,

It is further ORDERED that the said Herman Knust, the Plaintiff, pay the costs of these proceedings, including a fee of $25.00 to Louis N.Strauss, solicitor for the Guardian Ad Litem for Mabel A. Knust, the Defendant.

Benjamin Michaelson,
Judge

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the foregoing is a true copy of the Decree Of Divorce filed in No. 3519 Divorce, In the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 5th day of January, A. D. 1950.

John H. Hopkins 3rd, Clerk.

Filed Jan 5 1950

5

Petitioner's Exhibit No 2

LIBER 81 PAGE 69 December 28, 1949

We the undersigned, licensed real estate brokers, do hereby certify that we are actively engaged in the real estate business in Anne Arundel County and are familiar with the value of real estate in and around Jessup, Anne Arundel County, Maryland, and further we are familiar with the property contracted to be sold by Herman Edgar Knust
and described in the case of "IN THE MATTER OF MABEL A. KNUST, INCOMPETENT"

and in our opinion the fair market value of said property does not exceed $7,750.00 dollars.

WITNESS

Pauline I. Bess

Edward J. Warren

Warren & Smuck Realtors
4900 Leeds Ave.
Ba No. 27, Md.

Norman O. Silcott

Theodore F. Stromberg

A. L. STROMBERG Co.
5308 EAST DRIVE
ARBUTUS-27, MD.

Filed Jan. 5, 1950.

LIBER 81 PAGE 70

Exhibit "3"

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 3rd day of January, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared M. Virginia Beyer, M. D., who made oath in due form of law that she is and has been for the past years a practicing neuropsychiatrist in the State of Maryland, and that Mabel A. Knust, since leaving the Spring Grove State Hospital and the Springfield State Hospital, where she was in Family Care and has been attended now returned to Springfield Hospital or examined by her from time to time within ten (10) days prior to the execution of this Affidavit; and that from the opportunity afforded her of observing the said Mabel A. Knust, she is convinced that she is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; and that the cause of such mental disability is

known as Psychosis with convulsive disorder, Epileptic Deterioration.

That the nature of such mental disability is a chronic mental disorder.

That the extent and probable duration of the incompetency for management of her personal and business affairs is probably for the remainder of her natural life. She is further of the opinion that it would be seriously detrimental to the said Mabel A. Knust both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

M. Virginia Beyer M.D.
Affiant

Sworn to before me, this 3rd day of January 1950.

John B. Matthews
Notary Public

My commission expires

MY COMMISSION EXPIRES MAY 7, 1951

Exhibit "4"

STATE OF MARYLAND, CARROLL COUNTY, TO WIT:

I hereby certify that on this 3rd day of January, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ilse Kamm, M. D. who made oath in due form of law that she is and has been for the past years a practicing neuro-psychiatrist in the State of Maryland, and that Mabel A. Kmart, since leaving the Spring Grove State Hospital and the Springfield State Hospital, was in the Family care - now returned to Hospital and has been attended or examined by her from time to time within ten (10) days prior to the execution of this Affidavit; and that from the opportunity afforded her of observing the said Mabel A. Kmart, she is convinced that she is now and has been for sometime past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; and that the cause of such mental disability is

known as Psychosis with convulsive Disorder, Epileptic Deterioration.

That the nature of such mental disability is a chronic mental disorder.

That the extent and probable duration of the incompetency for management of her personal and business affairs is probably for the remainder of her natural life.

She is further of the opinion that it would be seriously detrimental to the said Mabel A. Kmart both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Ilse Kamm M.D.
Affiant

Sworn to before me, this 3rd day of January 1950.

Ida B. Matheis
Notary Public

My commission expires

MY COMMISSION EXPIRES MAY 7, 1951

LIBER 81 PAGE 72

IN THE MATTER OF	:	NO. 9871 EQUITY
MABEL A. KNUST	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

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

PETITION FOR: WRIT DE LUNANTICO INQUIRENDO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of H. Russell Knust, son of Mabel A. Knust, respectfully shows:

1. That your Petitioner is the only son and child of the said Mabel A. Knust and is an adult and resident of the State of Maryland.

2. That the said Mabel A. Knust is a divorced woman, having been divorced by a divorce decree granted by this Court on October 14th, 1949, a certified copy of said divorce decree is heretofore filed in these proceedings.

3. That your Petitioner has heretofore, in these proceedings, shown and established that Mabel A. Knust is incompetent to manage her property by reason of mental disability and that she is confined in the Springfield State Hospital at Sykesville, Maryland, as shown by certificates and affidavits of two attending physicians deposing to the insanity of the said Mabel A. Knust.

4. That the said Mabel A. Knust, by reason of the aforesaid divorce, owns an one half undivided interest in the following described lots of ground and that her former husband, Herman E. Knust owns an one half undivided interest in the following two lots of ground located in Anne Arundel County at Jessups, Maryland and a house thereon, which said lots of ground are designated as Lot Number 12 and part of Lot Number 13 of the J. Harry Lowekamp Estate, which said lots of ground are shown and described on the plat records of Anne Arundel County in G. W. Plat Book Number 1, Section 3, folio 336, and were acquired by the said Herman E. Knust and Mabel A. Knust by two deeds; one dated April 3rd, 1924 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 82, folio 135, and the other dated August 23rd, 1929 and recorded among the Land Records aforesaid in Liber F. S. R. Number 50, folio 375.

Filed March 9, 1950

9

5. That heretofore, in 1949, your Petitioner alleged the fair market value, by reason of appraisal at that time, to be Seven Thousand Five Hundred Dollars ($7,500.00), and that it would be to the best interest of all the parties concerned, including the Incompetent, to sell the aforesaid Anne Arundel County property at said price and your Petitioner acquiesce with his Father, Herman E. Knust, divorced husband of Mabel A. Knust, his Mother in offering the aforesaid property for sale at the then appraised value of Seven Thousand Five Hundred Dollars ($7,500.00), and they were unable to obtain such a price due to the decrease of value of real estate in the vicinity of the property and they are now informed that a fair market price at this time is within the range of Six Thousand Nine Hundred Dollars to Seven Thousand Dollars, as is shown by two new current appraisals of the aforesaid property filed herewith marked Petitioner's Exhibit Number One.

6. That by placing the aforesaid property on the open market and listing the same for sale, subject to the approval of this Court, as to the interest of Mabel A. Knust, the said Herman E. Knust, through A. L. Stromberg Company, registered realtors, have a bona fide offer and an agreement to purchase the aforesaid described lots and improvements at and for the price of Seven Thousand Dollars ($7,000.00) as shown by an agreement of sale dated January 27th, 1950, wherein the proposed purchasers, at and for the sum aforesaid, are Edward H. Grace and Mary D. Grace, his wife, filed herewith and marked Petitioner's Exhibit Number Two.

7. That it is to the interest and advantage of all parties concerned, including the Incompetent, to sell the said property and that your Petitioner believes the aforesaid offer is the best offer obtainable because of the current conditions of the real estate market.

8. That before any sale can be consumated and a good title conveyed to the purchasers, it is necessary that the said Mabel A. Knust be legally adjudicated non compos mentis and a committee or trustee appointed to act for her who will be authorized to transfer all of her right, title and interest in said property to the purchasers thereof.

WHEREFORE, your Petitioner prays this Honorable Court:

(a) That a writ de lunantico inquirendo be issued by the Clerk for use in empanelling a jury

10

to inquire into the lunacy of the said Mabel A. Knust.

(b) That a trustee be appointed to manage the person and estate of the said Mabel A. Knust.

(c) That the said trustee be authorized to sell the interest of Mabel A. Knust in said property to Edward H. Grace and Mary D. Grace, his wife.

(d) That the proceeds thereof be administered under the jurisdiction of this Court.

(e) And for such other and further relief as his case may require.

AND, AS IN DUTY BOUND, ETC.

H R Knust
Petitioner

Louis M Strauss
Solicitor for Petitioner

STATE OF MARYLAND,)

ss:

ANNE ARUNDEL COUNTY)

LIBER 81 PAGE 75

I hereby certify that on this 9th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared H. Russell Knust, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and correct to the best of his information, knowledge and belief.

Witness my hand and Notarial Seal.

Alice L. Ward

Notary Public

ORDER OF COURT

UPON the aforegoing Petition and Affidavit, this 9½ day of March, 1950, it is ORDERED, by the Circuit Court for Anne Arundel County in Equity, that the Clerk be and is hereby directed to issue a Writ de lunantico inquirendo, according to law and in furtherance of the rules of this Court.

Benjamin Richardson

Judge

Filed March 9" 1950

INSURANCE MANAGEMENT MORTGAGE LOANS SALES RENTALS

A. L. STROMBERG CO.
REALTORS
5308 EAST DRIVE ARBUTUS-27, MD.

PHONE: ARBUTUS 356

March 7, 1950

Attorney Louis Strauss
Townsend-Werth Building
Annapolis, Maryland

Dear Mr. Strauss:

Re: To Jessup, Maryland

Pursuant to your request on the above captioned property owned by Mr. Herman J. Knust, in my opinion I feel that Sixty-nine hundred dollars ($6,900.00) in fee simple is the fair value on to-days present market.

Very truly yours,
A. L. Stromberg Company

Theodore F. Stromberg

TFS/pb

PETITIONER'S EXHIBIT NO. 1

1

WARREN AND SMULL
REALTORS
4900 LEEDS AVE. -:- BALTIMORE 27, MD. -:- ARBUTUS 2020

March 7, 1950.

Att'y Louis Strauss,
Towsend & Worth Bldg.,
Annapolis, Md.

Dear Sir:

Pursuant to your request I have appraised the property which is owned by Herman E. Knaust. On present market values it is my opinion that the property is worth Seven Thousand Dollars ($7000) in fee simple.

Very truly yours,

Edward J. Warren
RMS

EJW:rms

Petitioner's Exhibit I

13

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

A. L. STROMBERG CO. LIBER 81 PAGE 78

REALTORS

5308 EAST DRIVE ARBUTUS-27, MD.

Phones: ARBUTUS 356-1829

This Agreement of Sale, made this 27th day of January nineteen hundred and fifty, between H. E. Knust Seller, and Edward H. Grace and Mary D. Grace his wife, Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Jessups Maryland, being the property known as Camp Meade Road having a frontage of 100 ft., more or less, and a depth of 460 ft., more or less, with improvements thereon and all the rights and appurtenances thereto belonging, or in anywise thereto appertaining, in fee simple—subject to ground rent.

at and for the price of Seven Thousand Dollars ($ 7000.00)

of which Five Hundred Dollars ($ 500.00)

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

Balance cash on date of settlement. Settlement within ~~30~~ 60 days, possession O.P.A. 2.14.50 M.D.G.

If buyers are unable to arrange to have property financed within 15 days this contract is null and void and deposit is to be refunded.

Additional deposit of Two hundred dollars ($200.00) paid February 9, 1950, making a total deposit Seven hundred dollars ($700.00)

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, ##########; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

Seller hereby agrees to pay commission on this sale, in accordance with the Standard Schedule of Commissions of the Real Estate Board of Baltimore, to A. L. STROMBERG CO.

Witness . in duplicate the hands and seals of the parties hereto the day and year first above written.

M. C. Neal — WITNESS—AS TO SELLER'S SIGNATURE
H. E. Knust (SEAL) — SELLER'S SIGNATURE

(SEAL) — SELLER'S SIGNATURE
WITNESS—AS TO SELLER'S SIGNATURE

R. E. Lee — WITNESS—AS TO BUYER'S SIGNATURE
Edward H. Grace (SEAL) — BUYER'S SIGNATURE

R. E. Lee — WITNESS—AS TO BUYER'S SIGNATURE
Mary D. Grace (SEAL) — BUYER'S SIGNATURE

PETITIONER'S EXHIBIT NO. 2

14

LIBER 81 PAGE 79

No. 9871 Equity

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, W. Russell Knust

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 Ten Thousand ($10,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14Th day of March in the year of our Lord one thousand nine hundred and Fifty

WHEREAS, the above bounden W. Russell Knust by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell the real estate and manage the Estate of Mabel A Knust Incompetent

mentioned in the proceedings in the case of In the matter of Mabel A. Knust, incompetent Equity No. 9871

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden W. Russell Knust

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

W. Russell Knust (SEAL)

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [illegible] By Ridgely S. Melvin
Attorney-in-fact

MD3116—250, 6-47 117982
Trustee's Bond

15

LIBER 81 PAGE 80

IN THE MATTER OF	:	NO. 9871 EQUITY
MABEL A. KNUST,	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

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

INQUISITION

THIS INQUISITION, taken this 18th day of March, 1950, in the Circuit Court for Anne Arundel County in Annapolis, Maryland, in virtue of the writ de lunantico inquirendo, executed out of the Circuit Court for Anne Arundel County, upon the oaths of:

1. ~~William B.Ennis~~	7. George Gray
2. John A.Ellison	8. Royal H. Wigley
3. John Lansdale	9. Irving H.Brown
4. Orlando Duvall	10. George C. Heider
5. Earl Pumphrey	11. William Earl Myers
6. Clifton Lanham	12. William Addison Owens

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 Mabel A. Knust, WITNESSETH:

That the said Jurors aforesaid do find that the said Mabel A. Knust in the writ named is of unsound mind and a lunatic without lucid intervals so that she is not capable of governing herself or managing her estate, and that she has been in such state of mind for some time past; but how she became so, the Jurors aforesaid cannot say unless by the visitation of God.

AND the Jurors aforesaid do also find that the said Mabel A. Knust is seized and possessed of certain two lots of land improved by a dwelling and garage at Jessups, Anne Arundel County, Maryland, which she holds with her divorced husband, Herman E. Knust, as tenants in common; nor do they find that she hath, when in such unsound state of mind, alienated any part thereof.

AND the Jurors aforesaid do also find that the nearest of kin to the said Mabel A. Knust is H. Russell Knust, her son.

March 28 1950

Filed

16

IN WITNESS WHEREOF, the Jurors aforesaid, have hereunto subscribed their names and affixed their seals the day and year first therein mentioned.

William B. Turnoff (SEAL)
John A. Ellison (SEAL)
[illegible] (SEAL)
Orlando [illegible] (SEAL)
Earl Pruitt (SEAL)
Clifton Lankaus (SEAL)
[illegible] (SEAL)
Royal H. Wigley (SEAL)
Irving H. Brown (SEAL)
[illegible] (SEAL)
Wm. Earl Myers (SEAL)
Wm. Addison Owens (SEAL)

March 2. 8 1950

17

LIBER 81 PAGE 82

IN THE MATTER OF	:	NO. 9871 EQUITY
MABEL A. KNUST	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

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

ORDER CONFIRMING RETURN OF INQUISITION AND APPOINTING TRUSTEE

Filed March 29, 1950

The return of the inquisition taken by the Clerk in the above case having been submitted for confirmation, and said return and the other proceedings having been read and considered.

It is thereupon, this 29th day of March, 1950, 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 H. Russell Knust be, and he is hereby, appointed trustee of the person and estate of the said Mabel A. Knust, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Mabel A. Knust, under direction of this court; but before the said H. Russell Knust shall proceed to act as such trustee he shall give bond to the State of Maryland, with sureties to be approved by this court or the clerk thereof, for the faithful discharge of his duties as such trustee.

Benjamin Michaelson
Judge

18

LIBER 81 PAGE 83

IN THE MATTER OF	:	NO. 9871 EQUITY
MABEL A. KNUST	:	IN THE
INCOMPETENT	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

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

DECREE AUTHORIZING THE SALE OF THE INTEREST OF MABEL A. KNUST IN AND TO REAL ESTATE

This cause standing ready for hearing and the said Mabel A. Knust having been heretofore summoned and having failed to appear and it appearing from the certificates of two competent real estate brokers that the price offered for the real estate is fair and reasonable, it is adjudged, ordered and decreed this 29th day of March, 1950, by the Circuit Court for Anne Arundel County sitting in Equity that H. Russell Knust be and is hereby appointed Trustee to take charge of the one half undivided interest of Mabel A. Knust in the property described in the Petition or the funds arising therefrom and it is further adjudged, ordered and decreed that the said Trustee be and he is hereby authorized to sell the interest of Mabel A. Knust in the land mentioned and described in the Petition and Agreement of Sale and Purchase and that the Agreement of Sale and Purchase dated January 27th, 1950 made by Herman E. Knust, et al to Edward H. Grace and Mary D. Grace, his wife, be and the same is hereby ratified and confirmed and approved, and that the said H. Russell Knust, upon receiving one half of the purchase price mentioned in said Agreement, but not before, as Trustee aforesaid, shall convey to Edward H. Grace and Mary D. Grace, his wife the interest of Mabel A. Knust in the aforesaid property and land in accordance with the terms and conditions of the said Agreement of Sale and Purchase; and after receiving the same the said Trustee shall bring into Court the money arising from said sale to be administered under the direction of this Court; no further bond is required of the said Trustee in that he is already bonded in the sum of Ten Thousand Dollars ($10,000.00).

Benjamin Michaelson
Judge

Filed March 29, 1950

19

JOSEPH C. MORGAN
661 Northwest 39th Street
Miami 37, Florida

GEORGE E. RULLMAN, ANCILLARY ADMINISTRATOR C. T. A. OF THE ESTATE OF MARY M. MORGAN, DECEASED
Lee Building
Annapolis, Maryland

VS.

FRANK S. HUDSON
Herald Harbor, Maryland

CATHERINE M. HUDSON
Herald Harbor, Maryland

NO. 10,453 EQUITY

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Filed 4 Apr., 1952

PETITION FOR SPECIFIC PERFORMANCE
AND SEVEN EXHIBITS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining say:

FIRST: That Lots numbered Eleven (11) and Twelve (12), in Block Number One Hundred Two (102), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section D, Edward W. Digges, Chief Engineer, November, 1924", and recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 23, were conveyed to Mary M. Morgan, now deceased, in fee simple, subject to restrictions of record, by Herald Harbor, Inc., a Delaware corporation, by deed dated April 15, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 90, folio 416, a certified copy of said deed is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 1".

SECOND: That Lots numbered Eight (8), Nine (9), and Ten (10), in Block Number One Hundred Two (102), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map

of Section D, Edward W. Digges, Chief Engineer, November, 1924", and recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 23, were conveyed to Joseph C. Morgan and Mary M. Morgan, his wife (since deceased), in fee simple, subject to restrictions of record, by Irene E. Heiss and William A. Heiss, her husband, by deed dated August 1, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 111, folio 437, a certified copy of which deed is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 2".

THIRD: That Lots numbered Eighteen (18) and Nineteen (19), of Block Number One Hundred Two (102), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section D, Edward W. Digges, Chief Engineer, November, 1924", were conveyed to Joseph C. Morgan and Mary Morgan, his wife (since deceased), in fee simple, subject to restrictions of record, by Joseph E. Hall and Adda M. Hall, his wife, by deed dated February 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 152, folio 348, a certified copy of which deed is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 3".

FOURTH: That on the 9th day of July, in the year 1945, Joseph C. Morgan and Mary M. Morgan, his wife, entered into a contract of sale, in writing, with Frank S. Hudson and Catherine M. Hudson, his wife, the Defendants, for the sale of the property herein mentioned, at and for the sum of Three Thousand Seven Hundred Fifty Dollars ($3,750.00), of which Five Hundred Dollars ($500.00) was paid and acknowledged by the said Morgan and wife at the signing of the contract, the balance of the purchase money of Three Thousand Two Hundred Fifty Dollars ($3,250.00), with interest thereon at the rate of three per cent per annum to be paid

2

to said Morgan and wife, in the sum of not less than Twenty-five Dollars ($25.00) per month on account of the principal, with interest thereon at the rate of three per cent per annum, said interest to be adjusted semi-annually. The original, signed by the parties thereto, is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 4".

FIFTH: The said Defendants, Hudson and wife, made payments as specified in the contract of sale referred to above until March 15th, 1949, and since that time have made no payments whatsoever, the unpaid balance due on the purchase price of said lots covered by the contract of sale amounts to Two Thousand Five Hundred Twenty-nine and 20/100 Dollars ($2,529.20), with interest thereon from March 15th, 1949 at the rate of three per cent per annum.

SIXTH: That Mary M. Morgan, a resident of Miami, State of Florida, departed this life, Testate, on or about December 27, 1948. Her estate was administered in said State. A certified copy of the Will of Mary M. Morgan, deceased, was obtained, together with a renunciation by John A. Callahan, brother of Mary M. Morgan, deceased, and a renunciation by Richard Callahan, brother of Mary M. Morgan, deceased, of the devise to them mentioned in the Will of Mary M. Morgan, which was offered for probate in the Orphans Court for Anne Arundel County, a certified copy of said Will is filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 5".

SEVENTH: That George E. Rullman, of Annapolis, Maryland, had granted to him, on February 21, 1950, by the Orphans Court for Anne Arundel County, Testamentary Letters, and he was appointed Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, deceased, for the purpose of clearing title to real estate located

in Anne Arundel County. A certificate of such appointment and Letters granted by the Orphans Court for Anne Arundel County are filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiff's Exhibit Number 6".

EIGHTH: That George E. Rullman, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, deceased, filed a Petition in the Orphans Court for Anne Arundel County requesting that he be permitted and be directed to file this proceeding, and the Orphans Court for Anne Arundel County, by its Order, dated January 29, 1952, so directed the said George E. Rullman to so proceed. A certified copy of said Petition and Order are filed herewith, and prayed to be taken as a part hereof, and marked "Plaintiffs' Exhibit Number 7".

NINTH: That the Defendants have delayed and evaded the performance of their agreement, and have refused to pay the balance due on the aforementioned contract, or the monthly payments required by said contract, though the time limited for the payment of the same has long since passed, and notwithstanding the fact that your Orators are willing and able to give proper conveyance of the premises and property therein mentioned and described, conveying to the Defendants a good and marketable title, in fee simple, to the premises and property.

TENTH: That your Orators have performed all the requirements of said agreement, on their part to be performed, that the said Frank S. Hudson and Catherine M. Hudson, his wife, have refused to pay the balance due on the purchase price due to your Orators, or make any payments on account thereof, as they rightfully ought to do.

TO THE END THEREFORE:

(A) That the said agreement, herein mentioned, in Paragraph Four (4) of this Bill of Complaint be specifically enforced, and that the said Frank S. Hudson and Catherine M. Hudson, his wife, may be decreed to accept a conveyance of the property herein described in your Orators' petition, and to pay the balance of the purchase money still due and owing to you, as provided in the aforementioned contract.

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

MAY IT PLEASE YOUR HONORS to grant unto your Orators the Writ of Subpoena directed to the said Frank S. Hudson and Catherine M. Hudson, his wife, commanding them to be and appear in this Court on some certain day, to be named therein, and answer the premises, and abide by and perform such Decree as may be passed therein.

AND, AS IN DUTY BOUND, etc.

R. Tilghman Brice, III
Attorney for Plaintiffs

Joseph C. Morgan

George E. Rullman, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, deceased

STATE OF FLORIDA, COUNTY OF DADE, to wit:

I hereby certify that on this 25th day of March, 1952, before me, the subscriber, a Notary Public of the State of Florida, in and for said County, personally appeared Joseph C. Morgan, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Michael J. Martinez, Notary Public

Notary Public, State of Florida at large
My commission expires April 11, 1955.
Bonded by American Surety Co. of N. Y.

5

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

I hereby certify that on this 3rd day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein stated to the best of his knowledge and belief.

Witness my hand and Notarial Seal,

Ruby To. Chaney
, Notary Public

R. Tilghman Brice, III, Attorney for Plaintiffs

$50. Int. Rev. Stamp.

THIS DEED made Made this fifteenth day of April, A. D. 1925, by and between HERALD HARBOR, INCORPORATED, A Delaware corporation, party of the first part; and MARY M. MORGAN, ofDistrict of Columbia, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (10) Dollars, lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, State of Maryland, and described as follows: Lots Numbered Eleven and Twelve in Block one hundred and two , as shown on a certain map entitled "Herald Harbor on the Severn" Amended Map D, Edward W. Digges, Chief Engineer, November, 1924, being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. 3, at folio 23. of the Land Records of said County, together with all improvements thereupon made or being; and all and every, the rights alleys, ways, privileges, appurtenances, and advantages to the same belonging or in anywise appertaining;, subject, however, to the covenants and restrictions of record; and to the following covenants and restrictions:

Filed 4 Apr., 1932.
Re-filed 4 Dec., 1932.

1. No part of said premises shall be used for a hospital, asylum, cemetery, a place of burial, nor for any factory, manufacturing or for any business or trade whatsoever.

2. No building shall be erected on said premises except a private dwelling house which shall not stand nearer the road or trail line than fifteen feet and shall cost not less than One thousand dollars and a suitable garage, which garage shall not be erected nearer the road or trail line than seventy-five feet except on the two corner lots and there, not nearer than thirty feet from the abutting road or trail on the side of said lots.

Pl. Ex. 1

Plaintiffs' Exhibit No. 1.

3. No building, tent, or other place of habitation shall be erected on said premises, nor shall said premises be otherwise occupied without a properly covered cesspool or privy, containing a concrete or otherwise water-tight receptable to contain sewerage or human evacuations. No garbage or other refuse shall be allowed or permitted in or on said premises except in proper covered receptacles, No privy, cesspool or other means for the disposal or recepital of offal or sewerage shall be constructed, permitted or allowed within 100 feetof any cistern, waterway or public well.

4. No sewerage or refuse shall be emptied into the Severn, or the shores thereof,

5. No building or structure whatsoever, other than a proper tent, shall be erected on said premises without a gable roof, nor for use other than a private dwelling. No barn or stable or hennery shall be erected on said premises without the consent in writing of the secretary of the Herald Harbor Country Club.

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

7. No signs, billboards, or advertising matter of any kind shall be placed upon said premises, without the written consent of the party of the first part.

The party of the first part reserve to themselves the right to waive any or all of these restrictions at any time and such waiver shall not effect their right to enforce these restrictions on the balance of the tract.

Said restrictions to run with the land and to be especially recited in all future conveyances.

To Have and To Hold the aforesaid piece or parcel of land 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, and behoof forever of said party of the second part,her heirs or assigns forever of said party of the second part, her heirs or assigns in fee simple.

And the party of the first part covenants that it will warrant specially the property hereby conveyed; that it is seized of the land hereby conveyed; that it has a right to convey said land, that the party of the second part shall quietly emjoy said land; and it has done no act to encumber said land except as herein stated and that it will execute such further assurances of said land as may be requisite.

IN TESTIMONY WHEREOF, said HERALD HARBOR, INCORPOPATED. has caused these presents to be signed by W. C. Shelton, its President, attested by W. L. Baker, its Secretary, and its corporate seal to be hereunto affixed; and does hereby appoint W. D. Miller its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

(SEAL CORP) HERALD HARBOR, INCORPORATED

Attest By William C. Shelton

Wilson L. Baker, Jr, President

Secretary.

DISTRICT OF COLUMBIA, SS:

I hereby certify that on this 30th day of April, A. D. 1925, before the subscriber, a Notary Public , in and for the District of Columbia aforesaid, personally appeared W. D. Miller, the attorney in fact named in the aforegoing deed, and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of HERALD HARBOR, INCORPORATED, the grantor therein.

IN TESTIMONY WHEREOF, I have affixed my seal this 30th day of April,A.D.,1925.

(NOTARY SEAL) Gertrude Ellis

Notary Public in and for the

District of Columbia.

9

LIBER 81 PAGE 93

Recorded June 4, 1925, at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED is truly taken and copied from Liber W. N. W. No. 90, folio 416, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of March, A. D., 1952.

John H. Hopkins 3d CLERK.

10

This Deed made this first day of August, in the year of our Lord one thousand nine hundred and thirty-two, by and between Irene E. Heiss formerly Irene E. Kramer of Herald Harbor, Anne Arundel County, Maryland, married , parties of the first part and Joseph C. Morgan and Mary M. Morgan, his wife, of Herald Harbor Anne Arundel County Maryland, parties of the second part;

WITNESSETH, That in consideration of Two hundred dollars ($200.00) the said parties of the first part do grant and convey unto Joseph C. Morgan and wife Mary M. Morgan parties of the second part, their heirs and assigns, in fee simple, all those pieces or parcels of land ground situate, lying and being in Anne Arundel County, State of Maryland, the same being land which the said party of the first part Irene E. Heiss formerly Irene E. Kramer obtained by purchase from Julia Winston McGervey and George A. McGervey her husband of Bethesde Maryland, by deed dated the eighteenth day of April, 1928 recorded in the Land Records of Anne Arundel County in Liber F.S.R. #25 at folio 372, and being described as follows, to wit:

Filed 4 Apr., 1932
Re-filed 4 Dec., 1933.

LOTS numbered eight (8) nine (9) and ten (10) in block numbered one hundred and two (102) as shown on a certain map entitled "Herald Harbor on the Severn, amended map of section "D", Edward W. Diggs Chief Engineer, November 1924, being subdivision of land formerly known as the Hall and Kyle tracts, said plat book W.N.W. 3 at folio 23, of the land records of said Anne Arundel County subject to covenants of record.

Pl. Exh. 2

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

TO HAVE AND TO HOLD the said pieces or parcels of ground and premises above described or mentioned and hereby intended to be conveyed together with the rights, privileges, appurtenances and

Plaintiffs' Exhibit No. 2.

advantages thereto belonging or appertaining unto and to the only proper use and benefit and behoof forever of the said Joseph C. Morgan and Mary M. Morgan, his wife, their heirs and assigns.

AND the said party of the first part covenant that she will warrant specially and generally the property hereby conveyed; that it is seized of the land hereby conveyed; that she has a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and if found to the contrary the party of the first part will reimburse the party of the second part in the amount received from this transaction of purchase, and that she will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

TEST:

Joseph C. Morgan — Irene E. Heiss (SEAL)

Mary M. Morgan — William A. Heiss (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this first day of August 1932, before the subscriber, a Notary Public personally appeared Irene E. Heiss, formerly Irene E. Kremer, and Joseph C Morgan and Mary M. Morgan his wife, and did each acknowledgethe aforegoing deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this first day of August A. D., 1932.

Sarah E. Lenhert

(NOTARIAL SEAL) Notary Public.

RECORDED JUNE 23, 1933 at 11-30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.:

I HEREBY CERTIFY THAT THE AFOREGOING DEED IS TRULY TAKEN AND COPIED FROM Liber F.S.R. No. 111, folio 437, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of March, A.D. 1952.

John N. Hopkins, 3rd Clerk

12

(INT. REV. STAMP 50¢)

THIS DEED made this eleventh day of February in the year of our Lord one thousand nine hundred and thirty five by and between Joseph E. Hall and Adda M. Hall, his wife, parties of the first part, of Herald Harbor, Anne Arundel Co., Maryland, and Joseph C. Morgan and Mary Morgan his wife of Herald Harbor, Anne Arundel Co.,Md., parties of the second part.

WITNESSETH, THAT IN CONSIDERATION OF One Hundred and Twenty-five dollars,($125.00)the said parties of the first part do grant and convey unto Joseph C. Morgan and Mary M. Morgan his wife parties of the second part, their heirs and assigns, in fee simple, all those pieces or parcels of land ground situate lying and being in Anne Arundel County, State of Maryland, being the same land which the said parties of the first part, Joseph E. Hall and Adda M.Hall. his wife obtained from Herald Harbor Co. same reverting back from said company on account of failure to comply with previous agreement of sale. day of _____19 __, recorded in the Land Records of Anne Arundel County in Liber ___ at folio __ and being described as follows, to wit:

Filed 4 Apr., 1935.
Re-filed 4 Dec., 1935.

Lots numbered eighteen (18) and nineteen (19) in block numbered one hundred and two (102) as shown on a certain may entitled Herald Harbor on the Severn, amended map of Section D,Edward W. Digges, Chief Engineer, November, 1924, being subdivision of land formerly known as the Hall and Kyle tracts. Subject to covenants of record.

Pl. Ex. 3.

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

TO HAVE AND TO HOLD the said piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances ,and advantages thereto belonging or appertaining unto and to the only

Plaintiffs' Exhibit No. 3.

proper use, benefit and behoof forever of the said Joseph C.Morgan and Mary M. Morgan, his wife, their heirs and assigns.

AND the said parties of the first part covenant that they will warrant specially and generally the property hereby conveyed; that it is seized of the land hereby conveyed; that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they have done no act to encumber said land; and if found to the contrary the parties of the first part will reimburse the parties of the second part in the amount received from this transaction of purchase. and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

TEST: JOSEPH E. HALL (SEAL)

JOSEPH. C. MORGAN ADDA M. HALL (SEAL)

MARY M. MORGAN.

STATE OF MZRYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 24th day of June,1936, before the subscriber,a Notary Public personally appeared Joseph E.Hall and Adda M. Hall, wife, and did each acknowledge the aforegoing deed to be their act.

IN TESTIMONY WHEREOF, I have affixed my official seal this 24th day of June A.D.,1936.

(NOTARIAL SEAL. SARAH E. LEHNERT

Recorded 18th Aug. 1936 at 12:45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 152, folio 348, 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 6th day of March, A. D., 1952.

John W. Hopkins Jr.
Clerk.

14

THIS AGREEMENT OF SALE made this 9th day of July in the year Nineteen Hundred and forty five (1945), by and between Joseph C. Morgan and Mary M. Morgan, his wife, parties of the first part and Frank S. Hudson and Catherine M. Hudson, his wife, parties of the second part, all of the City of Washington, 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 said parties of the second part do hereby purchase from the said parties of the first part the following described property:

Filed & Rec. 1932
Re-filed & Rec. 1932

First. Lots Nos. Eleven (11) and Twelve (12), block No. 102, as shown on a certain map entitled "Herald Harbor on the Severn amended map of Section D, Edward W. Digges, Chief Engineer, November, 1924," being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 folio 23, and

BEING the same property which was conveyed to Mary M. Morgan by Herald Harbor Company, Incorporated by deed dated April 15, 1925 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90 folio 416.

SECOND. Lots Nos. Eight (8), Nine (9), and Ten (10), Block No. 102 as shown on a certain map entitled "Herald Harbor on the Severn, amended map of Section D, Edward W. Digges, Chief Engineer, November, 1924," and being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 folio 23, and

BEING the identical property which was conveyed to Joseph C. Morgan and wife by Irene E. Heiss by deed dated August 1, 1932 and recorded among the Land Records aforesaid in Liber F.S.R. No. 111 folio 437.

Plaintiffs' Exhibit No. 4.

15

Third. Lots Nos. Eighteen (18), Nineteen (19), Block No. 102 as shown on a certain map entitled "Herald Harbor on the Severn, amended map of Section D, Edward W. Digges, Chief Engineer, November, 1924," being a subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in Plat Book W.N.W. No. 3 folio 23, and

BEING the identical property which was conveyed to the said Joseph C. Morgan and wife by Joseph E. Hall and Adda M. Hall, his wife, by deed dated February 11, 1935 and recorded among the aforesaid Land Records in Liber F.A.M. No. 152 folio 348.

SUBJECT to the conditions and restrictions set forth in the above mentioned deeds.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

At and for the sum of Thirty Seven Hundred Fifty Dollars ($3750.00) of which a payment Five Hundred Dollars ($500.00) has been paid on account and is hereby acknowledged by the parties of the first part hereto. The balance of the purchase money in the amount of Thirty Two Hundred Fifty Dollars ($3250.00), with interest thereon at the rate of three per cent per annum and to be paid as follows: The parties of the second part hereto agree to pay to the parties of the first part hereto the sum of not less than Twenty Five Dollars ($25.00) per month on account of the principal with interest on the unpaid balance at the rate of three per cent per annum, said interest to be adjusted semi-annually.

It is agreed that the parties of the second part shall have the right to use and occupy said premises during the continuance of this agreement, subject to the following conditions:

(1). The parties of the second part hereby agree to pay the purchase price in accordance with the terms heretofore set out.

16

(2), The said parties of the second part agree to pay all taxes and public charges levied against the herein described property for and during the continuance of this agreement whether the said taxes are assessed in their names or otherwise.

(3). The said parties of the second part agree to keep the premises insured against loss by fire in some company satisfactory to the parties of the first part and have the policy so framed that in the event of loss by fire, the payment under said policy will be made to the parties of the first part hereof as their interest may appear.

(4). The said parties of the second part further covenant and agree that they will not encumber the within described property in any way during the continuance of the agreement.

AND the said parties of the second part hereby agree that if they shall default in their payments as specified in this agreement for a period exceeding ninety days, the parties of the first part shall have the right to re-enter and repossess the said premises as though this agreement had never been made and the agreement shall be considered null and void and the amounts so paid shall be considered as rental only.

AND the said parties of the first part hereby agree with the said parties of the second part that when this contract has been performed in full and the full purchase price paid, they will execute a deed at the expense of the parties of the second part which shall convey by a good and merchantable title, the property herein described.

WITNESS the hands and seals of the said parties hereto the day and date first above written.

Joseph C. Morgan (SEAL)
Joseph C. Morgan

LIBER 81 PAGE 101

Mary M. Morgan (SEAL)
Mary M. Morgan

Frank S. Hudson (SEAL)
Frank S. Hudson

Catherine M. Hudson (SEAL)
Catherine M. Hudson

Witness:
Signed Colin
Mary M. [illegible]

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, to wit:-

I hereby certify that on this 11 day of June, 1945, before me the subscriber, a Notary Public in the City and District aforesaid personally appeared Joseph C. Morgan, Mary M. Morgan, his wife, and Frank S. Hudson and Catherine M. Hudson, his wife, and they acknowledged the aforegoing instrument of writing to be their act and deed.

Witness my hand and Notarial Seal.

Original signed by John [illegible]
Notary Public DC

Seal

18

LIBER 81 PAGE 102

LAST WILL AND TESTAMENT OF MARY M. MORGAN

I, MARY M. MORGAN, of Miami, Dade County, Florida, do make, publish and declare this my Last Will and Testament, hereby revoking all former or other wills and Testamentary Dispositions by me at any time heretofore made.

ITEM I.
I direct the payment of all my just debts and funeral expenses.

ITEM 2.
I give and bequeath to my sister, Helen Starling, of the State of Florida, my clustered diamond ring, the same consisting of nine diamonds.

ITEM 3.
I give and bequeath to my sister Catherine Hudson, of the District of Columbia, my solitary diamond ring, consisting of one diamond surrounded by diamond chips.

ITEM 4.
All the rest and residue of my estate, real, personal and mixed, wherever situated, including after acquired property, I give, devise and bequeath to my brothers, John A. Callahan and Richard Callahan, in fee simple share and share alike.

ITEM 5.
I hereby nominate, constitute and appoint my brother, John A. Callahan, executor of this my Will, and I direct that he be exempt from giving bond as such executor, insofar as the law will permit.

Filed 4 Apr., 1952
Re-filed 4 Dec., 1952

In Witness Whereof, I have hereunto subscribed my name and affixed my seal at Washington in the District of Columbia, this 20th day of October, 1945.

Mary M. Morgan (SEAL)

Pl. Ex. 6

The foregoing instrument was subscribed, sealed, published and declared by Mary M. Morgan as and for her Last Will and Testament in our presence and in the presence of each of us and we, at her request, in her presence and in the presence of each other hereunto subscribe our names as attesting witnesses this 20th day of October, 1945.

Louis Pearstein Columbian Bldg. D.C.
Michael J. Lane Columbia Bldg.
H. F. Hawken 416- 5th St. N.W.

The foregoing instrument was filed August 3, 1949 and duly recorded and verified in Record of Wills August 18, 1949 Book 162, Page 260.

(C.J.SEAL)

W. F. Blanton, County Judge
By Gladys V. Sullivan, Clerk

Plaintiffs' Exhibit No. 5

19

LIBER 81 PAGE 103

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

Mary M. Morgan ~~late of said County~~

deceased taken from the original

being one of the Records, filed, recorded and

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 6th *day of* March *in the year of our Lord, nineteen hundred and fifty* -two.

R Glenn Prout

Register of Wills for Anne Arundel County

LIBER 81 PAGE 104

Washington, D. C.

June 9, 1949

I, John A. Callahan, brother of Mrs. Mary M. Morgan, deceased, who mentioned me as a beneficiary to part of the residue of her estate in her will, wish to relinquish all claim to same to Joseph C. Morgan her husband.

In doing so I sign my name to that effect this 14th day of June 1949.

Signed. John A. Callahan
1317 Bryant St., N.E.
Washington, D.C.

Witnessed this 14th day of June, 1949

(NOTARIAL SEAL)

Nellie R. Augustine
Notary Public

Washington, D.C.
June 9, 1949

I, Richard Callahan, brother of Mrs. Mary M. Morgan, deceased, who mentioned me as a beneficiary to part of the residue of her estate in her will, wish to relinquish all claim to same to Joseph C. Morgan her husband.

In doing so I sign my name to that effect this 15th day of June, 1949.

Signed Richard Callahan
Montgomery Apts.
North Capital & M St., N.E.
Washington, D.C.

Witnessed this 15th day of June, 1949.

(NOTARIAL SEAL)

Rebecca M. Smith
Notary Public D. C.

21

LIBER 81 PAGE 105

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 Renunciations

in estate of

Mary M. Morgan ~~late of said County~~

deceased

taken from the original

being one of the records filed, recorded and

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 6th *day of* March *in the year of our Lord, nineteen hundred and fifty* -two.

P Glenn Prout

Register of Wills for Anne Arundel County

zz

LIBER 81 PAGE 106

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of/Administration/*Ancillary c.t.a. of all the goods, chattels, credits and personal Estate of Mary M. Morgan deceased, was on the 21st day of February in the year of our Lord one thousand nine hundred and fifty, granted and committed unto George E. Rullman who was then and there appointed Ancillary Administrator c.t.a. of the said deceased, and that the above letters are now in full force and effect.

Filed 4 Apr., 1952
Re-filed 4 Dec., 1952.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 6th day of March in the year of our Lord nineteen hundred and ~~forty~~ fifty-two.

TEST:

R. Glenn Pascal

Register of Wills for Anne Arundel County.

R. Eq. 8

Plaintiffs' Exhibit No. 6.

I

LIBER 81 PAGE 107

IN THE MATTER OF THE ESTATE OF : IN THE ORPHANS COURT FOR
MARY M. MORGAN, DECEASED : ANNE ARUNDEL COUNTY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Ancillary Administrator of T. A., respectfully shows:

FIRST: That Mary M. Morgan, a resident of the State of Florida, died at Miami, Florida, on or about December 27th, 1948, Testate, and her estate was administered there.

SECOND: That Ancillary Administration was granted to your Petitioner by this Honorable Court on February the 21st, 1950, and your Petitioner duly qualified. The purpose of the Ancillary administration was to clear title to real estate to which the said decedent held title.

Filed 4 Feb., 1952.
Re-filed 4 Dec., 1952.

THIRD: Under date of July 9th, 1945, Joseph C. Morgan and Mary M. Morgan, his wife (the decedent), entered into a Contract, or Agreement of Sale with Frank S. Hudson and Catherine M. Hudson, his wife, of Washington, D. C., to sell Lots Numbers 11 and 12, of Block Number 102, as shown on the plat of Herald Harbor on the Severn, Amended Plat of Section "D", which plat is recorded in Plat Book W.N.W. 3, folio 23 in the office of the Clerk of the Circuit Court for Anne Arundel County, which was the same property conveyed to Mary M. Morgan by Herald Harbor, Incorporated, by deed dated April 15th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 90, folio 416; also Lots Numbers 8, 9, and 10, of Block Number 102, as shown on the plat of Herald Harbor on the Severn, Amended Map of Section "D", recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 23, which lots were conveyed to Joseph C. Morgan and Mary M.

Pl. Exh. 7

Plaintiffs' Exhibit No. 7.

24

Morgan, his wife (the decedent), by Irene E. Heiss by deed dated August 1st, 1932, and recorded among the aforesaid Land Records in Liber F.S.R. 111, folio 437; also, Lots Numbers 18 and 19, of Block Number 102, as shown on the plat of Herald Harbor on the Severn, Amended Map of Section "D", recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, folio 23, which were conveyed to Joseph C. Morgan and Mary M. Morgan, his wife (the decedent), by Joseph E. Hall and wife, by deed dated February 11th, 1935, and recorded among the aforesaid Land Records in Liber F.A.M. 152, folio 348. The purchase price set out in said Agreement of Sale was in the amount of $3,750.00, of which $500.00 was paid at the signing of the Agreement, the balance of the purchase money in the amount of $3,250.00, with interest thereon at the rate of three per cent per annum to be paid as follows: the sum of not less than $25.00 per month on account of the principal, with interest on the unpaid balance at the rate of three per cent per annum, said interest to be adjusted semi-annually.

FOURTH: The said Hudson and wife made payments on account of the Contract of Sale, as mentioned herein, up and until the month of March, 1949, and the interest is unpaid from December 1st, 1948. Your Petitioner has tried in every way possible to induce Hudson and wife to comply with this Contract without any success whatsoever, and this estate cannot be closed until the matter is concluded by a Judicial determination.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS: to pass an Order in the premises permitting and directing him to file a bill for specific performance against Frank S. Hudson and Catherine M. Hudson, his wife, in the Circuit Court for Anne Arundel County.

125

AND, AS IN DUTY BOUND, etc.

George E. Rullman
George E. Rullman, Ancillary
Administrator C. T. A. of the
Estate of Mary M. Morgan, deceased

ORDER OF COURT

Upon the aforegoing Petition, it is thereupon this 29th day of January, in the year 1952, by the Orphans Court for Anne Arundel County, ORDERED that George E. Rullman, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, be, and he is hereby authorized to proceed and file a bill for specific performance of the Contract mentioned herein in the Circuit Court for Anne Arundel County against Frank S. Hudson and Catherine M. Hudson, his wife.

Owain E. Owens

Charles G. Hill

Joseph O. H. Fowler

Judges

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 Petition to file a bill for specific performance against Frank S. Hudson and Catherine M. Hudson, his wife in the Estate of Mary M. Morgan

xxxxxxxxxxxxxxx

deceased *taken from* the original, which is one of the records filed, recorded and

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 6th *day of* March *in the year of our Lord, nineteen hundred and fifty*-two.

R Glenn Prout

Register of Wills for Anne Arundel County

27

Joseph C. Morgan, et al,	:	No. 10453 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frank S. Hudson and wife	:	Anne Arundel County
	:	

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

A N S W E R

To the Honorable, the Judge of said Court:

The answer of Frank S. Hudson and Catherine M. Hudson, his wife, by George B. Woelfel, their solicitor, respectfully shows:

1.

These Respondents admit the allegations contained in paragraph one of the said petition.

2.

These Respondents admit the allegations contained in paragraph two of said petition.

3.

These Respondents admit the allegations contained in paragraph three of said petition.

4.

These Respondents admit they entered into a written contract with Joseph C. Morgan and Mary M. Morgan, his wife, to purchase certain real estate, improved and unimproved, therein set down from Plaintiff and his now deceased wife, Mary M. Morgan, for $3,750.00, and paid in cash $500.00 at the time of the signing of the contract, leaving a then balance as stated by Plaintiff $3,250.00, payments $25.00 a month, interest 3%.

5.

These Respondents admit they made payments as specified on said contract until about March 25, 1948; but prior to that date Mary M. Morgan, who was a sister to one of your Respondents, Catherine Hudson, gave a written receipt to the Respondents in the sum of

$1,500.00 on account of contract of sale and the price of the said real properties as stated in paragraphs one, two, three and four of petition, leaving a then balance due on account of purchase in the sum of $1,076.36; and hence Respondents deny that the unpaid balance is $2,529.20 with interest since March 15, 1949, at 3%; but Respondents aver and say that the true and correct balance on said contract of sale as of the 25 day of March, 1948, the date upon which the said Mary M. Morgan gave a written receipt to the Hudsons for $1,500.00 on account of said contract of sale, and in part payment thereon was $1,076.36 with interest thereon since that same date of 3%; and your Respondents further aver and state that they have made repeated offers in writing and otherwise to plaintiff Joseph C. Morgan through his attorney George E. Rullman to pay this said balance thus claimed by the Respondents to be due on the contract of purchase, plus interest at 3%, but the said attorney George E. Rullman has repeatedly refused to accept it, so that therefore as of the 8th day of July, 1952, the Respondents owe to the plaintiff Joseph C. Morgan the sum of $1,076.36 with 3% interest since March 25th, 1948.

6.

These Respondents do not deny the allegations about the death of Mary M. Morgan, sister of Catherine Hudson, in Florida, but these Respondents do specifically deny that John A. Callhan and Richard Callahan, brothers of Mary M. Morgan, and their respective wives, ever made or gave any renunciation of the devise made to them by Mary M. Morgan, their sister, in favor of the plaintiffs or either of them.

7.

These Respondents neither admit nor deny the allegations contained in paragraph seven of said petition.

8.

These Respondents neither admit nor deny the allegations contained in paragraph eight of said petition.

9.

These Respondents aver and again say that they positively

29

deny that they have at any time either delayed and/or evaded the performance of their agreement, and again aver, say and again deny that they ever refused to pay the true and correct balance due on the contract of sale of real estate, or the monthly payments required by said contract, or interest on same, but on the contrary have, for many months, made repeated offers to pay said balance, and are now ready, willing and able to pay said balance of $1,076.36 according to the terms and conditions of the original contract of purchase of these real properties.

And these Respondents claim that because of the quit-claim deed of the said John A. Callahan and Richard Callahan, and their respective wives, filed in this Court for recordation by these Respondents and given to them by the aforesaid grantors, and duly filed by the Respondents, the Respondents then are justly entitled to have whatever sums by set-off computation because of these said quit-claims given to these Respondents may be involved in this transaction: to wit: the contract of sale and should be taken into consideration in stating the true and correct balance due the plaintiffs.

10.

These Respondents again deny specifically that Plaintiffs have at any time since about March 15, 1949, performed, or agreed to perform, or demonstrated any desire to perform, any of the requirements of said agreement on their part, and the Respondents state and aver that it is false, untrue and unjust for the plaintiffs to state that these Respondents have ever refused, and now refuse, to so pay the just and true balance due on the full purchase price due to the plaintiffs under the contract, or to make payment on account of this true and just balance as they have always, and do now fully agree to do.

And having answered said petition as fully as they are advised is necessary they pray that the same be dismissed with costs.

And as in duty bound, etc.

copy delivered to Geo. E. Pullman Esq Aug. 1, 1952 Geo. B. Woelfel

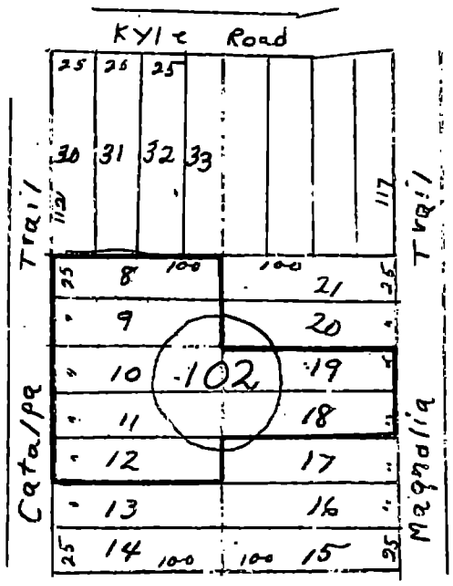
George B. Woelfel

George B. Woelfel,
Solicitor for Respondents,
9-11 School St., Annapolis, Md.

30

Cab I Rod K · Plat 9
(formerly wnw 3/23)

LIBER 81 PAGE 114



Pl. Bk. 4
Filed Feb., 1932

Herald Harbor on the Severn
Amended Map of Sec. D
Edward W. Higgins, Chief Engr.
Scale 1" = 100' Nov. 1924
Filed 11/13/24
#134

31

Sales price $3,750.00 down payment $500.00 balance $3,250.00 monthly payments $25.00 interest 3% every six months.

June 1945	$ 25.00	
July	25.00	$ 3,250.00
August	25.00	150.00
September	25.00	3,100.00 balance
October	25.00	3 %
November	25.00	93.00 interest
	$150.00	

Balance $ 3,193.00

December	$ 25.00	
January 1946	25.00	$ 3,193.00
February	25.00	150.00
March	25.00	3,043.00 balance
April	25.00	3 %
May	25.00	91.29 interest
	$150.00	

Balance $ 3,134.29

June 1946	$ 30.00	
July	30.00	$ 3,134.29
August	30.00	180.00
September	30.00	2,954.26 balance
October	30.00	3 %
November	30.00	88.63 interest
	$180.00	

Balance $ 3,042.92

December	$ 30.00	
January 1947	30.00	$ 3,042.92
February	30.00	180.00
March	30.00	2,862.92 balance
April	30.00	3 %
May	30.00	85.89 interest
	$180.00	

Filed 4 Dec, 1952

32

Balance $ 2,948.81

June	$ 30.00		
July	30.00	$ 2,948.81	
August	30.00	180.00	
September	30.00	2,768.81	Balance
October	30.00	3 %	
November	30.00	83.07	interest
	$ 180.00		

Balance $ 2,851.88

December 1947	$ 30.00		
January 1948	30.00	$ 2,851.88	
February	30.00	180.00	
March	30.00	2,671.88	Balance
April	30.00	3 %	
May	30.00	80.16	interest
	$ 180.00		

Balance $ 2,752.04

June	$ 30.00		
July	30.00	$ 2,752.04	
August	30.00	180.00	
September	30.00	2,572.04	Balance
October	30.00	3 %	
November	30.00	77.16	interest
	$ 180.00		

Balance $ 2,649.20

December	$ 30.00		
January 1949	30.00	$ 2,649.20	
February	30.00	120.00	
March	30.00	2,529.20	Balance
	$ 120.00		

Unpaid balance $ 2,529.20, no allowance for interest for last 4 months payment. No payment April, May, June 1949.

Last payment made March 15 1949

Interest unpaid as of Dec 1/48 $379.20

33

Miami Fla.
March 25-48.

LIBER 81 PAGE 117

Received of Catherine M. & Frank S. Hudson, 1841- B st. S. E. Washington D. C. the sum of $1500. for house and 7 lots at Herald Harbor Maryland including interest to date.

Mary M. & Joselph C. Morgan.
661- N.W. 39th st.
Miami 37. Fla.

Filed & Rec., 1948

Miami. Fla
April 19-48.

Dear Catherine:
Are you sure I did not sign Jacs name with mine on that receipt. (I think I did.) I sent that to you to keep if any thing happened to me you would have a receipt. Five house & 2 lots was in my name, the other lots was jointly. Keep all your returned checks. When you call Marie tell it I did not sign Jacs name with mine. I am very sorry Doris is sick, so sorry I didnt

see her before she left could not understand that pair who was with them, I think maybe a little too much for them. I would like to have seen her a lone. Hope she gets along alright also the boys. I handle the money, Joe never says anything.

Love

Mamie.

We have a phone

78-7516.

LIBER 81 PAGE 118

Filed 4 dec, 1952

Def. C

Mrs Frank S. Hudson.

1841 - Bst. S. E.

Washington, D. C.

BUILD YOUR WISELY. U.S. SAVING

UNITED STATES POST

3 CENTS 3

APR 20 6 30 PM 1948

37

Filed 4 dec, 1952

Def. D

Mrs Catherine M. Hudson

1841 - Bst. S. E.

Washington, D. C.

GIVE RED CROSS FUND

UNITED STATES POST

3 CENTS 3

MAR 25 7 30 PM 1948

38

LIBER 81 PAGE 119

BOOK 630 PAGE 360

This Quit Claim Deed, made this 20th day of June, in the year 1951, by and between John A. Callahan and Julia Callahan, his wife, of 1312 Bryant Street, NE, Washington, D.C., and Richard Callahan and Maud Callahan, his wife, of 1151 N. Capitol Street, Washington, D.C., hereinafter called parties of the first part, and Frank S. Hudson and Catherine M. Hudson, his wife, hereinafter called parties of the second part, Witnesseth:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant, convey, assign, release and quit claim unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, all their right, title, interest and estate whatsoever, in law or in equity, in, to or over any and all the estate or property described as follows:

Being Lots Nos. 11 and 12 of Block No. 102 as shown on the amended map of Section D, Edward W. Digges, Civil Engineer, dated November 1924, being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 23.

Being the same property which was conveyed unto Mary M. Morgan by the Herald Harbor, Inc., by deed dated the 15th day of April, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 90, folio 416, and being the same property which the said Mary M. Morgan, by the residuary clause of her last will and testament devised unto John A. Callahan and Richard Callahan, her brothers, said will being duly recorded among the Testamentary Records of Dade County, Florida, in County Judge's Court, being probate #22829.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Filed 4 Dec., 1951

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.

39

LIBER 81 PAGE 120

BOOK 630 PAGE 361

To Have and To Hold the above described property unto and to the proper use and benefit of the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties.

Witness the hands and seals of the Grantors.

Witness:

John A. Callahan (Seal)
John A. Callahan

Julia A Callahan (Seal)
Julia Callahan

Richard Callahan (Seal)
Richard Callahan

Maud J Callahan (Seal)
Maud Callahan

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, to wit:

I hereby certify that upon this 20th day of June, in the year 1951, before me, the subscriber, a Notary Public of the City of Washington, in and for the District of Columbia aforesaid, personally appeared John A. Callahan and Julia Callahan, his wife, Richard Callahan and Maud Callahan, his wife, and each acknowledged the aforegoing quit claim deed to be their respective act.

Witness my hand and seal Notarial.

CARL J. BIRCKNER NOTARY PUBLIC DISTRICT OF COLUMBIA

Carl J. Birckner
Notary Public
My Commission Expires April 14, 1954
Carl J. Birckner

Recorded: July 2, 1951 at 2.30 P.M.

40

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

Clarence E. Johnson,
Clerk

81 121

"Q U I T C L A I M"
"D E E D"

from

John A. Callahan and Julia Callahan, his wife, Richard Callahan and Maud Callahan, his wife,

to

Frank S. Hudson and Catherine M. Hudson, his wife,

Lot No. 11 and 12 Block 102
Section D Herald Harbor

Received for Record
July 5-1 2-30
630 360
John Hopkins
Clerk

Wef. Exp. E

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
9-11 SCHOOL STREET

D 2.75

MORGAN vs. HUDSON

Statement of balance due on Sales Contract in the above entitled case.

Balance due on contract	$ 3,250.00
6 Months interest through November 1945	48.75
	$ 3,298.75
Payments - June through November 1945	150.00
	$ 3,148.75
6 Months interest through May 1946	47.23
	$ 3,195.98
Payments - December 1945 through May 1946	150.00
	$ 3,045.98
6 Months interest through December 1946	45.69
	$ 3,091.67
Payments - June 1946 through November 1946	180.00
	$ 2,911.67
6 Months interest through May 1947	43.67
	$ 2,955.34
Payments - December 1946 through May 1947	180.00
	$ 2,775.34
6 Months interest through November 1947	41.63
	$ 2,816.97
Payments - May 1947 through November 1947	180.00
	$ 2,636.97
6 Months interest through May 1948	39.55
	$ 2,676.52
Payments - December 1947 through May 1948	180.00
	$ 2,496.52
6 Months interest through November 1948	37.45
	$ 2,533.97
Payments - June 1948 through November 1948	180.00
	$ 2,353.97
Interest - December 1948 through March 1949	23.53
	$ 2,377.50
Payments - December 1948 through March 1949	120.00
	$ 2,257.50
Interest from March 1949 to December 15, 1952	256.86
Balance due	$ 2,514.36

Filed 22 Dec., 1952

Interest on $2257.50 for 132 days 12/16/52 to 12/22/52 — $25.15.68

42

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOSEPH C. MORGAN, and GEORGE E. RULLMAN, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, Deceased,

PLAINTIFFS.

VS. : NO. 10,453 EQUITY

FRANK S. HUDSON, and CATHERINE M. HUDSON, his wife,

DEFENDANTS.

:::::::

O P I N I O N

Filed 22 Dec., 1932.

This is a suit for the specific performance of a contract dated July 9, 1945, whereby Joseph C. Morgan and Mary M. Morgan, his late wife, sold to Frank S. Hudson and Catherine M. Hudson, his wife, and the latter purchased from the former, certain property at Herald Harbor. A brief resumé of the facts seems necessary to a proper understanding of the situation. In 1925, Mr. and Mrs. Morgan were living in Washington. Mr. Morgan was an officer on the Metropolitan Police Force. On April 15, 1925, Mrs. Morgan acquired title to lots Nos. 11 and 12, Block No. 102, Herald Harbor. A dwelling and some outbuildings were erected thereon. On August 1, 1932, Mr. and Mrs. Morgan acquired three adjoining lots, Nos. 8, 9 and 10 in said Block No. 102, and had the title conveyed to them as tenants by the entireties. On February 11, 1935, they acquired two more adjoining lots, Nos. 18 and 19 in said Block No. 102, and, likewise, had the title thereto conveyed to them as tenants by the entireties. An effort was made to show that Mr. Morgan furnished the purchase money for all of said lots, as well as the money used

43

in making said improvements. I rejected that offered testimony because I felt, inter alia, that if he did, he must be considered as having made a gift thereof to Mrs. Morgan to the extent of her interest in the properties as shown by the record titles. (Brell vs. Brell, 143 Maryland 443, and other cases).

On July 9, 1945, Mr. and Mrs. Morgan, as parties of the first part, entered into a contract with Mr. and Mrs. Hudson, as parties of the second part, whereby they, the parties of the first part, sold to the parties of the second part, and the latter purchased of the former, the seven lots above mentioned at and for the price and sum of thirty-seven hundred fifty dollars ($3750.00), of which five hundred dollars ($500.00) was thereby stated to have "been paid on account and is hereby acknowledged by the parties of the first part hereto," and it was then stated that the balance of thirty-two hundred fifty dollars ($3250.00), with interest thereon at the rate of 3% per annum, was to be paid as follows:

> "The parties of the second part hereto agree to pay to the parties of the first part hereto the sum of not less than Twenty Five Dollars ($25.00) per month on account of the principal with interest on the unpaid balance at the rate of three per cent per annum, said interest to be adjusted semi-annually." (Emphasis mine)

It was then stipulated that the parties of the second part should have the right to use and occupy the property, that they would pay said "purchase price in accordance with the terms heretofore set out," and, when said full purchase price was paid, the parties of the first part would convey the property to the parties of the second part by a good and merchantable title. This contract was executed as deeds are required to be executed, and recorded.

Payments at the rate of twenty-five dollars

($25.00) a month were regularly made for the first year after the contract was signed. Then, the monthly payments were increased to thirty dollars ($30.00). Mrs. Morgan and Mrs. Hudson were sisters, and these payments seemed to have always been sent by Mrs. Hudson to Mrs. Morgan, and used by Mrs. Morgan in paying the Morgan household expenses. On March 25, 1948, Mrs. Morgan, who was then living with Mr. Morgan at Miami, Florida, (he having been retired from the Washington Police Force with the rank of Captain) wrote and sent Mrs. Hudson, who was then living in Washington, a paper in the words and figures following, that is to say:

"Miami Fla.

March 25 - 48.

Received of Catherine M. & Frank S. Hudson, 1841 - B st. S. E. Washington, D. C. the sum of $1500 for house and 7 lots at Herald Harbor Maryland including interest to date.

Mary M. & Joseph C. Morgan.
661 - N. W. 39th St.
Miami 37 Fla."

It was admitted at the trial that the fifteen hundred dollars ($1500.00) mentioned in this paper was never paid, and Mr. Morgan testified that he never authorized Mrs. Morgan to sign his name to said paper. Mrs. Hudson, when she received the paper, apparently noticed that Mr. Morgan had not signed it, and questioned its validity without his signature, for on April 19, 1948, Mrs. Morgan, obviously in answer to some inquiry made by Mrs. Hudson, wrote Mrs. Hudson in part as follows:

"Miami Fla.
April 19 - 48.

Dear Catherine:

Are you sure I did not sign Joe's name with mine on that receipt. I think I did. I sent that to you to keep if any thing happened to me you would have a receipt. The house & 2 lots was in my name, the other lots was jointly. Keep all your returned checks. When

45

you call Marie tell if I did not sign Joe's name with mine. ********** ********** **********

I handle the money, Joe never says anything.

Love,

Mamie."

Mrs. Morgan died December 27, 1948, leaving a will dated October 20, 1945, whereby, after providing for the payment of her debts and funeral expenses, she gave, devised and bequeathed a diamond ring to her sister, Helen Starling, another diamond ring to Mrs. Hudson, and the rest and residue of her property to John A. and Richard Callahan, her brothers. Mr. Morgan was not mentioned in this will. This will was duly admitted to probate in Florida, and, in due course, an exemplified copy was recorded in the Office of the Register of Wills for this County, and ancillary letters of administration with the will annexed, granted and committed by the Orphans' Court of this County to George E. Rullman. The payments of thirty dollars ($30.00) a month which were being made when Mrs. Morgan died were continued for several months, but nothing has been paid on account of said purchase money since March, 1949. On June 9, 1949, John A. and Richard Callahan, the residuary legatees and devisees named in Mrs. Morgan's will, executed a paper writing, whereby they "relinquished", or attempted to "relinquish," to Mr. Morgan any claims they had to the residuary estate left by Mrs. Morgan; and on June 20, 1951, they, with their respective wives, executed to Mr. and Mrs. Hudson a quit claim deed for said lots Nos. 11 and 12. On April 4, 1952, Mr. Morgan and Mr. Rullman, as ancillary administrator as aforesaid, brought this suit, wherein they ask that said contract be specifically enforced. The defendants say that they are willing and ready to settle for the property provided they

are given credit for the fifteen hundred dollars ($1500.00) mentioned in the paper writing or receipt dated March 25, 1948, and that the effect of the quit claim deed of June 20, 1951, be taken into consideration in determining what, if anything, they should be required to pay.

If I find that the purchase money named in the contract of July 9, 1945, belonged to Mr. and Mrs. Morgan as tenants by the entireties, then all other questions in the case become unimportant for the simple reason that Mrs. Morgan did not have the right to give the same, or any part thereof, away in her lifetime, or to dispose of it by her will. In Brewer vs. Bowersox, 92 Maryland 567, a husband deposited money in a bank in another state in the names of himself and his wife subject to the order of either. His wife received from him the certificate for this sum, and afterwards caused the same to be collected by a bank in this state upon her endorsement alone, and deposited the amount so collected in the bank which issued therefor a certificate stating that the bank "has this day received of Jacob or Emily Bowersox $1,981.72, which sum, with the interest thereon at three per cent per annum, will be paid to them or their order, at sixty days' notice." The wife kept possession of this certificate until her husband's death when the fund was claimed by his administrator. There was no evidence that the wife had acted wrongfully in making the deposit in the above-mentioned form. And, it was held that the fund in question was owned by the husband and wife as tenants by the entireties, and that upon his death the whole thereof became vested in her absolutely. Briefly, what the court held was that when a conveyance or gift is made to two persons who are husband and wife <u>without any qualifying words</u>, they take the property as tenants by the entireties, and the right of

survivorship, which is one of the chief incidents of that estate, cannot be destroyed except by the joint act of the two, and, upon the death of either, the other succeeds to the entire property. "It is not because a conveyance or gift is made to husband and wife as joint-tenants that the estate by entireties arises, but it is because a conveyance or gift is made to two persons who <u>are</u> husband and wife; and since in the contemplation of the common law they are but one person, they take and can only take, not by moieties, but the entirety. The marital relation with its common law unity of two persons in one, gives rise to this peculiar estate when a conveyance or gift is made to them without restrictive or qualifying words; and they hold as tenants by the entirety, not because they are declared to so hold, but because they are husband and wife," said Judge McSherry in his opinion in the Circuit Court for Frederick County, which was adopted by the Court of Appeals. And, at another place, he said, "the specific terms of the contract of deposit embodied in the certificate made the fund the joint property of husband and wife, because those very terms put it out of the power of the husband to repossess himself of the fund during the life of the wife except with her consent and co-operation."

In the instant case, Mr. and Mrs. Morgan owned five lots, while two with the improvements thereon stood in Mrs. Morgan's name. Mr. Morgan, however, had his inchoate right of dower therein, and he could not have been compelled to join with her in selling. They decided to sell, not the two lots standing in Mrs. Morgan's name for one price, and the five lots standing in their joint names for another price, but the whole seven lots for one lump sum payable, not as to a part thereof to Mrs. Morgan, and as to another part to Mr.

Morgan, and the balance to them jointly, but the whole to them jointly. After that contract was signed, Mrs. Morgan could not claim any part of the purchase money as her separate and distinct property, nor could Mr. Morgan claim any part thereof as his separate and distinct property. The whole thereof belonged to them as tenants by the entireties, and, upon Mrs. Morgan's death, Mr. Morgan became entitled to the whole balance thereof remaining due. In principle, I cannot see any difference between the situation in this case and that which prevailed in Brewer vs. Bowersox. Mrs. Morgan knew that the purchase money was payable to her and Mr. Morgan jointly, and that she could not give it away without his joinder in the gift. That she went to the extent of signing Mr. Morgan's name to the receipt for fifteen hundred dollars ($1500.00) without his authority is the very best evidence that she knew this. When Mrs. Hudson, apparently, questioned the legality of what Mrs. Morgan had done, she wrote her: "Are you sure I did not sign Joe's name with mine on that receipt. I think I did." And, at the end of the letter, she, apparently, in an effort to justify her action, said: "I handle the money, Joe never says anything." The fact that Mrs. Morgan used the monthly payments she received in paying the household expenses emphasizes the fact that she considered the whole purchase money to belong to her and Mr. Morgan jointly, and that there was to be no division of the same between them. Ladies, who "handle the money," do not ordinarily expend their own money on household expenses if they have any of their husband's which they can devote to that purpose.

In Baker vs. Baker, 123 Maryland 32, it was held that a husband who deposited money in a savings bank to the credit of himself and his wife, without reserving the right

to withdraw the fund from the bank, thereby created a tenancy by the entireties of the fund which could not be destroyed except by the joint act of the husband and wife. In Whitelock vs. Whitelock, 156 Maryland 115, a husband selling his property, in order to induce his wife to release her dower had a purchase money mortgage made to him and her, and the notes secured thereby drawn to the order of both, and it was held that they were tenants by the entireties of the mortgage. A conveyance to a husband and wife, without restrictive or qualifying words, creates a tenancy by the entireties. (Kolker vs. Gorn, 67 Atlantic 2d 258). In Whitelock vs. Whitelock, supra, it was held that oral evidence was not admissible to show that a mortgage in terms to a husband and wife securing notes to the order of both was intended for the benefit of the husband alone. While that transaction seems to have been sustained on the theory that the drawing of the mortgage to the husband and wife was a completed gift as to the wife's interest therein, Judge Sloan referred to the fact that she had demanded that the mortgage be drawn that way as the consideration for her joinder in the deed, thereby releasing her inchoate right of dower in the property; and I do not see why the transaction could not have been sustained on the theory of a contract. In the absence of fraud or undue influence, the courts will not inquire into the contributions of the parties to a joint tenancy prior to the joint acquisition, or attempt an apportionment. (Gunter vs. Gunter, 187 Maryland 228). I hold that Mr. and Mrs. Morgan, by that contract, became entitled to the proceeds of the sale thereby made as tenants by the entireties, and that this holding can be supported on the theory of a completed gift of said proceeds as to said lots Nos. 11 and 12, or on the theory of

a contract whereby Mr. Morgan released his inchoate right of dower in said two lots in consideration of the purchase money being made payable to him and Mrs. Morgan jointly.

(See also Hammond vs. Dugan, 166 Maryland 402, 409; Hirst vs. Hooper, 186 Maryland 18, 24; Abrams vs. Eckenrode, 136 Maryland 244).

Counsel for the defendants insist that this holding could produce an absurd result. For instance, he claims that a husband could never ask his wife to join with him in a contract for the sale of his property without running into the danger of having it held that she became a tenant by the entirety of the purchase money. The answer to that is that husbands and wives can enter into any kind of contracts they want to enter into. If a wife wants to join with her husband in a contract of sale of his property without demanding any part of the purchase money, she, of course, has the right to do so. If, on the other hand, she refuses to so join unless she is allowed to share in the consideration (by having her name inserted in a purchase money mortgage or otherwise), she has the right to do so. A wife who joins with her husband in a mortgage on his property may do so only for the purpose of releasing her inchoate right of dower, or may go so far as to covenant to pay the mortgage debt. (See Moss vs. Savings Institution, 177 Maryland 135). I do not see why a competent lawyer should have any difficulty in drawing his contracts so as to express the intention of the parties. All I hold is that where a husband and wife deliberately sit down and not only intermingle, but actually "scramble" their property and place it in their joint names, neither one, without the consent of the other, can unscramble it, nor ask this court to do so.

If I am right in my conclusion on the point just

51

discussed, that disposes of all the questions which have been raised or suggested. If I am wrong, and it is held that this court must unscramble the proceeds of sale, then I would, in the first instance, have to have some expert advice as to the relative values of the several lots at the time the contract of sale was signed, and the respective ages and conditions of health of Mr. and Mrs. Morgan at that time, so I could figure out the value of Mr. Morgan's inchoate right of dower in the real estate which stood in Mrs. Morgan's name (see Equity Rule 17), and, having determined what part of the purchase money belonged to Mr. Morgan, and what part to Mrs. Morgan's estate, I would then have to determine the validity of the alleged gift of fifteen hundred dollars ($1500.00) of said purchase money made by Mrs. Morgan to Mr. and Mrs. Hudson. I do not have the evidence before me to determine said first and second questions, but I can determine the validity vel non of that alleged gift, and, if that be determined adversely to the defendants, there would be very little, if anything, to fight over.

It will be noticed that the receipt is not for fifteen hundred dollars ($1500.00) to be credited on the purchase money due under the contract, but, by its own language, for "$1500 for house and 7 lots at Herald Harbor." An owner of real estate can, of course, ordinarily only give it away by executing a deed with the formalities prescribed by law, and delivering the deed to the donee. (Berman vs. Berman, 69 Atlantic 2d 271). I will, however, treat this receipt as an attempt to credit fifteen hundred dollars ($1500.00) on account of the purchase money due under the contract. That is the view point most favorable to the defendants. I will also treat the receipt as having been

52

intended to take effect at once rather than after Mrs. Morgan's death as she seemed to indicate by her letter of April 19, 1948. If it was not intended to take effect until after Mrs. Morgan's death, that is to say, that it had reference to a future time when it was to operate as a transfer or a discharge, it is only a promise without consideration, and cannot be enforced at law or in equity. (Berman vs. Leckner, 66 Atlantic 2d 392). It will also be noticed that Mrs. Morgan made no attempt to assign the contract of sale, or the money due thereunder, or to endorse a credit thereon. The most it can be said she did was to attempt to discharge the purchase price of the property to the extent of fifteen hundred dollars ($1500.00).

Professor Williston in his work on contracts, Revised Edition, correctly expresses the Maryland conception of the law on the subject when he at section 120, p. 416 says:

> "A chose in action, in the language of the common law, lies in grant and not in livery. Only by an agreement under seal, or by a promise for consideration, can the whole or part of a debt which is represented by no tangible symbol capable of delivery be discharged. Accordingly, the agreement of the creditor to discharge the whole debt then and there due in consideration of the payment of part isunsupported by sufficient consideration."

And again at section 438A, p. 1272:

> "Before consideration of the validity of a gratuitous assignment or gift of a contractual right, it must be pointed out that when a creditor makes a gratuitous discharge of the debt, he is not giving a chose in action; he is discharging it. Nothing is transferred or attempted to be transferred. Consideration or a seal was necessary at common law to effect such a discharge either of the whole or part of the debt. Calling it a gift does not help the matter."

In Jones vs. Ricketts, 7 Maryland 116, a debtor paid a creditor a sum less than the amount due, and the creditor executed and delivered to him a receipt in full of the claim. The Court of Appeals stated it to be the

53

unquestioned law of this state "that the payment of a less sum of money than the whole debt without a release, is no satisfaction of the plaintiff's claim." "And," said Judge Bryan in his opinion in Snowden vs. Reid, 67 Maryland 130, 136, "this doctrine has always been held whenever the question has come before this court." "It is impossible," he said a little further on, "to maintain that a debt may be relinquished by parol without consideration; when it cannot be done by receipt in writing expressed to be in full, and accompanied by the payment of a sum of money less than the amount due. Jones v. Ricketts decided that a creditor could not forgive a part of the debt without a release; how then can he forgive the whole?" In Snowden vs. Reid, supra, it was expressly held (1) that an intention to make a gift, or even a solemn promise to do so, is not sufficient to pass title to personal property, (2) that where a debt is to be transferred from the creditor to the debtor, the liability must be extinguished by a release or some instrument of an equivalent character, and (3) if this be not shown, no promise of the creditor to give the money or statement that he had given or intended to give it would be of any avail. In that case, John Patterson loaned Charles D. Reid twenty-two hundred dollars ($2200.00), and, after the former's death, it was alleged that he had made Mr. Reid a present of the money. The court held that he had not. This case, as far as I know, has never been overruled, and I understand the principles therein laid down to be good law today. It is cited with approval in Prudential Insurance Company vs. Cottinghan, 103 Maryland 319. In that case, the amount due by a Life Insurance Company to the beneficiary of a policy depended upon what was the true age of the insured at the time he obtained the insurance. The company claimed that

54

his age was not as stated in the application and the beneficiary was consequently induced to accept a smaller sum than would be payable if the statement as to age was correct, and executed a receipt in full of all claims under the policy; and it was held that the transaction was not a compromise of a disputed claim so as to create an accord and satisfaction, that there was no consideration for the agreement to accept a smaller sum in satisfaction of the claim, and the beneficiary was entitled to recover the balance under the policy upon proof that the age of the insured was correctly stated in the application. And, in Realty and Construction Corporation vs. Bresnan, 137 Maryland 276, it was again held that a sum smaller than the amount due, with an acknowledgment that it was in full payment, cannot be upheld as an accord and satisfaction, in the absence of some valid consideration other than the partial payment. Of course, if Mrs. Morgan, at any time after the contract was signed, had procured a deed to be executed conveying the property to Mr. and Mrs. Hudson, and then delivered that deed as a gift of the property, Mr. and Mrs. Hudson would have been relieved of the duty to pay the purchase money. (Restatement, Contracts, section 416). But, she did not do that.

But, the defendants insist that this rule is too strict, and that the courts have been trying to get away from it. I realize that some courts have, apparently, recognized the right of a creditor to donate a debt due from the donee by simply delivering a receipt; but, when the cases are analyzed, a little something in addition to the receipt is usually found on which the court predicated its decision. For instance, in a case where a mother-in-law had loaned certain moneys to her son-in-law, and it was claimed that she had forgiven the debt, Chief Justice Rugg,

55

of the Supreme Judicial Court of Massachusetts, (Millett vs. Temple, 182 Northeastern 921) after laying down a rule very similar, if not identical, to what I consider the Maryland rule to be, went on to say that if the question of the validity of the gift had arisen shortly after it was alleged to have been made "it would have been quite different from that now presented," and then went on and held that a finding that an effective gift was made of a debt representing a loan to a son-in-law by a mother-in-law, residing with him, to enable him to purchase a home, was warranted where, in addition to proof of oral forgiveness of the debt as a contribution to the household expenses, it appeared that the mother-in-law continued to live in the family for five years thereafter without receiving interest on the loan, that out of the proceeds of the sale of the home a sum very nearly the amount of the principal of the loan was used to purchase a new home in the name of the wife, and that the mother-in-law did not bring suit until twelve years had elapsed, and the son-in-law had obtained a divorce from her daughter.

A valid gift of tangible personal property cannot be made without a deliver of the property given, or the execution and deliver of a bill of sale. Ordinarily, as heretofore stated, a gift of land may only be perfected by the execution and deliver of a deed conveying the same to the donee. An oral gift of the debt evidenced by a promisory note, a savings bank book and personal property of that nature may only be accomplished by deliverly of the note, bank book or other evidence of the debt. Experience has taught us that those formalities are necessary to safeguard against fraud and unfounded claims. To permit a debtor when sued, to defend on the ground that the creditor had made a parol gift of the debt to him, or even that he had given him

a receipt for the money, when, in fact, no money was paid, would open the door pretty far. But, whether it is a good idea, or not, does not matter. The principle that a debt cannot be discharged except by a release under seal, or an agreement founded on a valid consideration, is so firmly implanted in our jurisprudence that it should not be changed by judicial fiat. The courts should not engage in even a little judicial legislation. I have not overlooked the fact that a chose in action can be effectively assigned either orally or by a writing. (Restatement, Contracts, section 157; Kellas vs. Slack, 129 Maryland 535, 540). But, it is equally true that the right acquired by the assignee under an assignment which is neither under seal nor supported by a valid consideration is terminated by the assignor's death. (Restatement, Contracts, section 158). The same principle applies to a receipt which is neither under seal, nor supported by a valid consideration. (Williston, Contracts, section 438A). I hold that Mrs. Morgan never made a valid gift of the fifteen hundred dollars ($1500.00) in question.

I am unable to gleam any comfort for the defendants from the quit claim deed of June 20, 1951, whereby the Messrs. Callahan, notwithstanding their "relinquishments" to Mr. Morgan of June 14, 1949, attempted to convey the two lots which stood in Mrs. Morgan's name to Mr. and Mrs. Hudson. Before a contract of sale is made, an owner of property has the entire legal and equitable estates therein. But, after a contract is made, the ownership, as between the parties, is divided into a legal estate and an equitable estate. The owner then holds the legal estate for the purchaser; and the purchaser holds the equitable estate subject to a lien for the purchase money. In the case of a contract for the sale of fee simple property, such as that involved in this case,

57

the vendor's interest is changed in the view of a court of equity from realty to personalty, and, if he dies, the unpaid purchase money goes to his personal representative. This all being so, it is a little difficult to see how the defendants can get around the line of cases of which Stake vs. Mobley, 102 Maryland 408, and Cramer vs. Roderick, 128 Maryland 422, are familiar examples. But, I do not have to pass on that point. I will assume, without deciding, that the deed is valid as an assignment and analyse the situation on that assumption. (See also Schaub vs. Griffin, 84 Maryland 557; and Sykes vs. Hughes, 182 Maryland 396).

The parties to this case seem to have assumed that it, and all the questions involved therein, were to be determined by the law of Maryland. As Mrs. Morgan was a resident of Florida when she gave that receipt and when she died, that may, or may not, be true. (See Code, Article 93, section 365, and the cases named in the Annotation thereto). However, none of the parties hereto gave notice, either in their pleadings, or otherwise, of their intention to offer evidence of the law in another jurisdiction, or to ask that this court take judicial notice thereof, as required by the Uniform Judicial Notice of Foreign Law Act (Code, Article 35, sections 56 to 62, both inclusive), so I must determine the case by the law of Maryland. (The Maccabees vs. Lipps, 182 Maryland 190; Prudential Insurance Company vs. Shumaker, 178 Maryland 189). As Mr. Morgan was not mentioned in Mrs. Morgan's will, he was not required to renounce it, and as she left no children, he, on her death, regardless of the will, became entitled to two thousand dollars ($2,000.00), and one-half of the lands of which she died seized, as an heir, and one-half of the surplus personal estate remaining (Code, Article 93, section 329).

The balance due on the purchase money with inter-

58

est, is only a little over twenty-five hundred dollars. By allowing Mr. Morgan for the value of the lots held by the entireties and for his inchoate right of dower in the property which stood in Mrs. Morgan's name, Mrs. Morgan's share would easily be reduced to two thousand dollars ($2,000.00) or even less. This being so, then, unless Mrs. Morgan had property which I do not know anything about, Mr. Morgan would, in any event, get the whole of said purchase money.

22 December 1952.

James Clark

Judge.

59

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOSEPH C. MORGAN, and GEORGE E. RULLMAN, Ancillary Administrator C. T. A. of the Estate of Mary M. Morgan, Deceased, :

PLAINTIFFS. :

VS. : NO. 10,453 EQUITY

FRANK S. HUDSON, and CATHERINE M. HUDSON, his wife, :

DEFENDANTS. :

:::::::

D E C R E E

Filed 22 Dec., 1952

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

It is, thereupon, this twenty-second day of December, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the contract mentioned in this case, that is to say, the contract dated July 9, 1945, whereby Joseph C. Morgan and Mary M. Morgan, his late wife, sold to Frank S. Hudson and Catherine M. Hudson, his wife, and the latter purchased from the former, certain property situate and lying at Herald Harbor, this County, be specifically enforced.

(2) That there is justly due and owing by the said Frank S. Hudson and Catherine M. Hudson to the said Joseph C. Morgan, for the balance due on account of the purchase money named in said contract, the full and just sum of twenty-five hundred fifteen and 68/100ths dollars ($2515.68); and the decree of this court is hereby entered in favor of the said Joseph C. Morgan against the said Frank S. Hudson

and Catherine M. Hudson for said amount.

(3) That the defendants pay said twenty-five hundred fifteen and 68/100ths dollars ($2515.68), with interest thereon from this date, to the said Joseph C. Morgan, or into the registry of this court, for his use, and the costs of this case, within thirty days from this date, and, upon such payment being made, the plaintiffs shall convey the seven lots described in said contract to the defendants, free, clear and discharged of all their claims, as well as all claims of the estate of the said Mary M. Morgan therein or thereto.

(4) That in the event said money and said costs are not paid within said thirty days, said property be sold; that R. Tilghman Brice, III, Esquire, be, and he is hereby, appointed trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this court or the clerk thereof in the penalty of five thousand dollars ($5,000.00) if a corporate surety be given, or in double that amount if personal sureties be given, conditioned, no matter the amount, 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 notice thereof for three successive weeks by advertisement inserted in such weekly newspaper, or newspapers, published in said Anne Arundel County as he shall think proper of the time, place, manner and terms of sale, which shall be cash upon the ratification of the sale, or sales, by this court; and, as soon as may be convenient after any such sale, or sales, the said trustee shall return to this court a full and particular account of his 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, upon the payment of the whole purchase money (and not before), the said trustee shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, 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 trustee shall bring into this court the money arising from said sale to be distributed under the direction of this court after deducting the costs of this suit and such commissions to the said trustee as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

DORIS RAFELSON, Committee of Codie L. Noble,

Plaintiff

Vs.

CODIE L. NOBLE

Defendant

No. 10,461 Equity

Filed 18 Apr., 1932

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Orator, Doris Rafelson, Committee of Codie L. Noble, humbly complaining, says:

1. That Codie L. Noble is a non-resident of the State of Maryland, residing in the District of Columbia; and that she is non compos mentis, having been so declared by duly instituted proceedings in the United States District Court for the District of Columbia, in which said proceedings your petitioner, Doris Rafelson, was appointed Committee of her person and estate and has qualified under the authority of said Court by giving bond, as of her required, all of which is shown by a "Certificate of Committee Appointment", marked "Plaintiff's Exhibit No. 1."

2. That the said Codie L. Noble is seized of real estate in the County of Anne Arundel and State of Maryland, described as follows:

All that tract of land situate, lying and being in the 4th Election District of Anne Arundel County, and described in a survey thereof made by Edward Hall, Jr., County Surveyor, in August 1932, as follows:

Beginning for the same at a point on the west side of the Crain Highway, said point of beginning being at the beginning of the conveyance from Wm. G. Williams, et al, to Wilbur C. Stephenson and wife as recorded on the 20th of July, 1933 in the Land Records of Anne Arundel County in Liber F.S.R. 97, Folio 424, etc., thence with the closing line of said conveyance northwesterly 182.63 feet to the center line of the old County Road from Millersville to Conoways; thence with said center line of said County Road southwesterly 222.65 feet; thence leaving said County Roadsoutheasterly 323 feet to said side

of said Crain Highway; thence with said side of said Highway, northeasterly 172.61 feet to the beginning, containing one (1) acre of land, more or less,

Being more particularly described in a Deed from William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, widower, and the Farmers National Bank of Annapolis to Roy Noble and Codie L. Noble, his wife, recorded the 21st day of March 1935, in Liber F.A.M. No. 135 at Folio 470, one of the Land Records of Anne Arundel County. The said Codie L. Noble having acquired title thereto as the surviving tenant by the entirety with her deceased husband, Roy Noble, who died on the 20th day of July, 1951. That said real estate is unimproved, except for a worthless shack located thereon.

3. That being non compos mentis, as aforesaid, the said Codie L. Noble can make no use of the said real estate; that its maintenance would be an expense to her estate, that she needs cash funds for her support in St. Elizabeth's Hospital, and that real estate values at the present time in Anne Arundel County are at a level from which they are more likely to descend than to ascend.

4. That your petitioner has received an offer from Louise Benshaw to purchase said real estate at a cash price of $1,200.00, a copy of which offer is filed with this petition, marked "Plaintiff's Exhibit No. 2"; and your petitioner has, for and on behalf of the said Codie L. Noble, executed a Contract of Sale to the said purchaser, subject to ratification of the terms thereof by the Circuit Court of Anne Arundel County, Maryland, and upon such additional terms and conditions as appear in said Contract, a copy of which is filed with this petition, marked "Plaintiff's Exhibit No. 3".

5. That it would be to the best interest of the said Codie L. Noble, non compos mentis, that the aforementioned real estate be sold and, more particularly, that the sale to Louise Benshaw in accordance with said Contract of Sale, be confirmed.

To the end, therefore:

1. That this Court order a sale of the real estate mentioned in the foregoing Bill of Complaint.

2. That the sale made for and on behalf of Codie L. Noble and reported herewith be confirmed.

3. And for such other and further relief as to the Court may seem meet and proper.

May it please your Honors to grant unto your Orator the Order of Publication, giving notice to the said Codie L. Noble of the District of Columbia, who is a non-resident of the State of Maryland, of the object and substance of this Bill, and warning her to appear in this Court in person or by solicitor, on or before a day certain to be named therein, to show cause, if any she has, why a decree or decrees ought not to be passed as prayed.

And as in duty bound, etc.

BRADSHAW & SHEARIN

By _____
Solicitor for Petitioner
CITIZENS BANK BLDG
TAKOMA PARK, MD.
SHEPHERD 0480

DISTRICT OF COLUMBIA, to wit:

I hereby certify that on this 8 day of April, 1952, before me, the subscriber, a Notary Public in and for the District aforesaid, personally appeared Doris Rafelson, Committee of Codie L. Noble, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

Witness my hand and notarial seal.

Oswald C. Connell
Notary Public D. C.

My commission expires March 31st 1953

OSWALD C. CONNELL NOTARY PUBLIC DISTRICT OF COLUMBIA

3

LIBER 81 PAGE 146

United States District Court for the District of Columbia

Mental Health No. 19677

In Re:

Codie L. Noble
(Patient)

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, hereby certify that, on the 15th day of August, 19 51, Doris Rafelson was appointed by Judge Bastian as committee of the person and estate of Codie L. Noble, Patient; and I further certify that said Doris Rafelson committee, has filed her duly approved undertaking in the maximum sum of One Thousand Dollars ($ 1,000.00) with United States Fidelity and Guaranty Co. as surety thereon; and that according to the records in this office the appointment has not been terminated.

Filed 18 Apr., 1952.
Re-filed 3 June, 1952

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District of Columbia, this 10th day of September, 19 51.

HARRY M. HULL, Clerk

By _____ Deputy Clerk.

10,461 Eq.
Rafelson, Committee
Codie L. Noble
Examiner's Exhibit
6/26/52
E. Clawson
Examiner

Exhibit No. 1

4

Gambrills, Maryland
January 21, 1952

Mrs. Doris Rafelson, Committee of
the person and estate of Codie L. Noble,
care: Willey and Crooks, Attorneys
925 15th Street, N. W.
Washington 5, D. C.

Dear Mrs. Rafelson:

I herewith make an offer to purchase the land adjacent to mine near Gambrills, Maryland, on the Crain Highway owned by Roy Noble and Codie L. Noble, together with the structure thereon, for the sum of $1,200, cash.

It is my understanding that this matter must be submitted to the Circuit Court for Anne Arundle County before there can be an acceptance.

Yours very truly,

Louise Benshaw

Filed 18 Apr., 1952.

Exhibit No. 2

5

LIBER 81 PAGE 148

AGREEMENT TO PURCHASE REAL PROPERTY

I, Louise Benshaw, offer and agree to purchase the following described property located and being in the 4th Election District of Anne Arundel County, State of Maryland, lying on the west side of the Crain Highway adjacent to property now owned by me and more particularly described in deed from William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, widower, and the Farmers National Bank of Annapolis to Roy Noble and Codie L. Noble, his wife, recorded the 21st day of March 1935, in Liber F.A.M. No. 135 at Folio 470, one of the Land Records of Anne Arundel County, together with improvements thereon, if any.

Filed 18 Apr., 1952
Re-filed 23 June, 1952

The purchase price to be One Thousand Two Hundred Dollars ($1,200.00), all cash, payable as follows:

(1). One Hundred Dollars ($100.00) deposited with this offer in the hands of Doris Rafelson, committee of Codie L. Noble, same to be refunded if the title is not good of record, otherwise to be applied on the purchase price;

(2). One Thousand One Hundred Dollars ($1,100.00) on settlement of the sale and upon delivery of conveyance.

Adjustment of taxes, assessments and other charges shall be made as of the day of settlement and the property is to be conveyed to me free, clear and unencumbered and the title good and marketable and possession shall be given on date conveyance is delivered; expense of title, conveyancing and recording to be paid by purchaser.

It is understood that this contract and the sale hereunder is subject to ratification and confirmation by the Circuit Court for Anne Arundel County, Maryland, and the deposit herein shall be refunded if the sale is not ratified by said Court.

Dated: April 5, 1952.

Louise Benshaw
Purchaser

I hereby accept the offer set forth above and acknowledge receipt of a deposit of $100.00 to be applied as above.

Dated: April 8, 1952.

Doris Rafelson, Committee of Codie L. Noble
Seller

10,461 Eq
Rafelson, Committee
vs
Codie L. Noble
Examiner's Exh. 3
6/24/52
E. Klawans
Examiner

Exhibit no. 3

6

LIBER 81 PAGE 149

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

DORIS RAFELSON, Committee of Codie L. Noble,

Plaintiff

Vs.

CODIE L. NOBLE

Defendant

No. 10,401 Equity

ORDER OF PUBLICATION

Filed 18 Apr., 1933.

The object of this suit is to procure a decree for the sale of certain real estate in Anne Arundel County, Maryland, and particularly for the ratification of the Contract of Sale of said property hereinafter mentioned, in behalf of Codie L. Noble, incompetent, as owner, to Louise Benshaw, and for general relief.

The Bill states that Codie L. Noble is non compos mentis, as shown by a decree of the United States District Court for the District of Columbia, by which Doris Rafelson, plaintiff herein, was appointed Committee of her person and estate, and has qualified under the authority of said Court by giving bond, as of her required, all of which is shown by a "Certificate of Committee Appointment" filed with the Bill of Complaint.

That the said Codie L. Noble owns real estate in Anne Arundel County described as follows:

All that tract of land situate, lying and being in the 4th Election District of Anne Arundel County, and described in a survey thereof made by Edward Hall, Jr., County Surveyor, in August 1932, as follows:

Beginning for the same at a point on the west side of the Crain Highway, said point of beginning being at the beginning of the conveyance from Wm. G. Williams, et al, to Wilbur C. Stephenson and wife as recorded on the 20th of July, 1933 in the Land Records of Anne Arundel County in Liber F.S.R. 97, Folio 424, etc., thence with the closing line of said conveyance northwesterly 182.63 feet to the center line of the old County Road from Millersville to Conoways; thence with said center line of said County Road southwesterly 222.65 feet; thence leaving said County Road southeasterly 323 feet to said

7

side of said Crain Highway; thence with said side of said Highway, northeasterly 172.61 feet to the beginning, containing one (1) acre of land, more or less,

Being more particularly described in a Deed from William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, widower, and the Farmers National Bank of Annapolis to Roy Noble and Codie L. Noble, his wife, recorded the 21st day of March 1935, in Liber F.A.M. No. 135 at Folio 470, one of the Land Records of Anne Arundel County. The said Codie L. Noble having acquired title thereto as the surviving tenant by the entirety with her deceased husband, Roy Noble, who died on the 20th day of July, 1951. That said real estate is unimproved, except for a worthless shack located thereon.

That Codie L. Noble has no use for the said real estate, that its maintenance would be an expense to her estate, that she needs cash funds for her support in St. Elizabeth's Hospital, and that real estate values in Anne Arundel County are presently advantageous for sale.

That Louise Benshaw has made an offer to purchase said real estate at a cash price of $1,200.00; and that the said Doris Rafelson, for and on behalf of the said Codie L. Noble, has executed a Contract of Sale to the said Louise Benshaw, subject to ratification of the terms thereof by the Circuit Court for Anne Arundel County, Maryland, and subject to the other terms shown on said Contract of Sale filed with the Bill of Complaint.

The Bill further states that it would be to the best interest of the said Codie L. Noble that the said real estate be sold, and more particularly, that the said sale to Louise Benshaw be confirmed in accordance with said Contract.

That the said Codie L. Noble is a non-resident of the State of Maryland, residing in the District of Columbia.

IT IS, THEREUPON, this 18 day of April, 1952, ordered by the Circuit Court of Anne Arundel County, sitting as a Court of Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in said Anne Arundel County once in each of four successive weeks before the 26 day of May, 1952, give notice to the

said absent defendant of the object and substance of this Bill, warning her to appear in this Court in person or by solicitor, on or before the 11 day of June next, to show cause, if any she has, why a decree ought not to be passed as prayed; or in the alternative, by the service of a copy of this Order of Publication personally on the defendant, Codie L. Noble, on or before one month before the 11 day of June, 1952.

John H. Robbins, 3rd.
Clerk of the Circuit Court for
Anne Arundel County, Maryland.

9

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

DORIS RAFELSON, Committee of Codie L. Noble

Plaintiff

Vs.

CODIE L. NOBLE

Defendant

No. 10,461 Equity

Filed 18 Apr., 1952

NOTICE TO CREDITORS

Doris Rafelson, as Committee of the person and estate of Codie L. Noble, non compos mentis, having filed her Bill of Complaint for the sale of certain real estate in Anne Arundel County, Maryland, belonging to the said non compos mentis;

IT IS, THEREUPON, this 18 day of April, 1952, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the said Doris Rafelson, committee of the person and estate of Codie L. Noble, non compos mentis, give notice by publication of a copy of this order in some newspaper published in Anne Arundel County for three successive weeks before the 23 day of July, 1952, to all persons having claims against the said Codie L. Noble, to file their claims, properly authenticated, with the Clerk of this Court on or before the 23 day of July, next.

Benjamin Michaelson

Judge of the Circuit Court for
Anne Arundel County, Maryland.

10

LIBER 81 PAGE 153

DORIS RAFELSON, Committee of Codie L. Noble		IN
		THE CIRCUIT COURT
		FOR
vs.		
		ANNE ARUNDEL COUNTY
CODIE L. NOBLE		NO. 10,461 EQUITY

: : : : : :

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my appearance for the Plaintiff in the above-titled case.

John H. Hopkins, IV
15 School Street
Annapolis, Maryland

Filed 16 June, 1952

//

IN THE CIRCUIT COURT
FOR ANNE ARU[illegible] COUNTY,
MARYL[illegible]
No. 10,401 Equity

DORIS RAFELSON, Committee of CODIE L. NOBLE, Plaintiff
Vs.
CODIE L. NOBLE, Defendant.

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of certain real estate in Anne Arundel County, Maryland, and particularly for the ratification of the Contract of Sale of said property hereinafter mentioned, in behalf of Codie L. Noble, incompetent, as owner, to Louise Benshaw, and for general relief.

The Bill states that Codie L. Noble is non compos mentis, as shown by a decree of the United States District Court for the District of Columbia, by which Doris Rafelson, plaintiff herein, was appointed Committee of her person and estate, and has qualified under the authority of said Court by giving bond, as of her required, all of which is shown by a "Certificate of Committee Appointment" filed with the Bill of Complaint.

That the said Codie L. Noble owns real estate in Anne Arundel County described as follows:

All that tract of land situate, lying and being in the 4th Election District of Anne Arundel County, and described in a survey thereof made by Edward Hall, Jr., County Surveyor, in August 1932, as follows:

Beginning for the same at a point on the west side of the Crain Highway, said point of beginning being at the beginning of the conveyance from William G. Williams, et al, to Wilbur C. Stephenson and wife as recorded on the 20th of July, 1933 in the Land Records of Anne Arundel County in Liber F. S. S. 07, Folio 424, etc., thence with the losing line of said conveyance northwesterly 182.63 feet to the center line of the old County Road from Millersville to Conoways; thence with said center line of said County Road southwesterly 222.05 feet; thence leaving said County Road southeasterly 323 feet to said side of said Crain Highway; thence with said side of said Highway, northeasterly 172.61 feet to the beginning, containing one (1) acre of land, more or less.

Being more particularly described in a Deed from William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, widower, and the Farmers National Bank of Annapolis to Roy Noble and Codie L. Noble, his wife, recorded the 21st day of March 1935, in Liber F. A. M. No. 135 at Folio 470, one of the Land Records of Anne Arundel County. The said Codie L. Noble having acquired title thereto as the surviving tenant by the entirety with her deceased husband, Roy Noble, who died on the 20th day of July, 1951. That said real estate is unimproved, except for a worthless shack located thereon.

That Codie L. Noble has no use for said real estate, that its maintenance would be an expense to her estate, that she needs cash funds for her support at St. Elizabeth's Hospital, and that said real estate values in Anne Arundel County are presently advantageous for sale.

That Louise Benshaw has made an offer to purchase said real estate at a cash price of $1,200.00; and that the said Doris Rafelson, for and on behalf of the said Codie L. Noble, has executed a Contract of Sale to the said Louise Benshaw, subject to ratification of the terms thereof by the Circuit Court for Anne Arundel County, Maryland, and subject to the other terms shown on said contract of Sale filed with the Bill of Complaint.

The Bill further states that it would be to the best interest of the said Codie L. Noble that the said real estate be sold, and more particularly, that the said sale to Louise Benshaw be confirmed in accordance with said Contract.

That the said Codie L. Noble is a non-resident of the State of Maryland, residing in the District of Columbia.

Filed 16 June, 1952.

IT IS, THEREUPON, this 18th day of April, 1952, ordered by the Circuit Court of Anne Arundel County, sitting as a Court of Equity, that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in said Anne Arundel County once in each of four successive weeks before the 26th day of May, 1952, give notice to the said absent defendant of the object and substance of this Bill, warning her to appear in this Court in person or by solicitor, on or before the 11th day of June next, to show cause, if any she has, why a decree ought not to be passed as prayed; or in the alternative, by the service of a copy of this Order of Publication personally on the defendant, Codie L. Noble, on or before one month before the 11th day of June, 1952.

JOHN H. HOPKINS, 3rd.,
Clerk of the Circuit Court
for Anne Arundel County,
Maryland.

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

m-15

LIBER 81 PAGE 154 . FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1952

We hereby certify, that the annexed Order of Publication - Equity 10,461 Codie L. Noble

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of May, 1952. The first insertion being made the 24th day of April, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Betsie L. Carlson.

LIBER 81 PAGE 155

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND
No. 10,401 Equity
DORIS RAFELSON, Committee of
CODIE L. NOBLE, Plaintiff
Vs.
CODIE L. NOBLE, Defendant.

NOTICE TO CREDITORS

Doris Rafelson, as Committee of the person and estate of Codie L. Noble, non compos mentis, having filed her Bill of Complaint for the sale of certain real estate in Anne Arundel County, Maryland, belonging to the said non compos mentis:

IT IS, THEREUPON, this 15th day of April, 1952, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the said Doris Rafelson, committee of the person and estate of Codie L. Noble, non compos mentis, give notice by publication of a copy of this order in some newspaper published in Anne Arundel County for three successive weeks before the 23rd day of July, 1952, to all persons having claims against the said Codie L. Noble, to file their claims, properly authenticated, with the Clerk of this Court on or before the 23rd day of July, next.

BENJAMIN MICHAELSON,
Judge of the Circuit Court for
Anne Arundel County, Maryland.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 16 June, 1952

No. MG 7257
13

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 12, 1952

We hereby certify, that the annexed Notice to Creditors Codie L. Noble

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of July, 1952. The first insertion being made the 24th day of April, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie L. Carlson

LIBER 81 PAGE 156

DIRIS RAFELSON, Committee of
Codie L. Noble

vs.

CODIE L. NOBLE

No. 10,461 DIVORCES - -

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, CODIE L. NOBLE,

after Order of Publication duly published (~~not served~~) (~~having been duly summoned~~) having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (or Writ of Summons.)

It is thereupon this 17th day of June, 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 defendant .

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

Benjamin Richardson
Judge

14

DORIS RAFELSON, Committee of Codie L. Noble	:	No. 10,461 EQUITY
	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
CODIE L. NOBLE	:	

:B : : : : : : : : : : : : : : : : : :

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Doris Rafelson, Committee of Codie L. Noble, by John H. Hopkind, IV, her Solicitor, respectfully represents:

1. That the defendant, Codie L. Noble, is Non compos mentis and cannot answer the Bill of Complaint filed against her.

2. That it is necessary that this Court appoint a guardian ad litem and counsel for the guardian ad litem, for the purpose of guarding the interests of the defendant.

WHEREFORE your petitioner prays your Honors to appoint a guardian ad litem for the defendant and further to appoint counsel for the guardian ad litem so that the interests of the defendant may be properly guarded.

AND as in duty bound, etc.

John H. Hopkins IV
Solicitor for Petitioner

Filed 17 June, 1952.

ORDER OF COURT

UPON the aforegoing petition, it is this 17th day of June, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED that George J. Crowley be, and he is hereby appointed guardian ad litem for the said Codie L. Noble, defendant, a non compos mentis; and ORDERED that Wilson K. Dott, Jr., be, and he is hereby appointed counsel for the guardian ad litem for the said Codie L. Noble, non compos mentis, so that they may properly look out for the interest of said non compos mentis, the defendant in this cause.

Filed 17 June, 1952.

Benjamin Michaelson
Judge

LIBER 81 PAGE 158

DORIS RAFELSON, COMMITTEE OF CODIE L. NOBLE	:	NO. 10,461 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
CODIE L. NOBLE	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of George J. Crowley, guardian ad litem for Codie Noble, an incompetent, to the Bill of Complaint filed herein, respectfully represents unto your Honor:

That the said Codie L. Noble, being an incompetent, can neither admit nor deny the allegations in said Bill, and therefore submits her rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.

Winson G. Gott

Winson G. Gott, Jr., Lee Building
Annapolis, Maryland
Attorney for Guardian ad Litem

Filed 21 June, 1952.

17

LIBER 81 PAGE 159

FEE-SIMPLE DEED—CODE—CITY OR COUNTY

This Deed, Made this 25th day of September,

in the year one thousand nine hundred and thirty-four, by and between William G. Williams and Mary Louise Williams, his wife, of Washington, District of Columbia, and W. Meade Holladay, Widower, of Annapolis, Maryland, parties of the first part, the Farmers National Bank of Annapolis, of Annapolis, Maryland, of the second part, and Roy Noble and **Codie L.** Noble, his wife, of the District of Columbia, City of Washington, in the State of Maryland, of the third part,

of the second part WHEREAS, the parties of the first part did sell unto the parties of the third part, at and for the sum of two hundred fifty Dollars ($250.00), the property hereinafter mentioned and by this deed conveyed and Fifty ($50.00) Dollars, was paid on account of the purchase money at the time of the said sale and the purchaser entered into possession of the said property at the time of the said purchase and has since paid in full the purchase money for the same, the said sale and payment on account having been made on the 23rd day of August, 1932,

Re-filed 23 June, 1952

NOW, THEREFORE, this deed ----------

Witnesseth, that in consideration of the sum of Two hundred fifty dollars ($250.00) paid by the parties of the third part to the parties of the first part, the receipt whereof is hereby acknowledged,

the said William G. Williams and Mary Louise Williams, his wife, and W. Meade Holladay, the parties of the first part,

do grant and convey unto the said Roy Noble and **Codie L.** -- Noble, his wife, the parties of the third part, as tenants by entireties,

their heirs and assigns, in fee simple, all that tract of land ----------

---------- situate, lying and being in 4th Election District of Anne Arundel County, aforsaid, and described as follows, in a survey thereof made by Edward Hall, Jr., County Surveyor, in August, 1932, namely:

BEGINNING for the same at a point on the west side of the Crain Highway, said point of beginning being at the beginning of the conveyance from Wm. G. Williams, et al, to Wilbur C. Stephenson and wife as recorded on the 20th of July, 1933 in the Land Records of Anne Arundel County in Liber F.S.R. 97, folio 424, etc.., thence with the closing line of said conveyance Northwesterly 182.63 feet to the center line of the old County Road from Millersville to Conoways; thence with said center line of said County Road southwesterly 222.65 feet; thence leaving said County Road southeasterly 323 feet to said side of said Crain Highway; thence with said side of said Highway, northeasterly 172.61 feet to the beginning, containing one (1) acre of land, more or less,

BEING a part of the property which was conveyed to the parties of the first part by Harry D. Eutsler and wife, by deed dated March 3, 1926, recorded among the Land Records of Anne Arundel County in

6/4/52 10, 461 Eq. Rafelson, Commr. Ex. Farmers' Exh. 2 Codie L. Noble

E. Rawlings, Examiner

18

Liber W.M.B. 23, folio 195.

AND the Farmers National Bank of Annapolis doth unite in this deed for the purpose of releasing and doth hereby release the property hereby conveyed from the lien of the following two Deeds of Trust, namely:

1st: Deed of Trust from Wm. G. Williams and Mary Louise Williams, his wife, to James M. Munroe, Trustee, dated the 5th day of April, in the year Nineteen hundred and thirty-two, and duly recorded in the Land Records of Anne Arundel County in Liber F.S.R. 96, folio 374.

2nd: Deed of Trust from W. Meade Holladay to James M. Munroe, Trustee, dated the 5th day of April, in the year Nineteen hundred and thirty-two, and duly recorded in the aforesaid Land Records in Liber F.S.R. 96, folio 319.

And the Farmers National Bank of Annapolis doth unite in this deed for the purpose of releasing and doth hereby release the property hereby conveyed from the lien of the following judgments:

1st: No. 192 Trials, January Term, 1933, Farmers National Bank of Annapolis vs. W. Meade Holladay, and

2nd: No. 191 Trials, January Term, 1933, Farmers National Bank of Annapolis vs. Wm. G. Williams and Mary Louise Williams, his wife.

19

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

Roy Noble and **Codie L.** Noble, his wife, as tenants by entireties,

their ---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 hands and seals of said ~~grantor~~ parties of the first part and the corporate name of the Farmers National Bank of Annapolis by Carey L. Meredith, its President, and its corporate seal attested by its Cashier.

Test:

J Ezra Scott

Test: J Ezra Scott

Test: Catherine L. Knodler

Test: [illegible]

Cashier

William G. Williams (SEAL)

Mary Louise Williams (SEAL)

W. Wade Holloday (SEAL)

Farmers National Bank of Annapolis

By: Carey L. Meredith

President

20

DISTRICT OF COLUMBIA,
~~STATE of Maryland,~~ City of Washington, to wit:

I HEREBY CERTIFY, That on this 25th day of September, in the year one thousand nine hundred and thirty-four, before me, the subscriber, a Notary Public of the ~~State of Maryland~~ District of Columbia, in and for the City ---------- aforesaid, personally appeared William G. Williams and Mary Louise Williams, his wife, the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial seal.

J. Ezra Scott
Notary Public

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

I HEREBY CERTIFY, that on this 21st day of March, ----in the year Nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. Meade Holladay, and he acknowledged the foregoing Deed to be his act. And at the same time also appeared Carey L. Meredith, President of the Farmers National Bank of Annapolis, and he acknowledged the foregoing Deed to be the act of the said Bank.

As witness my hand and Notarial seal.

Catherine L. Knadler
Notary Public

DEED

FROM
WM. G. WILLIAMS
MARY LOUISE WILLIAMS,
his wife

W. MEADE HOLLADAY
FARMERS NATIONAL BANK OF
ANNAPOLIS

TO

ROY NOBLE
1736 [illegible]
CODIE L. NOBLE, his wife

BLOCK No.

Received for Record 19
at o'clock M. Same day recorded
in Liber No 135 Folio 470 &c.,
one of the Land Records of Anne Arundel
County, and examined per
Clerk.

Cost of Record, $ 4.00 Pd

Received for Record 21 day of March 1935, at 12 o'clock M and same day recorded in Liber F. A. M., No. [illegible] Land Records of Anne Arundel County,
Frank A. Munroe
Clerk.

TAXES PAID TO DEC. 31, 1935. C. A. HODGES, Treas.

Paid [illegible] 15th [illegible] 1934

Fund [illegible] 23rd Aug 1932 (5)

Deed [illegible] April 1932

I hereby certify [illegible] the property [illegible] this deed [illegible] [illegible] 1935.

R. Barry Arnold, Clerk.

21

DORIS RAFELSON, COMMITTEE OF CODIE L. NOBLE,	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
CODIE L. NOBLE	:	ANNE ARUNDEL COUNTY
	:	No. 10,461 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

June 21, 1952

Filed 23 June, 1952

Present:

Mr. James A. Crooks,)
) Solicitors for Plaintiff.
Mr. John H. Hopkins, IV,)

Mr. Winson G. Gott, Jr., Solicitor for Guardian ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Doris Rafelson, pages 2 to 6.

Wilbur T. Shawn, pages 6, 7.

Royal H. Wigley, pages 7, 8.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

22

Doris Rafelson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Crooks)

1. What is your full name and address?

A. Doris Rafelson, 711 31st Street, Southeast, Washington, D. C.

2. Were you, on the 15th day of August, 1951, appointed committee of the person and estate of Codie L. Noble by the United States District Court for the District of Columbia?

A. Yes.

3. I show you a certificate of appointment attached to the bill of complaint in this case and ask you to identify it?

A. That is my certificate of appointment.

(CERTIFICATE OF APPOINTMENT FILED AS EXHIBIT NO. 1 MARKED EXAMINER'S EXHIBIT 1)

4. You are the same person who filed in this proceeding a bill of complaint for the purpose of selling a piece of real estate in Anne Arundel County belonging to the incompetent?

A. Yes.

5. Do you know of any other property in the State of Maryland or Anne Arundel County owned by the incompetent?

A. No.

6. Are you familiar with that property?

A. Yes.

(Mr. Crooks: I would like to offer in evidence Deed dated 25 September, 1934 from William G. Williams and wife, et al. to Roy Noble and Codie L. Noble, his wife, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 135, folio 470. (MARKED EXAMINER'S EXHIBIT 2 AND FILED HEREWITH)

7. What relation is Codie L. Noble, the incompetent, to you?

A. My mother.

8. When was she committed as an incompetent?

A. In 1939.

9. Where?

A. At St. Elizabeth's Hospital in the District of Columbia.

23

10. Was that as a result of mental health proceedings in the United States District Court there?

A. Yes.

11. Has she been continuously confined to St. Elizabeth's Hospital since that time?

A. Yes.

12. Have you been advised of her present condition by the doctors and staff at St. Elizabeth's Hospital of the possibility of her recovery?

A. Yes, they advised me there is no possibility of her recovery.

13. Have you made inquiry as to the cost of her care and maintenance in that institution?

A. Yes.

14. What is the financial situation?

A. It is $140.00 a month, the present rate each month for her care.

15. Through the years that she has been confined there, was anything being paid by your father for her care?

A. No.

16. Was there an accrued amount there at the Hospital at the time of your father's death?

A. Yes.

17. When did your father die?

A. July 20, 1951.

18. Where did he die?

A. Upper Marlboro, Maryland.

19. Have you been advised by the District of Columbia the amount that is due for the care and treatment of your mother?

A. It is in the neighborhood of $15,000.00.

20. That amount has accrued since the time she entered there until the present time?

A. Yes.

21. Have you sold and converted all assets into cash in the District of Columbia?

A. Yes.

24

22. Did you make any payments to the District of Columbia?

A. Yes, $5000.00.

23. That leaves a balance of some $10,000.00?

A. Yes.

24. Will the proceeds of the sale of property in this County be applied towards the reduction of that deficit?

A. Yes.

25. As a result of the conversion of the assets in the District of Columbia and the paying out of the necessary debts of the incompetent, what do you have on hand in the bank at the present time?

A. $1100.00.

26. Out of that are there certain accrued expenses which you are paying?

A. Yes.

27. How much is it?

A. $40.00 a month.

28. You pay $40.00 on account of the $140.00 a month due the District of Columbia accruing each month?

A. Yes.

29. Is that by arrangement of the District of Columbia and by order of the District Court?

A. Yes.

30. Do you propose upon receiving these funds from the sale of this property if it is authorized by the Court to apply the proceeds towards the reduction of that indebtedness?

A. Yes.

31. Do you believe it is in the best interest of the estate to dispose of this piece of property?

A. Yes.

32. It has no income-producing features?

A. No.

33. Do you know anything about the taxes on the property?

A. I know they are in arrears.

25

34. Are there any other children besides yourself?

A. Not of Codie L. Noble.

35. Are you financially able to defray any expenses of your mother's care and treatment?

A. No.

36. You are her only child?

A. Yes.

37. You are familiar with the contract of Louise Benshaw for the purchase of this property for the amount of $1200.00 cash?

A. Yes.(CONTRACT FILED AS EXHIBIT NO. 3 MARKED EXAMINER'S EX. 3)

38. Have you received any other or higher offer for this property?

A. No.

39. Did you make some effort to obtain other offers?

A. No.

40. Are you familiar with the value of the property at all?

A. No.

41. Are you familiar with when this dwelling or shack was built on this property?

A. Yes.

42. How long ago was that?

A. About 17 or 18 years ago.

43. Your father was a cabinet maker by trade?

A. Yes.

44. Did he ever live in it?

A. No, only on weekends.

45. Did you spend weekends there with him and your mother?

A. Yes.

46. Are there any conveniences at all, toilet, sewerage, water, gas or electricity?

A. No.

47. Is the house finished inside?

A. With beaver boarding.

48. Do you know what type of flooring?

A. Just pine planks.

26

49. Could you give us the approximate size of the rooms?

A. One room is about 18 by 12 feet; the other room is very small, about 8 by 10 feet.

50. That is all that is in there?

A. That's all.

51. No basement?

A. No.

(Mr. Klawans)

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

****

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

(Mr. Hopkins)

1. State your name, address and occupation?

A. Wilbur T. Shawn, 15 School Street, Annapolis, Md., real estate broker.

2. How long have you been in the real estate business?

A. Three years.

3. Have you bought and sold real estate in Anne Arundel County?

A. For the last 40 years.

4. Are you familiar with the property which is the subject matter of this proceeding?

A. Yes definitely.

5. Have you inspected this property?

A. Yes two days ago.

6. Will you describe it?

A. It is approximately an acre of ground on the Crain Highway, fronting 172 feet on the Highway with an average depth of 275 feet. The property is in a commercial zone; there is a two room bungalow with no modern conveniences, frame, and I would value it at $2500.00.

7. Is there any heating system?

A. No, no improvements at all.

8. Is there any plumbing?

A. No.

9. What is the exact location of the property?

A. It is about a mile from Gambrills cross roads, adjoining the old County Road from Millersville to Conway.

10. In your opinion would you say the fair market value of the property would be in the neighborhood of $2500.00?

A. Yes.

11. In your opinion would you say that this property would be readily saleable at public auction?

A. In my opinion it would bring more than the twelve hundred dollar offer; I am confident of that.

12. Do you think it would be advantageous to sell it on the present market?

A. I think it would bring a much better price than $1200.00.

(Mr. Klawans)

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

****

Royal H. Wigley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. State your name and address?

A. Royal H. Wigley, 15 School Street, Annapolis, Md.

2. What is your occupation?

A. I have part-time experience with appraising property for the Enterprise Building and Loan Association.

3. How long have you been doing that?

A. Twenty-five years.

4. Are you familiar with values of real estate in Anne Arundel County?

A. I am.

28

5. Are you familiar with the property which is the subject matter of this proceeding?

A. I am.

6. When did you last examine this property?

A. June 19, 1952.

7. What does the property consist of?

A. Approximately one acre of ground and a small bungalow containing two rooms.

8. Where is it located?

A. On the Crain Highway on the old road leading from Millersville to Conway. This road is closed now. It fronts on the Crain Highway 172 feet and goes back about 275 feet.

9. In your opinion, what would be the fair market value of that property?

A. I would say approximately $2400.00.

10. Do you feel that the offer of Mrs. Benshaw of $1200.00 is less than the value of that property?

A. I think you could get more than her offer.

11. In your opinion, do you feel that a public sale of this property at auction would be more advantageous than to accept the offer of $1200.00?

A. I do.

12. What is the condition of the property?

A. The little house doesn't have any modern conveniences and it is not very large but a couple could use it as a little habitation.

13. Is it in good repair?

A. Fair I would say.

(MR. KLAWANS)

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

****

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

Witness my hand and seal this 23rd day of June, 1952.

Emanuel Klawans (SEAL)
Examiner

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

30

LIBER 81 PAGE 172

DORIS RAFELSON, Committee of Codie L. Noble, Plaintiff	I	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	I	
CODIE L. NOBLE Defendant	I	NO. 10,461 EQUITY

: : : : : :

DECREE

Upon consideration of the pleadings and evidence in this cause, and it appearing from the testimony that it will be to the interest and advantage of Codie L. Noble, non compos mentis, that the real estate described in these proceedings be sold; and it further appearing that the offer of Louise Benshaw, contract purchaser under agreement submitted for ratification, to purchase the property for the sum of $1200.00 cash, is not the best price that may be obtained for the said property; it is, this 7th day of July, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the Committee reject the offer of Louise Benshaw for purchase of the property mentioned in these proceedings; and

IT IS FURTHER ADJUDGED, ORDERED AND DECREED that the said Doris Rafelson, Committee, shall first file in the Circuit Court for Anne Arundel County a bond to the State of Maryland, executed by her, with a surety or sureties to be approved by this Court or the Clerk thereof, in the penalty of Three Thousand Dollars ($3000), conditioned for the faithful performance of the trust reposed in her by this Decree, or that may be reposed in her by any future order or decree in the premises. She shall then proceed without delay to sell, at either public or private sale, the real estate mentioned in these proceedings; provided that said property shall not be sold at private sale for less than its appraised value, and that if sold at public sale it shall be sold to the highest bidder, on the following terms: notice of such sale shall be given by advertisement at least once a week for not less than three weeks, prior

Filed 7 July, 1952.

31

to the date of the sale, in a newspaper published in Anne Arundel County; and there shall be such other notice as the said Committee shall deem proper, of the time, place, manner and terms of sale. A deposit of Five Hundred Dollars ($500.00) shall be required of the purchaser at the time and place of sale, the balance in cash upon ratification of the sale by this Court; taxes and other public charges shall be adjusted to date of settlement, and the cost of all documentary stamps borne by the purchaser. As soon as may be convenient after the sale, the said Committee shall return to this Court a full and particular account of her proceedings relative to said sale, with an affidavit annexed of the truth and fairness thereof; and upon ratification of said sale, and upon the payment of the whole purchase money and not before, the said Committee by good and sufficient deed to be executed and acknowledged according to law shall convey to the purchaser thereof, his, her or their heirs and assigns, the real estate mentioned in these proceedings, free, clear and discharged from the claims of the parties to this cause or of any person or persons claiming by, from or under them or either of them. The said Committee shall bring into this Court the money arising from said sale, to be disposed of under the direction and order of this Court, after deducting therefrom the costs of said sale and such commission to the Committee as this Court may deem proper to allow.

Benjamin Michaelson
Judge

32

LIBER 81 PAGE 174

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,461 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Doris Rafelson, of Anne Arundel County, State of Maryland, as Principal, and the Globe Indemnity Company, a body corporate 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 Three Thousand Dollars ($3,000.00), 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.

SIGNED, SEALED and dated this 11th day of August, 1952.

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 7th day of July, 1952, in a cause therein pending entitled "Doris Rafelson, Committee of Codie L. Noble," No. 10,461 Equity, it was among other things ordered that the above bounden Doris Rafelson be authorised to make sale of the real estate mentioned in these proceedings, upon her filing in the said Court a bond in the penalty of Three Thousand Dollars ($3,000.00) for the faithful performance of her duty, and the approval of said bond;

NOW, THEREFORE, THE CONDITION of the above obligation is such, That if the said Doris Rafelson shall duly account for whatever shall come into her hands as such Committee, and shall pay and apply the same from time to time as she may be directed by said Court, and shall obey such orderes as said Court may make in relation to said trust, and shall in all respects faithfully discharge the duties of said trust, then the above obligation shall be void; otherwise to remain in full force and virtue in law.

Witness:

Virginia Merritt

Virginia Merritt

as to both.

Doris Rafelson (SEAL)

Doris Rafelson, Principal

GLOBE INDEMNITY COMPANY, A BODY CORPORATE,

BY John H. Hopkins IV

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

Surety.

approved this 11 Aug, 1952

John H. Hopkins, 3rd, Clerk.

Filed 11 Aug, 1952

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

Committee's Sale

OF VALUABLE

REAL ESTATE

SITUATE ON CRAIN HIGHWAY, FOURTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ¾ MILE SOUTH OF MILLERSVILLE. ZONED HEAVY COMMERCIAL

By virtue of the power and authority vested in her by Decree of the Circuit Court for Anne Arundel County, in a cause entitled "Doris Rafelson, Committee of Codie L. Noble, Plaintiff, versus Codie L. Noble, Defendant," No. 10,461 Equity, Doris Rafelson, Committee, will offer at public sale at the Court House Door, Annapolis, Maryland, on

Thursday, August 28th, 1952

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

All that lot or parcel of ground containing one acre of land, more or less, with a frontage on the west side of the Crain Highway of 172 feet, more or less, with an average depth therefrom of approximately 250 feet, and more particularly described in a deed from William G. Williams, et al., to Roy Noble and Codie L. Noble, his wife, recorded March 21, 1935, in Liber F. A. M. No. 135 at Folio 170, of the Land Records of Anne Arundel County.

The property is improved by a two-room building in a fair state of repair.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time of sale, balance to be paid in cash upon the ratification of the sale by the Circuit Court for Anne Arundel County; taxes and other public charges shall be adjusted to date of settlement, the cost of all documentary stamps to be borne by the purchaser.

The Committee reserves the right to reject any and all bids.

For further particulars concerning this property you may refer to the following:

JAMES A. CROOKS, ESQUIRE,
925 Fifteenth Street, N. W.,
Washington 5, D. C.

J. DOUGLAS BRADSHAW, ESQUIRE
Citizens Bank Building
Takoma Park, Maryland

— OR —

JOHN H. HOPKINS, IV, ESQUIRE
15 School Street
Annapolis, Maryland.

DORIS RAFELSON,
Committee of Codie L. Noble.

Filed 30 Aug., 1952.

34

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that we have this 28th day of August, 1952, purchased the property mentioned in these proceedings from Doris Rafelson, Committee of Codie L. Noble, for the sum of Seventeen Hundred fifty And 00/100 DOLLARS ($1750.00) and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

Test: John H. Hopkins III

Wilbur T. Shawn
Naomi E. Shawn
Purchasers

Filed 30 Aug, 1952

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 28th day of August, 1952, sold the property mentioned in these proceedings to Wilbur T. Shawn & Naomi E. Shawn Pres. for the sum of Seventeen Hundred fifty And 00/100 DOLLARS ($1750.00); he being at that price the highest bidder therefor.

WITNESS my hand and seal.

Test: John H. Hopkins III

Geo. W. Scibbs
Auctioneer

35

DORIS RAFELSON, Committee of Codie L. Noble		EQUITY NO. 10,461
VS.		IN THE CIRCUIT COURT FOR
CODIE L. NOBLE		ANNE ARUNDEL COUNTY

: : : : : : :

REPORT OF SALE

OF

REAL PROPERTY

Filed 30 Aug., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Doris Rafelson, Committee of Codie L. Noble, respectfully shows:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County, dated July 7, 1952, and passed in a cause in said Court pending entitled "Doris Rafelson, Committee of Codie L. Noble, vs. Codie L. Noble," No. 10,461 Equity, the said Doris Rafelson, Committee, was authorized to sell the property described in said proceedings; and whereas the said Doris Rafelson, Committee, in pursuance of the power and authority vested in her by said decree, having given bond as security for the faithful performance of her trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for three successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said decree as required by law, did, by virtue of the power of sale contained in said decree, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Thursday, August 28, 1952, at Eleven o'clock a.m., and did then and there proceed to sell said property in the manner following, that is to say:

The said Committee offered at public sale to the highest bidder the property mentioned in said decree, and being more particularly described as follows:

36

All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County and described in a survey thereof made by Edward Hall, Jr., County Surveyor, in August 1932, as follows:

Beginning for the same at a point on the west side of the Crain Highway, said point of beginning being at the beginning of the conveyance from Wm. G. Williams, et al., to Wilbur C. Stephenson and wife as recorded on the 20th of July, 1933, in the Land Records of Anne Arundel County in Liber F.S.R. 97, folio 424, etc.; thence with the closing line of said conveyance northwesterly 182.63 feet to the center line of the old County road from Millersville to Conoways; thence with said center line of said County road southwesterly 222.65 feet; thence leaving said County road, southeasterly 323 feet to said side of said Crain Highway; thence with said side of said Highway, northeasterly 172.61 feet to the beginning; containing one (1) acre of land, more or less. Being that same property which was conveyed to Roy Noble and Codie L. Noble, his wife, by William G. Williams, et al., by deed recorded March 21, 1935, in Liber F.A.M. No. 135, at folio 470, among the Land Records of Anne Arundel County; the said Roy Noble having departed this life on the 20th day of July, 1951, leaving the said Codie L. Noble as survivor.

And the said Committee sold the above-described property to Wilbur T. Shawn and Naomi E. Shawn, his wife, for the sum of Seventeen Hundred Fifty Dollars ($1750.00), they being at that sum the highest bidder therefor; and said purchasers have complied with the terms of sale.

Respectfully submitted,

Doris Rafelson

Doris Rafelson, Committee of Codie L. Noble

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Doris Rafelson, Committee of Codie L. Noble, and duly acknowledged the foregoing Report of Sale to be true to the best of her knowledge and belief, and the sale therein reported to have been fairly made.

Witness my hand and seal notarial.

John [illegible]

Notary Public

37

LIBER 81 PAGE 179

ORDER NISI

DORIS RAFELSON, Committee of
Codie L. Noble

versus

CODIE L. NOBLE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,461 Equity

Filed 30 Aug., 1952.

Ordered, this 30 day of August, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Doris Rafelson, Committee of Codie L. Noble, ~~Trustees~~,

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

The report states that the amount of sales to be $ 1,750.00.

John W. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

DORIS RAFELSON, Committee of
Codie L. Noble

versus

CODIE L. NOBLE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 7 Oct., 1952

ORDERED BY THE COURT, This 7th day of October, 1952, that the sale made and reported by the ~~Trustee~~ committee 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~~ committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Mechanson
Judge

38

COMMITTEE'S SALE
OF VALUABLE
REAL E[S]TATE

Situate on Crain Highway, Fourth Election District of Anne Arundel County, Maryland, 3/4 mile South of Millersville. Zoned Heavy Commercial.

By virtue of the power and authority vested in her by Decree of the Circuit Court for Anne Arundel County, in a cause entitled "Doris Rafelson, Committee of Codie L. Noble, Plaintiff, versus Codie L. Noble, Defendant," No. 10,461 Equity, Doris Rafelson, Committee, will offer at public sale at the Court House door, Annapolis, Maryland, on

THURSDAY, AUGUST 28, 1952
AT 11:00 O'CLOCK, A. M.

All that lot or parcel of ground containing one acre of land more or less with a frontage on the west side of the Crain Highway of 172 feet more or less, with an average depth therefrom of approximately 250 feet, and more particularly described in a deed from William G. Williams, et al, to Roy Noble and Codie L. Noble, his wife, recorded March 21, 1952, in Liber F. A. M. No. 135 at folio 170, of the Land Records of Anne Arundel County.

The property is improved by a two-room building in a fair state of repair.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time of the sale, balance to be paid in cash upon the ratification of the sale by the Circuit Court for Anne Arundel County; taxes and other public charges shall be adjusted to date of settlement, the cost of all documentary stamps to be borne by the purchaser.

The Committee reserves the right to reject any and all bids.

For further particulars concerning this property you may refer to the following:

JAMES A. CROOKS, ESQUIRE
925 Fifteenth Street, N. W.,
Washington 5, D. C.

J. DOUGLAS BRADSHAW ESQUIRE
Citizens Bank Building,
Takoma Park, Maryland.

OR

JOHN H. HOPKINS, ESQUIRE
15 School Street,
Annapolis, Maryland.

GEORGE W. SCIBLE,
Auctioneer.

DORIS RAFELSON,
Committee of Codie L. Noble.

a-27

Filed 3 Sept., 1952

39

LIBER 81 PAGE 180 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. 30, 1952

We hereby certify, that the annexed

Committee's Sale

"Codie L. Noble"

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 28th day of August, 1952. The first insertion being made the 31st day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

LIBER 81 PAGE 181

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 30th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity No. 10,461

Codie L. Noble

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 6th day of Oct., 1952 The first insertion being made the 4th day of September, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 10,461 Equity

DORIS RAFELSON, Committee of Codie L. Noble

versus

CODIE L. NOBLE

Ordered, this 30 day of August, 1952. That the sale of the Property in these Proceedings mentioned, made and reported by Doris Rafelson, Committee of Codie L. Noble, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 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 6 day of October next.

The report states that the amount of sales to be $1,750.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy:

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

8-25

Filed 6 Oct, 1952

MG 1975

40

LIBER 81 PAGE 182

In the Case of

Doris Rafelson,
Committee of
Codie L. Noble,
VS.

Codie L. Noble

In the

Circuit Court

For

Anne Arundel County

No. 10,461 Equity

To the Honorable, the Judges of said Court:

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

Filed 6 Dec., 1952.

December 5, 1952

All of which is respectfully submitted.

Laura V. Dickling
Auditor.

41

Dr. Doris Rafelson, Committee of Codie L. Noble, vs. Codie L. Noble in ac.

To Committee for Commissions, viz:	85 25		85 25
To Committee 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	42 00		
George J. Crowley - Guardian ad litem's fee	4 00		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - stenographer's fee	8 00		
Auditor - stating this account	9 00		
			93 00
To Committee for Expenses, viz:			
Capital-Gazette Press - order of publication and notice to creditors	87 82		
Capital-Gazette Press - advertising sale	38 76		
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	12 00		
Royal H. Wigley - appraisal and testimony	25 00		
George W. Scible - auctioneer's fee	40 00		
John H. Hopkins, IV - fee for legal services rendered (Order 12/1/52)	100 00		
			327 78
To Committee for Taxes, viz:			
1950 State and County taxes	6 56		
1951 State and County taxes	14 43		
1952 State and County taxes ($6.05-adjusted)	5 33		
			26 32
Balance in hands of Committee, subject to further Order of Court	1,217 65		1,217 65
			1,750 00

42

with Doris Rafelson, Committee of Docie L. Noble Cr.

1952				
Aug.	28	Proceeds of Sale	1,750 00	1,750 00
				1,750 00

ORDER NISI LIBER 81 PAGE 185

Doris Rafelson,
Committee of Codie L. Noble
VERSUS
Codie L. Noble

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,461 Equity.

ORDERED, This 6 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 12 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 12 day of January next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th 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 [illegible] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
As. J.

Filed 6 Dec., 1952

Filed 13 Jan., 1953

44

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. Acct. - Equity Number 10,461 Codie L. Noble

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1953. The first insertion being made the 11th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,461 Equity
DORIS RAFELSON, Committee of
CODIE L. NOBLE
Vs.
CODIE L. NOBLE

Ordered, this 6 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 12th 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 12th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-25

Filed 13 Jan., 1953

No. M.G. 8860

45

LIBER 81 PAGE 186

IN THE MATTER OF THE	:	NO. 10,606 EQUITY
SALE OF THE MORTGAGED	:	IN THE CIRCUIT COURT
REAL ESTATE OF JOHN M. BURKE	:	FOR
AND THELMA M. BURKE, HIS WIFE	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

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

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

Filed 27 Oct., 1952.

1

LIBER 81 PAGE 187

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

No. 10,606 Equity

MORTGAGE

Purchase Money

THIS MORTGAGE, Made this fifteenth day of April, A. D. 19 47, by and between

JOHN M. BURKE and THELMA M. BURKE, his wife,

The Annapolis Banking & Trust Company

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of Nine Thousand, Three Hundred---------- Dollars ($ 9,300.00---), 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 Annapolis Banking & Trust Company, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-nine & 10/100---------- Dollars ($ 49.10------), commencing on the first day of June, 19 47, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1972. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) 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 the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at an iron pipe set on the South side of Riverside Drive, said point being located where the division line between Lots 3 and 4 of Block B, Section 1 of Loch Haven Beach, a plat of which is filed among the plat records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 11, intersects the South side of Riverside Drive; said point also being located South 72° 16' East, 104.19 feet from the coordinate point as shown on said plat, said point having the coordinates of North 1409.86 and West 1193.14; and running from the beginning point so fixed and with the South side of Riverside Drive, South 72° 16' East, 50 feet to a pipe; thence at right angles and with the division line between Lots 4 and 5, South 17° 44' East, 150 feet to a pipe set on the North side of River View Drive; thence with the same, North 72° 16' West, 50 feet to a pipe; thence with the division line between Lots 3 and 4, North 17° 44' East, 150 feet to the place of beginning.

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

Filed 27 Oct., 1952

Assign.

Received for Record 18 Day of Sept 1947 at 9 o'clock P.M. and the same day recorded in Liber J.H.H., No. 385 Fol. 223, Land Records of Anne Arundel County.

John H. Hopkins Clerk

2

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; and especially an electric refrigerator, electric range, electric water heater and electric dishwasher.

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple, subject, however, to restrictions of record.

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 consitute a waiver of the right to exercise it at any other time.

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage 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) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt secured hereby; and
(III) 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 an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the 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 any balance remaining in the funds accumulated under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or

Reconstruction Finance Corporation, hereinafter called RFC, successor in title to The RFC Mortgage Company, hereinafter called Company, pursuant to Assignment and Transfer from the Company to RFC dated July 1, 1947 and duly recorded among the Land Records of Anne Arundel County, Maryland on August 2, 1947, transferring and assigning all of the assets of the Company to RFC effective as of midnight June 30, 1947, for value received does hereby assign, without representation, recourse or warranty unto The Annapolis Banking

and Trust Company the within mortgage and debt thereby secured on the 9th day of September, 1947.

Witness:

George E. Booker, III

RECONSTRUCTION FINANCE CORPORATION

By W. B. Cloe (SEAL)

Its Attorney in Fact, pursuant to Power of Attorney dated February 5, 1942, and recorded among the Land Records Anne Arundel County in Liber 265, Folio 368.

W. B. Cloe

impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

LIBER 81 PAGE 189

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and 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 durchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30)---------- days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or William W. Townshend, Jr., , its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her 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 One Hundred-- Dollars ($100.00-----) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Susan Tillson
Susan Tillson

John M. Burke [SEAL]
John M. Burke

Thelma M. Burke [SEAL]
Thelma M. Burke

[SEAL]

[SEAL]

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this fifteenth day of April, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN M. BURKE and THELMA M. BURKE, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also personally appeared William W. Townshend, Jr., , the Attorney for 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

SUSAN TILLSON NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Susan Tillson
Susan Tillson

"For Value Received, The Annapolis Banking and Trust Company does hereby assign, without recourse, the within mortgage and debt thereby secured unto The RFC Mortgage Company.

"In Witness Whereof, The Annapolis Banking and Trust Company has caused this instrument to be executed by Andrew A. Kramer, its President, and its seal affixed and duly attested by G. W. Velenovsky, its Secretary, this fifteenth day of April, 1947.

THE ANNAPOLIS BANKING AND TRUST COMPANY

By Andrew A. Kramer (SEAL)
Andrew A. Kramer, President

ANNAPOLIS BANKING & TRUST CO. INCORPORATED 1865 ANNAPOLIS, MD. U.S.A.

G. W. Velenovsky
G. W. Velenovsky, Secretary"

STATE OF MARYLAND

PURCHASE MONEY

COUNTY MORTAGE

JOHN M. BURKE and
THELMA M. BURKE
TO
THE ANNAPOLIS BANKING & TRUST CO.,
A BODY CORPORATE

Received for Record April 16 1947 at 10-20 o'clock A. M. and recorded in Liber No. 385 Folio 217 etc., one of the Mortgage Records of Anne Arundel County and examined per

Cost of Records, $ 1.10

Clerk.

ASSIGNMENT

Recorded 1947 10-20 A.M.

Fee Received 385 Folio 222

Anne Arundel County Clerk

U. S. GOVERNMENT PRINTING OFFICE

P. Rec'd 340

90¢ 1.00 1.25 1.25

LIBER 81 PAGE 191 No. 10,606 Equity.

ATTORNEY'S SALE

of

VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a mortgage from John M. Burke and Thelma M. Burke, his wife, to the Annapolis Banking and Trust Company, dated April 15, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 385, Folio 222, 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, December 2, 1952

at 11 o'clock A.M.

All that lot of land known as Lot No. 4, Block B, Section 1, Riverside Drive, Loch Haven Beach, First Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at an iron pipe set on the South side of Riverside Drive, said point being located where the division line between Lots 3 and 4 of Block B, Section 1 of Loch Haven Beach, a plat of which is filed among the plat records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 11, intersects the South side of Riverside Drive; said point also being located South 72 degrees 16 minutes East, 104.19 feet from the coordinate point as shown on said plat, said point having the coordinates of North 1409.86 and West 1193.14; and running from the beginning point so fixed and with the South side of Riverside Drive, South 72 degrees 16 minutes East, 50 feet to a pipe; thence at right angles and with the division line between Lots 4 and 5, South 17 degrees 44 minutes East, 150 feet to a pipe set on the North side of River View Drive; thence with the same, North 72 degrees 16 minutes West, 50 feet to a pipe; thence with the division line between Lots 3 and 4, North 17 degrees 44 minutes East, 150 feet to the place of beginning.

BEING the same property conveyed to John M. Burke and Thelma M. Burke, his wife, by the Feuz Construction Company, Inc., by deed dated April 15, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 405, Folio 89.

The above property is subject to conditions and restrictions recorded in a deed from Loch Haven Beach, Inc., to Herbert Feuz, et al, dated September 18, 1946 and recorded among the aforesaid Land Records in Liber J.H.H. 377, Folio 284.

The above property is improved by a two-story frame, composition roof building with living room, kitchen and bath downstairs and two bedrooms upstairs, electricity, well and heated with floor space heater.

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.

Filed 27 Oct., 1952.

6

For further particulars, apply to:

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

Towns-Worth Building
Annapolis, Maryland

George W. Scible . . . . . Auctioneer

Maryland Gazette

October 30, November 6, 13, 20 and 27, 1952

7

LIBER 81 PAGE 193

In the Matter of the Mortgaged : No. 10,606 Equity
Real Estate of John M. Burke and : In the Circuit Court for
Thelma M. Burke, his wife. : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from John M. Burke and Thelma M. Burke, his wife, to the Annapolis Banking and Trust Company, dated April 15, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 605, Folio 4.		$ 7,971.35
Interest thereon to December 2, 1952, inclusive	$267.17	
Less expense account	135.91	
	$131.26	131.26
		$ 8,102.61

Filed 2 Dec., 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1952, before 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.

Alice C. Hudak
Alice C. Hudak, Notary Public

8

G 22056

LIBER 81 PAGE 194

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#10,606 Equity

B O N D

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 Eight Thousand Five Hundred Dollars ($8,500.00), 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of December, 1952.

WHEREAS by virtue of a power of sale contained in a mortgage from John M. Burke and Thelma M. Burke, his wife to Annapolis Banking and Trust Company, bearing date on or about the 15th day of April, 1947, 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 effects; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Patricia F. Grierson
Patricia F. Grierson

Patricia F. Grierson
Patricia F. Grierson

William W. Townshend, Jr. SEAL
William W. Townshend, Jr., Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety.

Approved this 2 dec, 1952
John H. Hopkins, 3rd, Clerk

Filed 2 dec, 1952.

9

GEORGE W. SCIBLE LIBER 81 PAGE 195 Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

IMPROVED REAL ESTATE

By virtue of a power of sale contained in a mortgage from John M. Burke and Thelma M. Burke, his wife, to the Annapolis Banking and Trust Company, dated April 15, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 385, folio 222, 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, December 2, 1952

AT 11 O'CLOCK, A.M.

All that lot of land known as Lot No. 4, Block B, Section 1, Riverside Drive, Loch Haven Beach, First Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Filed 2 Dec., 1952

BEGINNING for the same at an iron pipe set on the South side of Riverside Drive, said point being located where the division line between Lots 3 and 4 of Block B, Section 1, of Loch Haven Beach, a plat of which is filed among the plat records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 11, intersects the South side of Riverside Drive; said point also being located South 72 degrees 16 minutes East, 104.19 feet from the coordinate point as shown on said plat, said point having the coordinates of North 1409.86 and West 1193.14; and running from the beginning point so fixed and with the South side of Riverside Drive, South 72 degrees 16 minutes East, 50 feet to a pipe; thence at right angles and with the division line between Lots 4 and 5, South 17 degrees 44 minutes East, 150 feet to a pipe set on the North side of River View Drive; thence with the same, North 72 degrees 16 minutes West, 50 feet to a pipe; thence with the division line between Lots 3 and 4, North 17 degrees 44 minutes East, 150 feet to the place of beginning.

BEING the same property conveyed to John M. Burke and Thelma M. Burke, his wife, by the Feuz Construction Company, Inc., by deed dated April 15, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 405, folio 89.

The above property is subject to conditions and restrictions recorded in a deed from Loch Haven Beach, Inc., to Herbert Feuz, et al, dated September 18, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. 377, folio 284.

The above property is improved by a two-story frame, composition roof building with living room, kitchen and bath downstairs and two bedrooms upstairs, electricity, well, and heated with floor space heater, water heater, dishwasher, range and refrigerator.

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,
Annapolis, Maryland.

10

Annapolis, Maryland
December 2, 1952

This is to certify that I have this 2nd day of December, 1952, sold the property described by said advertisement in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 4, Block B, Section 1, Riverside Drive, Loch Haven Beach, to The Annapolis Banking and Trust Company, a body corporate,

at and for the sum of Six Thousand Dollars ($6,000.00) being then and there the highest bidder for said property.

George W. Scible, Auctioneer.

Filed 2 Dec, 1952.

Annapolis, Maryland
December 2, 1952

I hereby certify that I have this 2nd day of December, 1952, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the First Election District of Anne Arundel County, State of Maryland, and more particularly described as Lot No. 4, Block B, Section 1, Riverside Drive, Loch Haven Beach, at and for the sum of

Six Thousand ($6,000.00) Dollars and do hereby agree to comply with the terms of sale.

ANNAPOLIS BANKING AND TRUST COMPANY

By: T. Carroll Worthington, Agent

T. Carroll Worthington, Purchaser

In the Matter of the Mortgaged	:	No. 10.606 Equity
Real Estate of John M. Burke and	:	In the Circuit Court for
Thelma M. Burke, his wife.	:	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 John M. Burke and Thelma M. Burke, his wife, to the Annapolis Banking and Trust Company, dated April 15, 1947, 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, 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, December 2, 1952, at 11:00 o'clock A.M., and then and there sold the said property to The Annapolis Banking and Trust Company, a body corporate, at and for the sum of Six Thousand ($6,000.00) Dollars, being at that figure the highest bidder therefor, said property being the following:

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, known as Lot No. 4, Block B, Section 1, Riverside Drive, Loch Haven Beach, and more particularly described as follows:

Filed 2 Dec., 1952

12

BEGINNING for the same at an iron pipe set on the South side of Riverside Drive, said point being located where the division line between Lots 3 and 4 of Block B, Section 1, of Loch Haven Beach, a plat of which is filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Plat 11, intersects the South side of Riverside Drive; said point also being located South 72 degrees 16 minutes East, 104.19 feet from the coordinate point as shown on said plat, said point having the coordinates of North 1409.86 and West 1193.14; and running from the beginning point so fixed and with the South side of Riverside Drive, South 72 degrees 16 minutes East, 50 feet to a pipe; thence at right angles and with the division line between Lots 4 and 5, South 17 degrees 44 minutes East, 150 feet to a pipe set on the North side of River View Drive; thence with the same, North 72 degrees 16 minutes West, 50 feet to a pipe; thence with the division line between Lots 3 and 4, North 17 degrees 44 minutes East, 150 feet to the place of beginning.

BEING the same property conveyed to John M. Burke and Thelma M. Burke, his wife, by the Feuz Construction Company, Inc., by deed dated April 15, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 405, Folio 89.

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.

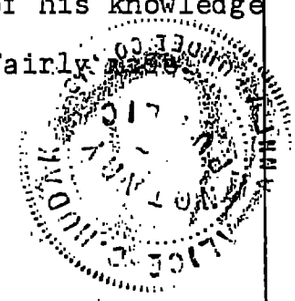
William W. Townshend, Jr.,
Attorney named in Mortgage

13

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 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 he made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.



Alice C. Hudak

Alice C. Hudak, Notary Public

LIBER 81 PAGE 200

ORDER NISI

In The Matter Of The Sale Of The
Mortgaged Real Estate Of

~~XXXXXX~~

John M. Burke And
Thelma M. Burke, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,606 Equity

Filed 2 Dec., 1952

Ordered, this 2 day of December, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of January next.

The report states that the amount of sales to be $6,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In The Matter Of The Sale Of The
Mortgaged Real Estate Of

~~XXXXXX~~

John M. Burke And
Thelma M. Burke, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 13 Jan., 1953.

ORDERED BY THE COURT, This 13th day of January, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

15

LIBER 81 PAGE 201

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of John M. Burke and Thelma M. Burke, his wife Plaintiff vs. Defendent	No. 10,606 Equity In the Circuit Court for Anne Arundel County

STATE OF MARYLAND, ANNE ARUNDEL County, Sct:

I, William W. Townshend, Jr., being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether John M. Burke and Thelma M. Burke, his wife, the Defendant s in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 35 years of age, is married, has one child, lives with at is employed by the United States Government at Washington, D. C. and has been so employed for about five years

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within thirty days * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this second day of December, 1952

William W. Townshend, Jr. Affiant.

Alice C. Hudak, Notary Public.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed 7 Jan., 1953.

16

LIBER 81 PAGE 202 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 - Sale

Equity Number 10,606

John M. Burke

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 January, 1953. The first insertion being made the 11th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 8861

17

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,606 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JOHN M. BURKE And THELMA M. BURKE His Wife.

Ordered, this 2nd day of December, 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 12th 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 12th day of January next.

The report states that the amount of sales to be $6,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-1

Filed 12 Jan., 1953

LIBER 81 PAGE 203

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
John M. Burke
and
Thelma M. Burke, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,606 Equity

To the Honorable, the Judges of said Court:

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

Filed 14 Jan., 1953

January 14, 1953

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

14

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John M. Burke and Thelma M. Burke, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	210	00	310	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	50		
Auditor - stating this account and extra copy	13	50	45	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	62	50		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	34	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Alice C. Hudak - notary fees	1	50	143	29
To Annapolis Banking & Trust Company, mortgagee - this balance on account mortgage claim	5,506	93	5,506	93
			6,005	22
Amount of mortgage claim filed	8,102	61		
Cr. Amount allowed as above	5,506	93		
Balance subject to decree in personam	2,595	68		

19

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

1952				
Dec.	2	Proceeds of Sale	6,000 00	6,000 00
		Refund 1952 State and County taxes ($64.70 -adjusted to day of sale)	5 22	5 22
				6,005 22

20

LIBER 81 PAGE 206

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate ~~VERSUS~~ of John M. Burke and Thelma M. Burke, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,606 Equity.

Filed 14 Jan., 1953

ORDERED, This 14 day of January, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of February next.

John H. Hopkins, 3rd, Clerk

Filed 24 Feb., 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 1953 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

21

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 11th 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,606 John M. Burke

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of February, 1953 The first insertion being made the 22nd day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 24 Feb., 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,606 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JOHN M. Burke And THELMA M. BURKE, His Wife.

Ordered, this 14th day of January, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

22

SELBY BAY YACHT CLUB, INCORPORATED a Maryland corporation Edgewater Post Office Anne Arundel County, Maryland	:	IN THE
	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL
vs.	:	COUNTY
J. HOWARD EAST 1817 West Baltimore Street Baltimore, Maryland	:	Equity No. 10,510
	:	

Filed 26 June, 1952

BILL OF COMPLAINT FOR SPECIFIC PERFORMANCE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator complaining, says:

1. That heretofore, to wit on the 24th day of March, 1952, the defendant being seised and possessed of a certain tract of land in the First Election District of Anne Arundel County situate on Turkey Point Road on Little Island, Mayo, and containing about 1 3/4 acres with the improvements thereon, entered into a written contract of sale with a certain M. Sullivan wherein the defendant agreed to sell to M. Sullivan the aforesaid tract of ground for the sum of $21,000 and upon the terms and conditions set forth in said contract of sale. Said contract of sale is filed herewith marked "Complainant's Exhibit No. 1" and is prayed to be taken as a part of this Bill of Complaint.

2. That said property is known as the "J. Howard Bast Property", formerly the "Leroy Mark Property" and is more particularly described in a deed from Helen Shaffer Mark, widow, to J. Howard Bast and Vivian V. Bast, his wife, dated May 18, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 215, folio 455, a certified copy of which deed is filed herewith marked "Complainant's Exhibit No. 2" and is prayed to be taken as a part of this Bill of Complaint. The said J. Howard Bast subsequent to the execution of said deed acquired the entire fee simple interest.

3. That the said M. Sullivan in entering into said contract of sale was acting as agent for and on behalf of your Orator, which the defendant knew; and the said M. Sullivan

ROUSE AND MORTON
BALTIMORE 2, MARYLAND
ATTORNEYS AT LAW

on May 26, 1952, assigned said contract to your Orator, as will appear by reference to Complainant's Exhibit No. 1.

4. That the contract of sale provided that the vendee deposit the sum of $500 upon the execution thereof, to be applied as part payment of the purchase price; that $6,000 in cash be paid to the vendor at the date of conveyance, of which the deposit should be a part, and that the remaining balance of $15,000 be secured by a first deed of trust on said property, said first deed of trust to contain the provisions and terms as set forth in said contract of sale.

5. That the aforesaid sum of $500 was paid to the defendant upon the execution of said contract of sale and the plaintiff has tendered to the defendant the additional amount of $5,500 cash, which, according to the terms of said contract of sale, was to be paid at the date of conveyance; and the plaintiff and M. Sullivan, its assignor, are ready, willing and able to comply with all the other requirements of said contract on the part of the vendee to be performed, including the execution of the aforementioned deed of trust, but the said defendant refuses to accept the additional sum of $5,500 in cash and the first deed of trust and to make a conveyance of said property to your Orator as he rightfully should do.

6. That your Orator has no adequate remedy at law and unless this Honorable Court assumes jurisdiction and specifically enforces the aforesaid contract of sale, your Orator will suffer great and irreparable loss and injury.

WHEREFORE, YOUR ORATOR PRAYS:

1. That the said contract of sale may be specifically enforced and that the said J. Howard Bast, defendant, may be ordered to convey unto your Orator the aforesaid premises in accordance therewith upon payment of the balance of the purchase money required to be paid in cash and the execution of the first deed of trust as set forth therein.

ROUSE AND MORTON
BALTIMORE 3, MARYLAND
ATTORNEYS AT LAW

2. That your Orator may have such other and further relief as the nature of its case may require.

AND AS IN DUTY BOUND, ETC.

Rouse and Morton

Rouse and Morton
12 Church Circle
Annapolis, Maryland

SELBY BAY YACHT CLUB, INCORPORATED

BY George Meyerson
Commodore

~~STATE OF MARYLAND~~
DISTRICT OF COLUMBIA
~~COUNTY OF~~

I HEREBY CERTIFY that on this 23 day of June 1952, before me a subscriber, in and for the ~~County aforesaid, State~~ District of Columbia aforesaid, personally appeared George Meyerson, Commodore of the Selby Bay Yacht Club, Incorporated, and made oath in due form of law that the matters and facts contained in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Walter Podrog
Notary Public

Walter Podrog
NOTARY PUBLIC
My Commission Expires Oct. 31, 1953.

ROUSE AND MORTON
BALTIMORE 3, MARYLAND
ATTORNEYS AT LAW

"COMPLAINANT'S EXHIBIT NO. 1"

SALES CONTRACT

OFFICIAL STANDARD FORM 6470

WESTLAND PRINTING AND STATIONERY CO., SILVER SPRING, MD.
13774—4-51

LIBER 1 81 PAGE 210

March 24, 1952

Received from M. Sullivan

a deposit of five hundred Dollars ($500.00)

to be applied as part payment of the purchase of ~~Lot xxxxxxxxxx in Square~~ approx. 1 3/4 acres with improvements thereon known as ~~No.~~ J. Howard Bast property, formerly the Leroy Mark Prop. on Turkey Point Road on Little Island, Magnolia, Anne Arundel County

Said tract contain about 1 3/4 acres and has about 700 feet of water frontage

in the State of Maryland, upon the following terms of sale:

Total price of property Twenty One Thousand Dollars ($21,000.00).

The purchaser agrees to pay Six Thousand Dollars ($6,000.00) cash at the date of conveyance, of which sum this deposit shall be a part.

~~The purchaser is to assume, give, place, take title subject to, a first deed of trust encumbering the premises for~~ If this property can't be used as a yacht Club - this Contract is void at the option of the purchasers ~~Dollars ($)~~ ~~due~~ , 195 ~~bearing interest at the rate of percent per annum, payable~~

Property sold "as is" including furniture and equipment now in premises, except the following itemiz ed furniture

This offer to be null and void, if not accepted within five (5) days. of $15,000.00

The balance of deferred purchase money is to be secured by a first deed of trust on said property, to be paid in monthly installments of One Hundred twenty five Dollars ($125.00), or more, including interest at the rate of five per cent per annum, 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 principal.

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within sixty days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of (Name of Broker) or attorney or at the Title Company searching the title, and deposit with the Title Company or with a ttorney searching title (Name of Broker) of the purchase money, the deed of conveyance for execution and such other papers as are required by either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed. Property is sold subject to an existing tenancy as follows: none

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by sufferance of the purchaser and hereby waives all notice to quit, as provided by the law. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinance or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to Charles E. Riordon (Name of Broker) his agent, the regular rate of commission amounting to $ 1,000 #, and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Chas. E. Riordan
(Agent)

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

J. Howard Bast (Seller) M. Sullivan (Purchaser)

(Seller) (Purchaser)

Date of acceptance April 1st, 1952 (Address of Purchaser) (Phone)

Property to be conveyed in the name of

Complainants Exhibit No. 1.

Filed 26 June, 1952

Pl. 2.

Sales Contract

REAL ESTATE

BETWEEN

AND

Purchaser

Owner

195

LIBER 81 PAGE 211

WESTLAND PRINTING & STATIONERY COMPANY — SILVER SPRING, MARYLAND

May 26, 1952

For value received I hereby assign all my right, title and interest in and to the within contract to Selby Bay Yacht Club, Incorporated.

As witness my hand and seal.

M. Sullivan (SEAL)

M. Sullivan

5

"COMPLAINANT'S EXHIBIT NO: 2"

Int. Rev. Stamp $9.50 - Md. State Stamp $9.50

THIS DEED, Made this 18th day of May, in the year one thousand nine hundred and forty by and between Helen Shaffer Mark, widow of Washington, District of Columbia, of the first part, and J. Howard Bast and Vivian V. Bast, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Helen Shaffer Mark, widow, doth grant and convey unto the said J. Howard Bast and Vivian V. Bast, his wife, their heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:-

Filed 26 June, 1952

BEGINNING for the same at a pipe previously set on the north side of a twenty-five foot road, with use in common, now a thirty foot county road, which point of beginning is at the end of the north eighty-nine degrees fifty-one minutes west 291.17 foot line of the conveyance from Raphael G. Grillo to Vincent Grillo as recorded in Liber F.A.M. No. 138 folio 395, on the 29th day of April 1935; thence, leaving the lines of the said conveyance, with said side of said road, and with the closing line of the land described in a mortgage from Raphael G. Grillo to Leander Jackson, as recorded in Liber F.A.M. no. 138 folio 566, north eighty nine degrees fifty one minutes west 121.5 feet to a pipe; thence leaving said road north no degrees nine minutes east 109.2 feet to a pipe set on the shore line of Selby Bay; thence with the shore line of said Bay north seventy-five degrees nineteen minutes east 125.65 feet to intersect the north no degrees nine minutes east line of the conveyance to Vinvent Grillo, extended; thence leaving said Bay and with said line, reversed, south no degrees nine minutes west one hundred and forty-one and five tenths feet to the beginning. Containing thirty-four one-hundredths (.34) of an acre of land, more or less, according to a survey and plat thereof made by Edward Hall, Jr., County Surveyor, in November 1936, said plat intended to be recorded with this deed among the Land Records of Anne Arundel County. Being a part of the property which was conveyed to Raphael G. Grillo by J. Clayton Brewer, single, et al by deed dated the 22nd day of

Complainant's Exhibit No. 2.

October 1919, and recorded among the aforesaid land records in Liber W.N.W. No. 26 folio 23.

BEING the same lot of ground described in a deed dated the seventh day of November, 1938, which was granted and conveyed by Raphael G. Grillo, widower, unto Helen Shaffer Mark and Leroy Mark, her husband, (the said Leroy Mark, having since departed this life), which deed is recorded among the Land Records of Anne Arundel County, in Liber F.A.M. No. 156 folio 331.

BEGINNING for the second of said lots at a stone on the shore of Selby Bay (said stone being at the beginning of the description of the line of agreement between Grillo and Busick, as recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 74 folio 427 etc.) thence with the lines of said agreement south fifty-five degrees twenty-four minutes west sixty-one and seven tenths feet to a stake on the north side of a twenty-five foot road, and north eighty-nine degrees fifty-One minutes west 291.17 feet to a pipe on the north side of said road; thence leaving said road north no degrees nine minutes east 134.6 feet to a stake on the shore line of Selby Bay; thence with the shore line of said bay the following: north seventy-two degrees seventeen minutes east 301.2 feet; south forty five degrees twelve minutes east 29.9 feet, and south eleven degrees four minutes east 175.0 feet to the beginning. Containing 1.37 acres of land, more or less according to a survey and plat of the same made by Edward Hall, Jr., County Surveyors, in November 1933.

BEING the same lot of ground described in a deed dated the 24th day of June 1936, which was granted and conveyed by Louis Haron and Eva Naron his wife, unto Leroy Mark and Helen Shaffer Mark, his wife, (the said Leroy Mark having since departed this life) which deed is recorded among the Land Reprds of Anne Arundel County in Liber F.A.M. No. 151 folio 485.

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

7

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with rights, peivileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said J. Howard Bast and Vivian V. Bast, his wife, their heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantor.

TEST:

Charles E. Riordan Helen Shaffer Mark (SEAL)

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:-

I HEREBY CERTIFY, That on this Eighteenth day of May, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City and District aforesaid, personally appeared Helen Shaffer Mark, widow, the above named grantor, and she acknowledged the foregoing Deed to be her act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Ethel E. Gass

Notary Public, D.C.

Recofded 25th May, 1940, at 9:50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No.215 Folio 455 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 June A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk.

LIBER 81 PAGE 216

SELBY BAY YACHT CLUB, INCORPORATED
a Maryland Corporation
Edgewater Post Office
Anne Arundel County, Maryland

vs.

J. HOWARD BAST
1817 West Baltimore Street
Baltimore, Maryland

No. 10,510 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

Filed 9 Oct., 1952.

The Defendant, J. HOWARD BAST,

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

It is thereupon this 9th 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 defendant.

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

Benjamin Michaelson
Judge

10

LIBER 81 PAGE 217

Petition filed Oct 14 1952

SELBY BAY YATCH CLUB, Inc.
Edgewater, Maryland

vs.

J. HOWARD BAST
Baltimore, Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 10,510

* * * * * * * * * *

PETITION TO STRIKE OUT DECREE PRO CONFESSO AND PETITION TO FILE AN ANSWER * AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Petitioner, by William J. Boehm, his Soliciter, respectfully shows:

1. That he was duly served with a copy of the Bill of Complaint and upon inquiry he was informed that said case was "dropped", by one of the officials of said corporation.

2. That upon further investigation, your Petitioner was informed by the Clerk of Court that said case was pending and a Decree Pro Confesso had been entered against him.

Wherefore, your Petitioner prays:

That the Decree Pro Confesso entered in the above entitled case be stricken out and that leave may be granted to him to file an answer in the aforesaid proceedings.

AND AS IN DUTY BOUND, etc

William J. Boehm
Soliciter for Defendant
160 South Street, Annapolis, Md.

ORDER OF COURT

Upon the aforegoing petition, it is this 14th day of October, 1952, by the Circuit Cour t for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED that the Decree Pro Confesso be stricken out and leave be granted to J. Howard Bast to file an answer or other defense in this proceeding within 10 days after service of a copy of this Petition and order on Selby Bay Yatch Club or Rouse and Morton, Esqs. its Soliciters unless cause to the contrary be shown on or before the 30th day of October 1952.

Filed 14 Oct, 1952.

Benjamin Michaelson
Judge

11

SELBY BAY YACHTTCLUB, INCORPORATED, a Maryland Corporation, Edgewater Post Office, Anne Arundel County, Maryland.

vs.

J. HOWARD BAST, 1817 West Baltimore Street, Baltimore City, Maryland.

No 10,510 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

* * * * * * * * *

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Respondent, in answer to the above entitled cause, respectfully says:

1. That he admits the allegations of facts as set forth in Paragraph 1 of the Bill of Complaint, but in further answer thereto says:

(a) That your Respondent, at the time of signing of said contract, was ill and mentally and physically upset and thought he was to receive the sum of $1025.00 per month as payment instead of $125.00 monthly payment; that due to his condition at the time of signing of said contract, he did not read the contract nor examined the same, but relied on the representations and statements of Charles E. Reardon who was to look after the interest of your respondent; and that said contract was signed on Sunday, May 11, 1952, and that your respondent upon learning the purpose of the contract was sell to the Complainants herein or to be used other than the purpose or intent expressed to your respondent, he immediately telephoned the office of Charles E. Reardon to cancel the contract and left word with the secretary to inform said Charles Reardon of the cancellation. That upon receiving no response from said Charles E. Reardon, the Respondent mailed by registered mail, notice of cancellation and returned the down payment with said letter.

(b) That your Respondent was told that there would be no alcoholic beverages sold on the premises by the purchasers, or their assignees, and upon investigation, he found that the intent of the purchaser and Charles E Reardon, or their assignees was to have alcoholic beverages sold on said premises; and

(c) That the said Charles E. Reardon, Agent of M. Sullivan,

Filed 30 Oct., 1952

12

the Assignor of said Contract of Sale(your Respondent believeing that Charles Reardon was his agent at the time of signing of said contract) did misrepresent to your Respondent the true nature of the entire contract and did not disclose all pertinent facts thereto relating, and took advantage of your Respondent's illness and his mental condition in inducing him to sign the said contract.

2. In answer to paragraph 2 of said Bill of Complaint, your Respondent admits the matters andfacts as therein set forth.

3. Answering paragraph 3 of said Bill of Complaint, your Respondent denies that he knew that Charles E. Reardon was acting as agent for, or on behalf, the Selby Bay Yacht Club, Incorporated, but thought that Mr. Reardon was acting for and on his behalf and at a later date he was informed that Mr. Reardon was acting as agent for M. Sullivan, or acting on his behalf.

4. That he admits that a deposit of $500.00 was given to him upon execution of said contract; and he also admits that $6000.00 in cash was to be paid to your Respondent on date of settlement and he admits that the remaining balance of $15,000, was to be secured by a Deed of Trust on said property; but, in futher answer to said paragraph 4, says that $1025.00 a month was to be paid on said Deed of Trust, instead of the $125.00 as shown in said contract.

5. In answer to paragraph 5, your respondent admits that a sum of $500.00 was paid to him on execution of the Contract of Sale, but when your respondent learned of all the facts relative to the indueing of your respondent to sign the contract of sale, he immediately notify Mr. Reardon of the cancellation as well as returned the $500.00 on or about May 23, 1952, and has refused to execute a deed or accept a mortgage offered in payment of said property.

Wherefore, Having fully answered the said Bill of Complaint, as he has been advised, your Respondent respectfully prays:

A. That because of said misrepresentation by said Charles E. Reardon, in inducing your said Respondent to sign said Contract of Sale, that said Contract of Sale be declared null and void and that specific performance of same be denied; and

B That your Honorable Court dismiss this suit with costs.

AND AS IN DUTY BOUND, etc.

J Howard Bast

J Howard Bast, Respondent

William J Boch

Solicitor for Respondent

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 30 day of October, 1952, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared J Howard Bast, Respondent in the above entitled case, and made oath in due form of law that the matters and facts alleged in the aforegoing Answer to the Bill of Complaint are true and correct as therein stated to the best of his information knowledge and belief.

As witness my hand and seal Notarial,

William J Boch

Notary Public

I hereby certify that I mailed a copy of the Answer to the Bill of Complaint to Rouse and Morton, Solicitors for the Complainant, at 12 Church Circle, Annapolis, Maryland, this day of October, 1952.

William J Boch

Solicitor for Respondent

Selby Bay Yacht Club, Inc., a Maryland Corporation	)(	No. 10,510	Equity
	)(	In the Circuit Court	
vs.	)(	for	
	)(	Anne Arundel County	
J. Howard Bast	)(		
	)(		

Filed 30 Dec., 1952

O P I N I O N

The plaintiff, Selby Bay Yacht Club, Inc., has sued the defendant, J. Howard Bast, for specific performance of a written contract for the sale of certain real estate situated at Turkey Point in Anne Arundel County, Maryland.

The evidence in the case shows that the defendant and one, M. Sullivan, entered into a written agreement, dated March 24, 1952, and accepted April 1, 1952, for the sale of about one and three-fourths acres of land and improvements, situated at Turkey Point, near Mayo, in Anne Arundel County, for the purchase price of Twenty-one Thousand Dollars, and a deposit of $500.00 was made by the purchaser with the seller, through Charles E. Riordan, a real estate agent, who negotiated the sale. By the terms of the agreement, it was provided "If this property can't be used as a yacht club - this contract is void at the option of the purchaser". The purchaser agreed to pay an additional $5,500.00 onthe date of conveyance of the property, and the balance of the purchase money was to be secured by a first deed of trust of $15,000., to be paid in monthly installments of $125.00, including interest at the rate of five per cent per annum, and each installment payment was to be applied, first, to the payment of interest on the amount of principal remaining unpaid, and the balance credited to principal. The seller also agreed to pay

15

the real estate agent a commission amounting to $1,000., and full settlement was to be completed within sixty days from the date of accpetance of the agreement, April 1, 1952. This contract was assigned by M. Sullivan to Selby Bay Yacht Club, Inc., on May 25, 1952.

It appears from the testimony that M. Sullivan was an agent of the plaintiff, the Selby Bay Yacht Club, and was the secretary of Mr. Walter Podrog, Fleet Captain of the Club, and that the property was desired by the members of the Club as a place for the Club members to keep their boats, and to operate a social club. It was not intended that alcoholic beverages would be sold on the premises. He stated that the Club did not intend to apply for an alcoholic beverage license.

Mr. Riordan stated that on March 24, 1952, he took the written agreement, which had already been signed by M. Sullivan, from Mr. Podrog and proceeded to get in touch with Mr. Bast, the defendant. Before seeing Mr. Bast, Mr. Riordan received a telephone call from Mr. Podrog later the same day directing him to insert the proviso that, if the property could not be used as a yacht club, the contract would be void at the option of the purchaser. Mr. Riordan states that he saw Mr. Bast at the latter's home on April 1, 1952, and gave him the agreement; that Mr. Bast read it and signed it, and that he gave Mr. Bast $500. in cash. He also took two other copies to Mr. Bast to be signed later the same day.

On March 31, 1952, Mr. Bast wrote a letter to the Anne Arundel County Zoning Commissioner requesting an extension of the Heavy Commercial Zone on part of his property to include the balance of the property. In this letter he mentioned that "I am negotiating now with a private yacht club to use my property for their purposes", and he requested action as soon as possible.

It also appears that when the neighbors learned that Mr. Bast had contracted to sell his property for use as a yacht club, they registered strenuous objections to the sale, and he was worried. As a result he wrote a letter to Mr. Riordan, the real estate agent, in which he stated he had been trying to call Mr. Riordan's office to cancel the contract, and stating that he could not see fit to sell the property for use as a club, and he would not want to see the neighbors' property values affected.

The plaintiff was ready for settlement for the purchase of the property on May 27, 1952, but Mr. Bast did not showup for the settlement. Then, about a month later, this suit was filed.

The plaintiff claims it is entitled to have the contract of sale specifically enforced; the defendant contends that he should not be required to perform his part of the contract because the neighbors object, and because there is an intention to sell alcoholic beverages on the premises, and because he was not fully informed of all the facts. In the letter of May 23, 1952, he does admit that Mr. Riordan "did not intend to misrepresent the real purpose for which the property was to be used."

A suit for the specific performance of a contract is addressed to the sound discretion of the Court, and a decree for such relief is not a matter of right ex debito justitiae. However, the discretion is not arbitrary, but is controlled by established principles of equity. Schoenlein vs. Pumphrey, 183 Md. 340.

In order to merit the interposition of a Court of Equity specifically to enforce a contract, the contract must be fair, just, reasonable, bona fide, certain in all its parts, and made upon a good or valuable consideration. Miller, Equity Procedure, Par.679.

There is nothing ambiguous about the written agreement (Plaintiff's Exhibit No. 1) in this case. Its terms are certain. While it is true that the defendant stated that he understood the monthly amortization payment was to be $1,025., instead of $125.,

17

he cannot now be heard to complain, since he admitted he read the contract before he signed it. Also, he raised no question about it until he had decided he did not intend to complete his part of the transaction. A written contract of sale is conclusive as to the time, mode and terms of payment, and such provisions cannot be varied or contradicted by parol, unless there is evidence of fraud, duress, or a mutual mistake.

Hoffman vs. Chapman, 182 Md. 208;
Trotter vs. Lewis, 185 Md. 533.

The evidence shows that the plaintiff appeared on the day set for settlement and was ready to carry out its agreement. (Plaintiff's Ex. No. 1 - check) The defendant shows only that outside interference, or the objections of his neighbors, has caused him to change his mind, and to be unwilling to complete the transaction. He knew, as early as March 31, 1952, that the property was to be used as a yacht club.

Just as a meeting of the minds is necessary to make a contract, so is it necessary that there be a meeting of the minds to rescind a contract, after it has been made, in the absence of fraud, duress or undue influence.

McKeever vs. Realty Corporation,
183 Md. 220.

There is no evidence in this case of any fraud, duress or undue influence. The Agent, Mr. Riordan, may properly be designated as the agent of Mr. Bast, since Mr. Bast agreed to pay him a commission of $1,000, for making the sale. There is no evidence that Mr. Riordan, as agent, did anything to defraud or coerce the defendant, as his principal. In signing the contract of sale, accepting the payment of the deposit, and writing the

18

letter to the Zoning Commissioner, the defendant has placed himself in the position of having approved and ratified everything that was proper and requisite to negotiate a bona fide sale of the property.

The proof in this case is clear and explicit, and there is no valid reason to deny specific performance of the contract.

A decree will be signed in accordance with the views herein set forth.

Benjamin Michaelson
JUDGE

19

Selby Bay Yacht Club, Incorporated, a Maryland Corporation	)(	No. 10,510 Equity
	)(	In the Circuit Court
vs.	)(	for
	)(	Anne Arundel County
J. Howard Bast	)(	

D E C R E E

Filed 30 Dec., 1952

This cause having been heard in open Court, counsel for the parties were heard, and the proceedings fully considered by the Court.

It is thereupon ADJUDGED, ORDERED AND DECREED this thirtieth day of December, 1952, by the Circuit Court for Anne Arundel County, in Equity, that the contract between the plaintiff and the defendant be specifically enforced; and it is further ADJUDGED, ORDERED AND DECREED that the plaintiff pay to the defendant the additional sum of $5,500. on account of the purchase price, as set forth in the agreement filed in these proceedings, and the plaintiff shall further execute a deed of trust or mortgage to the defendant to secure payment of the balance of the purchase price of $15,000., payable in monthly payments of $125.00 including interest at the rate of five per cent per annum, all as set forth in the said written agreement, and upon payment of the aforesaid sum of $5,500. by the plaintiff, the defendant shall convey the property mentioned and described in these proceedings unto the plaintiff by a good and sufficient deed, to be executed and acknowledged according to law, free and clear of all the right, title, interest and estate of the defendant in and to the same, but subject to a deed of trust or mortgage, as hereinbefore set forth, the entire settlement in this case to be completed within twenty-

five days from the date of this decree.

And it is further ADJUDGED, ORDERED AND DECREED that the defendant pay the costs of these proceedings.

Benjamin Michaelson
JUDGE

21

LIBER 81 PAGE 228

Irving H. Mezger, Attorney named in mortgage

vs.

Richard A. Lambert and Mary E. Lambert, his wife.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 10,595

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

Mr. Clerk:

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

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

Filed Oct. 15, 1932

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

No. 10,595 Equity

No Stamps Required

THIS MORTGAGE, Made this 26th day of February - - - in the year one thousand nine hundred and fifty-two, between RICHARD A LAMBERT and MARY E. LAMBERT, his wife - - - - - - - - -, of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Twenty-six Hundred ($2,600.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Twenty-eight Dollars and Eighty-seven Cents ($28.87) commencing on the fifteenth day of April, 1952, and on the fifteenth - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

Filed 15' Oct., 1952

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that - - -lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - - -, and described as follows:

BEGINNING for the same at an iron pipe here found in the center of a Thirty (30) foot proposed road, said pipe marks the end of the third or South Eighty-three (83) degrees Three (3) minutes West Two Hundred Ninety-six and Seven-tenths (296.7) foot line of that conveyance by Deed dated October 3, 1941 from M. J. Swift & Company, Incorporated to George C. Link and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 243, folio 494. Said point of beginning is also at the end of the first line of that conveyance by Deed dated January 9, 1942 from M. J. Swift & Company, Incorporated to Albert F. Link and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 254, folio 112. Thence from the point of beginning so fixed and with said first line reversely, as now corrected for magnetic declination North Fifty-two (52) degrees Thirty-two (32) minutes Thirty (30) seconds East Nine Hundred Sixty and Ninety-nine One-hundredths (960.99) feet to an iron pipe here set on the Southwesternmost side of a Thirty (30) foot road; thence along said road South Forty-three (43) degrees Three (3) minutes Forty (40) seconds East Two Hundred Twenty-five (225) feet to an iron pipe here set; thence with the Northwesternmost side of the aforementioned Thirty (30) foot proposed road South Fifty-two (52) degrees Thirty-one (31) minutes Forty (40) seconds West Five Hundred Ninety-five and Ninety-one One-hundredths (595.91) feet to an old stake here found; and thence with the center of said road South Eighty (80) degrees Thirty (30) minutes Forty (40) seconds West One Hundred Fifty and Seventy-one One-hundredths (150.71) feet and South Eighty-three (83) degrees Forty

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1. MD.

2

(40) minutes Forty (40) seconds West Two Hundred Ninety-six and Sixty-seven One-hundredths (296.67) feet to the point of beginning. Containing Four and Three Hundred Seventeen One-millionths (4.0317) acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, Anne Arundel County, in October 1951.

BEING the same lot of ground which, by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Albert F. Link, unmarried, to the said mortgagors.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject, however, to restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its 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; (2) To pay monthly on or before the fifteenth day of each and every month the sum of Four Dollars and Fifty Cents ($4.50) - - - - - - - - -for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall beoome 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; (3) Not to remove or demolish any buildings now on the premises, nor 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 sucoessors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to oollect the rents and profits of said premises and

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BALTIMORE 1, MD.

4

account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and 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 LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the county aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applioable to all genders.

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BALTIMORE 1, MD.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Richard A. Lambert (SEAL)

Mary E. Lambert (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 26th day of February, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Richard A. Lambert and Mary E. Lambert, his wife, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires May 4, 1953.

Recorded- 28th February, 1952, at 12 M.

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

52-33

OK

no stamps

MORTGAGE

From:

Richard A. Lambert and Mary E. Lambert, his wife.

To:

Arundel Federal Savings and Loan Association of Baltimore City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 28 Day of Feby 1952, at 12 and the same day recorded in Liber J.H.H., No. 668 Fol. 447, Land Records of Anne Arundel County

John H Hopkins 3d. Clerk

Record $5-

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 81 PAGE 234

Irving H. Mezger, Attorney named in mortgage	::	
	::	IN THE CIRCUIT COURT
	::	FOR ANNE ARUNDEL COUNTY
Vs.	::	
	::	EQUITY NO. 10595
Richard A. Lambert and Mary E. Lambert, his wife	::	
	::	

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

MILITARY AFFIDAVIT

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, That, before me, the subscriber, a Notary Public of the said State, in and for the said City, personally appeared George F. Hawkins, Executive Vice-President of the Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledge, information 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 of 1940 as amended,

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Geo F Hawkins
George F. Hawkins Affiant
Executive Vice-President

Subscribed and sworn to before me this 3rd day of November, 1952.

E. Jane Rusinek
JANE RUSINEK Notary Public

Filed 5th Nov., 1952.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 81 PAGE 236

Irving H. Mezger, Attorney :: named in Mortgage

Vs. ::

Richard A. Lambert and Mary E. Lambert, his wife ::

::

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 10595

Filed 5th Nov, 1952.

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Richard A. Lambert and Mary E. Lambert, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated February 26th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 668, folio 447, etc.

Original Amount of Mortgage		$ 2600.00
Less - Total amount paid on account of Principal	$ 4.38	
Less - Credit Expense Account	36.00	40.38
		2559.62
Plus accrued interest to November 30th, 1952 (with interest thereafter at the rate of 6% per annum)		26.03
Total balance due on account of indebtedness		$ 2585.65

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Geo. F. Hawkins

Geo. F. Hawkins, Executive Vice-Pres.

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Geo. F. Hawkins, Executive Vice-President of the Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

E. Jane Rossnick

My Commission Expires May 4th, 1953. E. Jane Rossnick Notary Public

MEZGER & MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
BALTIMORE 1, MD.

9

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 81 PAGE 237 No. 10,595-Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger, Park Avenue Building, Park Avenue and Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 00/100 - - - - - - - - - - - - - - - - - - ($3,000.00) - - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 2nd *day of* November *in the year of our Lord nineteen hundred and* fifty-two.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Richard A. Lambert and Mary E. Lambert, his wife *to* Arundel Federal Savings & Loan Association of Baltimore City, Inc.

dated February 26, 1952 *and recorded in Liber* J.H.H. *No.* 668 *folio* 447 *etc., one of the Land Record Books of* Anne Arundel County - Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

Filed 5 Nov, 1952.

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

Signed, sealed and delivered in the presence of

Janet C. Maisel

Janet C. Maisel

Irving H. Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-fact

ATTEST:

D.E. Valiant

D.E. Valiant

Approved this 5 Nov, 1952

John H. Hopkins, 3rd, Clerk

10

LIBER 81 PAGE 238

STATE OF MARYLAND, Baltimore , set:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MCCORMICK
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 2nd day of November, 1952, in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

LIBER 81 PAGE 239

Irving H. Mezger, Attorney named in Mortgage

Vs.

Richard A. Lambert and Mary E. Lambert, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 10595

Filed 20 Nov., 1952.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from Richard A. Lambert and Mary E. Lambert, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, November 7th, 1952, at 4:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of Twenty-five Hundred ($2500.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger,
Attorney named in mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of November, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Janet C. Maisel

Janet C. Maisel, Notary Public

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

LIBER 81 PAGE 240

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Richard A. Lambert and
Mary E. Lambert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,595 Equity

Filed 20 Nov, 1952.

Ordered, this 20 day of November, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29 day of December next.

The report states that the amount of sales to be $ 2,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Richard A. Lambert and
Mary E. Lambert, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 19 Jan, 1953

ORDERED BY THE COURT, This 19th day of January, 1953, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A-J.

13

LIBER 81 PAGE 241 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 19th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,595

Richard A. Lambert

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 December 1952 The first insertion being made the 27th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 8610

By K. Green

14

Filed 6 Jan 1953

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,595 Equity
IRVING H. MEZGER, Attorney named in Mortgage
Vs.
RICHARD A. LAMBERT and MARY E. LAMBERT, His Wife.

Ordered, this 20th day of November, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of Decemebr next; Provided, a copy of this Order be inserted in some nowspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of Decembor next.

The report states that the amount of sales to be $2,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-18

In the Matter of the Sale of	*	IN THE CIRCUIT COURT
the Mortgaged Real Estate of	*	FOR
Richard A. Lambert and Mary E.	*	ANNE ARUNDEL COUNTY
Lambert, his wife.	*	Equity No. 10595

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 7th day of November, 1952, we sold at Public Auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the property described as follows:

> Being all that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, containing 4.0317 acres of land, more or less, as fully described in the mortgage from Richard A. Lambert and Mary E. Lambert, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City dated February 26th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 668, folio 447.

At and for the price of Twenty-five Hundred ($2,500.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice President.

E. T. Newell and Company, Auctioneers

By: John M. Miller, Jr.
John M Miller, Jr. VICE-PRESIDENT

We hereby certify that we purchased the above described property at and for the price of Twenty-five Hundred ($2,500.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by George F. Hawkins, its Executive Vice President.

Arundel Federal Savings and Loan Association of Baltimore City

By: Geo. F. Hawkins
George F. Hawkins
Executive Vice President

Filed 16 Jan., 1953

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

15

LIBER 81 PAGE 243

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Richard A. Lambert
and
Mary E. Lambert, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,595 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 Feb., 1953.

February 9, 1953

All of which is respectfully submitted.

Laura K. Hickling
Auditor.

16

Dr. Irving H. Mezger, Attorney named in Mortgage vs. Richard A. Lambert and Mary E. Lambert, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	107	50	157	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	21		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. -advertising sale	14	07		
The Sun - advertising sale	8	70		
Maryland Casualty Co. - bond premium	12	00		
E.T. Newell & Co., Inc. - auctioneer's fee	55	00		
One-half State documentary stamps	1	58		
One-half Federal documentary stamps	1	57		
E. Jane Rusinek - notary fees	1	00		
Janet C. Maisel - notary fee		50	150	23
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,154	52	2,154	52
			2,500	00
Amount of mortgage claim filed	2,585	65		
Cr. Amount allowed as above	2,154	52		
Balance subject to decree in personam	431	13		

17

with Irving H. Mezger, Attorney named in Mortgage Cr.

1952				
Nov.	7	Proceeds of Sale	2,500 00	2,500 00
				2,500 00

ORDER NISI LIBER 81 PAGE 246

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Richard A. Lambert

and

Mary E. Lambert, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,595 Equity.

Filed 16 Feb., 1953

Filed 24 Mar., 1953

ORDERED, This 16 day of February, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of March, 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
A. J.

19

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 10th, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number, 10,595

Richard A. Lambert

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of March, 1953. The first insertion being made the 19th day of February, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,595 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

RICHARD A. LAMBERT and MARY E. LAMBERT, his wife.

Ordered, this 16th day of February, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23rd day of 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 23rd day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 13 Mar., 1953

No. M.G. 4022

20

LIBER 81 PAGE 247

RICHARD D. BIGGS Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOSEPH L. WELDER and MAYBELL WELDER, his wife, Lot 7, Park Drive, Lake Shore.	:	ANNE ARUNDEL COUNTY.
	:	IN EQUITY No. 10,585
* * * * * * * * *		

Mr. Clerk:

Please docket the above entitled case and file "Petitioner's Exhibit No. 1."

Richard D. Biggs
Assignee

Filed 4 Oct., 1932.

LIBER 81 PAGE 248

BOOK 586 PAGE 210

VA Form 4-6318a. (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND
County

No. 10,585 Equity

MORTGAGE

THIS MORTGAGE, made this 21st day of August, A. D. 19 50, by and between Joseph L. Welder and Maybell Welder, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Loyola Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Six Thousand - - - - - - - - - - - - - - - - - - Dollars ($ 6,000.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Thirty-six dollars and Thirty-six cents - - - -Dollars ($ 36.36), commencing on the first day of September, 19 50, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 19 70. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at a point in the north line of the conveyance from Elmer O. Stafford and Gloria, his wife, to David C. Strain and Viola, his wife, by deed dated July 7, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 529 folio 156; said point being located North 77 degrees 12 minutes East 278.88 feet from the beginning of said line; and running from thence and with said line, North 77 degrees 12 minutes East 70 feet to the northwest corner of Lot 6 thence with the division line between Lots 7 and 6, South 22 degrees 37 minutes 30 seconds East, 158.52 feet to a pipe on the north side of Park Drive; thence with the north side of the same, North 89 degrees 19 minutes West 93.39 feet to the division line between Lots 7 and 8; thence with said division line, North 15 degrees 24 minutes West 134.51 feet to the place of beginning.

Being the same property in A Deed from David C. Strain, Jr. and Viola V. Strain, his wife, to Joseph L. Welder and Maybell Welder, his wife, bearing even date herewith and recorded or intended to b erecorded among the Land Records of Anne Arundel County prior hereto.

filed 4 Oct, 1950

* Delete italicized words if Mortgagee is not a building and loan association.

Petitioners' Exhibit No. 1

The Mortgagor further agrees that should this mortgage and the note secured hereby not be guaranteed or insured under the Servicemen's Readjustment Act within ninety days from the date hereof, the beneficiary or other holder of the note secured hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The failure to procure such written guarantee or insurance from the Veterans' Administration within ninety days from the date hereof, will be deemed conclusive proof of the inability to secure such guarantee or insurance.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;

(II) interest on the indebtedness secured hereby; and

(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or James Clarke Murphy, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Sixty Dollars ($ 60.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses,

costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Regina Graham

Joseph L. Welder [SEAL]

Joseph L. Welder

Maybell Welder [SEAL]

Maybell Welder

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 24th day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph L. Welder and Maybell Welder, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Sam W. Borden the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; 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.

Regina Graham

Regina Graham *Notary Public.*

Recorded-24th August, 1950, at 2 P.M.

September 15, 1952

For Value Received, Loyola Federal Savings and Loan Association hereby assigns the within named Mortgage unto Richard D. Biggs.

Witness:

Regina Graham

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Sam W. Borden

SAM W. BORDEN, President

LOYOLA FEDERAL SAVINGS AND LOAN ASSOCIATION INCORPORATED 1934

PETITIONER'S EXHIBIT NO. 1

STATE OF MARYLAND

COUNTY MORTGAGE

JOSEPH L. WELDER AND
MAYBELL WELDER, HIS WIFE

TO

LOYOLA FEDERAL SAVINGS AND
LOAN ASSOCIATION

Received for Record Aug 24 1950 at 2 o'clock P. M. and same day recorded in Liber No. 586 folio 213 etc., one of the Mortgage records of Baltimore County and examined per

Cost of Records, $ 6.75 Clerk

SHORT ASSIGNMENT OF MORTGAGE

LIBER 81 PAGE 252

FROM Loyola Federal Savings and Loan Ass'n

TO Richard D. Biggs

BLOCK

Received for Record Sept 19 1952 at 10 o'clock A M. Same day Recorded in Liber W.H.H. No. 586 Folio 213 etc., one of the Records of Baltimore City, and examined.

Per [signature] Clerk.

6

RICHARD B. BIGGS Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOSEPH L. WELDER and MAYBELL WELDER, his wife, Lot 7, Park Drive, Lake Shore	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 10,585

* * * * * * * *

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 29th day of September, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Richard D. Biggs, Assignee, and made oath in due form of law that neither of the above Defendants is in the Military Service of the United States.

AS WITNESS my hand and notarial seal.

Regina Graham
Notary Public.

REGINA GRAHAM

Filed 4 Oct, 1952.

7

RICHARD D. BIGGS Assignee	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOSEPH L. WELDER and MAYBELL WELDER, his wife, Lot 7, Park Drive, Lake Shore.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 10,385

* * * * * * * * *

STATEMENT OF MORTGAGE CLAIM of Richard D. Biggs under mortgage from Joseph L. Welder and Maybell Welder, his wife, to Loyola Federal Savings and Loan Association, dated August 21, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 586, folio 210, and having been duly assigned to Richard D. Biggs.

Original Amount of Loan 8/21/50	$ 6,000.00	
Paid on Account of Principal	490.26	
Balance Due,		$ 5,509.74
Property Expense Balance: 1952 Taxes Paid $60.89 Balance - Credit		18.76
		$ 5,490.98
Interest March 1 to September 4, 1952		113.60
Total Amount Due,		$ 5,604.58

Filed 4 Oct, 1952

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd 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 Richard D. Biggs, Assignee, and made oath in due form of law that the aforegoing is a true and just statement of the amount of mortgage claim under the mortgage filed in said cause now remaining due and unpaid, also personally appeared Charles J. Fleury, Secretary of Loyola Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true and just statement.

AS WITNESS my hand and notarial seal.

Regina Graham
Notary Public.

REGINA GRAHAM

8

Assignee's
~~Trustee's~~ Bond

LIBER 81 PAGE 254

No. 10,585 Equity.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Richard D. Biggs, 100 St. Paul Street, Baltimore 2, Maryland as principal, and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 - - - - - - - - - - - - - - ($6,000.00)- Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 30th day of September in the year of our Lord one thousand nine hundred and fifty-two.

WHEREAS, the above bounden Richard D. Biggs by virtue of a degree of the Honorable the Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed ~~Trustee~~ Assignee ~~to sell~~

mentioned in the proceedings in the case of Richard D. Biggs

vs.

Joseph L. Welder and wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Richard D. Biggs do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Filed 4 Oct, 1952.

Signed, sealed and delivered in the presence of

Isabelle Tylor

D.E. Valiant

Richard D. Biggs [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Vandervoort Rand, *Attorney-in-Fact* [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Ralph C. Holliday or Walter W. Stauffen its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 1950

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

September 30th, 1952

MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Approved this 4 Oct, 1952.
John F. Hopkins, 3rd, Clerk.

RICHARD D. BIGGS Assignee	:	IN THE
	:	CIRCUIT COURT OF
vs	:	ANNE ARUNDEL COUNTY
JOSEPH L. WELDER and MAYBELL WELDER, his wife	:	IN EQUITY No. 10,585

* * * * * * * * *

REPORT OF SALE

The report of Richard D. Biggs, Assignee of a mortgage made by Joseph L. Welder and Maybell Welder, his wife, to Loyola Federal Savings and Loan Association and duly assigned to Richard D. Biggs, Assignee, respectfully represents:

That acting under the power and authority conferred upon him in the said mortgage which is duly recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 586, folio 210, and after having complied with all the requirements of law and default having been made by the said mortgagors in the covenants and conditions of the said mortgage, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for at least three successive weeks, he did, pursuant to said notice, on the premises on Monday, November 24, 1952 at three o'clock P. M. then and there proceed to sell the property mentioned in these proceedings, that is to say:

Filed 28 Nov, 1952

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point in the north line of the conveyance from Elmer O. Stafford and Gloria, his wife, to David C. Strain and Viola, his wife, by deed dated July 7, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 529 folio 156; said point being located North 77 degrees 12 minutes East 278.88 feet from the beginning of said line; and running from thence and with said line, North 77 degrees 12 Minutes East 70 feet to the northwest corner of Lot 6, thence with the division line between Lots 7 and 6, South 22 degrees 37 minutes 30 Seconds East, 158.52 feet to a pine on the north side of Park Drive; thence with the North side of the same, North 89 degrees 19 Minutes West 93.39 feet to the division line between Lots 7 and 8; thence with said division line, North 15 degrees 24 minutes West 134.51 feet to the

10

place of beginning. Improvements consist of a modern one-story Asbestos shingle bungalow and is known as No. 7 Park Drive, Lake Shore, Anne Arundel County, Maryland, in fee-simple.

And your Assignee sold the above described property unto The Melton Realty Company, for the sum of Sixty-three Hundred, Twenty Dollars ($6320.00) they being at that time the highest bidder therefor, the terms being cash upon ratification of sale by the Court.

Respectfully submitted.

Richard D. Biggs, Assignee

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY that on this 25th day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, ~~in and~~ for ~~the City~~ County of Baltimore, aforesaid, personally appeared Richard D. Biggs, the Assignee mentioned in the foregoing Report of Sale, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true, to the best of his knowledge and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

KATHERINE S. HELMKER NOTARY PUBLIC BALTIMORE CO.

Katherine S. Helmker, Notary Public.

11

LIBER 81 PAGE 257

ORDER NISI

RICHARD D. BIGGS,
Assignee

versus

JOSEPH L. WELDER and
MAYBELL WELDER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,585 Equity

Filed 28 Nov, 1952

Ordered, this 28 day of November, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Richard D. Biggs, Assignee, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of January next.

The report states that the amount of sales to be $ 6,320.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

RICHARD D. BIGGS,
Assignee

versus

JOSEPH L. WELDER and
MAYBELL WELDER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 19 Jan, 1953

ORDERED BY THE COURT, This 19th day of January, 19 53, 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
A. J.

12

LIBER 81 PAGE 258 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 - Sale -

Equity Number 10,585

Joseph L. Welder

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 January, 1953 The first insertion being made the 4th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 4631

13

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,585 Equity
RICHARD D. BIGGS, Assignee
Vs.
JOSEPH L. WELDER and MAYBELL WELDER, his wife.

Ordered, this 28th day of November 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Richard D. Biggs, Assignee BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 5th 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 5th day of January next.

The report states that the amount of sales to be $6,320.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-23

Filed 16 Jan., 1953

In the Case of

Richard D. Biggs,
Assignee
VS.
Joseph L. Welder
and
Maybell Welder, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,585 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 Jan., 1953.

January 28, 1953

All of which is respectfully submitted.

Laura K. Ficklin
Auditor.

Dr. Richard D. Biggs, Assignee, vs. Joseph L. Welder and Maybell Welder, his wife — in ac.

To Assignee for Fee, viz:	60	00		
To Assignee for Commissions, viz:	221	34	281	34
To Assignee for Court costs, viz:				
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	32	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	14		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising Sale	18	60		
Maryland Casualty Co. - bond premium	24	00		
E. T. Newell & Co., Inc.- auctioneer's fee	124	80		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Katherine S. Helmker - notary fees		90		
Registered mail		54	249	13
To Loyola Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed $5,604.58				
Interest on $5,490.98 from 9/4/52 to 11/24/52 at 4% 49.42	5,654	00	5,654	00
To Joseph L. Welder and Maybell Welder, his wife, mortgagors - this balance	167	55	167	55
			6,384	27

15

with Richard D. Biggs, Assignee Cr.

1952				
Nov.	24	Proceeds of Sale	6,320 00	
		Interest on deferred payment of $6,020.00 to 1/21/53	58 10	6,378 10
		Refund 1952 State and County taxes adjusted to day of sale	6 17	6 17
				6,384 27

Filed 30 Jan., 1953

Filed 7 Jan., 1954

LIBER 81 PAGE 262

ORDER NISI

Richard D. Biggs,

Assignee

VERSUS

Joseph L. Welder

and

Maybell Welder, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,585 Equity.

ORDERED, This 30 day of January, 19 53, 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 9 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 9 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7 day of January, 1954, 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.

17

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 4th, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,585

Joseph L. Welder

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 9th day of March, 1953 The first insertion being made the 5th day of February, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG. 9928

18

Filed 7 Jan., 1954

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,585 Equity
RICHARD D. BIGGS, Assignee
Vs.
JOSEPH L. WELDER and MAYBELL WELDER, his wife.

Ordered, this 30th day of January, 1953, 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 9th 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 9th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-10

In the Matter of the Sale of the Mortgaged Real Estate of Carroll N. Byrd and Elaine A. Byrd, his wife	No. 10,558 Equity In the Circuit Court for Anne Arundel County

: :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit together with certified copy of mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, dated February 5, 1945, certified copy of deed of assignment from J. Wilson Arndt to George B. Woelfel dated August 20, 1952, and original mortgage note from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, dated February 5, 1945.

George B. Woelfel
George B. Woelfel

Filed 25 Aug., 1952

No. 10,558 Equity

(MD. STATE STAMPS $3.00)

THIS MORTGAGE, Made this Fifth day February in the year nineteen hundred and Forty five by Carroll Byrd and Elaine Byrd Mortgagors of Anne Arundel _____in the State of Maryland, of the first part, and J. Wilson Arndt Mortgagee, of the second part.

Whereas the parties of the first part as Mortgagors are indebted to the Mortgagee, in the amount of three thousand Dollars ($3,000.00) payable 10 years from date hereof at the rate of interest of six per cent per annum, and to better secure the loan and note of even date hereof these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Carroll Byrd and Elaine Byrd do grant and convey unto the said Mortgagee J. Wilson Arndt, heirs and assigns, in fee simple, all lot or parcel of ground situate and lying in County aforesaid, and described as follows:

Filed 25-Aug, 1952

ALL that lot of ground facing 110 feet on west side of Gov. Ritchie dual highway more particularly described in a deed of even date hereof from Louis M. Strauss, trustee and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of J. Wilson Arndt, his heirs and assigns, forever.

PROVIDED, that if the said Carroll Byrd and Elaine Byrd, heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the ___Carroll Byrd and Elaine Byrd shall possess the aforesaid

2

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 Carroll Byrd and Elain Byrd, for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said J. Wilson Arndt, personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, plae, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of _____dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee 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 personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for 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 for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and 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 Carroll Byrd and Elaine Byrd, for 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, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least three thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST: CARROLL N. BYRD (SEAL)

GLADYS C. HAUER ELAINE M. BYRD (SEAL)

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this Fifth day of February in the year nineteen hundred and Forty five, before me,_____ of the State of Maryland, in and for the County aforesaid, personally appeared Carroll Byrd and Elaine Byrd, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. Wilson Arndt, 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.

(NOTARIAL SEAL) GLADYS C. HAUER

NOTARY PUBLIC

Recorded April 18 1945 - 3:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mortgage is truly taken and copied from Liber J.H.H. No. 329 Folio 309 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 22nd day of August A.D., 1952.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

5

Paid $2.00

 No. 10,558 Equity

THIS DEED OF ASSIGNMENT, made this 20th day of August, 1952, by J. Wilson Arndt, of Anne Arundel County.

WITNESSETH, that in consideration of the sum of One Dollar, the said J. Wilson Arndt does hereby assign unto George B. Woelfel for the purpose of foreclosure all right, title and interest in a certain mortgage made to J. Wilson Arndt by Carroll Byrd and Elaine Byrd, his wife, dated February 5, 1945, and recorded on April 18, 1945, among the Land Records of Anne Arundel County in Liber JHH No. 329, folio 309; and also all his right, title and interest in the property described in said mortgage and in the mortgage debt intended to be secured thereby.

As witness my hand and seal the day and year first above written.

Witness:

Elaine M. Byrd J. Wilson Arndt (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 20th day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared J. Wilson Arndt who acknowledged the foregoing assignment of mortgage to be his deliberate and voluntary act.

Witness my hand and seal Notarial:

Mary M. Hoff
Notary Public.

(NOTARIAL SEAL)

Recorded: August 21, 1952 at 3 P.M. "O.P."

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed of Assignment is truly taken and copied from Liber J.H.H. No. 702 Folio 263 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 23rd day of August A.D., 1952.

John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

Filed 23 Aug., 1952.

6

Paid $1.00

LIBER 81 PAGE 269

Mortgage Note

$3,000.00 — February 5 1945

Ten years after date we promise to pay to the order of

J Wilson Ardnt

Three Thousand 00/100 Dollars

with interest at 6% per Annum —

Value received,

Carroll N. Byrd

Elaine M. Byrd

Secured by Mortgage of Even Date

Filed 25 Aug, 1952.

7

PRINTED AND FOR SALE AT ART PRESS, ANNAPOLIS, MD.

LIBER 81 PAGE 270

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

No. 10,558

A STOCK COMPANY

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, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand Dollars ($7000.00) 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 22 day of September, 1952.

Filed 23 Sept, 1952

WHEREAS, by virtue of a power of sale contained in a mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, said mortgage being dated the 5th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 309, and by long assignment thereof dated August 20, 1952, the said George B. Woelfel is empowered as Assignee to sell the realty in said mortgage described, in event of default, and default having occurred said George B. Woelfel as Assignee is about to execute the trust reposed in him by said mortgage and sell said realty,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel 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 realty or the proceeds thereof, then this obligation shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

Witness:

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 Sept, 1952
John H. Hopkins, 3rd, Clerk

In the Matter of the	:	No. 10558 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court
Carroll N. Byrd and	:	for
Elaine A. Byrd, his wife,	:	Anne Arundel County
	:	

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

Filed 23 Sept., 1952.

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of George B. Woelfel, Assignee, of a mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, dated the 5th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 309, which said mortgage was assigned to George B. Woelfel by long assignment dated August 20th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 702, folio 263,

Amount of principal due on the above mentioned mortgage	$3000.00
Interest thereon from 5/5/52 to 9/23/52	69.00
1952 County taxes	50.10
	$3119.10

George B. Woelfel
Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 18th day of Sept., 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared the above named George B. Woelfel, Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement

Witness my hand and seal Notarial.

Mary M. [illegible]
Notary Public

9

LIBER 81 PAGE 272

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#10,558 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, 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 in the full and just sum of Three Thousand Five Hundred Dollars ($3,500.00) 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 24th day of September, 1952.

Filed 24 Sept 1952

WHEREAS, by virtue of a power of sale contained in a mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, said mortgage being dated the 5th day of February, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 309, and by long assignment thereof dated August 20, 1952, the said George B. Woelfel is empowered as Assignee to sell the realty in said mortgage described, in event of default; and whereas the said George B. Woelfel has executed said power and made sale of said realty, whereby, the proceeds thereof having exceeded the penalty of the original bond, this additional bond is now made requisite;

NOW, THEREFORE, THE CONDITION OF THE AFOREGOING OBLIGATION IS SUCH, That if the above bounden do and shall well and faithfully abide by and fulfill any order or decree issuing from any Court of Equity relative to the sale of said realty or to the proceeds thereof, then the obligation set forth above shall be void; 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, body corporate,

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

Surety.

Approved this 24 Sept, 1952
John H. Hopkins, 3rd, Clerk

10

LIBER 81 PAGE 273

GEORGE SCIBLE - *Auctioneer*

PUBLIC SALE

OF VALUABLE

REAL ESTATE

Located on the south side of the Ritchie Highway just above "Community Grove," being a lot of ground with a frontage of 110 feet on the south side of said dual highway and running back 232.67 feet on one side and 212 feet on the other side, and having a right of way along th east side thereof. This property is improved by a one and one-half (1½) story shingled bungalow, containing living room, dinette, kitchen, den, bathroom and one bedroom on the first floor, two bedrooms on the second floor, three quarter cemented cellar, and having hot water heat, oil burner, electricity and out-buildings.

Under and by virtue of the power of sale set forth in the mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt, dated February 5, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 329, folio 309, and by Long Assignment thereof from J. Wilson Arndt to George B. Woelfel, dated August 20, 1952, and recorded among the Land Records of said county in Liber J. H. H. No. 702, folio 263, George B. Woelfel, the said Assignee, will offer for sale the aforesaid property at Public Auction at the Court House Door, Church Circle, Annapolis, Maryland on

Tuesday, Sept. 23rd, 1952

AT 11:00 A.M.

Said lot of ground being located in the Third Election District of Anne Arundel County and more particularly described by metes and bounds in a deed from Louis M. Strauss, Trustee, to Carroll N. Byrd and Elaine A. Byrd, his wife, dated February 5, 1945, and recorded among the Land Records of said county in Liber J. H. H. No. 329, folio 308.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required from the purchaser on the date of sale, or all cash at purchaser's option, balance of purchase price to be paid in cash upon ratification of sale, credit portion to bear interest at the rate of 6%, taxes, insurance and interest to be adjusted as of the date of sale.

For further particulars see:

GEORGE B. WOELFEL, Assignee,
9-11 School Street,
Annapolis, Maryland.

Filed 9 Oct., 1952.

In the Matter of the	:	No. 10558 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court
Carroll N. Byrd and	:	for
Elaine A. Byrd, his wife	:	Anne Arundel County
	:	

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

AUCTIONEER'S CERTIFICATE

I hereby certify that upon this 23rd day of September, 1952, I sold the within described property unto Maurice Weidemeyer at and for the sum of Ten thousand Five hundred fifty Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year aforesaid.

Witness:

George B. Woelfel

George W. Scible (Seal)
George W. Scible, Auctioneer

Filed 3 Oct, 1952

PURCHASER'S AGREEMENT

I hereby certify that upon this 23rd day of September, 1952, I purchased the within described property from George B. Woelfel, Assignee, at and for the sum of Ten Thousand Five hundred fifty Dollars, and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal the day and year aforesaid.

Witness:

George B. Woelfel

Maurice Weidemeyer (Seal)

In the Matter of the	:	No. 10558 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court
Carroll N. Byrd and	:	for
Elaine A. Byrd, his wife,	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

Filed 3 Oct., 1952.

The report of George B. Woelfel, Assignee of a mortgage from Carroll N. Byrd and Elaine A. Byrd, his wife, to J. Wilson Arndt dated February 5th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 309, 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 mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on the 23rd day of September, 1952, at 11:00 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, situated in the Third Election District of Anne Arundel County and being located on the south side of the Ritchie Highway just above "Community Grove" being a lot of ground with a frontage of 110 feet on the south side of said dual highway and running back 232.67 feet on one side and 212 feet on the other side, and having a right of way along the east side thereof. Being the same property which was conveyed unto Carroll N. Byrd and

13

Elaine A. Byrd, his wife, by Louis M. Strauss, Trustee, dated February 5th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 329, folio 308.

And your Assignee sold the above described property unto C. Maurice Weidemeyer for the sum of Ten Thousand Five Hundred Fifty ($10,550) Dollars, he being at that figure the highest bidder therefor, the terms of said sale being a deposit of Five Hundred ($500) Dollars, balance upon final ratification of the sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Assignee
9-11 School St., Annapolis,
Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of September, 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, Assignee named in the above report of sale, 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 therein reported was fairly made.

Witness my hand and seal Notarial.

Mary [illegible]

Notary Public

LIBER 81 PAGE 277

ORDER NISI

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

~~XXXXXX~~

Carroll N. Byrd and
Elaine A. Byrd, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,558 Equity

Filed 3 Oct., 1952.

Ordered, this 3 day of October, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 10,550.00.

John F. Hobbins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

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

~~XXXXXX~~

Carroll N. Byrd and
Elaine A. Byrd, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 20 Nov., 1952.

ORDERED BY THE COURT, This 20th day of November, 19 52, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

15

LIBER 81 PAGE 278 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. 10,558 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of CARROLL N. BYRD And ELAINE A. BYRD His Wife.

Ordered, this 3rd day of October, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $10,550.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-30

Filed 20 Nov, 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 10th, 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,558

Carroll N. Byrd

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 November, 1952 The first insertion being made the 9th day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M.G. 1420

16

LIBER 81 PAGE 279

THIS DEED, made this 5th day of February, 1945, by and between Louis M. Strauss, Trustee, party of the first part, and Carroll Byrd and Elaine Byrd, his wife, parties of the second part, all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said and Carroll Byrd and Elaine Byrd, his wife, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common.

ALL that tract of land situate, lying, and being in the Third Election District of Anne Arundel County on the Governor Ritchie Highway near Elvation Station, and more particularly described as follows:

BEGINNING for the same at a point on the North 41 degree 58 minute West 356.44 foot line mentioned in a deed from Louis E. Pumphrey and wife to J. Wilson Arndt dated December 26, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 228, folio 475. which said point of beginning is 60 feet from the beginning point in the aforementioned deed, and thence running along and with said aforementioned line of description 60 feet to the said beginning point of description in the aforementioned deed; and thence along the division line of the property of J. Wilson Arndt and the Cager property North 43 degrees 35 minutes East 232.67 feet to the West side of the right of way line of the new Baltimore Annapolis dual highway; thence along the West side of the aforesaid dual highway South 26 degrees 32 minutes East 110 feet to a stake; thence in a straight line in a Southwesterly direction 212 feet, more or less, to the point of beginning.

BEING the same property acquired by Trustee, from J. Wilson Arndt, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Assignees Exhibit No. 3.

TOGETHER with the buildings and improvements thereupon made or being, and all and every the rights, ways, waters, privileges, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the property herein described and hereby intended intended to be conveyed to and unto the proper use and benefit of the said and Carroll Byrd and Elaine Byrd, his wife, their heirs and assigns, in fee simple, as joint tenants and not as tenants in common, subject, however, to the following privileges, warranties and restrictive use of the said property:

That the said Carroll Byrd and Elaine Byrd, his wife, may have full use and occupancy of the dwelling and out buildings on the hereinbefore granted property during the life time of the said J. Wilson Arndt; and further that the said Carroll Byrd and Elaine Byrd, or their assigns, will not conduct on the said property during the life time of J. Wilson Arndt any mercantile business whereby they will make sale of any automobile or mechanical parts or in any other manner, sell or dispose of merchandise now being sold by the said J. Wilson Arndt on the adjoining property by way of competition to the business now being conducted by the said J. Wilson Arndt, meaning thereby that the said Carroll Byrd and Elaine Byrd will not use the premises for commercial competition of the business now being conducted by the said J. Wilson Arndt, and that these restrictions shall cease and be of no effect upon the death of the said J. Wilson Arndt, or upon his disassociation with his present business on the adjoining property. And it is further agreed between the parties hereto that the said J. Wilson Arndt during his life time, for himself and his patrons, may make use for a period of five years of the road way now leading across the property to and from his cabins located on the adjoining property.

WITNESS the hands and seals of the said parties hereto.

WITNESS:

GLADYS C. HAUER

LOUIS M. STRAUSS (SEAL)
TRUSTEE

J. WILSON ARNDT (SEAL)

CARROLL BYRD (SEAL)

ELAINE M. BYRD (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 5th day of February 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee, and J. Wilson Arndt, and Carroll Byrd, and Elaine Byrd, his wife, and they each acknowledged the foregoing deed to be his/her act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

GLADYS C. HAUER

NOTARY PUBLIC

My commission expires May 7, 1945.

Recorded April 18 1945 - 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. 329 folio 308 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15th day of December, 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Carroll N. Byrd
and
Elaine A. Byrd, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,558 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 27 Dec., 1952

December 22, 1952

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Carroll N. Byrd and Elaine A. Byrd, his wife

in ac.

To Assignee for Commissions, viz:	349 89		349 89
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	21 00		
Auditor - stating this account	18 00		49 00
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	35 00		
Capital-Gazette Press - handbills	9 69		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premiums	42 00		
George W. Scible - auctioneer's fee	50 00		
Clerk of Court - certified copies	4 50		
One-half Federal documentary stamps	6 05		
One-half State documentary stamps	6 05		
Mary M. Hoff - notary fees	1 00		168 29
To Assignee for Taxes, viz:			
1952 State and County taxes ($51.07 - adjusted to day of sale)	37 26		37 26
To J. Wilson Arndt, mortgagee - in full for mortgage claim, viz:			
Debt - $3,000.00			
Interest from 5/5/52 to 9/23/52 69.00	3,069 00		3,069 00
BALANCE FOR DISTRIBUTION - $6,989.65			
Distributed as follows, viz:			
To Carroll N. Byrd, joint tenant - one-half	3,494 83		
To Elaine A. Byrd, joint tenant - one-half	3,494 82		6,989 65
			10,663 09

21

with George B. Woelfel, Assignee Cr.

1952							
Sept.	23	Proceeds of Sale		10,550	00		
		Interest on deferred payment to 12/1/52		113	09		
						10,663	09
						10,663	09

ORDER NISI LIBER 81 PAGE 285

In the Matter of the Sale
of the
~~VERSUS~~
Mortgaged Real Estate of
Carroll N. Byrd and
Elaine A. Byrd, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,558 Equity.

ORDERED, This 27 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 2 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of February next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of February, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 4 Feb., 1953. Filed 27 Dec., 1952

23

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3rd 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,558 Carroll N. Byrd

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of February, 1953 The first insertion being made the 1st day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,558 Equity.
In The Matter Of The Sale Of The Mortgaged Real Estate Of CARROLL N. BYRD And ELAINE A. BYRD, His Wife.

Ordered, this 27th 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 2nd day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of February next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
j-15

Filed 4 Feb., 1953

No. M.G. 9270

24

IN THE MATTER OF	:	NO. 10,578 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF ALBERT DIGGES	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

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

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Attorney Named in Mortgage

Filed 26 Sept., 1952

/

LIBER 81 PAGE 287

MORTGAGE FEE—COUNTY—$4.

LIBER 683 PAGE 369

No. 10,578 Equity.

PURCHASE MONEY

This Mortgage, Made this 16th day of May,

in the year nineteen hundred and fifty-two, by and between ALBERT DIGGES, unmarried,

Mortgagor, of Anne Arundel County in the State of Maryland, of the first part,

and JAMES O. SMITH and ELSIE C. L. SMITH, his wife,

Mortgagees, of the second part.

WHEREAS, the said mortgagor is justly indebted unto the said mortgagees in the full and just sum of NINE HUNDRED DOLLARS ($900.00), to be repaid in monthly installments of THIRTY-FIVE DOLLARS ($35.00) each, payable on the 16th day of each and every month hereafter until the full sum of NINE HUNDRED DOLLARS ($900.00), together with interest at the rate of six per cent (6%) per annum is paid, said payments to be applied first to the interest and the remainder to the principal, it being expressly understood and agreed that the interest payment shall be adjusted after each payment of ONE HUNDRED DOLLARS ($100.00) on the principal, and as evidencing the same, has this day passed unto the said mortgagees his promissory note of even date herewith in the amount of NINE HUNDRED DOLLARS ($900.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagor shall have the right and privilege of increasing his installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

Filed 26 Sept., 1952.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the Second Election District of Anne Arundel County, aforesaid, and described as follows:

BEGINNING for the same at an original stake on the northeast side of the county road known as Annapolis Neck Road, the said stake and place of beginning is at the southwest corner of Lot No. 8 adjacent hereto on the east; thence leaving the said county road and running with the division line of the said Lot No. 8 and Lot No. 9, a part of which is now being described, the said last-mentioned lots and other lots are shown on a plat called "Woodland" surveyed by J. Revell Carr, June, 1928, and recorded in Plat Cabinet 1, Rod U, Plat 7, north 29 degrees 43 minutes east 516.53 feet to another original stake in the southwesterly line of Lot No. 27; thence leaving the said Lot No. 8 and running with part of the said last-mentioned line and also part of the southwesterly line of Lot No. 26, north 60 degrees 17 minutes west 140.65 feet to an iron pipe; thence leaving the said last-mentioned lines and running through the said Lot No. 9 for a new division line and parallel with the first line of this description, south 29 degrees 43 minutes west 504.18 feet, more or less, to the northeast side of the first-mentioned county road, whose bearing or course is north 52 degrees 55 minutes west; thence leaving the said mentioned division line and running along the northeast side of the said mentioned county road, south 52 degrees 55 minutes east 109.5 feet to an original iron pipe; thence south 64 degrees 39 minutes east 32.13 feet to the point of beginning, containing 1.65 acres and lying in the southeasterly part of the said mentioned Lot No. 9, which is shown on the aforesaid plat of Woodland, the above-described lot is according to a survey by J. Revell Carr in October, 1941; and the lot adjoins on the east an 0.85-acre

lot surveyed by J. Revell Carr in October, 1941.

BEING the same property which was conveyed to the said Albert Digges by Raymond H. Duncan, et al., by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of JAMES O. SMITH and ELSIE C. L. SMITH, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, forever, in fee simple.

PROVIDED, that if the said mortgagor, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of NINE HUNDRED ($900.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the mortgagor shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

3

gage debt and interest, the said mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of ONE HUNDRED ($100.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, an attorney's fee of FIFTY DOLLARS ($50.00), all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said attorney's fee, expenses, costs and commission the said Mortgagor, for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagor, for himself, his personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least NINE HUNDRED ($900.00) Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Grace R. Hartge
Grace R. Hartge

Albert Digges (SEAL)
Albert Digges

(SEAL)

(SEAL)

(SEAL)

4

LIBER 81 PAGE 290

LIBER 683 PAGE 372

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 8th day of May, 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 ALBERT DIGGES, unmarried, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be his act. At the same time also appeared JAMES O. SMITH and ELSIE C. L. SMITH, his wife, Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Recorded: May 17, 1952 at 11 A.M.

MORTGAGE

FROM

ALBERT DIGGES

TO

JAMES O. SMITH and

ELSIE C. L. SMITH, his wife

BLOCK NO.

Received for Record May 17, 1952, at 11 o'clock A M. Same day recorded in Liber No. 683 Folio 369 &c., one of the Land Records of Aa Co. examined per John H. Hopkins, Clerk.

Cost of Record, $

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

The Daily Record Company, Baltimore, Md.

IN THE MATTER OF	:	NO. 10,578 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF ALBERT DIGGES	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of James O. Smith and Elsie C. L. Smith, his wife, under the mortgage from Albert Digges, unmarried, dated May 16, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 683, folio 369:

Principal debt as of May 16, 1952	$900.00
Interest @ 6% 5/16/52 to 11/6/52	25.50
	$925.50

Filed 26 Sept, 1952.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25 day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JAMES O. SMITH and ELSIE C. L. SMITH, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

GRACE R. HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Grace R. Hartge
Grace R. Hartge, Notary Public

6

Maryland Form Bond—
Sale of Real Estate

LIBER 81 PAGE 292

Glens Falls

INDEMNITY COMPANY
Glens Falls, New York

No. 10,578 Equity.

Know All Men by these Presents:

THAT WE, Albert J. Goodman

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Two Hundred ($1,200.00) = = = = = = = = = = = = = = = = = Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 26th day of September nineteen hundred and fifty-two

Filed 27 Sept., 1952

Whereas, by virtue of a power of sale contained in a mortgage from Albert Digges to James O. Smith and Elsie C. L. Smith, his wife bearing date on or about the 16th day of May nineteen hundred and fifty-two the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman, attorney named in the mortgage, ~~by duly constituted assignee of said mortgage from the said Principal, for the purpose of foreclosure, and the said Principal~~ is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in ~~full~~ force and virtue in law.

WITNESS:

Donna E. Lape — as to Albert J. Goodman (SEAL)
Albert J. Goodman

(SEAL)

GLENS FALLS INDEMNITY COMPANY

M. E. Gourley — as to C. M. Reisenweber
C. M. Reisenweber, Attorney

Form 8182—A—6-50

Approved this 27 Sept. 1952
John A. Hopkins, Jr. Clerk

7

Legal Notices

ALBERT J. GOODMAN
12 Church Circle
Annapolis, Maryland

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE LOCATED ON ANNAPOLIS NECK ROAD, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY MARYLAND.

By virtue of a power of sale contained in a mortgage from Albert Digges, unmarried, to James O. Smith and Elsie C. L. Smith, his wife, dated May 16, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 683, folio 369, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale at the courthouse door in the City of Annapolis, Maryland on

THURSDAY, NOVEMBER 6, 1952, AT 11 A. M.

All that tract of land situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at an original stake on the northeast side of the county road known as Annapolis Neck Road, the said stake and place of beginning is at the southwest corner of Lot No. 8, adjacent hereto on the east; thence leaving the said county road and running with the division line of the said Lot No. 8 and Lot No. 9, a part of which is now being described, the said last-mentioned lots and other lots are shown on a plat called "Woodland" surveyed by J. Revell Carr, June, 1928, and recorded in Plat Cabinet 1, Rod U, Plat 7, north 29 degrees 43 minutes east 516.53 feet to another original stake in the southwesterly line of Lot No. 27; thence leaving the said Lot No. 8 and running with part of the said last-mentioned line and also part of the southwesterly line of Lot No. 26, north 60 degrees 17 minutes west 140.65 feet to an iron pipe; thence leaving the said last-mentioned lines and running through the said Lot No. 9 for a new division line and parallel with the first line of this description, south 29 degree 43 minutes west 504.18 feet, more or less, to the northeast side of the first-mentioned county road whose bearing or course is north 52 degrees 55 minutes west; thence leaving the said mentioned division line and running along the northeast side of the said mentioned county road, south 52 degrees 55 minutes east 109.5 feet to an original iron pipe; thence south 64 degrees 39 minutes east 32.13 feet to the point of beginning, containing 1.65 acres and lying in the southeasterly part of the said mentioned Lot No. 9, which is shown on the aforesaid plat of Woodland, the above-described lot is according to a survey by J. Revell Carr in October, 1941, and the lot adjoins on the east an 0.85-acre lot surveyed by J. Revell Carr in October, 1941.

Being the same property which was conveyed to the said Albert Digges by Raymond H Duncan, et al., by deed dated May 16, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 683, folio 367.

This property is improved by a four-room, frame dwelling and a two-room, unfinished dwelling, both in poor condition with no modern conveniences. There is a driven well on the property.

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

For further particulars, apply to:
ALBERT J. GOODMAN
Attorney Named in Mortgage
12 Church Circle
Annapolis, Maryland
GEORGE W. SCIBLE, Auctioneer.

o-16

Filed 6 Nov, 1952.

IN THE MATTER OF	:	NO. 10,578 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF ALBERT DIGGES	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public auction from Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto for the sum of Eight Hundred Dollars ($800.00); and ~~I~~(we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 6th day of November, 1952.

WITNESS:

Albert J. Goodman as to James O Smith (SEAL)

Albert J. Goodman as to Elsie C. L. Smith (SEAL)

Filed 6 Nov, 1952

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, attorney named in the mortgage, the property described in the advertisement attached hereto to James O. Smith and Elsie C. L. Smith, his wife, at and for the sum of Eight Hundred Dollars ($800.00) - - - - - - - - - - - -, they being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 6th day of November, 1952.

WITNESS:

Albert J. Goodman

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

9

IN THE MATTER OF	:	NO. 10,578 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF ALBERT DIGGES	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Southern Maryland Times," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Thursday, November 6, 1952, at 11 a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

> All that tract of land situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows:
>
> Beginning for the same at an original stake on the northeast side of the county road known as Annapolis Neck Road, the said stake and place of beginning is at the southwest corner of Lot No. 8, adjacent hereto on the east; thence leaving the said county road and running with the division line of the said Lot No. 8 and Lot No. 9, a part of which is now being described, the said last-mentioned lots and other lots are shown on a plat called "Woodland" surveyed by J. Revell Carr, June, 1928, and recorded in Plat Cabinet 1, Rod U, Plat 7, north 29 degrees 43 minutes east 516.53 feet to another original stake in the southwesterly line of Lot No. 27; thence leaving the said Lot No. 8 and running with part of the said last-mentioned line and also part of the southwesterly line of Lot No. 26, north 60 degrees 17 minutes west 140.65 feet to an iron pipe; thence leaving the said last-mentioned lines and running through the said Lot No. 9 for a new division line and parallel with the first line of this description, south 29 degrees 43 minutes west 504.18

Filed 6 Nov., 1952.

10

feet, more or less, to the northeast side of the first-mentioned county road, whose bearing or course is north 52 degrees 55 minutes west; thence leaving the said mentioned division line and running along the northeast side of the said mentioned county road, south 52 degrees 55 minutes east 109.5 feet to an original iron pipe; thence south 64 degrees 39 minutes east 32.13 feet to the point of beginning, containing 1.65 acres and lying in the southeasterly part of the said mentioned Lot No. 9, which is shown on the aforesaid plat of Woodland, the above-described lot is according to a survey by J. Revell Carr in October, 1941, and the lot adjoins on the east an 0.85-acre lot surveyed by J. Revell Carr in October, 1941.

Being the same property which was conveyed to the said Albert Digges by Raymond H. Duncan, et al., by deed dated May 16, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 683, folio 367.

Said property being sold to JAMES O. SMITH and ELSIE C. L. SMITH at and for the sum of EIGHT HUNDRED DOLLARS ($800.00), they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

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

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

11

LIBER 81 PAGE 297

ORDER NISI

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

~~XXXXXXX~~

ALBERT DIGGES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,578 Equity

Filed 6 Nov., 1952.

Ordered, this 6 day of November, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of December next.

The report states that the amount of sales to be $ 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

~~XXXXXXX~~

ALBERT DIGGES

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 19 Dec., 1952.

ORDERED BY THE COURT, This 19th day of December, 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.

12

LIBER 81 PAGE 298 OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 10th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,573

Albert Digges

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of December, 1952 The first insertion being made the 13th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By E. Green

No. S. M. T. 729

13

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,573 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ALBERT DIGGES.

Ordered, this 6 day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of December next.

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

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 18 Dec., 1952.

LIBER 81 PAGE 299

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of vs.

Albert Digges

In the

Circuit Court

For

Anne Arundel County

No. 10,578 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.

December 31, 1952

All of which is respectfully submitted.

Laura K. Fackler
Auditor.

Filed 5 Jan., 1953.

14

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Albert Digges in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	49	24	149	24
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:				
Speer Publications, Inc. -advertising sale	43	14		
Speer Publications, Inc. -order nisi (sale)	8	00		
Speer Publications, Inc. -order nisi (acct)	6	00		
Glens Falls Indemnity Co. -bond premium	12	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Grace R. Hartge - notary fees	1	00	91	24
To Attorney for Taxes, viz:				
1952 State and County taxes ($11.49-adj.)	1	60	1	60
To James O. Smith and Elsie C. Smith, his wife, mortgagees - this balance on account mortgage claim	524	97	524	97
			804	80
Amount of mortgage claim filed	925	50		
Cr. Amount allowed as above	524	97		
Balance subject to decree in personam	400	53		

L.

15

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

1952				
Nov.	6	Proceeds of Sale	800 00	
		Interest on deferred payment to 12/16/52	4 80	804 80
				804 80

Filed 5th Jan., 1953.

Filed 8th Aug., 1953.

ORDER NISI LIBER 81 PAGE 302

In the Matter of the Sale of the Mortgaged Real Estate ~~MERSIS~~ of Albert Digges

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,578 Equity.

ORDERED, This 5th day of January, 19 53., 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 9 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of February next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of August, 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

Southern Maryland Times

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3rd 19 53

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,578 Albert Digges

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 9th day of February, 19 53 The first insertion being made the 8th day of January, 19 53

THE CAPITAL-GAZETTE PRESS, INC.

By K. Grace

No. S. M. T. 785

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,578 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of ALBERT DIGGES.

Ordered, this 5th day of January, 1953, 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 9th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
1-22

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband Anne Arundel County, Md.	*	IN THE
vs.	*	CIRCUIT COURT
TRA-MOR, INC. a body corporate 231 St. Paul Place Baltimore, Md.	*	FOR ANNE ARUNDEL COUNTY
and	*	In Equity
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate St. Paul & Fayette Sts. Baltimore, Md.	*	No. 10,443

* * * * * *

Filed 24 May, 1952.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and Hans M. Jonsson, her husband, respectfully shows unto your Honor as follows:

1. That the Plaintiffs are residents of Anne Arundel County, in the State of Maryland and have been residing in and occupying the property hereinafter referred to for the past several years, to wit: since December, 1944 when the said property was first acquired by the Plaintiff, Malinda M. Pentz Jonsson.

2. That the said property, which is improved and known as Lot 13 on Plat A of North Shore in Anne Arundel County, State of Maryland, was conveyed in fee simple to the Plaintiffs by Deed dated May 21, 1951 from Straw Man Inc., said Deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 624, folio 21, a certified copy of said Deed being filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 1".

3. That thereafter the Plaintiffs encountered some financial difficulty as a result of which they were confronted with the foreclosure of the mortgage they then had on said property from the Baltimore Federal Savings and Loan Association, co-Defendant, as recited in an Agreement dated September 25, 1951, a compared copy of which is filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 2".

4. That the Defendant, the said Tra-Mor, Inc. advanced the money necessary to discharge the amount due on the before referred to mortgage to the Baltimore Federal Savings and Loan Association, and as security for the repayment of the sum so paid, exacted from the Plaintiffs a Deed conveying said property to the said Defendant, Tra-Mor, Inc. which purports to invest the complete and absolute title in said property in the said Defendant, said Deed being executed simultaneously with the aforesaid Agreement referred to as Plaintiffs' Exhibit No. 2, and bearing the same date, to wit: September 25, 1951, the said Deed being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 647, folio 259 &c. from Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and Hans M. Jonsson, her husband, a certified copy of which Deed is filed herewith as a part hereof and marked "Plaintiffs' Exhibit No. 3".

5. That the said Agreement designated as Exhibit No. 2, conclusively and unmistakably shows that the execution of the aforementioned Deed was intended solely as security for the repayment of the sum so advanced by the said Defendant, Tra-Mor, Inc. and the said Agreement, in fact, shows that the said transaction is saturated with usury by the exaction of a five per cent commission, a camouflaged term for illegal interest.

6. That the said Defendant, Tra-Mor, Inc. has

communicated to the Plaintiffs its purpose to treat the expiration of the alleged option mentioned in said Agreement, which is tantamount to and obviously a defeasance clause, as a forfeiture of the rights of the Plaintiffs in said property.

7. That the Plaintiffs have just discovered that since the execution of the Deed to the said Tra-Mor Inc., the latter has obtained a loan from the Baltimore Federal Savings and Loan Association in the purported sum of Nine Thousand Dollars ($9000.00) with interest at the rate of five per cent (5%), and has executed a mortgage on the aforementioned property as security for the payment thereof, said mortgage being dated October 3, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 647, folio 261, and providing for monthly payments of Ninety-five Dollars and Forty-six Cents ($95.46).

8. That the action of Tra-Mor Inc. in subjecting said property to the lien of the aforesaid mortgage without the consent of the said Plaintiffs, constitutes an unconscionable fraud upon the rights of the Plaintiffs.

9. That the Baltimore Federal Savings and Loan Association did not exercise good faith in making said loan and accepting said mortgage on said property because it knew that the Plaintiffs were residing in and occupying said property and it could have ascertained what the rights of the Plaintiffs were in said property and that Tra-Mor Inc. in procuring said Deed was doing so for the sole purpose of securing the payment that it had advanced as hereinbefore set forth.

10. That the aforementioned lot, which is improved by a very fine residence, is worth at least Twenty Thousand

Dollars ($20,000.00) in fee simple and the Plaintiffs would suffer a tremendous loss in the event the Defendant, Tra-Mor, Inc., were permitted to receive the fruits of its fraudulent acts as herein set forth.

11. That the Plaintiffs are apprehensive that the Defendant, Tra-Mor, Inc. may sell or otherwise dispose of or encumber said property and that the said Baltimore Federal Savings and Loan Association may institute proceedings for the foreclosure of its alleged mortgage unless they are restrained and enjoined from doing so.

TO THE END THEREFORE:

1. That the Deed to Tra-Mor, Inc. may be declared to be a mortgage on said property.

2. That an accounting may be had to determine what amount the Plaintiffs owe the said Tra-Mor, Inc. by virtue of said Deed in the nature of a mortgage.

3. That the rights, if any, of the Baltimore Federal Savings and Loan Association in said property by virtue of the alleged mortgage from Tra-Mor, Inc. may be determined.

4. That an injunction may issue restraining and enjoining the Defendant, Tra-Mor, Inc. from selling or otherwise disposing of or encumbering said property.

5. That an injunction may issue restraining and enjoining the Defendant, Baltimore Federal Savings and Loan Association from instituting any proceedings to foreclose its alleged mortgage on said property.

4

6. That the Plaintiffs may have such other and further relief as their case may require.

AND AS, etc.

Malinda M Pentz Jonsson
Plaintiff

Joseph Loeffler
Harry E. Goerty
Emanuel Clausens
Solicitors for Plaintiffs

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 24th day of March, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and in her own behalf and on behalf of Hans M. Jonsson, her husband, 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 information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Regina Zandt
Notary Public

5

Filed, 26 March, 1952.

O R D E R

UPON the foregoing Bill of Complaint, Affidavit and Exhibits, it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 26th day of March, 1952, that the Defendants, Tra-Mor, Inc., and the Baltimore Federal Savings and Loan Association be, and they are hereby enjoined from respectively selling or otherwise disposing of and encumbering said property, or instituting proceedings to foreclose the mortgage mentioned therein, unless cause to the contrary thereof be shown on or before the 23rd day of April, 1952, provided a copy of the Bill of Complaint and Order be served upon said Defendants on or before the 7th day of April, 1952.

Benjamin Michaelson
Judge.

LIBER 81 PAGE 309

FEE-SIMPLE DEED—CODE—City or County

BOOK 624 PAGE 21

This Deed, Made this 21st day of May - - - - - - - - - - -

in the year one thousand nine hundred and fifty-one , by and between Straw Man, Inc., a body corporate, duly incorporated under the laws of the State of Maryland, - - - - - - -

~~of~~ - ~~in the State of Maryland~~, of the first part, and Lynn M. Jonsson and Hans M. Jonsson, her husband, of Anne Arundel County, State of Maryland, of the second part.

Witnesseth, that in consideration of the sum of Five ($5.00) dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, - - - - - - - - - - - the said Straw Man, Inc., a body corporate, -

does grant and convey unto the said Lynn M. Jonsson and Hans M. Jonsson, her husband, as tenants by the entireties, their -

Filed 24 Mar., 1952

heirs and assigns, in fee simple, all those lots or parcels of ground, situate, lying and being in Anne Arundel County, Maryland , aforesaid, and described as follows, that is to say:—

~~Beginning for the~~ Being and comprising Lot 13, as shown on a plat entitled "Plat A" of North Shore, Anne Arundel County, dated October 20, 1933, The North Shore Land Company, recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 85.

Being the ~~same~~ first lot of ground described in a deed of even date and recorded or intended to be recorded prior hereto among the Land Records of Anne Arundel County was granted and conveyed by Lynn M. Jonsson, formerly Malinda M. Pentz, and Hans M. Jonsson, her husband to the within Grantor.

Being also Lots 17, 18 and 19, Block 702-A as shown on Plat No. 7 and part of Plat 4 of Glen Burnie amended January 1938 prepared by S. J. Martenet and Company and recorded in Plat Cabinet No. 1, Rod A-7, Plat 6.

Being the second group of lots described in a deed of even date and recorded or intended to be recorded prior here to among the Land Records of Anne Arundel County was granted and conveyed by Lynn M. Jonsson, formerly Malinda M. Pents, and Hans M. Jonsson, her husband to the within Grantor.

Plaintiffs' Exhibit No. 1.

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 lots 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 Lynn M. Jonsson and Hans M. Jonsson, her husband, as tenants by the entireties, their

- heirs and assigns, in fee simple.

And the said party of the first part hereby covenants that he it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that ~~he~~ it will warrant specially the property granted and that it he will execute such further assurances of the same as may be requisite.

Witness the ~~hand and seal of said grantor~~ corporate seal of Straw Man, Inc., a body corporate and the signature of Harry Yaffe, Vice-President.

TEST:

Isidore E. Levin

STRAW MAN, INC.

By: Harry Yaffe (SEAL)
Harry Yaffe, Vice-President

(SEAL)

STATE OF MARYLAND, City of Baltimore , to wit:

I HEREBY CERTIFY, That on this 21st day of May - - - - - - - - in the year one thousand nine hundred and fifty-one - - - - - - - , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Harry Yaffe, Vice-President of Straw Man, Inc., a body corporate,

the above named grantor , and he acknowledged the foregoing Deed to be the act. of said body corporate.

As Witness my hand and Notarial Seal.

Isidore E. Levin

Isidore E. Levin
Notary Public

Recorded: May 22, 1951 at 12.55 P.M.

LIBER 81 PAGE 311

(2)

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
Clarence E. Johnson,
Clerk

DEED

FROM

Straw Man, Inc., a body corporate

TO

Lynn M. Jonsson and Hans M. Jonsson,

her husband

BLOCK NO.

Received for Record 22 May 1951 at 12 55 o'clock P M. Same day recorded in Liber J.H.H. No. 624 Folio 21 &c., one of the Land Records of A.A.Co.

, and examined per John B. Hopkins Jr., Clerk.

Cost of Record, $

ISIDORE E. LEVIN
ATTORNEY AT LAW
210 EAST LEXINGTON STREET
BALTIMORE, MD.

The Daily Record Company, Baltimore, Md.

P. 2.50

"Plaintiff's Exhibit No. 2"
Filed 24 May, 1952.

This Agreement, made this 25th day of September, 1951 by and between Tra-Mor, Inc., party of the first part, a body corporate, of the State of Maryland, and Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, of Anne Arundel County, State of Maryland, of the second part.

Whereas, the said Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband are the owners of the property known as Lot No. 13 of Plat "A" of North Shore, Anne Arundel County, State of Maryland and subject to a mortgage with Baltimore Federal Savings and Loan Association and,

Whereas, the said mortgage is in the process of foreclosure and the aforesaid property is to be sold at public auction at 3:00 P.M. on the date of this Agreement and,

Whereas, the said parties of the second part are desirous of avoiding foreclosure of sale and having the opportunity to repurchase the aforesaid property of the party of the second part at any time within six months from date hereof and,

Whereas, the said parties of the second part have this day executed a Deed conveying aforesaid property to party of the first part.

Now therefore, this agreement witnesseth, that for and in consideration of the sum of $1.00 and other good and valuable considerations the receipt of which is hereby acknowledged, the said parties of the first part hereby covenants and agrees with party of the second part to convey property hereinbefore referred to, to the party of the second part at any time within six months from date hereof upon being paid 5% commission on the sum of $10,250.00 and any and all

monies in addition to said commission that said parties of the first part paid to Baltimore Federal Savings & Loan Asso. to release the hereinbefore stated mortgage and all other monies expended in reference to the purchase of said property. In addition to this interest shall be paid at the rate of 6% per annum accounting from date hereof on all monies paid by party of the first part to acquire said property.

It is understood and agreed by all parties hereto, this Agreement shall constitute an option of six months accounting from date hereof which option shall be exercised within said period by parties of the second part and their failure to so do shall operate as a full release of all their claims in any manner, shape or form against property hereinbefore state and parties of second part.

This agreement is not assignable without written authority from party of the first part.

Witness the hands and seals of the parties hereto.

TRA-MOR, INC.

/s/ Hugh B. Truitt

BY: EARLE C. MILLER
Earle C. Miller Vice Pres.

/s/ Malinda M. Pentz Jonsson (SEAL)
Malinda M. Pentz Jonsson

/s/ Hans M. Jonsson (SEAL)
Hans M. Jonsson

I hereby certify that I have compared the above copy of the Agreement with the executed carbon copy which was delivered to Malinda M. Pentz Jonsson and Hans M. Jonsson and that the aforegoing copy is a true and exact copy thereof with the exception that the signature of Malinda M. Pentz Jonsson does not appear thereon but Mrs. Jonsson says that she signed the original which was retained by Tra-Mor Inc.

Joseph Loeffler
Attorney for Plaintiffs

11

(INT. REV. STAMPS $13.20-MD. STATE STAMPS $13.20)

THIS DEED, Made this 25th day of September, in the year one thousand nine hundred and fifty-one, by and between Malinda M. Pentz, Jonsson, also known as Lynn M. Jonsson, and Hans M. Jonsson, her husband, of Anne Arundel County, in the State of Maryland, of the first part, and Tra-Mor, Inc., a body corporate, of the State of Maryland, of the second part.

WITNESSETH, that in consideration of Five ($5.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, do grant and convey unto the said Tra-Mor, Inc., its successors and assigns, in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:-

Filed 24 Mar., 1952

BEGINNING for the same and being and comprising Lot 13, as shown on a Plat entitled "Plat A" of North Shore, Anne Arundel County, dated October 20, 1933, The North Shore Land Company, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 85.

BEING the same lot and parcel of ground which by Fee Simple Deed dated December 15, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 321 folio 228 was granted and conveyed by James N. Johnson and Wife unto Malinda M. Pentz, who has since married and is now Malinda M. Pentz Jonsson, also known as Lynn M. Jonsson. Being also the same lot or parcel of ground which by fee simple Deed dated May 21, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 624 folio 21 was granted and conveyed by Straw-Man, Inc., to Lynn M. Jonsson and Hans M. Jonsson, her husband.

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.

Plaintiff's Exhibit No. 3

12

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 Tra-Mor, Inc., its successors 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 hands and seals of said grantors.

Test: Hugh B. Truitt — Lynn M. Jonsson (SEAL)

Earle C. Miller — Malinda M. Pentz Jonsson (SEAL)

Earle C. Miller — Hans M. Jonsson (SEAL)

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

I HEREBY CERTIFY, That on this 25th day of September, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

Earle C. Miller,

(NOTARIAL SEAL) Notary Public.

My Commission Expires May 4, 1953.

Recorded- 4th October, 1951, at 9 A. M.

13

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. 647, folio 259, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 22nd day of March, A. D., 1952.

John H. Hopkins 3rd
CLERK.

THIS MORTGAGE, Made this 3rd day of October, in the year one thousand, nine hundred and fifty-one, between TRA-Mor, Inc., a body corporate, duly incorporated under the Laws of the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of NINE THOUSAND ($9,000.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of five percent (5%) per annum in the manner following:

By the payments of Ninety-five and 46/100ths Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) towards the payment of the aforesaid principal sum.

Filed 2nd Mar., 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 of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING and comprising Lot 13, as shown on a plat entitled "Plat A" of North Shore, Anne Arundel County, dated October 20, 1933, The North Shore Land Company, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 85.

BEING the same lot of ground which by Deed dated September 25, 1951 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Lynn M. Jonsson and Hans M. Jonsson, her husband, also known as Malinda M. Pentz Jonsson, to the within

Plaintiff's Exhibit No. 4

15

named Mortgagor.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January Session in the year 1945 or any supplement thereto.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accuring 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, forever in fee simple.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid palance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

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

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, 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, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance

on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, of any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, his 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; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (7) that should the title to the herein

mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent,or should the same be encumbered by the Mortgagor, his 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; (8) 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. This loan may be prepaid, in whole or in part, and when the aggregate amount of such prepayments in any one year equals or exceeds twenty per cent of the orignal principal amount of the loan, six months' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment ;(9) to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and 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 LXVI 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 sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such 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, its successors or assigns, under this mortgage whether the same shall have matured or not;(3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singluar, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the corporate seal of the said Tra-Mor, Inc., Mortgagor, and the signature of Frank S. Irman, its President.

WITNESS: TRA-MOR, INC.

MAURICE F. MACKEY, JR. By: FRANK S. IRMAN, PRESIDENT

(corporate seal)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of October, 1951, before me, the subscriber, a Notary Public, of the State of Maryland in and for the city aforesaid, persoanlly appeared Frank S. Irman, President of Tra-Mor, Inc. the within named Mortgagor, and acknowledged the aforegoing mortgage to be its corporate act. At the same time also appeared Walter S.Calwell, Agent 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, and also made oath that he is the agent of the Mortgagee and duly authorized to to make this affidavit.

AS WITNESS my hand and Notarial Seal.

MAURICE F. MACKEY,JR. Notary Public

(Notary Seal)

Recorded- 4th October, 1951, at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Mortgage was truly taken and copied from Liber J.H.H. 647 Folio 261. One of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24 day of March A.D. 1952

John H. Hopkins 3rd Clerk

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband Anne Arundel County, Md.

vs.

TRA-MOR, INC. a body corporate 231 St. Paul Place Baltimore, Md.,

and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate St. Paul & Fayette Sts. Baltimore, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In Equity

* * * * * * * * *

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Baltimore Federal Savings and Loan Association, a body corporate, one of the above named Defendants, by its Solicitors, Callahan and Calwell, respectfully represents -

1. Answering Paragraph 1 of the Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraph.

2. Answering Paragraph 2 of the Bill of Complaint, this Defendant admits the allegations in said paragraph.

3. Answering Paragraph 3 of the Bill of Complaint, this Defendant avers, due to serious default in the payments due by Malinda M. Pentz (also known as Malinda M. Pentz Jonsson) one of the Plaintiffs, on a mortgage from said Plaintiff to Baltimore Federal Savings and Loan Association dated May 2, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 621 folio 382 and securing property known as Lot No. 13 on Plat A of North Shore in Anne Arundel County, Maryland, that foreclosure of said property was instituted on August 30, 1951 in this Honorable Court, and said property was duly advertised for public sale on February 25, 1951 at

Filed 15 Apr, 1952

21

3 P.M., and this Defendant denies any knowledge of the alleged Agreement dated December 25, 1951 referred to in said paragraph.

4. Answering Paragraph 4 of the Bill of Complaint, this Defendant avers that on September 25, 1951 before the hour set for sale of said property, the amount due on the aforementioned mortgage to Baltimore Federal Savings and Loan Association plus foreclosure expenses incurred to such date was paid on behalf of Tra-Mor, Inc., and that at the same time a good and valid deed, duly executed, was presented to this Defendant showing absolute and unconditional conveyance of said property by the Plaintiffs to Tra-Mor, Inc., said deed being dated September 25, 1951 and now recorded among the Land Records of Anne Arundel County in Liber JHH No. 647 folio 259, and this Defendant either admits nor denies the other allegations in said paragraph.

5. Answering Paragraphs 5 and 6 of the Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraphs.

6. Answering Paragraph 7 of the Bill of Complaint, this Defendant admits the allegations in said paragraph and this Defendant avers that this mortgage was made in the usual course of business of this Defendant and that said mortgage is a valid and effective first mortgage loan on said property, and that the principal balance due on said mortgage is $8706.82.

7. Answering Paragraph 8 of the Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraph.

8. Answering Paragraph 9 of the Bill of Complaint, this Defendant denies the allegation contained in said paragraph that Baltimore Federal Savings and Loan Association did not exercise good faith in making said mortgage from Tra-Mor, Inc., on said property, and avers that said loan was made in the ordinary course of business of this Defendant upon the application for said loan by Tra-Mor, Inc., the owners of said property, by virtue of a good and valid and unconditional deed, duly executed and delivered, from the said Plaintiffs to Tra-Mor, Inc., as aforementioned, and this Defendant avers that the validity of said deed from the Plaintiffs to Tra-Mor, Inc., of said property and the acceptance of said mortgage by this Defendant

ZZ

from Tra-Mor, Inc., is in no way affected by the alleged occupancy of said property by the Plaintiffs, and avers that there was no duty on this Defendant to inquire into the purpose of consideration of said absolute and unconditional deed from the Plaintiffs to Tra-Mor, Inc., nor to inquire as to any alleged rights of the Plaintiffs not of record.

9. Answering Paragraphs10 and 11 of this Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraphs.

AND having fully answered this Bill of Complaint, this Defendant prays that it may be dismissed hence, with its costs incurred.

AND AS IN DUTY BOUND, etc.

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

BY: Joseph M. Hisley, Vice President

Callahan and Calwell
Solicitors for the Defendant

T. Worthington Brundige, III
T. Worthington Brundige, III, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of April, 1952, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph M. Hisley, Vice President of the Baltimore Federal Savings and Loan Association, the Defendant, and made oath in due form of law that the matters and facts contained herein are true to the best of his knowledged, information and belief.

WITNESS my hand and Notarial Seal.

Clara M. Link
Clara M. Link Notary Public

Copy of Answer mailed to Joseph Loeffler, Harry E. Goertz and Emanuel Klawans, Solicitors for Plaintiffs, 1019 Fidelity Bldg., Baltimore 1, Maryland, April 14, 1952.

CALLAHAN AND CALWELL
Solicitors for the Defendant

BY: Callahan & Calwell

23

MILINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband Anne Arundel County, Md.

vs.

TRA-MOR, INC., a body corporate 231 St. Paul Place Baltimore, Md.

and

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate St. Paul & Fayette Sts. Baltimore, Md.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

No. 10,443

Filed 23 Apr., 1952

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Tra-Mor, Incorporated, one of the Defendants, by its Solicitor, Louis M. Strauss, respectfully represents.

1. Answering Paragraph 1 of the Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraph.

2. Answering Paragraph 2 of the Bill of Complaint, this Defendant neither admits nor denies the allegations in said paragraph.

3. Answering Paragraph 3 of the Bill of Complaint, this Defendant Neither admits nor denies the allegations in said paragraph.

4. Answering Paragraph 4 of the Bill of Complaint, this Defendant denies the allegations and implications set forth by reference to the Exhibits therein filed, but admits the execution of the Exhibits Numbers 2 and 3.

5. Answering Paragraph 5 of the Bill of Complaint, the Defendant denies the allegations in said paragraph.

6. Answering Paragraph 6 of the Bill of Complaint, the Defendant neither admits nor denies the allegations in said paragraph.

7. Answering Paragraph 7 of the Bill of Complaint, the Defendant admits the allegations in said paragraph as to the execution of the mortgage therein setout.

8. Answering Paragraph 8, 9, 10 and 11 of the Bill of Complaint, the Defendant denies the allegations in said paragraphs.

AND, further Answering said Bill of Complaint, your Defendant re-

24

presents that the Complainants, by their actions, have forfeited all rights they have to the real estate by their actions under the terms of any and all agreements, and have filed this Bill of Complaint for the purpose of making use of the property during the coming summer months, and to hinder and delay any and all business transactions in connection therewith.

AND having fully Answered this Bill of Complaint, this Defendant prays that it may be dismissed hence, with its costs incurred.

AND AS IN DUTY BOUND, etc.

TRA-MOR, INCORPORATED

By: Frank S. Drennan

Louis M. Strauss

Louis M. Strauss
Solicitor for the Defendant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of April, 1952, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frank S. Drennan President of Tra-Mor, Inc., the Defendant, and made oath in due form of law that the matters and facts contained herein are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial seal.

Hugh B. Truitt
Notary Public

Copy of Answer mailed to Joseph Loeffler, Harry E. Goertz and Emanuel Klawans, Solicitors for Plaintiffs, 1019 Fidelity Building, Baltimore 1, Maryland, April 19, 1952.

Louis M. Strauss,
Solicitor for the Defendant

By: Louis M. Strauss

25

LIBER 81 PAGE 328

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband	*	No. 10,443 Equity
	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
TRA-MOR, INC. a body corporate	*	ANNE ARUNDEL COUNTY
and	*	
	*	In Equity
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	

* * * * *

Filed 16 May, 1952

INTERROGATORIES

TO THE DEFENDANT: Tra-Mor, Inc.
231 St. Paul Place, Baltimore, Maryland

TAKE NOTICE: That pursuant to Discovery Rule 2 of the General Rules of Practice and Procedure of the Court of Appeals of Maryland, you are required to answer under affidavit the within interrogatories within fifteen days after service of this Notice.

1. Give an itemized statement of the money advanced by Tra-Mor, Inc. to the Plaintiffs, Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, as of the 25th day of September, 1951.

2. Give an itemized statement of all money now claimed by Tra-Mor, Inc. from the Plaintiffs, Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband.

3. When did Tra-Mor, Inc. make application as mortgagor for a mortgage from the Baltimore Federal Savings and Loan Association on the property known as Lot 13 on Plat A of North Shore in Anne Arundel County, State of Maryland.

a. State fully what said application contained.

26

b. Upon what authority was said application made.

4. Did Tra-Mor, Inc. on the day of the execution of the mortgage to Baltimore Federal Savings and Loan Association, or at any time prior thereto, show or make known to any of the officers and employees of the Baltimore Federal Savings and Loan Association the agreement dated the 25th day of September, 1951 and executed by Tra-Mor, Inc. by Earle C. Miller, Vice-President, and Hans M. Jonsson and Malinda M. Pentz Jonsson, and referred to in these proceedings as Plaintiffs' Exhibit No. 2.

5. Did Tra-Mor, Inc. on the day of the execution of the mortgage to Baltimore Federal Savings and Loan Association, or at any time prior thereto, make known to any of the officers or employees of the Baltimore Federal Savings and Loan Association who was in possession of the property known as Lot No. 13 on Plat A of North Shore, in Anne Arundel County, State of Maryland, and why said parties were in possession.

6. Give an itemized list of the names and addresses of all witnesses Tra-Mor, Inc. intends to produce at the hearing of the above case.

7. Give an itemized list and the contents of all exhibits that Tra-Mor, Inc. intends to produce at the hearing of the above entitled case.

Emanuel McCauley

Joseph Loeffler

Harry E. Grant

Solicitors for Plaintiffs

27

We hereby certify that a copy of the foregoing Interrogatories was mailed to Louis M. Strauss, Solicitor for the Defendant, Towns-Worth Building, Annapolis, Maryland, this 15 day of May, 1952.

Emanuel Klawans
Joseph Loeffler
Harry E. Goertz,
Solicitors for Plaintiffs

By Harry E. Goertz

28

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband	*	No. 10,443 Equity
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
TRA-MOR, INC., a body corporate	*	ANNE ARUNDEL COUNTY
and	*	
	*	In Equity
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	
	*	

* * * * *

Filed 16 May, 1952.

INTERROGATORIES

TO THE DEFENDANT: Baltimore Federal Savings & Loan Association
St. Paul & Fayette Sts. Baltimore, Maryland

TAKE NOTICE: That pursuant to Discovery Rule 2 of the General Rules of Practice and Procedure of the Court of Appeals of Maryland, you are required to answer under affidavit the within interrogatories within fifteen days after service of this Notice.

1. Give an itemized statement of all amounts due by the Plaintiff-Mortgagor, Malinda M. Pentz (also known as Malinda M. Pentz Jonsson) to the Defendant-Mortgagee, Baltimore Federal Savings and Loan Association, on the mortgage dated the 2nd day of May, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 621, folio 382, and securing property known as Lot No. 13 on Plat A of North Shore in Anne Arundel County, Maryland, as of the 25th day of September, 1951.

2. When did Tra-Mor, Inc. make application as mortgagor for a mortgage from the Baltimore Federal Savings and Loan Association on the property known as Lot No. 13 on Plat A of North Shore in Anne Arundel County, State of Maryland.

29

a. State fully what said application contained.

3. What did Baltimore Federal Savings and Loan Association do after receiving said application.

a. Was the application referred to its Loan Committee.

b. State the names of those on said Committee and give their addresses.

c. State generally the experience of each individual to act on said Committee.

d. Did each member of said Committee personally visit the property to be mortgaged.

e. What did the inspection of each member of said Committee consist of and disclose.

f. What did each member of said Committee do to determine:

1. If said property was occupied or unoccupied.

2. If said property was rented or unrented.

3. The rights, if any, of the parties in possession.

g. State the value that each member of said Committee placed on the land and the value that each member placed on the improvements.

h. What amount did Baltimore Federal Savings and Loan Association advance on the fee simple property known as Lot No. 13 on Plat A of North Shore in Anne Arundel County, Maryland as of the 3rd day of October, 1951.

i. State the balance now due on said mortgage.

j. State any other indebtedness now due against said property.

4. Give an itemized list of the names and addresses of all witnesses Baltimore Federal Savings and Loan Association intends to produce at the hearing of the above case.

5. Give an itemized list and the contents of all exhibits that Baltimore Federal Savings and Loan Association intends to produce at the hearing of the above entitled case.

Emanuel Klawans
Joseph Loeffler
Harry E. Goertz
Solicitors for Plaintiffs

We hereby certify that a copy of the foregoing Interrogatories was mailed to Callahan and Calwell and T. Worthington Brundige III, Solicitors for Defendant, 19 E. Fayette St. Baltimore 1, Md. this 15 day of May, 1952.

Emanuel Klawans
Joseph Loeffler
Harry E. Goertz,
Solicitors for Plaintiffs
By: Harry E. Goertz

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband.	:	
vs.	:	IN THE CIRCUIT COURT
TRA-MOR, INC. a body corporate	:	FOR ANNE ARUNDEL COUNTY
and	:	In Equity 10,443
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate.	:	

: : : : : : :

Filed 31 May, 1952

DEFENDANT'S ANSWERS TO PLAINTIFF'S

INTERROGATORIES

The Defendant, Tra-Mor, Inc. answering the Plaintiff's Interrogatories in their numerical order, state:-

1. There was not any monies advanced by Tra-Mor, Inc. to the Plaintiffs, Malinda M. Pentz Jonsson and Hans M. Jonsson her husband, as of September 25th., 1952; however the sum of $100.00 was paid to the aforesaid Plaintiffs on the aforesaid date, as part of the purchase price of their property.

2. Tra-Mor, Inc. does not claim any monies due it by the herein Plaintiffs.

3. September 27, 1951.

a. Name and address of borrower
Mortgagor
Mortgagee
Amount of Loan requested and rate of interest
Date of Application

b.
Cash contract of sale and executed deed of conveyance.

4. No.

5. No.

6. Earle C. Miller-231 St. Paul Place, Balto. Maryland
Frank S. Inman-3024 W. North Ave. Balto. Maryland.
Hugh B. Truitt-231 St. Paul Place, Balto. Maryland.
George H. Pentz, Mountain Road, Pasadena P.O. A.A.Co. Md.
Malinda M. Pentz Jonsson, North Shore, Pasadena P.O. A.A.Co. Md.
Hans M. Jonsson, North Shore, Psasdena P.O., A.A.Co. Md.

32

2

7.a. Cash Contract of Sale, dated September 24,1952 and signed by Malinda Marie Jonsson and Thos M. Jonsson Sellars,and Tra-Mor,Inc. By Frank S. Inman,Pres. Buyer. Purchase price $10,250.00 Settlement-within 6 Months. Deposit Money $100.00

b. Cancelled Check-Deposit Money,Check.

c. Original executed Deed of Conveyance of Lot 13 Plat A North Shore by the herein Plaintiffs to the herein Defendant, Tra-Mor, Inc.

d. Option Agreement between Tra-Mor, Inc, and the herein Plaintiffs.

e. Settlement Sheet between Baltimore Federal Savings and Loan Association and Tra-Mor,Inc.

TRA-MOR,INC.

By: Frank S. Inman

Frank S. Inman,Pres.

Louis M. Strauss
Solicitor for Defendant
Towns-Worth Building
Annapolis,Maryland.

State of Maryland, City of Baltimore, to wit:-

I hereby Certify, That on this 29th. day of May 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, State aforesaid, personally appeared Frank S. Inman,President of Tra-Mor,Inc. and he made oath in due form of law,that the Answers given by Tra-Mor,Inc. are true to the best of his knowledge and belief.

As Witness my hand and Seal.
My Commission expires May 4,19 53.

Hugh B. Truitt

Hugh B. Truitt N.P.

I Hereby Certify ,that a copy of the within answers was mailed to Emanuel Klawans,Attorney for Plaintiffs, Towns-Worth Building, Annapolis, Maryland, May 29th.,1952.

Louis M. Strauss

Louis M. Strauss,Solicitor for Defendant.

LIBER 81 PAGE 336

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
TRA-MOR, INC., a body corporate	:	ANNE ARUNDEL COUNTY
and	:	In Equity
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	:	

Filed 31 May, 1952.

ANSWER TO INTERROGATORIES.

The Baltimore Federal Savings and Loan Association, one of the Defendants in the above case, answering the Plaintiffs' interrogatories in numerical order state:

1. Amount of loan $15,700.00
   Less: Amount paid in principal 5,853.00
   9,847.00
   Plus: Unpaid interest to 9/25/51 34.18
   9,881.18
   Less: Balance in expense account 59.89
   Balance due on mortgage as of 9/25/51 $ 9,821.29

2. September 27, 1951.
   (a) Photostatic copy of application attached hereto.

3. (a) Yes

   (b) Joseph M. Hisley, 210 Upnor Road, Baltimore, Md.
   Eugene K. Reilly, 307 Thornhill Road, Baltimore, Md.

   (c) Joseph M. Hisley has had 20 years experience in property appraisal and mortgage financing in Maryland, and has been Vice President of the Baltimore Federal Savings and Loan Association for approximately 11 years in charge of their Real Estate Loan Department.

   Eugene K. Reilly has had 15 years experience in property appraisal and mortgage financing in Maryland, and has been Vice President of the Baltimore Federal Savings and Loan Association for approximately 6 years in the Real Estate Loan Department of said Association.

   (d) Not in connection with this second mortgage by the Association on the same property.

34

(e) No inspection in connection with this second loan on the same property.

(f) 1. Nothing under the circumstances.
2. Nothing under the circumstances.
3. Nothing under the circumstances.

(g) $14,000.00.

(h) $9,000.00

(i) $8,589.22

(j) No knowledge of whether there is any other indebtedness now due against said property.

4. None

5. Original mortgage dated October 3, 1951 from Tra-Mor, Inc. to Baltimore Federal Savings and Loan Association securing Lot 13, Plat A, North Shore, Anne Arundel County, recorded among the Land Records of Anne Arundel County in Liber JHH No. 647 folio 261.

Original application for loan by Tra-Mor, Inc.

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Joseph M. Hisley, Vice President

Callahan and Calwell
Solicitors for Defendant

T. Worthington Brundige III
T. Worthington Brundige, III, Solicitor

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of May, 1952, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph M. Hisley, the Vice-President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law that the matters and facts contained herein are true to the best of his knowledge, information and belief.

Clara M. Link
CLARA M. LINK Notary Public

I hereby certify that a copy of the foregoing Answer to Interrogatories in the above case was mailed to Joseph Loeffler, Solicitor for Plaintiffs, 1019 Fidelity Building, Baltimore 2, Maryland, this 29th day of May, 1952.

Callahan and Calwell
Solicitors for Defendant

35

Loan No. Application No. 20391

LIBER 81 PAGE 338

Baltimore Federal Savings and Loan Association

APPLICATION FOR LOAN

Amount Requested $ 9000.00 Date 27 Sept. 1951

Ground Rent $ In Fee Term 10 yrs @ 5%

Name Tra-Mor Inc. Present Residence 231 St. Paul Place

Phone MU-2488

Property Address LOT 13 PLAT "A" OF NORTH SHORE AA. Co. Near EDGEWOOD RD. NORTH SHORE

Time for Inspection To be Owned Occupied No. of Families 6

Description of Property

Lot 100' x 240' Type of Construction Frame

Garage 2 car Terrace yes Kind of Street paved Curb yes

Sidewalk No sewer septic tank alley No Age of building 10 yrs.

Rooms and Plan 7 roof slate Lights elec Bath 1

Plumbing Standard Floors hardwood Heat not water oil

Property Purchase 1950 Cost $ 15,700.00 Taxes $ Assessment $

Purpose of Loan purchase

Information for Attorney 5-1703

Present Mortgage Date 5-2-51 Mortgagee Baltimore Federal S. & Loan Assoc.

Original Amount $ 15700.00 Unpaid Balance $ 9888.03 Unpaid Taxes $

Other Liens Date Wanted

Association Closing fee $ 10.00 Construction Loan fee $ Appraisal fee $ 15.00 Survey Credit Report $ 3.50

Title now held by Malinda M. Pentz & Lynn Marie Pentz

Title reference (deed)

How is title to be taken Fee or Leasehold In Fee

Title Fee $ ~~100.00~~ 75.00 does not include recording charges, stamps, etc.

RECEIVED BY CALLAHAN & CALWELL SEP 26 1951

Filed 31 May, 1952

APPLICANT

Age Dependents Employed by

Occupation

Present salary Value of Other Real Estate

Life Insurance Company

In the event that this loan is granted, I we do hereby authorize such Attorneys, as designated by you, to proceed with the examination of the title to the within property(ies), and I we agree to pay such Attorneys' fee therefor and to reimburse them for any monies advanced in connection therewith, and in event I we for any reason decide not to consummate said settlement I we agree to reimburse such Attorneys for any monies advanced by them and for their reasonable expense incurred in connection therewith.

Applicant's Signature [signature] Pres (SEAL)

[signature] VP (SEAL)

(SEAL)

Date of Appraisal 9-21-51 (SEAL)

AMOUNT APPRAISED $ 14[illegible] G. R. $ [illegible] AMOUNT GRANTED $ 9000 G. R. $ [illegible]

Subject to the following conditions 10 years [illegible]

[signature] [signature]

Exhibit

36

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband	*	No. 10,443 Equity
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
TRA-MOR, INC., a body corporate and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	

* * * * * *

EXCEPTIONS TO DEFENDANT'S ANSWERS TO PLAINTIFFS' INTERROGATORIES

Filed 11 June, 1952

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The exceptions of the Plaintiffs, Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and Hans M. Jonsson, her husband, to the answers of the Defendant, Tra-Mor, Inc., a body corporate, to the Plaintiffs' interrogatories, respectfully shows unto your Honor:

1. That the Defendant, Tra-Mor, Inc. a body corporate, has failed, neglected or refused to answer the following interrogatories of the Plaintiffs:

1.
2.
3(a)
3(b)
7.

Joseph Loeffler
Emanuel Klawans
Harry E. Goertz
Solicitors for Plaintiffs-Exceptants

We hereby certify that a copy of the foregoing Exceptions was mailed to Louis M. Strauss, Solicitor for Defendant, Townsworth Bldg. Annapolis, Md. this 10th day of June, 1952.

Emanuel Klawans
Joseph Loeffler
Harry E. Goertz
By Harry E. Goertz

37

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband,

PLAINTIFFS.

VS. NO. 10,443 EQUITY

TRA-MOR, INC., a body corporate, and another,

DEFENDANTS.

:::::::

ORDER SUSTAINING EXCEPTIONS

Filed 10 July, 1952.

The exceptions filed by the plaintiffs herein on June 11, 1952, to the answers of the defendant, Tra-Mor, Inc., to certain of the said plaintiffs' interrogatories coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this tenth day of July, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said exceptions be, and the same are hereby, sustained, and that said defendant have five days in which to file amended answers.

Judge.

38

MALINDA M. PENTZ JONSSON (also known as Lynn M. Jonsson) and HANS M. JONSSON, her husband.	:	IN THE
vs.	:	CIRCUIT COURT
TRA-MOR, INC. a body corporate	:	FOR
and	:	ANNE ARUNDEL COUNTY
BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate.	:	In Equity 10,443

: : : : :

Filed 31 July, 1958.

PETITION FOR, AND ASSENT TO DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned Petitioners, respectfully show:

1. That an Agreement has been reached between the Plaintiffs, Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, and the Defendant, Tra-Mor, Inc., as follows:

A. That the real estate and premises mentioned in these proceedings be sold.

B. That Louis M. Strauss and Emanuel Klawans be appointed Trustees to sell the same.

C. That they be authorized and directed to sell the same at either public or private sale, subject to ratification by this Court, provided the private sale shall not be made for less than Fifteen Thousand Dollars, ($15,000.00).

D. That the proceeds of said sale be brought into this Court for distribution under its supervision.

E. That the proceeds of sale be applied first to payment of all Court Costs in this case, and all expenses of sale, including the usual Trustees commissions allowed in this Honorable Court, next to payment of Twelve Thousand Dollars ($12,000.00) to Tra-Mor, Inc., out of which its mortgage debt to Baltimore Federal Savings & Loan Association, including all Costs, secured from the said realty, shall be paid in full. The residue, if any, to be divided equally and one-half thereof to be paid to Tra-Mor, Inc., and the other half to Counsel for Malinda M. Pentz Jonsson and Hans M. Jonsson, her

39

husband.

F. In evidence of their authority, the Petitioners file herewith a Power of Attorney from Malinda M. Pentz Jonsson, dated July 17, 1952, to the aforegoing effect, signed by Malinda M. Pentz Jonsson and, on the reverse side thereof an Acceptance by Tra-Mor, Inc., the original of which is filed herewith as a part hereof, and marked "Petitioner's Exhibit No. 1".

Also, a Power of Attorney from Hans M. Jonsson, the original of which is filed herewith as a part hereof and is marked, "Petitioner's Exhibit No. 2".

TO THE END, THEREFORE:

1. That a Decree be passed in accordance with the aforegoing Petition.

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

AND, AS IN DUTY BOUND, ETC.

Joseph Loeffler

Harry E. Goertz

Emanuel Klawans

Solicitors for Plaintiff

Louis M. Shuman

Solicitor for Tra-Mor, Inc., Defendant

40

LIBER 81 PAGE 343

"PETITIONERS' EXHIBIT NO. 1"

KNOW ALL MEN BY THESE PRESENTS, that I, MALINDA M. PENTZ JONSSON, do hereby authorize and empower JOSEPH LOEFFLER, HARRY E. GOERTZ and EMANUEL KLAWANS, counsel for my husband and myself in the case filed by my husband and myself against Tra-Mor, Inc. a body corporate, and the Baltimore Federal Savings and Loan Association, a body corporate, in the Circuit Court for Anne Arundel County, to consent to the immediate appointment of Trustees, one of whom is to be selected from among said counsel, for the purpose of making a sale of the property involved in said proceeding at either private or public sale, subject to the jurisdiction and control of the said Circuit Court for Anne Arundel County, and upon the sale of said property, from the proceeds thereof the costs incurred in said proceeding and for making said sale shall first be deducted; secondly, the sum of Twelve Thousand Dollars ($12,000.00) shall be paid to Tra-Mor, Inc. which sum shall be as payment in full of all indebtedness arising out of the transaction between Tra-Mor, Inc. and Hans M. Jonsson and Malinda M. Pentz Jonsson; and thirdly, the balance remaining shall be divided equally, one-half of which shall be paid to Tra-Mor, Inc. and the other half shall be paid to counsel for myself and my husband, the said Hans M. Jonsson.

Filed 31 July, 1952.

It is understood and agreed that the amount due the Baltimore Federal Savings and Loan Association, whose debt is secured by a mortgage on the property involved in these proceedings, shall be paid from the proceeds of Twelve Thousand Dollars ($12,000.00), hereinbefore referred to, to be paid to Tra-Mor, Inc.

I further agree that I will vacate, quit and peacefully surrender the premises and to remove my personal property therefrom within ten (10) days from the date that the contract shall be signed for the sale of the above mentioned property.

It is understood that the automatic electric hot water heater, the electric range and the radiator covers are our personal property and do not constitute part of said premises.

WITNESS my hand and seal this 17th day of July, 1952.

WITNESS:

Regina Zandler

Malinda M Pentz Jonsson (SEAL)
Malinda M. Pentz Jonsson

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that onthis 17th day of July, 1952 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Malinda M. Pentz Jonsson, and she acknowledged the foregoing authorization to be her act.

AS WITNESS my hand and Notarial Seal.

PETITIONERS' EXHIBIT NO. 1

Regina Zandler
Notary Public

4th Assignment for exceptions by Tra-Mor, Inc.

LIBER 81 PAGE 344

"PETITIONERS' EXHIBIT NO. 2"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, HANS M. JONSSON, a member of the forces of the United States Army and stationed in Germany, have made, constituted and appointed and by these presents do make, constitute and appoint JOSEPH LOEFFLER, of the City of Baltimore, in the State of Maryland, United States of America, to be my true, sufficient and lawful attorney, for me and in my place and stead, to sell, together with my wife, Malinda M. Pentz Jonsson, at either public or private sale, for cash and at such price as my said wife may determine, the lot of ground together with all the improvements thereon which I own as tenants by the entireties with her, known as Lot No. 13 on Plat A of North Shore, in Anne Arundel County, State of Maryland, in the United States of America aforesaid, in fee simple, and to execute, pursuant thereto, contracts of sale and to receive any sums paid in connection therewith, and for me and in my own name, place and stead, to execute and acknowledge and deliver according to law any and all conveyances, deeds, contracts and any other instruments which he may deem necessary and expedient or which he may be required by law for the purpose of this Power of Attorney, and to receive the purchase money, together with my said wife, and to pay out all expenses or other necessary deductions as may be necessary or required in order to effectuate the transfer of said property, and to pay counsel representing me in any litigation in connection with said property, the purchaser or purchasers to be excused from responsibility as to the application of the purchase money.

Filed 31 July, 1952.

And generally to do, act, transact, determine, accomplish and finish all matters and things whatsoever relating to the premises as fully, amply and effectually as I, the said constituent, if present, could or might do personally, I, the said constituent, ratifying, confirming, allowing and holding firm and valid all and whatsoever my said attorney shall, in my name, place and stead, lawfully do or cause to be done in or about the premises by virtue of these presents.

AS WITNESS my hand and seal this 22 day of July, 1952.

WITNESS:

1st Lt. Sig C.

Hans M. Jonsson (SEAL)
Hans M. Jonsson

PETITIONER'S Exhibit No. 2

42

LIBER 81 PAGE 345

PAGE of TWO PAGES

WITH THE ARMED FORCES OF THE UNITED STATES (at Headquarters, 321st Signal Bn, Corps, Moehringen-Stuttgart, Germany) ss:

I hereby certify that the aforegoing instrument was acknowledged this 22 day of July, 1952, by Hans M. Jonsson, serving in the armed forces of the United States, before me, a Commissioned Officer in the active service of the Army of the United States.

Melvin Martinov
(Signature of Officer)

MELVIN MARTINOV, 1st Lt, Hq/Hq Co
321st Signal Bn, Corps
(Royal Arms Apts, Salt Lake City, Utah)
(Name, rank, unit to which he is attached, and permanent address of officer)

43

MALINDA M. PENTZ JONSSON, and HANS M. JONSSON, her husband,	:	NO. 10,443 EQUITY
	:	IN THE
Plaintiffs,	:	CIRCUIT COURT
vs.	:	FOR
TRA-MORE, INC., ET AL,	:	
Defendants.	:	ANNE ARUNDEL COUNTY.

: : : : :

DECREE

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

Thereupon, upon the aforegoing petition and exhibits filed in these proceedings, it is this 31st day of July, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered, and decreed, as follows:-

Filed 31 July, 1952.

(1) That the property mentioned in the proceedings be sold.

(2) That Louis M. Strauss, and Emanuel Klawans, be, and they are hereby, appointed trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penalty of fifteen thousand dollars ($15,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to sell said property, at private sale for not less than fifteen thousand dollars ($15,000.00), or at public sale, to the highest bidder, and in event of public sale they shall first give at least three weeks' notice by advertisements in some newspaper published in Anne Arundel County as they shall think proper, and such other notice as they may deem advisable, of the time, place, manner and terms of sale, which terms shall be cash payment of the price in full upon ratification of the sale by this Court and to be secured to the satisfaction of the trustees, and as soon as may be conveient after such sale, the said trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness

44

of said sale; and, on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said trustees shall, by a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

(3) That the proceeds of such sale shall be applied first to payment of the aforesaid court costs and commissions and to payment of all expenses of sale; and second to payment of twelve thousand dollars($12,000.00) to Tra-Mor, Inc., out of which shall be paid to Baltimore Federal Savings and Loan Association all sums owed to it by Tra-Mor, Inc. secured by mortgage of said property hereby decreed to be sold, including the entire unpaid balance of the principal debt, accrued interest thereon, and all costs and other sums owed under the terms of the mortgage; and the residue of the proceeds of sale, if any, shall be equally divided and one-half thereof shall be paid to Tra-Mor, Inc., and the other half thereof shall be paid to Harry E. Goertz and Joseph Loeffler and Emanuel Klawans, as solicitors for Malinda M. Pentz Jonsson and Hans M. Jonsson, her husband, and the Court Auditor is hereby authorized and directed to state the auditor's account in accordance herewith.

Benjamin Michaelson
Judge

45

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,443 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Emanuel Klawans, 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 $15,000.00 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 4th day of August, 1952.

WHEREAS, by Order of the Circuit Court for Anne Arundel County in a cause entitled "Melinda M. Pentz Jonsson and Hans M. Jonsson, her husband, vs. Tra-Mor, Inc., and Baltimore Federal Savings & Loan Association," No. 10,443 Equity, dated August 1, 1952, the above bounden Louis M. Strauss and Emanuel Klawans were appointed Trustees to make sale of the property described in said proceedings, and whereas the said Louis M. Strauss and Emanuel Klawans are about to execute said power and make sale of the said property,

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 of said sale, 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:

Mildred F. Bean
Mildred F. Bean - as to both

Louis M. Strauss (SEAL)

Emanuel Klawans (SEAL)

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 4 Aug., 1952
John H. Hopkins, 3rd, Clerk.

Filed 4 Aug., 1952.

Subject to approval of and ratification by the Circuit Court for Anne Arundel County, the undersigned Louis M. Strauss and Emanuel Klawans, as trustees acting under a decree of said Court passed in cause No. 10,443 Equity in said Court in which Malinda M. Pentz Jonsson and Hans Jonsson, her husband are complainants and Tra-Mor, Inc and Baltimore Federal Savings and Loan Association are respondents, do hereby agree to sell to Edward S. Niemeyer and Elizabeth E. Niemeyer, his wife and the latter do hereby agree to purchase from the forner, all of the right, title, interest and estate, at law or equity, of the parties to said cause and of all persons claiming through or under them, in and to all that parcel of land, and all buildings and improvements thereon, and all rights and appurtenances thereto, that was conveyed to Tra-Mor, Inc. by deed from Malinda M. Pentz Jonsson and Hans Jonsson, her husband, dated September 25, 1951, recorded among the land records of said County in liber J.H.H. 647 folio 259, said premises being lot No. 13 Plat "A" of North Shore recorded among the plat records of said County. At and for a total purchase price of fourteen thousand dollars ($14,000.00), of which a deposit of one thousand ($1,000.00) dollars has been paid to said trustees, receipt of which is hereby acknowledged by them, the balance in full to be paid cash upon final ratification of said sale or expiration of ninety days from this date, whichever is later, unpaid balance to bear interest at the rate of six per cent per annum from date that sale is finally ratified. All taxes, public dues and charges to be pro-rated to date of final ratification of sale. State and federal documentary stamps to be paid one-half by vendors and one-half by purchasers. Deed of conveyance to purchasers to be prepared and executed at expense of the purchasers, [illegible]

Time is of the essence, and if settlement is not made at the time aforesaid trustees may elect to declare this contract void and said deposit shall be retained toward the damages resulting from breach of contract, and resell the property at the risk of the purchasers hereto. Witness the hands and seals of the parties this 19th day of August, 1952.

Attest:

Vivian E. Vance as to Edward S. Niemeyer (SEAL)
Edward S. Niemeyer

Vivian E. Vance as to Elizabeth E. Niemeyer (SEAL)
Elizabeth E. Niemeyer

Vivian E. Vance as to Louis M. Strauss trustee (SEAL)
Louis M. Strauss, trustee

Vivian E. Vance as to Emanuel Klawans trustee (SEAL)
Emanuel Klawans, trustee,

Filed 28 Aug., 1952.

47

LIBER 81 PAGE 350

MALINDA M. PENTZ JONSSON, et al	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
TRA-MOR, INC. et al		In Equity

* * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Malinda M. Pentz Jonsson, plaintiff in the above entitled case, respectfully shows unto your Honor as follows:

1. That a decree has been passed in the above entitled case appointing Louis M. Strauss and Emanuel Klawans trustees to sell the property therein involved.

2. That said decree provided for a private sale at not less than Fifteen Thousand Dollars ($15,000.00).

3. That the Trustees have received an offer to sell said property for the sum of Fourteen Thousand Dollars ($14,000.00) which they desire to report to this Honorable Court as representing the best price they have so far received and have expressed the opinion that it would be most advantageous to accept said offer.

4. That your Petitioner hereby consents to the report and ratification of the sale of said property at the sum of Fourteen Thousand Dollars ($14,000.00) and hereby further consents to said sale in accordance with the terms of the power of attorney heretofore executed in favor of Joseph Loeffler and filed in this proceeding.

WHEREFORE, your Petitioner hereby consents to the ratification of said sale in her own behalf and on behalf of

Filed 28 Aug., 1952

48

Hans M. Jonsson, her husband and co-Plaintiff.

AND AS, etc.

Malinda M Pentz Jonsson
Plaintiff

Joseph Loeffler
Harry E Gantz
Solicitors for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of August, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Malinda M. Pentz Jonsson and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Regina [illegible]
Notary Public

MALINDA M. PENTZ JONSSON, and HANS M. JONSSON, her husband,

Plaintiffs,

vs.

TRA-MOR, INC., and BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION,

Defendants.

: No. 10,443 Equity

: In The Circuit Court For

: Anne Arundel County.

TRUSTEES' REPORT OF PRIVATE SALE AND PETITION TO RATIFY SAME.

Filed 28 Aug., 1952.

To The Honorable, The Judges of said Court:

The report and petition of Louis M. Strauss and Emanuel Klawans, respectfully shows:-

1. That by decree of this Court, passed in the above case on July 31, 1952, the petitioners were appointed trustees to sell the real estate mentioned in these proceedings, at private sale for not less than fifteen thousand dollars, or at public sale, to the highest bidder.

2. 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, the petitioners advertised said realty for private sale, in the Baltimore Sun, on Sunday August 3rd, 1952, Wednesday August 6, 1952, and Sunday August 10, 1952.

3. That the highest offer received for said realty was made by Edward S. Niemeyer and Elizabeth E. Niemeyer, his wife, who offered to purchase same for fourteen thousand dollars, of which one thousand dollars cash deposit would be paid immediately, balance in ninety days with interest from date of final ratification of sale, taxes and public charges to be pro-rated to date of final ratification of sale, state and federal documentary stamps to be paid one-half by vendors.

4. That the trustees are fully satisfied that no higher price is likely to be obtained for this property at public or private sale, and that it is for the best interests and advantage of all parties interested in these proceedings that said offer be accepted, and the interested parties approve and desire that said offer be accepted. That the trustees have therefore entered into a contract, subject to approval of and ratification by this Court, with Edward S. Niemeyer and Elizabeth

50

E. Niemeyer, to sell said realty to them at said price and upon said terms, and have received from them a cash deposit of one thousand dollars and have entered into the written contract filed herewith as exhibit 1.

Respectfully submitted,

Louis M. Strauss trustee

Emanuel Klawans trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that on this 28th day of August, 1952, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Louis M. Strauss and Emanuel Klawans, the trustees named in the aforegoing report of sale, and made oath in due form of law that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and notarial seal.

Mildred F. Bean Notary Public.

We hereby consent to and approve of the sale of the realty mentioned in these proceedings, to Edward S. Niemeyer and Elizabeth E. Niemeyer, his wife, for a total price of fourteen thousand dollars, of which a deposit of one thousand dollars has been paid, balance cash within ninety days from the 19th day of August, 1952, with interest on unpaid balance from date that sale is finally ratified, taxes and public charges pro-rated to date sale is finally ratified, documentary stamps to be paid half by vendors. We request the Circuit Court for Anne Arundel County to ratify said sale.

Attest:

(SEAL)
Malinda M. Pentz Jonsson

Hans M. Jonsson

By (SEAL)
Joseph Loeffler, power of attorney

TRA-MOR, INC.

By (SEAL)

HUGH B. TRUITT

51

MALINDA M. PENTZ JONSSON, et al, : No. 10,443 Equity

Plaintiffs, In The Circuit Court For

vs. : Anne Arundel County.

TRA-MOR, INC., et al,

Defendants. :

TRUSTEES' PETITION

To The Honorable, The Judges of said Court:

The petition of Louis H. Strauss and Emanuel Klawans, respectfully shows:-

1. That by decree of this Court in the above cause, dated July 31, 1952, they were appointed trustees to sell the realty mentioned in these proceedings, and were directed to sell same at private sale for not less than $15,000.00, or at public sale, to the highest bidder, terms cash in full upon ratification of the sale.

Filed 28 Oct., 1952

2. That said trustees advertised said premises for private sale, and, subject to ratification by this Court, have entered a contract to sell same to Edward S. Niemeyer and Elizabeth E. Niemeyer, his wife, for $14,000, and have received from them a deposit of $1,000, balance to be paid cash on or before ninety days from August 19, 1952, taxes to be pro rated to date sale is finally ratified, document stamps to be paid one-half by vendors, unpaid balance to bear interest at 6% from date sale is finally ratified. As will more fully appear from the trustees' report of sale filed herewith.

3. That the trustees believe that no higher price can be obtained for said premises, at public or private sale, and that it is for the benefit of all persons concerned that said sale be ratified. That all parties in interest have signed their consent that said contract be ratified, and said consents are appened to said report of sale or filed herewith.

TO THE END THEREFORE: (1) That the decree of this Court passed July 31, 1952 be modified to allow private sale at $14,000.00, to be paid cash ninety days from August 19, 1952.

(2) That said private sale to Edward S. Niemeyer and wife be ratified and confirmed.

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

52

And we in duty bound, etc.

Louis M. Strauss Trustee

Emanuel Klawans Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 28th day of August, 1952, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Louis M. Strauss and Emanuel Klawans, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true and bonafide as there stated. Witness my hand and notarial seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean Notary Public
Mildred Bean

ORDER OF COURT

Upon the aforegoing petition, and the report of sale filed therewit by Louis M. Strauss and Emanuel Klawans, trustees, and the consents appended thereto or filed therewith, it is ordered by the Circuit Court for Anne Arundel County, sitting in Equity this 29th day of August, 1952, that the decree passed by this Court on July 31, 1952 in this cause be and the same is hereby modified, to authorize said trustees to sell said premises at private sale for not less than fourteen thousand dollars ($14,000.00), of which a deposit of one thousand dollars ($1,000.00) shall be paid at the time of making the contract, balance to be paid cash on or before ninety days from date of contract or when sale is finally ratified, whichever is later, with interest on unpaid balance at rate of six per cent per annum from date the sale is finally ratified, all taxes, public dues and charges to be pro-rated to date sale is finally ratified, state and federal document stamps to be paid one-half by trustees, all other terms of said decree dated July 31, 1952 to remain unchanged.

Filed 29 Aug., 1952.

And it is further adjudged, ordered and decreed, by the authority aforesaid, that the contract of sale between Louis M. Strauss and Emanuel Klawans, as trustees, and Edward S. Niemeyer and Elizabeth E. Niemeyer, his wife, filed in these proceedings, by which the latter purchase the premises mentioned in these proceedings at and for a total purchase price of $14,000.00, upon the terms mentioned in said contract of sale, be and the same is hereby finally ratified and confirmed.

5'3

Benjamin Michaelson Judge

In the Case of

Malinda M. Pentz Jonsson
(also known as Lynn M. Jonsson) and
Hans M. Jonsson, her husband
VS.
Tra-Mor, Inc., a body corporate,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,443 Equity

To the Honorable, the Judges of said Court:

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

Filed 2 Jan., 1953.

December 29, 1952

All of which is respectfully submitted.

Laura K. Ticklus
Auditor.

55

Dr. Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and Hans M. Jonsson, her husband, vs. Tra-Mor, Inc., a body corporate, et al

In ac.

To Trustees for Commissions, viz:	454	78	454	78
To Trustees for Court costs, viz:				
Plaintiffs' Solicitors' appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	60	25		
Jos. C. Deegan - Sheriff's costs	4	70		
Auditor - stating this account	18	00		
			102	95
To Trustees for Expenses, viz:				
The A. S. Abell Co. - advertising sale	15	30		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	60	00		
Clerk of Court - recording release mortgage		75		
One-half Federal documentary stamps	7	70		
One-half documentary stamps	7	70		
Mildred F. Bean - notary fees	1	50		
			98	95
To Tra-Mor, Inc. - amount decreed to be allowed by Decree of 7/31/52, viz:	12,000	00		
LESS: Amount due Baltimore Federal Savings & Loan Ass'n on mortgage claim	8,361	33	3,638	67
To Baltimore Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim, interest to 11/12/52, etc	8,361	33	8,361	33
BALANCE FOR DISTRIBUTION - $1,527.96				
Distributed as follows in accordance with Decree of 7/31/52, viz:				
To Tra-Mor, Inc. - one-half	763	98		
To Harry E. Goertz, Joseph Loeffler and Emanuel Klawans, Solicitors for Matilda M. Pentz Jonsson and Hans M. Jonsson, her husband - one-half	763	98		
			1,527	96
			14,184	64

56

with Louis M. Strauss and Emanuel Klawans, Trustees Cr.

1952				
Nov.	12	Proceeds of Sale (Contract of Sale dated 8/19/52)	14,000 00	
		Interest from 8/19/52 to 11/12/52	159 40	14,159 40
		Refund 1952 State and County taxes ($75.88 - adjusted)	25 24	25 24
				14,184 64

57

Filed 7 Feb., 1953. Filed 2 Jan., 1953.

ORDER NISI LIBER 81 PAGE 359

Malinda M. Pentz Jonsson (also known as Lynn M. Jonsson) and Hans M. Jonsson, her husband

VERSUS

Tra-Mor, Inc.,

a body corporate,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,443 Equity.

ORDERED, This 2 day of January, 1953, 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 6 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of February next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of February, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
A. J.

58

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 28th 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,443

Malinda M. Pentz Jonsson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1953 The first insertion being made the 3rd day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,443 Equity.
MALINDA M. PENTZ JONSSON (also known as LYNN M. JONSSON) and Hans M. JONSSON, her husband
Vs.
TRA-MOR, INC., a body corporate, et al.

Ordered, this 2nd day of January, 1953, 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 6 day of February next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of February next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
j-17

Filed 7 Feb., 1953.

No. E.C. 9281

59

Richard Neal Edgewater, Maryland.	:	No. 10,342 Equity
	:	In the
vs.	:	
	:	Circuit Court
Richard Wilson Thomas Edgewater, Maryland, and all persons having or claiming to have any interest in the property assessed to Richard Wilson Thomas described as 1 lot and improve- ments near South River, First District of Anne Arundel County.	:	for
	:	Anne Arundel County
	:	
	:	

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

BILL OF COMPLAINT TO FORECLOSE ALL RIGHTS OF REDEMPTION OF THE PROPERTY TO WHICH THE CERTIFICATE OF TAX SALE FILED HEREWITH RELATES.

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

To the Honorable, the Judge of said Court:

Your Orator, humbly complaining, says:

1.

That on the 10th day of October, 1949, your Orator Richard Neal, was issued a certificate of tax sale by Joseph H. Griscom, Sr., County Treasurer, the same being No. 1302, and is filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill of complaint.

2.

That the said certificate of tax sale describeds one lot and improvements situated near South River, First District of Anne Arundel County, as is described on the Collector's Tax Rolls and on the certificate of tax sale by being more particularly described as all that lot conveyed by Frank Clagett and Henrietta Clagett, his wife, to Richard Wilson Thomas dated January 6th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60, folio 116.

3.

That the aforesaid property has not been redeemed by the Defendant or by any party in interest although more than one year

Filed 9 Oct., 1951

from the day of the sale has expired.

4.

That the amount necessary to redeem this property is $26 with interest from October 10th, 1949, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by your Complainant and any reimbursement to your Orator under Sections 90 J and 90K of Article 81 of the Annotated Code of Maryland.

Wherefore, your Orator prays:

1. That this Honorable Court might decree an absolute and indefeasible estate in fee simple to be vested in himself, the purchaser of the property.
2. That this Honorable Court might issue a summon for the Defendant Richard Wilson Thomas whose last known address was Edgewater, Md., and issue an order of publication for all persons having or claiming to have any interest in the property of Richard Wilson Thomas containing 1 lot and improvements situated near South River, First District of Anne Arundel County.
3. That this Honorable Court might pass a final decree foreclosing all rights of redemption to the Defendant in and to all the property described therein.

And as in duty bound, etc.

George B. Woelfel

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 9th day of October, in

2

the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Richard Neal who made oath in due form of law that that matters and facts stated in the aforegoing bill are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Stoffe
Notary Public

1302

LIBER 81 PAGE 363

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 Richard Neal Edgewater P.O. at public auction for the sum of 26.00 Dollars and ..... Cents, of which 22.12 Dollars has been paid as a deposit on the property in First District described as 1 Lot & Improvements situated near South River First District A. A. Co.

and assessed to Richard W. Thomas

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October OCT 11 1950, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 9 Oct., 1951

Witness my hand and seal, this OCT 10 1949 day of ..... 19.....

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

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this ..... day of October, OCT 10 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Milton Ostrovsky
Notary Public.

My Commission Expires MAY 7 1951

Plaintiff's Exhibit No. 1

14

Richard Neal Edgewater, Maryland.	:	No. 10,342 Equity
	:	In the
vs.	:	
	:	Circuit Court
Richard Wilson Thomas, Edgewater, Maryland, and all persons having or claiming to have any interest in the property assessed to Richard Wilson Thomas described as 1 lot and improve- ments near South River, First District of Anne Arundel County	:	for
	:	Anne Arundel County

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

ORDER OF PUBLICATION

Filed 9 Oct, 1951

The object of this proceedings it to secure the foreclosure of all rights of redemption in the following property situated in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel, State of Maryland, to the Plaintiff in this proceedings:

> 1 lot and improvements situated near South River, First District of Anne Arundel County, more particularly described in a deed from Frank Clagett and Henrietta Clagett, his wife, by deed dated Jan. 6th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 60, folio 116.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 9 day of October, 1951, by the Circuit Court for Anne Arundel County, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 19 day of December, 1951, and redeem the property and answer the bill or thereafter a final decree will be rendered forclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk

5

LIBER 81 PAGE 365

Legal Notices

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,342 Equity

RICHARD NEAL, Edgewater, Maryland,

Vs.

RICHARD WILSON THOMAS, Edgewater, Maryland, and all persons having or claiming to have any interest in the property assessed to Richard Wilson Thomas, described as Lot and Improvements near South River, First District of Anne Arundel County.

ORDER OF PUBLICATION

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

1 lot and improvements situated near South River, First District of Anne Arundel County, more particularly described in a deed from Frank Cugell and Henrietta Cugell, his wife, by deed dated Jan. 9th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 90 folio 116.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 9th day of October, 1951, by the Circuit Court for Anne Arundel County, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks warning all persons interested in the said property to be and appear in this Court by the 19th 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 plaintiff a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed 3 Jan., 1952

No. MG.....
6

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 19, 1951

We hereby certify, that the annexed Order of Publication

Equity 10,342 Richard Neal

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Willis Sells

LIBER 81 PAGE 366

Richard Neal

vs.

Richard Wilson Thomas et al

No. 10342 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Richard Wilson Thomas, and all persons having or claiming to have any interest in the property assessed to Richard Wilson Thomas after Order of Publication duly published ~~(or served) (having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication ~~(or Writ of Summons)~~

It is thereupon this 7th day of January, 19 52, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

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

Benjamin Michaelson

Judge

Filed 7 Jan., 1952.

7

Richard Neal	:	No. 10,342 Equity
	:	In the Circuit Court
vs.	:	for
Richard Wilson Thomas, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered and it appearing to the Court that the same has been conducted in a substantial compliance with the provisions of Sections 90J and 90K of Article 81 of the Annotated Code of Maryland

It is thereupon this 19th day of December, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all rights of redemption of the Respondent or of anyone claiming by, from or under them, in and to the property described in this proceedings, the same having been sold by the Treasurer of Anne Arundel County to Richard Neal on the 10th day of October, 1949, for non-payment of taxes be, and the same are hereby barred and foreclosed.

And it is further ADJUDGED, ORDERED and DECREED that an absolute and indefeasible title in fee simple to the said property, free and clear of all alienations and descents occurring prior to this decree as well as all encumbrances thereon, (except taxes accuring subsequent to said date of sale and the public assessments to which the same is subject) are hereby vested in the Complainant.

And it is further ADJUDGED, ORDERED and DECREED that upon payment by him of the balance, if any, due on the purchase price together with all taxes, interest and penalties thereon accuring subsequent to the day of sale, to the Treasurer of Anne Arundel County, the Treasurer of Anne Arundel County shall execute a deed conveying aforesaid property to the Complainant.

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
Judge

Filed 19 Dec., 1952.

THE AMERICAN OIL COMPANY
American Building
Baltimore 3, Maryland,

PLAINTIFF

vs.

CAROLYN L. HEALY,
8 Acton Place
Annapolis, Maryland

and

CAROLYN R. O'CONNELL and
RAYMOND G. O'CONNELL, her husband
432 Lothrop Road
Grospoint Farms 30, Michigan

and

SAMUEL B. DOVE and
ROSA F. DOVE, his wife
125 Spa View Avenue
Annapolis, Maryland

and

CHARLES F. LEE and
LOTTIE E. LEE, his wife
~~Ritchie Highway~~ 53 College Ave
~~nr.~~ Annapolis, Md.

and

FRANK FESTAGALLO and
DOLORES FESTAGALLO, his wife
234 West Street
Annapolis, Maryland,

DEFENDANTS.

* IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY.

IN EQUITY

No. 10,528

Filed 22 July, 1952.

* * * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator complaining says:

1. That on or about the 19th day of August, 1946, the Defendants, Carolyn L. Healy, widow, Carolyn R. O'Connell and Raymond G. O'Connell, her husband, Samuel B. Dove and Rosa F. Dove, his wife, and Charles F. Lee and Lottie E. Lee, his wife, being seized and possessed of two lots situate and lying in the Third Election District of Anne Arundel County, Maryland, known as Lots #13 and #14 on the revised Plat of Arnold Heights, made

by J. R. McCrone dated May 29, 1940, containing 1.88 acres and described as follows, namely:

> BEGINNING for the same at an iron pipe set on the easterly side of Ritchie Highway, said point being distant North 66 degrees 05 minutes 30 seconds East, 75.00 feet from Station 875 plus 20, as shown on State Roads Commission of Maryland Plat No. 2840, recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said beginning point and with the said easterly side of the Ritchie Highway, North 23 degrees 54 minutes 30 seconds West, 1431.05 feet to an iron pipe there set; thence leaving said Highway and running with the divisional line between the property herein described and that immediately adjoining on the north now owned by Christian Rochlitz, North 70 degrees 37 minutes 30 seconds East, 338.37 feet to the westerly side of the Baltimore-Annapolis Boulevard, South 11 degrees 54 minutes 30 seconds West, 498.59 feet to an iron pipe set on the northerly side of a State Roads Commission right-of-way as shown on the above mentioned Plat No. 2840; thence running with the said right-of-way, South 66 degrees 05 minutes 30 seconds West, 45.52 feet to the place of beginning.

agreed in writing to sell unto the Defendants, Frank Festagallo and Dolores Festagallo, his wife, the aforesaid lots for the sum of Three Thousand ($3,000.00) Dollars of which Five Hundred ($500.00) Dollars was paid prior to the signing of said agreement and the balance to be paid in monthly instalments of not less than Thirty-five ($35.00) Dollars. That approximately Fifteen Hundred ($1500.00) Dollars of the aforesaid purchase price has been paid; and your Orator files herewith, as a part hereof, a photostatic copy of said agreement or contract of sale signed and sealed by the aforesaid parties and marked Plaintiff's Exhibit "A".

2. That on or about the third day of October, 1951, the Defendants, Frank Festagallo and Dolores Festagallo, his wife, granted unto your Orator in writing the exclusive right and privilege of purchasing the aforesaid property for the sum of Eighty-five Hundred ($8500.00) Dollars and upon payment of the aforesaid purchase price to execute a deed and deliver possession of said property, free, clear and discharged of the right of possession by all other persons; and your Orator files herewith, as a part hereof, a photostatic copy of the said agreement signed and sealed by the said Frank Festagallo and Dolores Festagallo, his wife, marked Plaintiff's Exhibit "B"; said agree-

ment being recorded among the Land Records of Anne Arundel County in Liber J.H.H. #686 Folio 223.

3. That on or about the 30th day of October, 1951, the Defendants, Frank Festagallo and Dolores Festagallo, his wife, agreed with your Orator in writing to extend the aforesaid option agreement to and including the 31st day of January, 1952; and your Orator files herewith as part hereof the said agreement or extension signed and sealed by the said Frank Festagallo and Dolores Festagallo, his wife, marked Plaintiff's Exhibit "C"; said agreement being recorded among the Land Records of Anne Arundel County in Liber J.H.H. 686 Folio 227.

4. That on or about the 11th day of January, 1952, your Orator, The American Oil Company, exercised the aforesaid option and in writing advised the Defendants, Frank Festagallo and Dolores Festagallo, his wife, that it elected to exercise the option as aforesaid, subject to the terms, provisions and conditions in said option agreement as amended; and your Orator files herewith, as a part hereof, a photostatic copy of said election signed by its Vice President marked Plaintiff's Exhibit "D".

5. That the Defendants, Frank Festagallo and Dolores Festagallo, his wife, thereafter in compliance with the terms of the aforesaid option obtained proper authority and authorization from the County Commissioners of Anne Arundel County to use the aforesaid lots for service station purposes; whereupon your Orator on May 29th, 1952 advised the aforesaid Defendants, Frank Festagallo and Dolores Festagallo, of the binding contract between it and the said Defendants for the purchase of the aforesaid lots and that your Orator as provided in the aforesaid option agreement did forthwith take steps to consummate the purchase of the premises within the period provided therein and your Orator files herewith as a part hereof, a photostatic copy of its letter to the above effect signed by its General Counsel, marked Plaintiff's Exhibit "E".

6. That your Orator has performed all the requirements of the aforesaid agreements on its part to be performed and has duly tendered to the Defendants, Frank Festagallo and Dolores Festagallo, his wife, the balance

3

of the purchase money of Eighty-five Hundred ($8500.00) Dollars due according to the terms of its agreement and is ready, able and willing to pay the same but the said Frank Festagallo and Dolores Festagallo, his wife, refuse to receive it or to deliver possession of the property and execute a deed to said property as agreed.

TO THE END, THEREFORE:

1. That the Defendants and each of them be enjoined from conveying or disposing of any and all interests in the premises pending the final determination of these proceedings.

2. That the agreement between your Orator and the Defendants, Frank Festagallo and Dolores Festagallo, his wife, may be specifically enforced and the said Frank Festagallo and Dolores Festagallo, his wife, may be decreed to convey unto your Orator the aforesaid premises in accordance therewith upon payment of the balance of the purchase money of Eighty-five Hundred ($8500.00) Dollars.

3. That in the event that the Defendants, Frank Festagallo and Dolores Festagallo, his wife, have not paid the Defendants, Carolyn L. Healy, Carolyn R. O'Connell and Raymond G. O'Connell, Samuel B. Dove and Rosa F. Dove, Charles F. Lee and Lottie E. Lee, the sum of Three Thousand ($3000.00) Dollars mentioned in the contract of sale between the parties then such amount as may be necessary of the Eighty-five Hundred ($8500.00) Dollars be paid to the aforesaid Defendants according to their respective interests.

4. That a Trustee be appointed by this Honorable Court to convey all right, title and interest of the Defendants in the aforesaid premises to the Plaintiff.

5. That your Orator may have such other and further relief as its case may require.

O. Bowie Duckett

O. Bowie Duckett,
Solicitor for Plaintiff.

THE AMERICAN OIL COMPANY

BY M. R. Schwartz
Vice President

4

LIBER 81 PAGE 372

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 19th day of August 19 46, by and between CAROLYN L. HEALY (widow), CAROLYN L. O'CONNELL AND RAYMOND G. O' CONNELL, her husband, SAMUEL B. DOVE AND ROSA F. DOVE, his wife and CHARLES F. LEE AND LOTTIE E. LEE, his wife

of the first part, hereinafter called Vendor, and FRANK FESTAGALLO AND DOLORES FESTAGALLO, his wife

of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor — SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows: Being lots 13 and 14 shown on the Revised Plat of Arnold Heights, made by J. R. McCrone, Jr., May 29, 1940.

Filed 22 July, 1952.

At and for the price of THREE THOUSAND AND --- 00/100 Dollars, of which FIVE HUNDRED AND --- 00/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in monthly installments of not less than $35.00. All deferred payments to bear interest at the rate of 5%.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendor hereby agrees to pay to Charles F. Lee the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

Carolyn L. Healy (SEAL)
Carolyn L. O'Connell (SEAL)
Raymond G. O'Connell (SEAL)
Samuel B. Dove (SEAL)
Rosa F. Dove (SEAL)
Charles F. Lee (SEAL)
Lottie E. Lee (SEAL)
Frank Festagallo (SEAL)
Dolores Festagallo (SEAL)

WITNESSES:

Plaintiff's Exhibit A

LIBER 81 PAGE 373 LIBER 686 PAGE 223

THIS AGREEMENT, made this 3rd day of October, 1951, by and between FRANK FESTAGALLO and DOLORES FESTAGALLO, his wife, of the County of Anne Arundel, State of Maryland, hereinafter called "OPTIONORS", and THE AMERICAN OIL COMPANY, a corporation of the State of Maryland, hereinafter called "OPTIONEE";

W I T N E S S E T H:

THAT in consideration of the sum of Ten Dollars ($10.00) paid by said OPTIONEE to said OPTIONORS, the receipt of which sum is hereby acknowledged by said OPTIONORS, the said OPTIONORS hereby grant unto said OPTIONEE, its successors and assigns, the exclusive right and privilege of purchasing the following property, now owned by said OPTIONORS, situate in Anne Arundel County, Maryland, and bounded and described as follows, viz.:

No stamps Required Filed 22 July, 1952

BEGINNING for the same at an iron pipe set on the easterly side of the Ritchie Highway, said point being distant North 66 degrees 05 minutes 30 seconds East, 75.00 feet from Station 875 plus 20, as shown on State Roads Commission of Maryland Plat No. 2840, recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said beginning point and with the said easterly side of the Ritchie Highway, North 23 degrees 54 minutes 30 seconds West, 431.05 feet to an iron pipe there set; thence leaving said Highway and running with the divisional line between the property herein described and that immediately adjoining on the north now owned by Christian Rochlitz, North 70 degrees 37 minutes 30 seconds East, 338.37 feet to the westerly side of the Baltimore-Annapolis Boulevard; thence running with the said side of the Baltimore-Annapolis Boulevard, South 11 degrees 54 minutes 30 seconds West, 498.59 feet to an iron pipe set on the northerly side of a State Roads Commission right-of-way as shown on the above mentioned Plat No. 2840; thence running with the said side of said right-of-way, South 66 degrees 05 minutes 30 seconds West, 45.52 feet to the place of beginning.

Being Lots Nos. 13 and 14 Revised Plat of Arnold Heights.

According to a survey and plat of same in September, 1951, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

PLAINTIFF'S EXHIBIT "B"

6

at and for the price of Eight Five Hundred Dollars ($8,500.00) in fee simple, free and clear of all liens, restrictions and encumbrances, said purchase price, in the event this option is exercised, to be payable upon date of settlement as hereinafter provided; taxes, water rent and other usual current expenses in connection with the property to be adjusted as of date of settlement and transfer; all special taxes or assessments for improvements made prior to the date of this option, whether actually levied or not, to be paid and satisfied by OPTIONORS or allowance made therefor to the OPTIONEE at time of settlement.

IN the event OPTIONEE shall elect to exercise this option, notice of election by the OPTIONEE, its successors or assigns, to purchase as aforesaid, shall be in writing and shall be personally delivered or deposited in United States Registered Mail addressed to OPTIONORS at 234 W. West Street, Annapolis, Maryland, their heirs, personal representatives or assigns, on or before midnight of November 30, 1951.

UPON receipt of such notice of election from OPTIONEE, a period of ninety (90) days thereafter shall be allowed the said OPTIONOR within which to secure all necessary licenses, permits, franchises or authorizations from the proper authorities, City, State, County or Federal, for the purpose of enabling OPTIONEE to use the said premises as a gasoline filling and service station and to construct thereon such buildings, driveways, driveway entrances and other improvements as shall be required by OPTIONEE for said purposes, it being agreed that notwithstanding the exercise of this option as aforesaid, in the event OPTIONOR shall be unable to secure such licenses, permits, franchises or authorizations as it shall require for the purposes aforesaid, within said ninety (90) day period, this contract, at OPTIONEE'S election, shall be deemed null and void and of no further force and effect.

IN the event this option shall be exercised, and the aforesaid licenses, permits, franchises or authorizations are secured and accepted by OPTIONEE as aforesaid, a further period of forty-five (45) days from and after the date upon which said licenses, permits, franchises or authorizations are secured and accepted

7

by OPTIONEE, shall be allowed the said OPTIONEE within which to ascertain the validity and marketability of the title of said OPTIONORS to the property hereinabove described, and upon expiration of said period of time, said OPTIONORS shall execute and deliver to the said OPTIONEE a good and sufficient deed, with release of all dower rights, conveying the property above described to OPTIONEE by a good and marketable record title, free and clear of all liens, encumbrances and restrictions, and upon transfer of title as aforesaid, OPTIONEE shall pay the purchase price as hereinabove provided.

IN the event OPTIONEE shall elect to purchase the aforesaid property hereunder, OPTIONORS shall deliver possession of said property to OPTIONEE, coincident with settlement and delivery of deed covering said property, free, clear and discharged of the right of possession by all other persons.

AS WITNESS the hands and seals of the said OPTIONORS.

Signed, sealed and delivered
in the presence of:

Theodore T. Pantaleo (SEAL)
THEODORE T. PANTALEO

John W. Fenn
JOHN W. FENN

Mary Ethel Heiber

Frank Festagallo (SEAL)
FRANK FESTAGALLO

Dolores Festagallo (SEAL)
DOLORES FESTAGALLO

(SEAL)

(SEAL)

LIBER 81 PAGE 376 ACKNOWLEDGMENT LIBER 686 PAGE 226

STATE OF MARYLAND)
) SS:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 3 day of [illegible], in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared FRANK FESTACALLO and acknowledged the foregoing agreement to be his act.

AS WITNESS my hand and Notarial Seal.

[illegible]
Notary Public

My commission expires:
May 4, 1953

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF [illegible])

I HEREBY CERTIFY, that on this [illegible] day of [illegible], in the year 1951, before me, the subscriber, a Notary Public of the State of Florida, in and for [illegible] County aforesaid, personally appeared DOLORES FESTAGALLO and acknowledged the foregoing agreement to be her act.

AS WITNESS my hand and Notarial Seal.

[illegible]
Notary Public

My commission expires:
[illegible]

Recorded- 29th May, 1952, at 3:20 P.M.

9

LIBER 686 PAGE 227

October 30, 1951

The American Oil Company
American Building
Baltimore, Maryland

LIBER 81 PAGE 377

Gentlemen:

Referring to option agreement from the undersigned to your company bearing date the third day of October, 1951, granting to your company the exclusive right and option to and including the 30th day of November, 1951, of purchasing all that parcel of land situate at the northeast corner of Governor Ritchie Highway and the Baltimore and Annapolis Boulevard in Anne Arundel County, Maryland, being lots 13 and 14, revised plat of Arnold Heights, as more particularly described in said option agreement, at and for the price of Eighty Five Hundred Dollars ($8,500.00) in fee simple, as therein set forth, the undersigned, Frank Festagallo and Dolores Festagallo, his wife, for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, do hereby agree that the time within which notice of exercise of said option may be given to the undersigned shall be, and the same is, hereby extended to and including the 31st day of January, 1952, all other dates referred to in said option agreement being hereby and likewise extended accordingly.

All terms, provisions and conditions of said option agreement, as herein supplemented, are hereby ratified and confirmed and shall remain in full force and effect.

Filed 22 July, 1952

Witness:

G.M. Appel

Mary Ethel Heider

Very truly yours,

Frank Festagallo (SEAL)
FRANK FESTAGALLO

Dolores Festagallo (SEAL)
DOLORES FESTAGALLO

ACKNOWLEDGMENT

STATE OF MARYLAND)
) SS:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY, that on this 30 day of October, in the year 1951, before, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared FRANK FESTAGALLO and acknowledged the foregoing agreement to be his act.

AS WITNESS my hand and Notarial Seal.

Notary Public
THEODORE T. PANTALEO

My commission expires:
May 4-1953

ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

I HEREBY CERTIFY, that on this 3rd day of [illegible], in the year 1951, before me, the subscriber, a Notary Public of the State of Florida, in and for Dade County aforesaid, personally appeared DOLORES FESTAGALLO and acknowledged the foregoing agreement to be her act.

AS WITNESS my hand and Notarial Seal.

Notary Public
MARY ETHEL HEIDER

My commission expires:

Plaintiff's Exhibit "C"

Recorded - 29th May, 1952, at 3:20 P.M.

10

EXTENSION of OPTION - OCT 30, 195.
FROM
BETWEEN FRANK FESTAGELLO
AND
DOLORES FESTAGELLO
HIS WIFE

AND

[illegible]

[illegible] 3-40 [illegible]

[illegible]

LIBER 81 PAGE 378

AMOCO

AMERICAN OIL COMPANY

GENERAL OFFICES
AMERICAN BUILDING, BALTIMORE 3, MD.

January 14, 1952

Mr. Frank Festagallo
Mrs. Dolores Festagallo
234 W. West Street
Annapolis, Maryland

Filed 22 July, 1952

Dear Mr. and Mrs. Festagallo:

Reference is made to that agreement between you and The American Oil Company dated the 3rd day of October, 1951, whereby you have granted to The American Oil Company the exclusive right and privilege of purchasing the following property, situate in Anne Arundel County, Maryland, and bounded and described as follows:

"BEGINNING for the same at an iron pipe set on the easterly side of the Ritchie Highway, said point being distant North 66 degrees 05 minutes 30 seconds East, 75.00 feet from Station 875 plus 20, as shown on State Roads Commission of Maryland Plat No. 2840, recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said beginning point and with the said easterly side of the Ritchie Highway, North 23 degrees 54 minutes 30 seconds West, 431.05 feet to an iron pipe there set; thence leaving said Highway and running with the divisional line between the property herein described and that immediately adjoining on the north now owned by Christian Rochlitz, North 70 degrees 37 minutes 30 seconds East, 338.37 feet to the westerly side of the Baltimore-Annapolis Boulevard; thence running with the said side of the Baltimore-Annapolis Boulevard, South 11 degrees 54 minutes 30 seconds West, 498.59 feet to an iron pipe set on the northerly side of a State Roads Commission right-of-way as shown on the above mentioned Plat No. 2840; thence running with the said side of said right-of-way, South 66 degrees 05 minutes 30 seconds West, 45.52 feet to the place of beginning.
Being Lots Nos. 13 and 14 Revised Plat of Arnold Heights.
According to a survey and plat of same in September, 1951, by T. T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor."

at and for the price of Eighty-Five Hundred Dollars ($8,500.00) in fee simple. Said agreement was supplemented by agreement dated October 30, 1951 so as to extend the time within which notice of exercise of said option may be given by The American Oil Company until the 31st day of January, 1952, all other dates in said option agreement being likewise extended accordingly.

This is to advise you that The American Oil Company has elected to exercise the option so granted by you subject to all of the terms, provisions, and

PLAINTIFF'S EXHIBIT "D"

12

conditions of said option agreement, as amended. Your attention is directed to the following paragraph contained in said agreement:

> "UPON receipt of such notice of election from OPTIONEE, a period of ninety (90) days thereafter shall be allowed the said OPTIONOR within which to secure all necessary licenses, permits, franchises or authorizations from the proper authorities, City, State, County or Federal, for the purpose of enabling OPTIONEE to use the said premises as a gasoline filling and service station and to construct thereon such buildings, driveways, driveway entrances and other improvements as shall be required by OPTIONEE for said purposes, it being agreed that notwithstanding the exercise of this option as aforesaid, in the event OPTIONOR shall be unable to secure such licenses, permits, franchises or authorizations as it shall require for the purposes aforesaid, within said ninety (90) day period, this contract, at OPTIONEE'S election, shall be deemed null and void and of no further force and effect."

Kindly forward the aforesaid licenses, permits, franchises and authorizations to this company when same have been secured by you during the aforesaid ninety (90) day period so that we can initiate a title examination for the purpose of preparing for settlement.

Very truly yours,

THE AMERICAN OIL COMPANY

By M. L. Schwartz
M. L. Schwartz, Vice President

JWB/lch
CC: Albert J. Goodman, Esq.
12 Church Circle
Annapolis, Maryland

REGISTERED MAIL
RETURN RECEIPT REQUESTED

LIBER 81 PAGE 381

AMOCO

AMERICAN OIL COMPANY

AMERICAN BUILDING
BALTIMORE 3, MARYLAND

May 29, 1952

TELEPHONE-SARATOGA 6700

Filed 22 July, 1952.

Mr. Frank Pestagallo
Mrs. Dolores Pestagallo
23½ S. West Street
Annapolis, Maryland

Dear Mr. and Mrs. Pestagallo:

Reference is made to option agreement from you, as Optionors, to The American Oil Company as Optionee, dated the 3rd day of October, 1951, as heretofore amended by supplemental agreements dated the 30th day of October, 1951, and the 11th day of January, 1952, whereby you granted to this company the exclusive right and option to purchase all that parcel of land situate at the northeast corner of Governor Ritchie Highway and the Baltimore and Annapolis Boulevard in Anne Arundel County, Maryland, being Lots 13 and 14, revised plat of Arnold Heights, as more particularly described in said option agreement, at and for the price of Eight Thousand Five Hundred Dollars ($8,500.00) in fee simple, as therein set forth. Notice of election to exercise said option was sent to you by The American Oil Company by registered mail on January 14, 1952 in accordance with the terms of said option agreement, thereby effecting a good and binding contract between you and this company for the purchase of the aforesaid real estate.

We have been advised that you have been granted zoning approvals and service station permits from the County authorities authorizing the use of said land for service station purposes and the construction thereon of service station improvements. This will advise you that upon presentation of the permits to The American Oil Company as provided in the aforesaid option agreement, we will forthwith take steps to consummate the purchase of the premises within the period provided therein.

Very truly yours,

THE AMERICAN OIL COMPANY

James E. Hagan, Jr.
General Counsel

REGISTERED MAIL
RETURN RECEIPT REQUESTED

JEH/lch
BCC: Mr. C. H. Thompson
Mr. L. A. O'Day
Mr. G. F. Dollinger
Mr. E. A. Kramer

PLAINTIFF'S EXHIBIT "E"

Pl. Ex. 4

THE AMERICAN OIL COMPANY
American Building
Baltimore 3, Maryland,

Plaintiff

vs.

CAROLYN L. HEALY,
8 Acton Place
Annapolis, Maryland

and

CAROLYN R. O'CONNELL and
RAYMOND G. O'CONNELL, her husband
432 Lothrop Road
Grospoint Farms 30, Michigan

and

SAMUEL B. DOVE and
ROSA F. DOVE, his wife
125 Spa View Avenue
Annapolis, Maryland

and

CHARLES F. LEE and
LOTTIE E. LEE, his wife
~~Ritchie Highway~~ 53 College Ave
~~ng~~. Annapolis, Md.

and

FRANK FESTAGALLO
234 West Street
Annapolis, Maryland, and
DOLORES FESTAGALLO, his wife
234 West Street, Annapolis, Md.
(now temporarily residing at
3237 Northwest 45th Street
Miami, Florida)

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

IN EQUITY NO. 10,528

Filed 22 July, 1952

* * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to enjoin the Defendants from conveying or disposing of any interest in two lots located in the Third Election District of Anne Arundel County, Maryland, known as Lots No. 13 and No. 14 on the revised Plat of Arnold Heights and to specifically enforce an agreement between the Plaintiff and the Defendants Frank and Dolores Festagallo.

The Bill of Complaint recites that on August 19, 1946 the Defendants

15

(excepting the Festagallos) being the owners of the aforesaid lots containing 1.88 acres agreed in writing to sell said lots to the Festagallos for Three Thousand ($3000.00) Dollars.

That on October 3, 1951 the Festagallos granted the Plaintiff the exclusive right and option to purchase the aforesaid premises for Eighty-five Hundred ($8500.00) Dollars. That said option agreement was thereafter extended and on the 14th day of January, 1952 the Plaintiff exercised the aforesaid option and subsequently advised the Defendants, Frank Festagallo and Dolores Festagallo, of the binding contract between it and the said Defendants for the purchase of the aforesaid lots. The Bill further recites that the Plaintiff has performed all the requirements of the aforesaid agreements and has duly tendered to the said Defendants the balance of the purchase money under the terms of its agreement and is ready, able and willing to pay the same but the said Frank Festagallo and Dolores Festagallo refuse to receive it or to deliver possession or a deed to said property.

It is therefore, this 22 day of July, 1952 by the Circuit Court of Anne Arundel County, ORDERED:

That the Plaintiff by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week for four successive weeks before the 25 day of August, 1952, giving notice to the non-resident and absent Defendants named above, of the object and substance of this Bill, warning them to appear in this Court in person, or by solicitor on or before the 10 day of ~~August,~~ September, 1952, to show cause, if any they have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk.
~~Judge.~~

16

LIBER 81 PAGE 384

THE AMERICAN OIL COMPANY American Building Baltimore 3, Maryland Plaintiff	:	IN THE
vs.	:	CIRCUIT COURT
Carolyn L. Mealy, 8 Acton Place Annapolis, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
Carolyn A. O'Connell and Raymond G. O'Connell, her husband 432 Lothrop Road Grospoint Farms, 30, Michigan	:	
and	:	
Samuel B. Dove and Rosa F. Dove, his wife 125 Spa View Avenue Annapolis, Maryland	:	IN EQUITY NO. 10,528
and	:	
Charles F. Lee and Lottie E. Lee, his wife Ritchie Highway near Annapolis, Md.	:	
and	:	
Frank Festagallo and Dolores Festagallo, his wife 234 West Street Annapolis, Maryland, Defendants	:	

Filed 6 Aug., 1952.

Frank Festagallo and Dolores Festagallo

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Frank Festagallo and Dolores Festagallo, his wife, by Louis M. Strauss, their Solicitor, and answers the Bill of Complaint demand exhibited, and for answer says:

That they admit the allegations contained in paragraph one in said Bill of Complaint.

In answer to paragraph two of said Bill of Complaint, your Defendants admit the subject matter therein set forth but deny that the said agreement therein setout and the amount of consideration therein set forth was a continuing agreement and respectfully represent that said agreement lapsed in that by novation and by reason of a new undertaking, an agreement between the American

17

Oil Company and your Respondents, said contract, because of its nature, was abandoned and considered of no force and effect.

In answer to paragraph three of said Bill of Complaint, your Respondent admits the existence of Exhibit C as respectfully set forth in paragraph two. The said option referred to and all extensions were agreed upon between the American Oil Company and your Respondents to have lapsed and to be of no force and effect by reason of new undertaking and developments, in reference to the lot in question.

In answer to paragraph four, your Respondents deny the force and effect and allegations therein contained as being of any probative force or legal value at the time of the filing of this Bill of Complaint.

In answer to paragraph five of said Bill of Complaint, your Respondent denies the implications therein set forth and respectfully represent that at the time any zoning change relative to the property took place, the agreement and options mentioned in paragraphs one, two, three and four of this Bill of Complaint were of no value, force or effect.

In answer to paragraph six of said Bill of Complaint, your Respondents deny the allegations therein contained, and respectfully represents that they have not failed to live up to an existing agreement and undertaking that was subject to an agreement between the parties hereto.

In further answering said Bill of Complaint, your Respondent respectfully represents that the American Oil Company does not come to this Court with clean hands in that their general counsel and real estate department and their true and lawful agents, well and truly knew that they had abandoned their rights and privileges under the options set forth in this Bill of Complaint, and that the conditions thereof were never met by either of the parties to this Bill of Complaint, and that this Bill of Complaint is an after thought for the purpose of acquiring this property under illegal, improper and unenforcible option, improperly and illegally attempted to be exercised.

And having fully answered the Bill of Complaint, these Defendants pray to be hence dismissed.

AND, AS IN DUTY BOUND, ETC.

Louis M. Strauss,
Attorney for Defendants,
Annapolis, Maryland

I hereby certify a copy of the aforegoing Answer was mailed to O. Bowie Duckett, Esquire, Munsey Building, Baltimore, Maryland, this 6th day of August, 1952, postage prepaid.

LIBER 81 PAGE 387

THE AMERICAN OIL COMPANY Plaintiff	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
CAROLYN L. HEALY, et al		No. 10,528 Equity

ANSWER

THE ANSWER of the Defendants, CAROLYN L. HEALY: CAROLYN R. O'CONNELL and RAYMOND G. O'CONNELL, her husband; SAMUEL B. DOVE and ROSE F. DOVE, his wife; CHARLES F. LEE and LOTTIE E. LEE, his wife, to the Bill of Complaint heretofore filed against them, respectfully represents:-

1. That they admit the allegations contained in Paragraph One of the Bill of Complaint, except as to the balance due; that the balance presently due is ~~One Thousand~~ Fifteen Hundred and Forty Dollars (~~$1,040.00~~ 1540.00) with interest from July 25th.

2. That they have no knowledge of the allegations contained in Paragraph Two of the Bill of Complaint, and they are advised that they are not required to answer said Paragraph Two.

3. That they have no knowledge of the allegations contained in Paragraph Three of the Bill of Complaint and they are advised that they are not required to answer said Paragraph Three.

4. That they have no knowledge of the allegations contained in Paragraph Four of the Bill of Complaint and they are advised that they are not required to answer said Paragraph Four.

5. That they have no knowledge of the allegations contained in Paragraph Five of the Bill of Complaint and they are advised that they are not required to answer said Paragraph Five.

6. That they have no knowledge of the allegations contained in Paragraph Six of the Bill of Complaint and they are advised that they are not required to answer said Paragraph Six.

FURTHER ANSWERING, they say that they have been and still are willing to perform the terms of their contract; that they have no interest in these proceedings as their contract is with the Defendants, Frank Festagallo and Dolores Festagallo, his wife, and they are ready and willing to execute a deed upon tender of the balance of the purchase price.

Filed 20 Aug., 1952.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

20

HAVING fully answered the foregoing Bill of Complaint, the Defendants, CAROLYN L. HEALY; CAROLYN R. O'CONNELL and RAYMOND G. O'CONNELL, her husband; SAMUEL B. DOVE and ROSA F. DOVE, his wife; CHARLES F. LEE and LOTTIE E. LEE, his wife, pray that the same be dismissed as to them, with costs.

AND as in duty bound, etc.

Carroll H. Albaugh
Solicitor for the Defendants

I HEREBY CERTIFY that on this 19th day of August, 1952, I mailed a copy of the foregoing Answer to O. Bowie Duckett, Attorney for the Plaintiff, addressed to his office, 12 Church Circle, Annapolis, Maryland.

Carroll H. Albaugh
Solicitor for the Defendants

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

21

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THE AMERICAN OIL COMPANY, :

PLAINTIFF. :

VS. : NO. 10,528 EQUITY

CAROLYN L. HEALY, and others, :

DEFENDANTS. :

:::::::

O P I N I O N

This is a suit for the specific performance of a contract. The defendants, Carolyn L. Healy, Carolyn A. O'Connell and Raymond G. O'Connell, her husband, Samuel B. Dove and Rosa F. Dove, his wife, and Charles F. Lee and Lottie E. Lee, his wife, whom I will hereinafter call the "original owners", owned lots Nos. 13 and 14 Arnold Heights, and by a written contract dated the nineteenth day of August, 1946, sold the same to the defendants, Frank Festagallo and Delores Festagallo, his wife, at and for the price and sum of three thousand dollars ($3,000.00) of which five hundred dollars ($500.00) was paid prior to the signing of said contract, and the balance was to be paid in installments of not less than thirty-five dollars ($35.00) a month. On October 3, 1951, Mr. and Mrs. Festagallo entered into a contract with the plaintiff, hereinafter called "American", whereby they gave American an option to purchase said property at and for the price and sum of eighty-five hundred dollars ($8500.00) at any time prior to midnight, November 30, 1951. This agreement contained a paragraph in the words and figures following, that is to say:

> "UPON receipt of such notice of election from OPTIONEE, a period of ninety (90) days thereafter shall be allowed the said OPTIONOR within which to secure all necessary licenses, permits, franchises or authorizations from the proper authorities, City, State, County

22

> or Federal, for the purpose of enabling OPTIONEE to use the said premises as a gasoline filling and service station and to construct thereon such buildings, driveways, driveway entrances and other improvements as shall be required by OPTIONEE for said purposes, it being agreed that notwithstanding the exercise of this option as aforesaid, in the event OPTIONOR shall be unable to secure such licenses, permits, franchises or authorizations as it shall require for the purposes aforesaid, within said ninety (90) day period, this contract, at OPTIONEE'S election, shall be deemed null and void and of no further force and effect."

On October 30, 1951, Mr. and Mrs. Festagallo extended said option to and including January 31, 1952. On January 14, 1952, American wrote Mr. and Mrs. Festagallo accepting said option and calling their attention to the above quoted paragraph and requesting them to "kindly forward the aforesaid licenses, permits, franchises and authorizations to this Company when same had been secured by you during the aforesaid ninety (90) day period so that we can initiate a title examination for the purpose of preparing for settlement". Mr. and Mrs. Festagallo did not reply, but did initiate a proceeding to have the property rezoned from residential to commercial so as to permit the use of the property for a gasoline filling and service station. On May 29, 1952, American wrote Mr. and Mrs. Festagallo again, stating, among other things, that "we had been advised that you have been granted zoning approvals and service station permits from the County authorities authorizing the use of said land for service station purposes and the construction thereon of service station improvements. This will advise you that upon presentation of the permits to The American Oil Company as provided in the aforesaid option agreement, we will forthwith take steps to consummate the purchase of the premises within the period provided therein". Some conferences between the attorneys for the parties were then had, and, when these failed to produce results, this suit was brought. The original owners answered admitting that they

had sold the property to Mr. and Mrs. Festagallo at and for the price and sum named, and offered to convey the same to the plaintiff, or to anyone else named by the court, upon the payment of the balance of fifteen hundred forty dollars ($1540.00) due them. Mr. and Mrs. Festagallo answered, and, while admitting the original agreement, sought to escape the force thereof by setting up (1) "that said agreement lapsed in that by novation and by reason of a new undertaking, an agreement between the American Oil Company and your Respondents, said contract, because of its nature, was abandoned and considered of no force and effect" and (2) that the plaintiff did not come into court with clean hands "in that their general counsel and real estate department and their true and lawful agents, well and truly knew that they had abandoned their rights and privileges under the options set forth in this Bill of Complaint, and that the conditions thereof were never met by either of the parties to this Bill of Complaint".

At the trial Mr. and Mrs. Festagallo offered no testimony whatsoever, abandoned the positions taken by them in their said answer, and sought to avoid a decree solely on the ground that said contract was too uncertain and indefinite, and lacking in mutuality to form the basis thereof. To be more specific Mr. and Mrs. Festagallo's present position, as I understand it, is that they claim that, by the true meaning of the above quoted paragraph of said option agreement, they could not require American to accept any "licenses, permits, franchises or authorizations" except such as it desired to accept "so that (to quote from their brief) by the terms of the agreement plaintiff has power to refuse to accept any permits that defendants may obtain, and may freely elect to declare the contract null and void, and avoid performance of its obligation to purchase the property, de-

spite the fact that it has exercised the option".

There is no question about the fact that specific performance of a contract will not be decreed unless the contract is clear, unambiguous and certain in all its parts, and is fair and mutual. The books are full of cases so holding. But, I do not feel that the criticisms leveled by Mr. and Mrs. Festagallo against this contract are justified. American wanted to use the property as "a gasoline filling and service station and to construct thereon such buildings, driveways, driveway entrance and other improvements as shall be required by optionee for said purpose". The land was zoned residential. As long as it was so zoned, it could not be used as a gasoline filling and service station, and the County authorities would not have issued a permit permitting the erection of any buildings thereon to be used for that purpose. It was, accordingly, necessary that the zoning be changed. After that was done, there would be no difficulty about obtaining permits for the erection of any kind of a building American wanted. The zoning was changed as requested by Mr. and Mrs. Festagallo, and American was willing to go ahead, but Mr. and Mrs. Festagallo refused and still refuse.

The agreement did not give American the right to demand that Mr. and Mrs. Festagallo obtain any kind of licenses, permits, franchises or authorizations it arbitrarily or capriciously sought fit to demand, as counsel for Mr. and Mrs. Festagallo now argue. All American could possibly demand was that Mr. and Mrs. Festagallo procure such a change in the zoning of the property that it could be used for filling station purposes. Permits for the erection of buildings for filling station purposes would then have been automaticly issued, upon the payment of a small fee. When Mr. and Mrs. Festagallo had the zoning changed, American was

bound to go through with the transaction, and, if it had refused, this court would have decreed against it. American could not "walk out" of this agreement at its pleasure as Mr. and Mrs. Festagallo now contend. It is true that if the necessary change in the zoning could not have been procured American had the right "at the optionee's election" to rescind the contract, but this did not give it the right to do so if the zoning was changed. On the other hand, this contract was drawn to bind Mr. and Mrs. Festagallo as well as American, and they could not defeat American's right to demand a conveyance by the simple process of delaying getting the permits.

If American felt so disposed, it could, "at optionee's election" waive the obligation of Mr. and Mrs. Festagallo to procure the licenses, permits, franchises or authorizations, and take the property without them. There is nothing new or unusual in the buyer of a property which is zoned residential and who wants to use it for commercial purposes to insist on the vendor's assumption of the obligation to have the zoning changed and to be relieved of his purchase if that cannot be done. I have seen several contracts recently which expressly provided for that very thing in so many words, and it was never even suggested that there was anything wrong with provisions of that nature. In Blondell vs. Turover, 72 Atlantic 2d 697, an option agreement contained a provision "that if satisfactory arrangements could not be made for an outlet to Tuxedo Road or Frohlich Lane, or if the property could not be zoned for industrial use, then complainant was not obligated to buy it". No one seems to have suggested that there was anything wrong with that. On the contrary, to include such provisions in contracts seems to me to be nothing less than good common business judgment. What American had the right to demand was fixed and certain.

26

It could demand such permits as were necessary to enable it to use the property for filling station purposes, no more, no less. While the exact permits were not named, id certum est, quod certum reddi potest.

I do not know of any law which prevents a purchaser of property from waiving a provision inserted in a contract for his benefit, if he wants to waive it. The usual contract for the sale of real estate provides that upon the payment of the purchase money, the vendor will convey the property to the purchaser by a "good and merchantable" title. Even if that provision is not inserted in the contract in so many words, the law will imply it. However, if it subsequently develops that the vendor cannot convey the property by a good and merchantable title, the purchaser has the right to accept what the vendor can convey and close the deal if he chooses so to do. For instance, in Trotter vs. Lewis, 185 Maryland 529, the vendor said his wife would not join with him in the deed, and, as she had not signed the contract, she could not be required so to do. The purchaser said he would take the property without the wife's joinder. The court said he had the right to do that. It is not every defect in a title which a purchaser may demand be removed. The law specifies what is a "good and merchantable title" and what is not, and there is nothing uncertain or ambiguous about that expression when used in a contract. So, in the instant case, the law specifies what kind of permits American could have demanded and what it could not have demanded, and there is nothing uncertain or ambiguous about it.

Specific performance of a contract, based on an option, is invoked not on the theory that the option itself is enforceable, but on the theory that the option is a continuing offer to sell and when duly accepted by the optionee,

becomes a definite contract mutually binding and enforceable. (Trotter vs. Lewis, 185 Maryland 528, 534). That is the situation we have here. Specific performance will be decreed if the terms of the contract are so expressed that the court can determine with reasonable certainty what are the duties of the parties and the conditions under which performance is due. (Saul vs. McIntyre, 192 Maryland 413). "The standard of interpretation of an integration is the meaning which would be attached to the integration by a reasonably intelligent person acquainted with all operative usages and knowing all the circumstances prior to and contemporaneous with the making of the integration, other than oral statements by the parties of what they intended it to mean". (Restatement, Contracts, Sections 230, 238; McKeever vs. Realty Corporation, 183 Maryland 216, 220).

This is not a case like Peoples Drug Stores vs. Fenton, 191 Maryland 489, where the specifications for the kind of a building to be erected were held to be too uncertain and indefinite. Here, Mr. and Mrs. Festagallo are not concerned with what kind of a filling station American contemplates building. As heretofore stated, all American could demand was a permit to use the property for filling station purposes. It is, of course, well settled that a court will not decree specific performance of a contract which one of the parties may rescind at will. (Kahn vs. Janowski, 191 Maryland 279, 284, 285). This is because such a decree would be nugatory. But, it is also true that "generally the parties to a contract may provide that it may be rescinded at the option of either party and may fix the rights and liabilities of each in the event of such recission". (Ibid, pp. 285-286). "Where the right to terminate a contract is reserved in the instrument itself, in the absence of fraud, undue influence, or mistake, such reserva-

tion is valid and will be enforced, if not contrary to equity and good conscience". (Ibid, p. 286).

The contract in the instant case did not provide that the time was of the essence of the transaction. While there was some little delay between the time specified for the closing of the transaction and the institution of this suit, this was due, I understand, to Mr. and Mrs. Festagallo's refusal to convey and not to American's refusal or neglect to pay the purchase money. On the contrary, American has, as I understand it, always been ready and willing to perform, but performance has been prevented by Mr. and Mrs. Festagallo. No point about the delay is made, and I do not think any can be made. (See Sealock vs. Hackley, 45 Atlantic 2d 744; Soehnlein vs. Pumphrey, 183 Maryland 334). I am constrained to decree the specific performance prayed for.

James Cullen Clark

Judge.

October 14, 1952.

27

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

THE AMERICAN OIL COMPANY, :

PLAINTIFF. :

VS. : NO. 10,528 EQUITY

CAROLYN L. HEALY, and others, :

DEFENDANTS. :

:::::::

Filed Oct. 14, 1952

D E C R E E

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

It is, thereupon, this fourteenth day of October, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the sale of the property mentioned in these proceedings, that is to say:

All those two pieces or parcels of ground situate and lying in the Third Election District of said Anne Arundel County which on the plat of Arnold Heights made by J. R. McCrone dated May 29, 1940, were designated and distinguished as lots Nos. 13 and 14 and which said two lots contain together 1.88 acres of land, more or less, and are, under one set of metes and bounds, courses and distances, described as follows, that is to say:

Beginning for the same at an iron pipe set on the easterly side of Ritchie Highway, said point being distant North 66 degrees 05 minutes 30 seconds East, 75.00 feet from Station 875 plus 20, as shown on State Roads Commission of Maryland Plat No. 2840, recorded among the Plat Records of Anne Arundel County, Maryland, and running thence from said beginning point and with the said easterly side of the

Ritchie Highway, North 23 degrees 54 minutes 30 seconds West, 1431.05 feet to an iron pipe there set; thence leaving said Highway and running with the divisional line between the property herein described and that immediately adjoining on the north now owned by Christian Rochlitz, North 70 degrees 37 minutes 30 seconds East, 338.37 feet to the westerly side of the Baltimore-Annapolis Boulevard, South 11 degrees 54 minutes 30 seconds West, 498.59 feet to an iron pipe set on the northerly side of a State Roads Commission right-of-way as shown on the above mentioned Plat No. 2840; thence running with the said right-of-way, South 66 degrees 05 minutes 30 seconds West, 45.52 feet to the place of beginning:

By the defendants, Frank Festagallo and Delores Festagallo, his wife, to the plaintiff at and for the price and sum of eighty-five hundred dollars ($8500.00), be specifically enforced.

(2) That the said Frank Festagallo and Delores Festagallo shall within thirty days from this date execute and deliver to the plaintiff a deed,in which they shall procure the joinder of all the other defendants,conveying said property to the plaintiff in fee simple, free and clear of all liens, provided the plaintiff, simultaneously therewith, pays them said sum of eighty-five hundred dollars ($8500.00) (out of which the other defendants shall be paid the balance due them) plus or minus such other sum or sums as may be necessary to adjust the taxes against said property.

(3) That the defendants, Frank Festagallo and Delores Festagallo, pay the costs of this case.

(4) That John H. Hopkins, III, Esquire, be, and he is hereby, appointed trustee to convey said property to the plaintiff in the event the said Frank Festagallo and Delores Festagallo fail to close the transaction within the

time specified as aforesaid, and that the course and manner of his proceedings shall be as follows: He shall first file in this court a bond to the State of Maryland in the penalty of eighty-five hundred dollars ($8500.00), with a corporate surety, or in double that amount with personal sureties, to be approved by this court, conditioned, no matter the amount, 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, upon the payment of said purchase money, with a proper adjustment of taxes as heretofore directed, execute a deed conveying said property to the plaintiff in fee simple, free, clear and discharged of all claims of all the defendants therein or thereto; and he shall then bring said purchase money into this court to be paid to the defendants, after deducting the costs of this case and such compensation to the said trustee as this court shall think proper to allow, in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

James Clark

Judge.

LIBER 81 PAGE 400

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#10,528 Equity.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, 3rd, of Anne Arundel County, State of Maryland, as PRINCIPAL, and GLOBE INDEMNITY, 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 attorney's, in the sum of EIGHT THOUSAND FIVE HUNDRED DOLLARS, ($8,500.00) for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally and our respective heirs, executors and administrators, firmly by these presents.

SIGNED, sealed and dated this 16th day of February, 1953.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, by a decree of the Circuit Court for Anne Arundel County, in Equity, dated October 14, 1952, in a cause entitled, "The American Oil Company vs. Carolyn L. Healy, etal," No. 10,528 Equity, it was among other things decreed, that the above bounden John H. Hopkins, 3rd., be appointed Trustee to convey the real estate mentioned in these proceedings, and to well and truly perform the trust reposed in him, upon his filing a bond in the penal sum of $8,500.00 for the faithful performance of his duties as Trustee and the approval of said bond,

NOW, THEREFORE, if the above bounden, John H. Hopkins, 3rd., shall truly and faithfully perform the trust reposed in him by said decree or any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument in writing to be signed and their seals to be hereunto affixed.

WITNESS:

Inez G. Van Hoy

Inez G. Van Hoy

as to both

John H. Hopkins 3rd (SEAL)

John H. Hopkins, 3rd. Trustee

PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corp.

By John H. Hopkins IV

John H. Hopkins, IV, Attorney in fact

SURETY

approved this 16 Feb, 1953

John H. Hopkins, 3rd, Clerk

Filed 14 Feb, 1953

32 1/2

LIBER 81 PAGE 401

THE AMERICAN OIL COMPANY : IN THE CIRCUIT COURT

: FOR

vs

: ANNE ARUNDEL COUNTY

Carolyn Healey, et al.

: NO. 10,528 Equity

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

Report of John H Hopkins III, Trustee.
and Court Order allowing final
Distribution.

TO THE HONORABLE THE JUDGE OF SAID COURT:

A. Your Trustee herein John H Hopkins III. respectfully reports that in conformity with the Decree of this Court passed in these proceedings October 14th, 1952., he posted bond as therein required, executed a deed conveying property mentioned in said decree., and received the sum of ($8,490.30) as purchase money for said property as per attached settlement sheet. (Exhibit No. 1)

B. Your Trustee has received and determined from the parties to these proceedings that there is due Charles F Lee, collecting agent for the Contract sellors of the property conveyed by your Trustee the sum of $1,450.64., as shown on attached statement . (Exhibit No. 2)

C. That your Petitioner as Trustee is obligated to the sum of $34.00 premium of Fidelity Bond filed in these proceedings in furtherance of his duties herein.

D. That your Petitioner prays an order allowing him a reasonable compensation for his services herein.

E. An order authorizing distribution and discharge from his duties herein thereafter.

Respectfully submitted,

John H Hopkins 3rd
Trustee

Filed 24 Feb, 1953.

33

State of Maryland., County of Anne Arundel

On this _ day of February 1953., before me a Notary Public of State and Co County aforesaid appeared John H Hopkins III., Trustee and made oathe the the matters set forth in the aforegoing report are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal this day above set forth.

Clarence C. Burwell
Notary Public.

Order of Court

Upon the aforegoing report., it is this 24th day of February 1953., Ordered by the Circuit Court for Anne Arundel County, In Equity, that John H Hopkins III., Trustee herein be, and he is hereby allowed the the sum of $100.00., as compensation for services as Trustee in these proceedings., and further that he be allowed $34.00 as costs and premuin for Fidelity Bond filed in these proceedings., and that be authorised and directed to pay to and unto Charles F Lee, as agent for Carolyn L Healy; Carolyn A O'Connell and Raymond G O'Connell, her husband; Samuel B Dove and Rosa F Dove, his wife: Charles F Lee and Lottie E Lee, his wife; the sum ($ 1,450.64) One Thousand Four hundred fifty dollars and sixty four cents; the balance due them on the purchase price of realty sold herein; and to further pay all Court Costs of these proceedings and then to distribute the balance of the sum of ($8,490.30) after payment of the aforesad allowances to and unto Frank Festagallo and Dolores Festagallo, his wife; and upon making distribution as aforesaid he the said John H Hopkins, III, as Trustee be discharged from his Trust herein.

Benjamin Michaelson
Judge

Filed 24 Feb, 1953.

3.4

FORM 3014 REM 2-62

LIBER 81 PAGE 403

THE MARYLAND TITLE GUARANTEE COMPANY

MEMORANDUM OF SETTLEMENT

App. No. 11-766

of SALE / MORTGAGE LOAN made by Oak Hill Woodlawn III Trustee

to Old Canton Oil Company

Property 3111 13th 14th Wilkens Ave. Adjustment made to 2/20/53 19

CREDIT TO SELLER AMOUNT OF PURCHASE PRICE			$8500 00
19 Taxes paid in advance months days			
19 Water rent paid in advance months days			
Interest on Purchase Money months days			
House Rent months days			
Accruing Ground Rent months days			
Fire Insurance			
Acknowledgments			
DEDUCT FROM SELLER			
Cash paid on account		35	
19 53 Taxes (current years) 1 months 9 days		9 35	
19 Water Rent (current) months days			
Ground Rent. 6 Months Ended			
Ground Rent months days			
House Rent months days			
Purchase Money Mortgage			
Mortgages Assumed			
U. S. Revenue Stamp N/A			
State of Md. Stamp N/A			
Total Deductions		9 70	
Gross Balance due Seller		8490 30	
	$	8500 00	$8500 00
AMOUNT MORTGAGE LOAN BY			
COST OF TRANSFER			
Fee for Title Examination		100 00	
Conveyancing		10 00	
Recording Releases Asst. Deed Mtge.		4 50	
Notary Fees		30	
U. S. Revenue Stamp		9 35	
State of Md. Stamp		4 35	
Certificate of Lien			
Taxes 1952		2 46	
Water Rent			
Ground Rent			
President Fee Committee Fee			
Fire Insurance			
Book and Entrance Fee			
Commission			
Amount Credited to Expense Account, Account Bldg. Assn.' Loan			
One Week's Dues Interest Expenses			
Balance due on account Purchase Price		8490 30	
Total Cost of Transfer		8626 26	
Credit Balance Due Account Mortgage Loan			
Total			
Gross Balance due Seller or Mortgagor			
RETAINED FROM VENDOR BY MARYLAND TITLE GUARANTEE CO. TO PAY			
Taxes for 19			
Water Rent for 19			
Ground Rent (six months ended)			
Municipal Assessments			
U. S. Revenue Stamp			
State of Md. Stamp			
Recording			
Commissions			
Mechanics Liens			
Mortgages to be paid off and interest thereon			
Judgments and costs and interest thereon			
Total Deductions			
Net amount due Seller or Mortgagor			

NOTE.—Settlements are made subject to further adjustment between parties, in event of errors in calculations.

Received of The Canton Oil Company

the sum of $8490.30 Dollars, being in full settlement of the above transaction.

Dated 2/20/53 19

Exhibit No. H

Filed 24 Feb, 1953.

35

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

February 21, 1953

Mr. Frank Festagallo
543 Second Street
Annapolis, Maryland

Filed 24 Feb., 1953.
Exhibit No. 2

To balance due on principal, lots 13 and 14, Arnold Heights	$ 900.00
To 5% interest from August, 1946, to February 21, 1953	536.05
Adjustment of 1946 taxes	.81
1947 taxes	2.42
1948 taxes	2.23
1949 taxes	2.39
1950 taxes	2.30
1951 taxes	2.22
1952 taxes	2.22
	$1,450.64

Approved
OK For Payment
to Sellers of Lot.

Frank Festagallo

Received ck #1 for $1450.64 - 2/26/53
Carroll H. Albaugh
Sol for Def.

36

LIBER 81 PAGE 405

JOHN H. HOPKINS, IV

15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Filed 24 Feb., 1953.

February 16, 1953

John H. Hopkins, 3rd, DR.
Court House
Annapolis, Md.

Bond, $8500, Trustee - American Oil Co. vs Healy, No. 10,528, Eq.
2-16-53-54 $34.00

Received payment: 2/26/53
John H. Hopkins 3rd
Thank you

Exhibit No. 3

REPRESENTING Empire State Insurance Company WATERTOWN, N.Y.

Standard protection

37

THE AMERICAN OIL COMPANY	:	IN THE CIRCUIT COURT
VS	:	FOR
CAROLYN HEALEY, ET AL.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,528 EQUITY

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

Final settlement of John H. Hopkins,3rd., Trustee, as per Court Order.

Received, after adjustment of taxes and Revenue Stamps $8,490.30

Disbursments.

Charles F. Lee, as per Statement filed	$1,450.64	
Trustee's Bond premium	34.00	
Court Costs	77.95	
Trustee's Fee as per Court Order	100.00	
Frank Festagallo and Dolores Festagallo, his wife, and Louis M. Strauss, Atty.	6,827.71	$8,490.30

John H. Hopkins 3rd
Trustee.

Filed 26 Feb, 1953

38

LIBER 81 PAGE 407

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, HIS WIFE.	:	Anne Arundel County

Mr. Clerk:

Please docket this suit, file the original mortgage, and Statement of Mortgage Claim.

George Ullman
ATTORNEY NAMED IN MORTGAGE

Filed 16 Oct. 1952.

COUNTY FORM.

LIBER 81 PAGE 408

No. 10,598 Equity

This Mortgage, Made this third day of December, in the year one thousand, nine hundred and forty-six, Between Nathaniel Martin and Pauline Martin, 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 THREE THOUSAND SEVEN HUNDRED ($3,700.00) 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 five per cent. (5%) per annum in the manner following:

By the payment of FIFTY-ONE ($51.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of January, 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.

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 tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, at a point where the east side of the County Road known as Chalk Point Road intersects the north side of the State Road leading from Galesville to Shadyside, containing four and one-half (4½) acres of land, more or less.

Being the identical property which was conveyed to the above named Mortgagors by the W. M. Thomas Lumber Company, a body corporate, by deed dated and left for record among the Land Records of Anne Arundel County simultaneously with these presents.

Filed 16 Oct., 1:52

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

3

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

And the said Mortgagor s, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor s, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor s, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor s, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor s, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor s, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said 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 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 Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

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

Witness:

Ruby W. Chaney

Ruby W. Chaney

Nathaniel Martin (SEAL)
Nathaniel Martin

Pauline Martin (SEAL)
Pauline Martin

(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 third day of December, 19 46, before me, the subscriber, a Notary Public, of the State of Maryland in, and for the County aforesaid, personally appeared Nathaniel Martin and Pauline Martin, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney — Notary Public.

MORTGAGE

FROM

NATHANIEL MARTIN

and

PAULINE MARTIN, HIS WIFE,

TO

FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS

Received for Record Dec. 5, 1946.
at 1-29 o'clock P. M. Same day recorded
in Liber No. 394 Folio 23
etc., one of the Land Records of
County, and examined per
Cost of Record, $ 5.00

Clerk.

GEORGE E. RULLMAN
Attorney-at-Law
Lee Building
Annapolis, Md.

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, HIS WIFE.	:	Anne Arundel County

Filed 16 Oct., 1952

STATEMENT OF MORTGAGE CLAIM

To balance due on mortgage		$3,369.15
To interest		28.13
	Total	$3,397.28

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of October, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

6

F. 21738 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND.

LIBER 81 PAGE 413 Equity No. 10,598

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 Four Thousand ($4,000.00)- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th - - - - - - - day of October, - - - - - - - - - - -, in the year of our Lord 1952.

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

by virtue of the power contained in a mortgage from Nathaniel Martin and Pauline Martin, his wife, to First Federal Savings and Loan Association of Annapolis, bearing date the 3rd day of December, 1946, - - - - - - - - - - - - and recorded among the ~~mortgage~~ land records of Anne Arundel County in Liber J.H.H. No. 394 Folio 23 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 scal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered
in the Presence of

Janet Schnoor — George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes
H. COOKMAN HINDES ATTORNEY-IN-FACT

Rose M. Bausch
ROSE M. BAUSCH

Attorney-in-fact

Filed 29 Oct., 1952

Approved this 29 Oct., 1952
John H. Hopkins, 3rd, Clerk

7

GEORGE W. SCIBLE LIBER 81 PAGE 414 Auctioneer

PUBLIC SALE

— OF VALUABLE —

REAL ESTATE

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ON CHALK POINT ROAD WHERE THE SAME INTERSECTS THE STATE ROAD LEADING FROM GALESVILLE TO SHADYSIDE

Under and by virtue of the power of sale contained in a mortgage from Nathaniel Martin and Pauline Martin, his wife, dated December 3rd, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 394, folio 23, the undersigned, as attorney named in said mortgage to make sale of said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, November 18, 1952

AT 11 O'CLOCK, A.M.

Filed 19 Nov, 1952

the following described property, namely:

All that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a point set where the East side of the County Road known as Chalk Point Road intersects the North side of the State Road leading from Galesville to Shadyside, and running from thence and with the East side of Chalk Point Road, North 08 degrees 42 minutes East 350 feet to a point; thence running across part of the whole tract conveyed by Joseph W. Wood to Edward Norwood by deed dated August 27, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 55, folio 33, of which the herein described is a part, South 83 degrees 33 minutes East 617.5 feet to a stake set in the fence line which is the East boundary line of the entire above mentioned conveyance; thence with part of same, South 21 degrees 28 minutes West 359 feet to a black oak tree standing on the North side of the aforementioned State Road; thence with the North side of same, North 75 degrees 01 minute West 100 feet; North 81 degrees 48 minutes West 100 feet; and North 86 degrees 38 minutes West 342.5 feet to the place of beginning. Containing four and one-half (4½) acres, more or less, and being the Southeasternmost corner of the above mentioned conveyance from Wood to Norwood, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in September, 1943, and described by same in October, 1946. Being the same property which was conveyed to the said Nathaniel Martin and Pauline Martin, his wife, by W. M. Thomas Lumber Company by deed dated December 3, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 394, folio 22.

The said property is improved by a two-story frame dwelling 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 purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named in Mortgage,
Lee Building, Annapolis, Md.

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, HIS WIFE.	:	Anne Arundel County

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 18th day of November, 1952, sold the within described property to Walter M. Bauman and Vivienne E. Bauman, his wife, at and for the sum of Four Thousand Two Hundred ($4,200.00) Dollars, they being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

AUCTIONEER

Filed 19 Nov, 1952

PURCHASERS' AGREEMENT

We hereby certify that we have this 18th day of November, 1952, purchased the within described property from George E. Pullman, Attorney, at and for the sum of Four Thousand Two Hundred ($4,200.00) Dollars, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

TEST:

Walter M. Bauman

Vivienne E. Bauman

LIBER 81 PAGE 416

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, 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 Nathaniel Martin and Pauline Martin, his wife, dated December 3rd, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 394 folio 23, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, November 18th, 1952, at eleven o'clock A. M., and then and there sold the said property to Walter M. Bauman and Vivienne E. Bauman, his wife, at and for the sum of Four Thousand Two Hundred ($4,200.00) Dollars, they being then and there the highest bidders therefor, which property is as follows:

> All that tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, and described as follows:
>
> Beginning for the same at a point set where the east side of the County Road known as Chalk Point Road intersects the north side of the State Road leading from Galesville to Shadyside, and running from thence and with the east side of Chalk

Filed 19 Nov., 1952.

10

Point Road, North 08 degrees 42 minutes East 350 feet to a point; thence running across part of the whole tract conveyed by Joseph W. Wood to Edward Norwood by deed dated August 27, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 55 folio 33, of which the herein described is a part, South 83 degrees 33 minutes East 617.5 feet to a stakeset in the fence line which is the east boundary line of the entire above mentioned conveyance; thence with part of same, South 21 degrees 28 minutes West 359 feet to a black oak tree standing on the north side of the aforementioned State Road; thence with the north side of same, North 75 degrees 01 minutes West 100 feet; North 81 degrees 48 minutes West 100 feet; and North 86 degrees 38 minutes West 342.5 feet to the place of beginning. Containing four and one-half (4½) acres, more or less, and being the southeasternmost corner of the above mentioned conveyance from Wood to Norwood, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in September, 1943, and described by same in October, 1946. Being the same property which was conveyed to the said Nathaniel Martin and Pauline Martin, his wife, by W. M. Thomas Lumber Company, by deed dated December 3, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. 394 folio 22.

The said property is improved by a two story frame dwelling and garage.

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 purchase money, with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18th day of November, 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. Cleaney

NOTARY PUBLIC

11

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, HIS WIFE.	:	Anne Arundel County

Filed 19 Nov., 1952.

ORDER NISI

ORDERED, this 19 day of November, 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 29 day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 29 day of December next.

The Report states the amount of sales to be Four Thousand Two Hundred Dollars ($4,200.00).

John H. Hopkins, 3rd,
CLERK

IN THE MATTER OF THE SALE	:	No. 10,598 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
NATHANIEL MARTIN AND PAULINE	:	for
MARTIN, HIS WIFE.	:	Anne Arundel County

Filed 30 Dec., 1952.

FINAL ORDER

ORDERED by the Court this 30th day of December, 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
Judge

12

LIBER 81 PAGE 419

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 19th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,508

Nathaniel Martin

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 December, 1952 The first insertion being made the 27th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 8611

13

Filed 30 Dec., 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,508 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF NATHANIEL MARTIN AND PAULINE MARTIN, HIS WIFE.

Ordered, this 10th day of November, 1952, that the sale of the property mentioned in these proceedings, made and reported by George E. Hullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 29th day of December next.

The Report states the amount of sales to be Four Thousand Two Hundred Dollars ($4,200.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

LIBER 81 PAGE 420

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Nathaniel Martin
and
Pauline Martin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,598 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 Jan., 1953.

January 20, 1953

All of which is respectfully submitted.

Laura R. Jicklings
Auditor.

14

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Nathaniel Martin and Pauline Martin, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	157	10	207	10
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account	13	50	43	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	43		
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	16	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Ruby W. Chaney - notary fees	1	00	109	07
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	3,397	28	3,397	28
To The County Trust Company of Maryland, judgment creditor - in full for claim filed, viz:				
Principal $244.12				
Interest from 6/18/46 to 11/18/52 95.21				
Court costs 10.75				
Attorney's fee 24.41	374	49	374	49
To Nathaniel Martin and Pauline Martin, his wife, mortgagors - this balance	105	31	105	31
			4,236	50

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

1952				
Nov.	18	Proceeds of Sale	4,200 00	
		Interest on deferred payment	36 50	4,236 50
				4,236 50

LIBER 81 PAGE 423

Filed 21 Jan., 1953.

Filed 3 Mar., 1953.

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~ of

Nathaniel Martin

and

Pauline Martin, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,598 Equity.

ORDERED, This 21 day of January, 1953., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2. day of 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 2 day of March next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of March, 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
A. J.

17

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 2nd, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Nathaniel Martin + wife

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of March, 1953 The first insertion being made the 29th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,598 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of NATHANIEL MARTIN And PAULINE MARTIN, His Wife.

Ordered, this 21st day of January, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2nd day of 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 2nd day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-12

Filed 3 Mar., 1953.

18

IN THE MATTER OF THE SALE OF THE	:	IN THE
REAL ESTATE AND OTHER PROPERTY OF	:	CIRCUIT COURT
CENTURY DUNBRIK-DUNSTONE CORP.	:	FOR
UNDER DEEDS OF TRUST	:	ANNE ARUNDEL COUNTY
		NO. 10,451 EQUITY

- - - - - - - - - - - - - - -

NOTICE TO DOCKET CASE

- - - - - - - - - - - - - - -

Mr. Clerk:

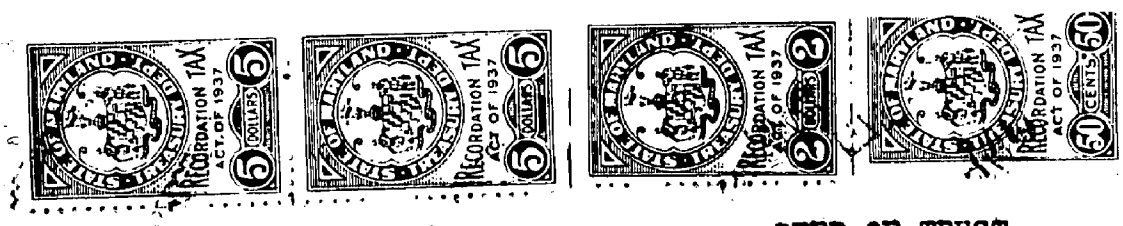
Please docket the above-entitled case and file the Deeds of Trust as Trustees' Exhibit A and Trustees' Exhibit B, respectively.

Filed 31 Mar., 1952

Rouse & Morton

Rouse and Morton, Attorneys
12 Church Circle
Annapolis, Maryland

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.



DEED OF TRUST

THIS DEED, Made this 1st day of May , 1947, by and between Century Dunbrik-Dunstone Corporation, a body corporate of the State of Maryland, party of the first part, hereinafter referred to as "First Party", and A. H. GRAHAM and I. DALE SNODGRASS Trustees, as hereinafter set forth, ~~party of the second part~~ either or both with power to act, party of the second part:

WHEREAS, First Party is justly indebted unto Reconstruction Finance Corporation, a corporation under the laws of the United States of America, in the principal sum of Twelve Thousand Five Hundred- - - - - - - Dollars ($ 12,500.00), with interest at the rate of four per centum (4%) per annum on the unpaid balance until paid, for which amount said party has signed and delivered a certain promissory note on RFC Form L-180, bearing even date herewith and payable to Reconstruction Finance Corporation at the Federal Reserve Bank of Richmond, Richmond, Virginia, $250.00 monthly, commencing three months from date, to be applied first on account of interest and then on account of principal, with additional payments in accordance with 50% net earnings clause as set forth in said Note, balance on or before five years from the date thereof.

AND WHEREAS, First Party desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and further to secure the strict performance of all the covenants and agreements in this deed of trust and in said note contained and made by First Party.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that First Party, in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

BEGINNING for the same at a pipe set in the center of the County Road forming the Southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated and recorded among the land records of Anne Arundel County in Liber G. W. No. 17, Folio 74, etc., dated March 28, 1900, and is, with meridian now and hereinafter referred to a deed from Sarah Silver, et al, to the Philadelphia, Baltimore, and Washington Railroad Company, recorded in W. N. W. 10, folio 40, etc., South 76° 11' East 100.0 feet from the center line of the P. B., and W. R.R. as referred to in said deed; thence, binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance, reversed, North 13° 49' East 523.0 feet to a pipe set South 76° 11' East 100.0 feet from said former center line; thence with the fourth line reversed North 76° 11' West 10.0 feet to the end of the third line of said conveyance; thence, with said line reversed and paralleling said center line as referred to in said deed North 13° 49' East 477.0 feet to a pipe; thence leaving said line and running across the whole tract South 60° 56' East 449.1 feet to the center of the County Road hereinbefore referred to at a point distant South 60° 56' East 19.8 feet from a pipe on the Northwest side of said road; thence binding on the center line of said road the following six courses and distances: South 42° 40' West 132.5 feet; South 38° 19' West 158.4 feet; South 32° 21' West 175.15 feet; South 31° 22' West 173.0 feet; South 49° 18' West 141.6 feet; and South 44°09' West 203.35 feet to the beginning. Containing 5.0 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947.

BEING part of the conveyance to Isaac Silver hereinbefore referred to. Being also the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by Gregory C. Conliffe and Willie Mae Conliffe, his wife, and Edward S. Jarrett and Catherine Jarrett, his wife, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed of trust.

together with the buildings and improvements now or hereafter erected thereupon, and all the estate, right, title, interest and claim, either by law or in equity or otherwise, however, of First Party, of, in to or out of the said land and premises, and also together with all real property of like nature hereafter acquired by First Party for use in connection with its business and together with the good will of said business and the right to use its name.

And this Indenture further witnesseth that First Party, in consideration of the premises and the sum of One Dollar ($1.00) in hand paid, has bargained, sold, granted and assigned, and does hereby bargain, sell, grant and assign unto the party of the second part, as Trustee, his successors and assigns, all of the furniture, fixtures, machinery, equipment and other chattels, [redacted] except automotive equipment, that are now located in or on said premises and more particularly described as follows:

[redacted]

1 No. 15 Commercial Dunbrik Plant including:

1 Dunbrik Commercial Line Production Machine, Serial No. CDB 37, No. 461 - with Roller Bearing Synchronized Packer Head - Automatic Pallet Feeder and Friction Clutch Pulley. Completely assembled, ready for operation.

Attachments and Accessories

5040 DUNBRIK DUNSTONE Steel Pallets (3 brick type) @ 50¢

1 Nema Type 3 H.P. Ball-Bearing Motor, 1725 RPM, 60 cycle, 3 phase, 220 volt (for brick machine)

4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine

1 Dunn Shovel Type 16 cu. ft. Mixer (chilled bottom, interlined sides). Ground Floor Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water Measuring Device and Two-Way Chute

1 Nema Type 5 H.P. Ball-Bearing Motor, 1200 RPM, 60 cycle, 3 phase, 220 volt (for mixer)

6 V-Belt Mixer Transmission with 6 groove motor sheave

1 Three-Wheeled Lift Jack - 10 inch Ball Bearing Wheels, with Pin Coupling

21 DUNBRIK All-Steel Transport Trucks complete with decks, equipped with 10" cushioned Rubber-Tired, Ball Bearing Wheels for Lift Jack Operation @95.00

1 Industrial Mat Glazing Machine, with Built-in Plastic Mixer Mill, Dual-Action [illegible] and Integral Motor. Complete ready to operate.

together with all such property of like nature as shall be hereafter acquired by First Party during the continuance of this trust and before the final payment of the debt secured hereby.

TO HAVE AND TO HOLD the said lots of ground and the aforesaid improvements thereon and appurtenances thereto unto the party of the second part, his successors and assigns, forever, in fee simple.

TO HAVE AND TO HOLD the aforesaid chattels and personal property and any additional chattels and personal property which may become subject to the lien of this deed of trust unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said described land and premises and personal property, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said First Party or assigns, at the cost of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note (and any extension or renewal thereof) or of any installment of principal and interest as therein provided, or in the payment of any of the sums for ground rents, if any, taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four per centum (4 %) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, as a whole or in parcels, in the Trustee's discretion, at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to First Party, its heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore provided, with the privilege and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.

2. That it will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents (upon the aforesaid property) and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. That it 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.

4. That it will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and revewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to First Party and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of First Party in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

6. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

8. First Party hereby consents and agrees that the indebtedness secured by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and First Party, its successors and assigns, and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.

9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.

10. First Party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of the said property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorneys' fees, all of which shall be added to the indebtedness secured hereby.

11. First Party further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional real estate or any additional chattels or personal property, to be placed upon the aforesaid property, it will, from time to time as requested by the holder of the note secured hereby, execute and deliver to the noteholder, or its successors and assigns, a supplemental deed of trust or chattel mortgage thereon so as to further secure the repayment of the indebtedness hereby secured by a lien on such additional property.

The Trustee may, from time to time, until default as above provided, release from the lien of this Deed of Trust any property conveyed hereunder, at the expense of First Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent/and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts created hereunder by giving written notice thereof to First Party, and to the Richmond Loan Agency of the Reconstruction Finance Corporation at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said Loan Agency as such notice.

Reconstruction Finance Corporation, so long as it is the holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving any notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, Reconstruction Finance Corporation is hereby authorized and empowered to appoint a successor or successors in trust, by written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

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.

IN WITNESS WHEREOF, CENTURY DUNBRIK-DUNSTONE CORPORATION has caused this Deed of Trust to be signed by its President ~~Vice President~~ and its corporate seal to be hereunto affixed and attested by its Secretary ~~Assistant Secretary~~, on the day and year first above written.

McGregor Conliffe
Pres. Century Dunbrick-Dunstone Corp.
McGregor A. Conliffe
Pres. Century Dunbrik-Dunstone Corporation

ATTEST:

William G. Jarrett, Jr.
Secretary
William G. Jarrett, Jr.

(SEAL)

STATE OF MARYLAND)
Co. of Mont.) To-wit:

On the 1st day of May, 1947, before me, Florence H. Quinn, the undersigned notary public, personally appeared McGregor A. Conliffe, who acknowledged himself to be the President of Century Dunbrik-Dunstone Corporation, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Florence H. Quinn
Notary Public
Florence H. Quinn

My commission expires: 5/7

(13) The terms and provisions of this Factor's Lien Agreement shall be construed liberally to secure to Factor the beneficial interest and purposes of Factor's Lien Law of 1945, being Chapter 1019 of the Acts of the General Assembly of Maryland of 1945, effective June 1, 1945.

IN WITNESS WHEREOF, Reconstruction Finance Corporation has caused this Agreement to be signed in its behalf by its Agent of its Washington Branch Office of the Richmond Loan Agency, and the said Century Dunbrik-Dunstone Corporation has caused this Agreement to be duly executed on its behalf by McGREGOR A. CONLIFFE, its President, with its seal thereto affixed, attested by CALVIN H. CONLIFFE, its Secretary.

RECONSTRUCTION FINANCE CORPORATION

By A. Philip Townsner
A. Philip Townsner - Agent

CENTURY DUNBRIK-DUNSTONE CORPORATION

By _____
President
McGregor A. Conliffe

CENTURY DUNBRIK-DUNSTONE CORPORATION ATTEST: SEAL MARYLAND

_____
Secretary
Calvin H. Conliffe

DISTRICT OF COLUMBIA, To-wit:

I HEREBY CERTIFY that on this 13 day of APRIL, 1951, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared A. PHILIP TOWNSNER Agent of Reconstruction Finance Corporation, the within Factor, and made oath in due form of law on behalf of said Factor that all of the statements, terms, conditions and agreements hereinabove set forth are the act and deed of the said Reconstruction Finance Corporation; that the statements hereinabove set forth are true to the best of his knowledge and belief; and further, that he is the Agent of said Reconstruction Finance Corporation and duly authorized to make this affidavit.

WITNESS my hand and notarial seal.

NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMM. EXPIRES

Nellie McLeish
Nellie McLeish - Notary Public

Recorded: April 13, 1951 at 12.45 P.M.

LIBER 81 PAGE 432

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold,
Clerk

44 DEED OF TRUST

GRISCOM, SR.
Treas.

CENTURY DUNBRIK-DUNSTONE CORPORATION

and

A. H. GRAHAM and I. DALE SNODGRASS,
Trustees.

index in Chattels.

Received for Record 8 Day of May 1947 at 2 o'clock P.M. and the same day recorded in Liber J.H.H. No. 406 Fol. 265 Land Records of Anne Arundel County.

John H. Stapleton Clerk

~~Cross~~ Index in Chattels

9.75
50
75
Total 11.00

LIBER 81 PAGE 433

Maryland - Real and Personal

BOOK 618 PAGE 212

DEED OF TRUST

THIS DEED, Made this 13 day of APRIL, 1951, by and between Century Dunbrik-Dunstone Corporation, a body corporate of the State of Maryland, party of the first part, hereinafter referred to as "First Party", and A. H. Graham, of Richmond, Virginia, and I. Dale Snodgrass, of Baltimore, Maryland, Trustees, as hereinafter set forth, either or both with power to act, and hereinafter referred to as "Trustee", party of the second part;

WHEREAS, in consideration of a loan in the amount of Three Thousand Dollars ($3,000.00), or any part thereof, by Reconstruction Finance Corporation, a corporation organized and existing under the laws of the United States of America, and having an office for the transaction of business at the Southern States Building, Seventh and Main Streets, Richmond 19, Virginia, to First Party, with interest at the rate of five per centum (5%) per annum on the unpaid principal owing from time to time on said loan and for which loan the First Party has signed and delivered a certain promissory note on RFC Form, bearing even date herewith, in the principal amount of Three Thousand Dollars ($3,000.00), and payable at its Richmond Loan Agency on or before six months after date.

AND WHEREAS, First Party desires to secure the prompt payment of the principal and interest now and which may hereafter be owing upon said note, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and further to secure the strict performance of all the covenants and agreements in this Deed of Trust and in said note contained and made by the First Party.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that First Party, in consideration of the premises and of one dollar, lawful money of the United States of America, to it in hand paid by the party of the second party, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, their successors and assigns, the following described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

BEGINNING for the same at a pipe set in the center of the County Road forming the Southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated and recorded among the land records of Anne Arundel County in Liber G. W. No. 17, Folio 74, etc., dated March 28, 1900, and is, with meridian now and hereinafter referred to a deed from Sarah Silver, et al, to the Philadelphia, Baltimore, and Washington Railroad Company, recorded in W. N. W. 10, folio 40, etc., South 76° 11' East 100.0 feet from the center line of the P. B., and W. R.R. as referred to in said deed; thence, binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance, reversed, North 13° 49' East 523.0 feet to a pipe set South 76° 11' East 100.0 feet from said former center line; thence with the fourth line reversed North 76° 11' West 10.0 feet to the end of the third line of said conveyance; thence, with said line reversed and paralleling said center line as referred to in said deed North 13° 49' East 477.0 feet to a pipe; thence leaving said line and running across the whole tract South 60° 56' East 449.1 feet to the center of the County Road hereinbefore referred to at a point distant South 60° 56' East 19.8 feet from a pipe on the Northwest side of said road; thence binding on the center line of said road the following six courses and distances: South 42° 40' West 132.5 feet; South 38° 19' West 158.4 feet; South 32° 21' West 175.15 feet; South 31° 22' West 173.0 feet; South 49° 18' West 141.6 feet; and South 44° 09' West 203.39 feet to the beginning. Containing 5.0 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947.

BEING part of the conveyance to Isaac Silver hereinbefore referred to.

Being also the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by Gregory C. Conliffe and Willie Mae Conliffe, his wife, and Edward S. Jarrett and Catherine Jarrett, his wife, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed of trust.

together with the buildings and improvements now or hereafter erected thereupon, and all the estate, right, title, interest and claim, either by law or in equity or otherwise, however, of First Party, of, in, to or out of the said land and premises, and also together with all real property of like nature hereafter acquired by First Party for use in connection with its business.

And this Indenture further witnesseth that First Party, in consideration of the premises and the sum of one Dollar ($1.00) in hand paid, has bargained, sold, granted and assigned, and does hereby bargain, sell grant and assign unto the party of the second part, as Trustee, their successors and assigns, all of the furniture, fixtures, machinery, equipment and other chattels, ~~xxxxxxxx~~ ~~Xexcept~~ automotive equipment, together with the good will of said business and the right to use its name, that are now located in or on said premises, including but not limited to the property more particularly described as follows:

1 No. 15 Commercial Dunbrik Plant including:

1 Dunbrik Commercial Line Production Machine, Serial No. CDB 37, No. 461 - with Roller Bearing Synchronized Packer Head - Automatic Pallet Feeder and Friction Clutch Pulley. Completely assembled, ready for operation.

Attachments and Accessories

5040 DUNBRIK DUNSTONE Steel Pallets (3 brick type) @ 50¢

1 Nema Type 3 H.P. Ball-Bearing Motor, 1725 RPM, 60 cycle, 3 phase, 220 volt (for brick machine)

4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine

1 Dunn Shovel Type 16 cu. ft. Mixer (chilled bottom, interlined sides). Ground Floor Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water Measuring Device and Two-Way Chute

1 Nema Type 5 H.P. Ball-Bearing Motor, 1200 RPM, 60 cycle, 3 phase, 220 volt (for mixer)

6 V-Belt Mixer Transmission with 6 groove motor sheave

1 Three-Wheeled Lift Jack - 10 inch Ball Bearing Wheels, with Pin Coupling

21 DUNBRIK All-Steel Transport Trucks complete with decks, equipped with 10" cushioned Rubber-Tired, Ball Bearing Wheels for Lift Jack Operation @ 95.00

1 Industrial Mat Glazing Machine, with Built-in Plastic Mixer Mill, Dual-Action Gun and Integral Motor. Complete ready to operate.

together with all such property of like nature as shall be hereafter acquired by First Party during the continuance of this trust and before the final payment of the debt secured hereby.

TO HAVE AND TO HOLD the said lots of ground and the aforesaid improvements thereon and appurtenances thereto unto the party of the second part, his successors and assigns, forever, in fee simple.

TO HAVE AND TO HOLD the aforesaid chattels and personal property and any additional chattels and personal property which may become subject to the lien of this deed of trust unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said described land and premises and personal property, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said First Party or assigns, at the cost of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note (and any extension or renewal thereof) or of any installment of principal and interest as therein provided, or in the payment of any of the sums for ground rents, if any, taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at **five per centum** (5 %) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, as a whole or in parcels, in the Trustee's discretion, at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to First Party, its heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchasor, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore provided, with the privilege and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.

2. That it will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents (upon the aforesaid property) and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. That it 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.

4. That it will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In the event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to First Party, and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of First Party in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

6. That if it is necessary to refer this matter to an attorney, or if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the notes or any part of any note secured hereby, or any petition be filed in bankruptcy or otherwise for the collection of the notes or any part of any note secured hereby, or if any action be taken or proceeding or suit filed for the enforcement of any endorsement or endorsements thereof, or guaranties thereof, or for the purpose of realizing on any collateral hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, together with all collection fees and charges which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

8. First Party hereby consents and agrees that the indebtedness secured by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and First Party, its successors and assigns, and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.

9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.

10. First Party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property to the use of said property as a homestead, or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of the said property, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorneys' fees, all of which shall be added to the indebtedness secured hereby.

11. First Party further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional real estate or any additional chattels or personal property, to be placed upon the aforesaid property, it will, from time to time as requested by the holder of the note secured hereby, execute and deliver to the noteholder, or its successors and assigns, a supplemental deed of trust or chattel mortgage thereon so as to further secure the repayment of the indebtedness hereby secured by a lien on such additional property.

The Trustee may, from time to time, until default as above provided, release from the lien of this Deed of Trust any property conveyed hereunder, at the expense of First Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts created hereunder by giving written notice thereof to First Party, and to the holder of the note at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said noteholder as such notice.

The holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving any notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, the holder of the note is hereby authorized and empowered to appoint a successor or successors in trust, by written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

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.

IN WITNESS WHEREOF, CENTURY DUNBRIK-DUNSTONE CORPORATION has caused this Deed of Trust to be signed by its President or its Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or Assistant Secretary, on the day and year first above written.

CENTURY DUNBRIK-DUNSTONE CORPORATION

By _____
McGregor A. Conliffe President

ATTEST: _____
Secretary
Calvin D. Conliffe

STATE OF MARYLAND)
) To-wit:
)

On the 13 day of April, 1951, before me, Mc Gregor A Conliffe Nellie McLeish, the undersigned notary public, personally appeared Mc Gregor A. Conliffe, who acknowledged himself to be the President of Century Dunbrik-Dunstone Corporation, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

_____
Nellie McLeish, Notary Public

My commission expires: April 14, 1952

Recorded: April 13, 1951 at 12.45 P.M.

LIBER 81 PAGE 439

Deed of Trust

Century Dunbrik-Dunstone Corporation

To

A. H. Graham and I. Dale Snodgrass.

5.0 Ac. At. Odenton
4th Election District
A.A. Co. Md.

Received for Record 13
Apr. 1951 at 12.45 P.M.
and the same is recorded in Liber
J.H.H. No. 618 p. 214.
Records of Anne Arundel County
John H. Hopkins Jr.
Clerk

JOHN H. HOPKINS, IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

H.
9

LIBER 81 PAGE 440

IN THE MATTER OF THE DEED OF TRUST	:	IN THE
FROM CENTURY DUNBRIK-DUNSTONE CORP.	:	CIRCUIT COURT
TO	:	FOR
A. H. GRAHAM AND I. DALE SNODGRASS,	:	ANNE ARUNDEL COUNTY
TRUSTEES	:	NO. 10451 EQUITY

STATEMENT OF DEED OF TRUST DEBT

Filed 24 April, 1952

Statement of the claim of Reconstruction Finance Corporation, secured by the Deed of Trust from Century Dunbrik-Dunstone Corporation to A. H. Graham and I. Dale Snodgrass, Trustees, dated May 1, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 618, Folio 212:

Balance due on Principal		$ 9,565.97
Interest accrued @ 4% (8-4-49 thru 3-31-52)		1,017.92
Balance due on principal of note representing advances for CPC (Care and Preservation of Collateral)		2,975.66
Interest accrued @ 5% (4-25-51 thru 3-31-52)		119.80
Reimbursable Expense:		
W. F. Hobard, Inc.- Photostats	$10.80	
RFC personnel - Travel	17.93	28.73
		$ 13,708.08

STATE OF VIRGINIA:

CITY OF RICHMOND:

I HEREBY CERTIFY that on this 14th day of March, 1952, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared A. H. GRAHAM, an agent of the Reconstruction Finance Corporation, and made oath that the aforegoing is a true statement of the amount of claim under the Deed of Trust filed in said cause now remaining due and unpaid, and that he is duly authorized to make this affidavit.

My Commission Expires 3-11-55.

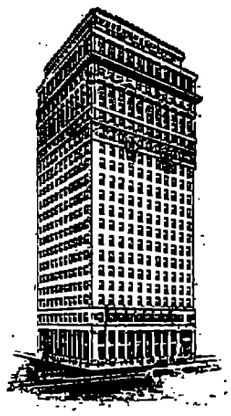
Mrs. G. B. Atkinson
Notary Public
Mrs. G. B. Atkinson

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

17

LIBER 81 PAGE 441

No. 10,451 Equity



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

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

BOND OF TRUSTEES TO SELL

KNOW ALL MEN BY THESE PRESENTS, That we, A. H. Graham

as Principals, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Thousand - - - - - - - - - - - - - - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents, sealed with our seals, and dated this 24th day of April, nineteen hundred and fifty-two.

Filed 25 Apr, 1952

WHEREAS, by the terms of certain deeds of trust dated May 1, 1947 and April 13, 1951, respectively, and duly recorded among the Records of the Circuit Court for Anne Arundel County in No. 10,451 Equity, and given by the Century Dunbrik-Dunstone Corporation to A. H. Graham and I. Dale Snodgrass, Trustees, to secure the repayment of a loan of $12,500 and $3,000 respectively, the said A. H. Graham and I. Dale Snodgrass, Trustees, or either of them, as aforesaid were empowered and authorized to sell the property conveyed by said deeds of trust, upon default being made in the payment of the principal and interest thereon and in the other terms and conditions thereof; and

WHEREAS, default having occurred in the payment of the principal and interest of said deed of trust debt and in the other terms and conditions of said deedsof trust, the said A. H. Graham and I. Dale Snodgrass Trustees, are about to exercise the power vested in them under the said deedsof trust.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden, the said A. H. Graham ~~and~~ Sole Acting, Trustee~~s~~, as aforesaid, shall well and truly abide by, ob~~ey~~ or fulfill any order or decree that shall be made by any Court of Equity in relation to the sale of the property conveyed by said deed of trust, or the proceeds thereof, then this obligation to be void, otherwise to be and remain in full force and virtue in law.

Witness: James C. Morton, Jr.

A. H. Graham (SEAL)

(SEAL)

AMERICAN SURETY COMPANY OF NEW YORK

Attest: Charlotte C. Dudrow
~~Assistant Secretary~~

By [signature]
~~Resident Vice President~~
Attorney in Fact

This bond approved this 25 day of April, 1952.

John H. Hopkins, 3rd,
Clerk of Court

18

IN THE MATTER OF THE SALE OF THE	:	IN THE CIRCUIT COURT
REAL ESTATE AND OTHER PROPERTY OF	:	FOR
CENTURY DUNBRIK-DUNSTONE CORP.	:	ANNE ARUNDEL COUNTY
UNDER DEEDS OF TRUST	:	NO. 10,451 EQUITY

The Report of A. H. Graham, Sole Acting Trustee, respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel for twenty days before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, on the 29th day of April, 1952, at 12:00 Noon, and then and there proceeded to sell said real estate and other property mentioned in these proceedings as follows:

Filed 1 May, 1952

All that parcel of land lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a pipe set in the center of the County Road forming the Southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated and recorded among the land records of Anne Arundel County in Liber G. W. No. 17, Folio 74, etc., dated March 28, 1900, and is, with meridian now and hereinafter referred to a deed from Sarah Silver, et al., to the Philadelphia, Baltimore and Washington Railroad Company, recorded in W. N. W. 10, Folio 40, etc., South 76° 11′ East 100.0 feet from the center line of the P. B. and W. R. R. as referred to in said deed; then, binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance, reversed, North 13° 49′ East 523.0 feet to a pipe set South 76° 11′ East 100.0 feet from said former center line; thence with the fourth line reversed North 76° 11′ West 10.0 feet to the end of the third line of said conveyance; thence, with said line reversed and paralleling said center line as referred to in said deed North 13° 49′ East 477.0 feet to a pipe; thence leaving said line and running across the whole tract South 60° 56′ East 449.1 feet to the center of the County Road hereinbefore referred to at a point distant South 60° 56′ East 19.8 feet from a pipe on the Northwest side of said road; thence binding on the center line of said road the following six courses and distances: South 42° 40′ West 132.5 feet; South 38° 19′ West 158.4 feet; South 32° 21′ West 175.15 feet; South 31° 22′ West 173.0 feet; South 49° 18′ West 141.6 feet; and South 44° 09′ West 203.35 feet to the beginning. Containing 5.0 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947.

BEING part of the conveyance to Isaac Silver hereinbefore referred to. Being also the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by George C. Conliffe and Willie Mae Conliffe, his wife, and Edward S. Jarrett and Catherine Jarrett, his wife, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 406, Folio 264.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

19

The undersigned Sole Acting Trustee, at the same time and place sold the following described items of equipment located on the above described premises:

1 No. 15 Commercial Dunbrik Plant including:

1 Dunbrik Commercial Line Producing Machine, Serial No. CDB 37, No. 461 — with Roller Bearing Synchronized Packer Head — Automatic Pallet Feeder and Friction Clutch Pulley.

Attachments and Accessories.

5040 DUNBRIK DUNSTONE Steel Pallets (3 brick type).

1 Nema Type 3 h.p. Ball-Bearing Motor, 1,725 r.p.m., 60 cycle, 3 phase, 220 volt (for brick machine).

4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine.

1 Dunn Shovel Type 16 cu. ft. Mixer (chilled bottom, interlined sides). Ground Floor Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water Measuring Device and Two-Way Chute.

1 Nema Type 5 h.p. Ball-Bearing Motor, 1,200 r.p.m., 60 cycle, 3 phase, 220 volt (for mixer).

6 V-Belt Mixer Transmission with 6 groove motor sheave.

1 Three-Wheeled Lift Jack — 10-inch Ball Bearing Wheels, with Pin Coupling.

21 Dunbrik All-Steel Transport Trucks complete with decks, equipped with 10-inch cushioned Rubber-Tired, Ball-Bearing Wheels for Lift Jack Operation.

1 Industrial Mat Glazing Machine, with Built-In Plastic Mixer Mill, Dual-Action Gun and Integral Motor.

He offered said premises and equipment for sale and sold same to Reconstruction Finance Corporation, at and for the sum of Four Thousand Seven Hundred Dollars ($4,700.00), it being then and there the highest bid for said property.

AND as in duty bound, etc.

A. H. Graham
Sole Acting Trustee

20

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, TO WIT

I hereby certify that on this 29th day of April, 1952, before me the subscriber, a notary public of the State and County aforesaid, personally appeared A. H. Graham, Sole Acting Trustee, and made oath in due form of law that the matter and facts set forth in the Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made.

Dorothy L. Stockett
Notary Public
Dorothy L. Stockett

21

LIBER 81 PAGE 445

ORDER NISI

IN THE MATTER OF THE SALE OF THE REAL ESTATE AND OTHER PROPERTY OF

~~XXXXXX~~

CENTURY DUNBRIK-DUNSTONE CORP. UNDER DEEDS OF TRUST

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,451 Equity

Filed 1 May, 1952.

Ordered, this 1 day of May, 1952, That the sale of the Real Estate and Chattels in these Proceedings mentioned, made and reported by A. H. Graham, Sole Acting Trustee, ~~XXXXXXXX~~

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 $4,700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

IN THE MATTER OF THE SALE OF THE REAL ESTATE AND OTHER PROPERTY OF

~~XXXXXX~~

CENTURY DUNBRIK-DUNSTONE CORP. UNDER DEEDS OF TRUST

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 26 June, 1952

ORDERED BY THE COURT, This 26th day of June, 1952, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

22

GEORGE W. SCIBLE - LIBER 81 PAGE 446 - - - - - - Auctioneer

ROUSE AND MORTON
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

AND EQUIPMENT

Under and by virtue of the power of sale contained in Deeds of Trust from Century Dunrik-Dunstone Corporation to A. H. Graham and I. Dale Snodgrass, the undersigned, sole acting Trustee, acting for and on behalf of the Reconstruction Finance Corporation, will sell at public auction at the Court House Door in the City of Annapolis on

Tuesday, April 29th, 1952

AT 12:00 O'CLOCK NOON

the following described parcel of land lying and being in the Fourth Election District of Anne Arundel County, State of Maryland:

BEGINNING for the same at a pipe set in the center of the County Road forming the Southeastern boundary of the conveyance from Nicholas M. Disney and wife to Isaac Silver by deed dated and recorded among the land records of Anne Arundel County in Liber G. W. No. 17, Folio 74, etc., dated March 28, 1900, and is, with meridian now and hereinafter referred to a deed from Sarah Silver, et al., to the Philadelphia, Baltimore and Washington Railroad Company, recorded in W. N. W. 10, Folio 40, etc., South 76° 11′ East 100.0 feet from the center line of the P. B. and W. R. R. as referred to in said deed; then, binding on the lines of said conveyance and paralleling the said center line and with the fifth line of said conveyance, reversed, North 13° 49′ East 523.0 feet to a pipe set South 76° 11′ East 100.0 feet from said former center line; thence with the fourth line reversed North 76° 11′ West 10.0 feet to the end of the third line of said conveyance; thence, with said line reversed and paralleling said center line as referred to in said deed North 13° 49′ East 477.0 feet to a pipe; thence leaving said line and running across the whole tract South 60° 56′ East 449.1 feet to the center of the County Road hereinbefore referred to at a point distant South 60° 56′ East 19.8 feet from a pipe on the Northwest side of said road; thence binding on the center line of said road the following six courses and distances: South 42° 40′ West 132.5 feet; South 38° 19′ West 158.4 feet; South 32° 21′ West 175.15 feet; South 31° 22′ West 173.0 feet; South 49° 18′ West 141.6 feet; and South 44° 09′ West 203.35 feet to the beginning. Containing 5.0 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor, in March, 1947.

BEING part of the conveyance to Isaac Silver hereinbefore referred to. Being also the same property which was conveyed to the Century Dunbrik-Dunstone Corporation by George C. Conliffe and Willie Mae Conliffe, his wife, and Edward S. Jarrett and Catherine Jarrett, his wife, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 406, Folio 264.

The undersigned Trustee, as aforesaid, will at the same time and place sell at public auction all furniture, fixtures, machinery, equipment and other chattels located in or on the aforesaid premises and more particularly the following items of equipment which are believed to be on the premises:

1 No. 15 Commercial Dunbrik Plant including:

Filed 7 May, 1952

1 Dunbrik Commercial Line Producing Machine, Serial No. CDB 37, No. 461 — with Roller Bearing Synchronized Packer Head — Automatic Pallet Feeder and Friction Clutch Pulley.

Attachments and Accessories.

5040 DUNBRIK DUNSTONE Steel Pallets (3 brick type).

1 Nema Type 3 h.p. Ball-Bearing Motor, 1,725 r.p.m., 60 cycle, 3 phase, 220 volt (for brick machine).

4 V-Belt Transmission, Belt Guard, Starting and Feeder Switches, and mounting in brick machine.

1 Dunn Shovel Type 16 cu. ft. Mixer (chilled bottom, interlined sides). Ground Floor Controls, Friction Clutch Pulley, Automatic Conveyor Hoist with Cable, Power Windlass, Water Measuring Device and Two-Way Chute.

1 Nema Type 5 h.p. Ball-Bearing Motor, 1,200 r.p.m., 60 cycle, 3 phase, 220 volt (for mixer).

6 V-Belt Mixer Transmission with 6 groove motor sheave.

1 Three-Wheeled Lift Jack — 10-inch Ball Bearing Wheels, with Pin Coupling.

21 Dunbrik All-Steel Transport Trucks complete with decks, equipped with 10-inch cushioned Rubber-Tired, Ball-Bearing Wheels for Lift Jack Operation.

1 Industrial Mat Glazing Machine, with Built-In Plastic Mixer Mill, Dual-Action Gun and Integral Motor.

The property and equipment above described was formerly used for the manufacture of a special type brick. The property is located at Odenton, Maryland, adjacent to the Pennsylvania Railroad tracks and very near the National Plastic Plant. To reach property in Odenton proceed north (toward Baltimore) on State Highway Number 170, the Fort George Meade-Baltimore Highway. Passing the north end of the National Plastic Plant in Odenton on the right, turn left into Lemonte Avenue (street properly marked by sign) and at its end again turn left. The first building on the right is the plant.

TERMS OF SALE: A cash deposit of $200.00 will be required of the purchaser at time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of six per cent (6%) per annum from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

A. H. GRAHAM, Sole Acting Trustee,
In care of Rouse and Morton, Attorneys,
12 Church Circle, Annapolis, Maryland.

LIBER 81 PAGE 447

I hereby certify that at a public auction on Tuesday, April 29, 1952 at 12:00 Noon at the Court House door in Annapolis, Maryland, I sold to the Reconstruction Finance Corporation, Southern States Building, Richmond, Virginia for the sum of Four Thousand Seven Hundred Dollars ($4,700.00), that being the highest bid obtainable, certain real estate containing approximately five (5) acres, together with improvements and machinery thereon, as more particularly described on the reverse hereof, and that the sale was fairly made.

Auctioneer

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

I hereby certify that on this 29th day of April, 1952 before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared George W. Scible and made oath in due form of law that the matters and facts set forth in the foregoing certificate are true to the best of his knowledge and belief.

Dorothy L. [illegible]
Notary Public

Filed 7 May 1952.

CERTIFICATE OF PURCHASE

LIBER 81 PAGE 449

This is to certify that on behalf of the Reconstruction Finance Corporation I, being its duly authorized agent, purchased the property described on the reverse side hereof at a public auction held April 29, 1952, at and for the sum of $4,700.00.

Anthony Halmagyi

STATE OF VIRGINIA

CITY OF RICHMOND

I hereby certify that on this 2nd day of May in the year 1952 before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared Anthony Halmagyi and made oath in due form of law that the matters and facts set forth in the foregoing Certificate are true to the best of his knowledge and belief.

Notary Public

My commission expires

LIBER 81 PAGE 450

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,451 Century Dunbrik - Dunstone Corp.

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 L. Carlson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,451 Equity

IN THE MATTER OF THE SALE OF THE REAL ESTATE AND OTHER PROPERTY OF CENTURY DUNBRIK-DUNSTONE CORP., UNDER DEEDS OF TRUST.

Ordered, this 1st day of May, 1952, That the sale of the Real Estate and Chattels in these Proceedings mentioned, made and reported by A. H. Graham, Sole Acting Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on 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 $4,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-29

Filed 26 June, 1952

25

In the Case of

In the Matter of the Sale
of the
Real Estate and Other Property
of ~~VSx~~
Century-Dunbrick Dunstone Corp.
under Deeds of Trust

In the

Circuit Court

For

Anne Arundel County

No. 10,451 Equity

To the Honorable, the Judges of said Court:

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

Filed 18 Nov., 1952.

October 22, 1952

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

Dr. In the Matter of the Sale of the Real Estate and Other Property of Century Dunbrik-Duhstone Corp. under Deeds of Trust. in ac.

To Trustee for Commissions, viz:	47	00	47	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	75		
Auditor - stating this account and extra copy	13	50	54	25
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	90	00		
Capital-Gazette Press - handbills	15	11		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Surety Co. of N.Y. -bond premium	64	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Dorothy L. Stockett - notary fees	1	00	239	61
To Trustee for Taxes, viz:				
1952 State and County Taxes ($82.51-adj)	55	17	55	17
To Reconstruction Finance Corporation - this balance on account claim filed under two deeds of trust, dated 5/1/47 and 4/13/51, and recorded, respectively, in Liber J. H. H. No. 406 folio 265, and Liber J. H. H. No. 618 folio 212	4,303	97	4,303	97
			4,700	00
Amount of claim under said Deeds of Trust	13,708	08		
Cr. Amount allowed as above	4,303	97		
Balance subject to decree in personam	9,404	11		

27

with A. H. Graham, Sole Acting Trustee Cr.

1952				
Apr.	29	Proceeds of Sale of Real Estate and Equipment	4,700 00	4,700 00
				4,700 00

LIBER 81 PAGE 454

ORDER NISI

In The Matter Of The Sale Of The Real Estate And Other Property Of ~~XXXXXXXX~~ Century Dunbrik-Dunstone Corp. Under Deeds Of Trust

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,451 Equity.

ORDERED, This 18 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 23 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 23 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of March, 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
A. J.

Filed 5 Mar., 1953

Filed 18 Nov., 1952

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 13th 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity Number 10,451
Century Dunbrik-Dunstone Corp.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1952. The first insertion being made the 22nd day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 8606

30

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,451 Equity
In The Matter Of The Sale Of The Real Estate And Other Property Of CENTURY DUNBRIK - DUNSTONE CORP. Under Deeds Of Trust.

Ordered, this 18th 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 23rd 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 23rd day of December next.

JOHN H. HOPKINS, 3rd., Clerk:
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-6

Filed 5 Mar., 1953

LIBER 81 PAGE 455

JOSEPH D. LAZENBY CLARENCE E. TYLER 215 Main Street Annapolis, Maryland Plaintiffs	:	NO. 10,425 EQUITY
vs.	:	IN THE
	:	CIRCUIT COURT
CLARENCE M. OLIFF LAHOMA D. OLIFF, his wife 1819 N. Underwood Street Arlington, Virginia Defendants	:	FOR ANNE ARUNDEL COUNTY

Filed 28 Feb, 1952.

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The Bill of Complaint of Joseph D. Lazenby and Clarence E. Tyler respectfully represents unto your Honors:

1. That they are the owners of a certain tract of land located in the Seventh Election District of Anne Arundel County, Maryland, which was conveyed to them by deed dated September 30, 1946, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 382, folio 462.

2. That on the 21st day of June, 1950, your Orators entered into a contract for the sale of a portion of said property to the Respondents, Clarence M. Oliff and Lahoma D. Oliff, his wife, said portion being described as follows, to wit:

> Beginning for the same at an iron pipe set on the west side of the entrance road to the herein described lot from the main road running through the entire tract described in the conveyance from Paul A. deTamble and Neal V. Nichlett to Joseph D. Lazenby and Clarence E. Tyler by deed dated September 30, 1946, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 382, folio 462, said main road being described in a deed dated September 25, 1947, recorded among said Land Records in Liber J.H.H. No. 433, folio 65, said point of beginning being located the following three courses and distances from

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the end of the North 20° 11' West 210 foot line of the conveyance from Tyler and Lazenby to The Shady Oaks Manor, Inc., by deed dated August 15, 1947, recorded among said Land Records in Liber J.H.H. No. 428, folio 434, South 21° 35' West 251.4 feet, South 14° 03' East 256.06 feet and South 85° 15' West 7.5 feet to the beginning point so fixed, said point being at the northwest corner of the herein described lot, and running from thence and with the center of a low marshy area, North 85° 15' East 238.55 feet to a pipe set at the waters edge of Fords Creek, thence with the same South 46° 20' East 14 feet, South 15° 40' East 38 feet, South 68° 50' East 30 feet, South 89° 25' East 56 feet, South 41° East 21 feet, South 09° 45' East 55 feet, South 19° West 45 feet, South 45° 40' West 77 feet, South 34° West 60 feet, South 23° 55' East 78 feet, and South 31° 05' West 157 feet to a pipe, thence leaving the Creek and running North 34° West 354.21 feet to a pipe and North 04° 45' West 167.22 feet to the place of beginning, containing 2.38 acres of land, as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in February 1950.

3. That the purchase price of said portion hereinabove described was seven thousand dollars ($7000.00), as recited in said contract, payable $75.00 upon the signing of said contract, the Respondents agreeing to pay the balance at the rate of $75.00 per month, to include interest at the rate of six per cent (6%) per annum, on the unpaid balance, and a copy of said contract is filed herewith and prayed to be taken as a part hereof, and is entitled "Complainants' Exhibit A".

4. That the Respondents made sporadic payments for a time and then ceased altogether, the last payment having been made in June 1951, but entered into possession of said property and still hold and occupy the same.

5. That on the 21st day of February 1952, the balance of

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2

principal and interest then due and owing under said contract of sale amounted to Six thousand eight hundred twenty-eight dollars and forty-seven cents ($6828.47).

6. That although frequent demands have been made upon the Respondents by your Orators to comply with the terms of the contract of sale, the Respondents refuse and continue to refuse to pay any part of the balance outstanding, although your Orators are now willing and able to give a good and unencumbered estate, in fee simple, to said property upon receipt of the purchase price aforesaid.

TO THE END, THEREFORE,

(a) That the agreement between the parties may be specifically enforced and the Respondents decreed to pay unto the Complainants the purchase money agreed to be paid with all arrears of interest and to accept from your Orators a conveyance of the aforesaid property.

(b) That in the alternative the property may be decreed to be sold under the jurisdiction of this Court, the proceeds applied to the payment to your Orators of the sums of money due them in full of the contract of sale filed herein, and to other debts since incurred in relation thereto.

(c) That in the event of a sale, as prayed herein, the Respondents may be required to move their personal belongings from the premises.

(d) And for such other and further relief as their case may require.

May it please your Honors to grant unto your Orators an Order of Publication directed to the Respondents, Clarence Milton Oliff and Lahoma D. Oliff, who are non-residents of the State of Maryland, directing them to be and appear in this Honorable Court, in person or by solicitor, on some certain day to be therein named, and then and there to hear and perform such Decree or Decrees as may be passed in these presents.

Respectfully submitted.

Eugene M. Childs, Solicitor

Joseph D. Lazenby

Clarence E. Tyler

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 27th day of February in the year Nineteen hundred fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH D. LAZENBY and CLARENCE E. TYLER and made oath in due form of law that the matters and things set forth in the aforegoing Bill of Complaint are true as therein stated to the best of their knowledge and belief.

As witness my hand and seal Notarial.

Harriett V. Dull
Harriett V. Dull Notary Public

HARRIETT V. DULL NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

CONDITIONAL SALES CONTRACT

THIS CONTRACT, made this 21st day of January, in the year Nineteen hundred and fifty, by and between Clarence E. Tyler and Joseph D. Lazenby, hereinafter called VENDOR, and Clarence Milton Oliff and Lahoma Delares Oliff, hereinafter called VENDEE.

WITNESSETH: That in consideration of the covenants and agreements herein mentioned and the payments to be made as herein specified, the VENDOR agrees to sell unto the VENDEE and the latter agrees to purchase from the former, in accordance with the terms herein set forth, the following described property:

All that lot of ground located in the 7th Election District being two acres of high ground on Fork Creek southwest of the platted portion of property formerly known as The Oaks the exact dimensions to be determined by a survey which survey is to become a part of this contract, together with all improvements thereon, in fee simple, and subject to restrictions of record.

At and for the purchase price of Seven thousand and 00/100, Dollars ($ 7,000.00) to be paid in the following manner: The sum of Seventy-five and 00/100 Dollars ($ 75.00) to be paid upon the the signing of this Contract, receipt whereof is hereby acknowledged, and the balance to be paid as follows: A sum of not less than Seventy-five and 00/100 Dollars ($ 75.00) per month, and to apply first to interest at the rate of six per cent (6%) per annum on the unpaid balance, and the balance thereof to apply to the purchase price.

Filed 28 Feb, 1952
Re-filed 7 Oct, 1952

And upon payment by the VENDEE of the total sum of Seven thousand and 00/100 Dollars ($ 7,000.00) purchase price, the VENDOR agrees to execute a Deed, at the expense of the VENDEE, conveying the above described property by a good and merchantable title, in fee simple, free of all encumbrances, subject, however, to restrictions of record.

Taxes and all public charges to be adjusted as of the date of this Contract, it being understood and agreed that the VENDEE assumes the payment of all taxes, public charges and other costs hereafter. One-half (½) of the cost of Revenue Stamps to be borne by each of the parties hereto.

And it is further agreed that if the VENDEE shall fail to make the payments aforesaid, or fail to pay all taxes, public charges and other expenses promptly when due, or shall fail to perform any and all of the covenants and agreements herein, then the VENDOR, their successors or assigns shall have the right to declare this Contract and all rights of the VENDEE hereunder, null and void, and the said property shall revert to and revest in the VENDOR, without any declaration of forfeiture, re-entry or any other act of the VENDOR; and such monies paid and improvements made thereon shall be retained by the VENDOR, their successors or assigns, in consideration of the use and occupation of the property by the VENDEE.

And it is further mutually agreed that should any of the covenants, agreements or terms herein be waived at any time by the VENDOR, such waiver shall not in any manner be construed as altering any of the covenants, agreements or terms of this Contract.

And it is further mutually agreed that no assignment of this Contract, by the VENDEE, shall be valid unless the written consent of the VENDOR is endorsed hereon.

In witness whereof we have hereunto set our hands and seals.

WITNESS: William Paul Kirchner (SEAL)

WITNESS: (SEAL)

WITNESS: Betty Lee Hall Clarence E. Tyler (SEAL)

WITNESS: Betty Lee Hall (SEAL)

10,425 Eq
Lazenby v Oliff
Examiner's Exh.
10/7/52 E/Clarence
Examiner

COMPLAINANTS' EXHIBIT "A"

5

LIBER 81 PAGE 460

JOSEPH D. LAZENBY CLARENCE E. TYLER 215 Main Street Annapolis, Maryland Complainants	:	NO. 10,425 EQUITY
vs.	:	IN THE
CLARENCE M. OLIFF LAHOMA D. OLIFF, his wife 1819 N. Underwood Street Arlington, Virginia Defendants	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

The object of this suit is to procure specific performance of contract of sale between the parties hereto.

The Bill states:

1. That Joseph D. Lazenby and Clarence E. Tyler are the owners of a tract of land in the Seventh Election District of Anne Arundel County, Maryland, conveyed to them by deed dated September 30, 1946, recorded among the Land Records of said County in Liber J.H.H. No. 382, folio 462.

2. That under contract of sale dated January 21, 1950, the Complainants entered into a contract of sale with the Defendants, for the sale of 2.38 acres of land, being a portion of said conveyance of September 20, 1946, and being particularly described by metes and bounds, courses and distances in said Bill of Complaint

3. That the purchase price of said portion was $7000.00 of which $75.00 was paid upon signing of contract, balance to be paid $75.00 per month to include interest at 6% per annum on unpaid balance, a copy of contract being filed with said Bill and entitled "Complainants' Exhibit A".

4. That the Defendants made sporadic payments, then ceased all payments, the last having been made in June 1951, although said Clarence M. Oliff and Lahoma D. Oliff, his wife, entered into possession of said property and still hold and occupy the same.

5. That on February 21, 1952, the balance of principal and interest due under said contract amounted to $6828.47.

6. That although frequent demands have been made by the Complainants upon the Defendants, to comply with the terms of the contract of

Filed 28 Feb., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

6

sale, said Defendants refuse and continue to refuse to pay the same, although the Complainants are willing and able to convey un unencumbered, fee simple estate to said property upon receipt of the purchase price .

The Bill prays the Court to pass a Decree first for the specific performance of the contract of sale, or in the alternative that the property may be decreed to be sold under the jurisdiction of the Court and proceeds applied to the payment of the purchase money with all arrears of interest and costs incurred, and further that in the event of a sale that the Defendants may be required to remove their personal belongings from the premises. The Complainants ask for further relief as their case may require and state that the Defendants, Clarence Milton Oliff and Lahoma D. Oliff, his wife, are non-residents of the State of Maryland.

IT IS THEREUPON, this 28 day of February, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED pursuant to Section 149, of Article 16, of the Annotated Code of Maryland, that the Complainants cause a copy of this Order to be served on the Defendants, Clarence Milton Oliff and Lahoma D. Oliff, his wife, giving them notice of the object and substance of the Bill of Complaint and warning them to be and appear in this Honorable Court either in person, or by solicitor, within thirty days after the service of a copy of this Order of Publication on them, to show cause, if any they may have, why the Decree or Decrees should not be passed as prayed.

John H. Hopkins, 3rd,
John H. Hopkins, III CLERK

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

7

LIBER 81 PAGE 462

Affidavit of Service.

JOSEPH D. LAZENBY CLARENCE E. TYLER 215 Main Street Annapolis, Maryland Complainants	:	NO. 10,425 EQUITY
vs.	:	IN THE
CLARENCE M. OLIFF LAHOMA D. OLIFF, his wife 1819 N. Underwood Street Arlington, Virginia Defendants	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 8 Aug., 1952.

ORDER OF PUBLICATION

The object of this suit is to procure specific performance of contract of sale between the parties hereto.

The Bill states:

1. That Joseph D. Lazenby and Clarence E. Tyler are the owners of a tract of land in the Seventh Election District of Anne Arundel County, Maryland, conveyed to them by deed dated September 30, 1946, recorded among the Land Records of said County in Liber J.H.H. No. 382, folio 462.

2. That under contract of sale dated January 21, 1950, the Complainants entered into a contract of sale with the Defendants, for the sale of 2.38 acres of land, being a portion of said conveyance of September 20, 1946, and being particularly described by metes and bounds, courses and distances in said Bill of Complaint

3. That the purchase price of said portion was $7000.00 of which $75.00 was paid upon signing of contract, balance to be paid $75.00 per month to include interest at 6% per annum on unpaid balance, a copy of contract being filed with said Bill and entitled "Complainants' Exhibit A".

4. That the Defendants made sporadic payments, then ceased all payments, the last having been made in June 1951, although said Clarence M. Oliff and Lahoma D. Oliff, his wife, entered into possession of said property and still hold and occupy the same.

5. That on February 21, 1952, the balance of principal and interest due under said contract amounted to $6828.47.

6. That although frequent demands have been made by the Complainants upon the Defendants, to comply with the terms of the contract of

sale, said Defendants refuse and continue to refuse to pay the same, although the Complainants are willing and able to convey an unencumbered, fee simple estate to said property upon receipt of the purchase price .

The Bill prays the Court to pass a Decree first for the specific performance of the contract of sale, or in the alternative that the property may be decreed to be sold under the jurisdiction of the Court and proceeds applied to the payment of the purchase money with all arrears of interest and costs incurred, and further that in the event of a sale that the Defendants may be required to remove their personal belongings from the premises. The Complainants ask for further relief as their case may require and state that the Defendants, Clarence Milton Oliff and Lahoma D. Oliff, his wife, are non-residents of the State of Maryland.

IT IS THEREUPON, this 28 day of February, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED pursuant to Section 149, of Article 16, of the Annotated Code of Maryland, that the Complainants cause a copy of this Order to be served on the Defendants, Clarence Milton Oliff and Lahoma D. Oliff, his wife, giving them notice of the object and substance of the Bill of Complaint and warning them to be and appear in this Honorable Court either in person, or by solicitor, within thirty days after the service of a copy of this Order of Publication on them, to show cause, if any they have, why the Decree or Decrees should not be passed as prayed.

John W. Hopkins, 3rd
John W. Hopkins, III CLERK

TRUE COPY.

TEST: John W. Hopkins, 3rd, Clerk

Affidavit of Service

COMMONWEALTH OF VIRGINIA, COUNTY OF ARLINGTON, to wit:

I, Rufus Price

Deputy Sheriff of Arlington County, being duly sworn according to law, depose and say that on the 3 day of March, 1952, at 8 30 o'clock, I, personally, served a copy of the annexed Order of Publication upon the defendants, Clarence M. Oliff ~~and Lahoma H. Oliff~~, at ~~1019~~ N. Corner of N-15th & Uhle St ~~Underwood Street~~, Arlington, Virginia.

Rufus Price
Deputy SHERIFF

SUBSCRIBED AND SWORN to before me this 10 day of March, 1952. Witness my hand and seal Notarial.

Evelyn L. Ballard
Notary Public

My Commission expires 1/14/56

Lahoma O. Oliff

Not found in my bailiwick. Given under my hand

this 10 day of Mar 1952

~~CARL TAYLOR~~ Rufus Price

Time M. Deputy Sheriff, Arl. Co., Va.

By _____
Deputy Sheriff

JOSEPH D. LAZENBY CLARENCE E. TYLER 215 Main Street Annapolis, Maryland Complainants	:	NO. 10,425 EQUITY IN THE
vs.	:	CIRCUIT COURT
CLARENCE M.OLIFF LAHOMA D. OLIFF, his wife Address Unknown Respondents	:	FOR ANNE ARUNDEL COUNTY

ORDER OF PUBLICATION

Filed 1st Aug; 1952.

The object of this suit is to procure specific performance of contract of sale between the parties hereto.

The Bill states:

1. That Joseph D. Lazenby and Clarence E. Tyler are the owners of a tract of land in the Seventh Election District of Anne Arundel County, Maryland, conveyed to them by deed dated September 30, 1946, recorded among the Land Records of said County in Liber J.H.H. No. 382, folio 462.

2. That under contract of sale dated January 21, 1950, the Complainants entered into a contract of sale with the Respondents, for the sale of 2.38 acres of land, being a portion of said conveyance of September 20, 1946, and being particularly described by metes and bounds, courses and distances in said Bill of Complaint.

3. That the purchase price of said portion was $7000.00, of which $75.00 was paid upon signing of contract, balance to be paid $75.00 per month to include interest at 6% per annum on unpaid balance, copy of contract being filed with said Bill and entitled "Complainants' Exhibit A".

4. That the Respondents made sporadic payments, then ceased all payments, the last having been made in June 1951, although said Clarence M.Oliff and Lahoma D. Oliff, his wife, entered into possession of said property and still hold the same.

5. That on February 21, 1952, the balance of principal and interest due under said contract amounted to $6828.47.

6. That although frequent demands have been made by the

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

//

Complainants upon the Respondents, to comply with the terms of the contract of sale, said Respondents refuse and continue to refuse to pay the same, although the Complainants are willing and able to convey an unencumbered, fee simple estate to said property upon receipt of the purchase price.

The Bill prays the Court to pass a Decree first for the specific performance of the contract of sale, or in the alternative that the property may be decreed to be sold under the jurisdiction of the Court and proceeds applied to the payment of the purchase money, with all arrears of interest and costs incurred, and further that in the event of a sale that the Respondents may be required to remove their personal belongings from the premises. The Complainants ask for further relief as their case may require, and state that the Respondents, Clarence Milton Oliff and Lahoma D. Oliff, his wife, are non-residents of the State of Maryland.

IT IS THEREUPON, this 18 day of August, 1952, ORDERED by the Circuit Court for Anne Arundel County in Equity, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 22 day of September, 1952, give notice to said absent Respondents of the object and substance of this Bill, warning them to be and appear in this Court, in person, or by Solicitor, on or before the 8 day of October next, to show cause, if any, why a Decree ought not to be passed as prayed.

John H. Hopkins, Jr., Clerk.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

JOSEPH D. LAZENBY AND CLARENCE E. TYLER,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
CLARENCE M. OLIFF AND LAHOMA D. OLIFF, HIS WIFE,	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,425 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

October 7, 1952

Filed 7 Oct, 1952

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Joseph D. Lazenby, pages 2, 3, 4.

Eugene M. Childs, pages 4, 5.

13

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Joseph D. Lazenby, Annapolis, Maryland.

2. On 21 January 1950, did you and Clarence E. Tyler enter into a Conditional Contract of Sale with Clarence M. Oliff and Lahoma D. Oliff, his wife, for certain property in the Seventh Election District of Anne Arundel County?

A. Yes.

3. I show you the Conditional Contract of Sale filed in this case as Complainant's Exhibit "A" and ask you to identify it?

A. That is the Conditional Contract of Sale.

(CONDITIONAL CONTRACT OF SALE FILED AS COMPLAINANTS' EX. "A" MARKED EXAMINER'S EX. 1)

4. Is the property which is the subject of the contract properly described in the Bill of Complaint which was filed in these presents February 28, 1952?

A. Yes.

5. Did there come a time thereafter when the terms of the contract were defaulted by the defendants?

A. Almost immediately, the defendants defaulted the contract; in fact, within five months he asked that he be relieved of the payments until the following Spring.

6. What did you do at that time?

A. We granted the permission or concession, whatever it was; that Spring he didn't start to pay again; I wrote him March 28, 1951, reminding him he should restart his payments; June 4, 1951, we had to write again reminding him he still hadn't started to pay; in September 1951, we started proceedings to re-enter and take possession.

7. I show you three registered letters and ask if your office sent this notice to the defendants relative to the contract?

A. We did.

8. What do these letters indicate?

A. That they were notified and delivery refused.

(REGISTERED LETTERS MARKED EXAMINER'S EXHIBITS 2, 3 and 4 RESPECTIVELY AND FILED HEREWITH)

9. Thereafter did you request that I commence this suit for specific performance or in the alternative sale of the property?

A. Yes.

10. Do you know whether the defendants had personal notice of this suit?

A. I know that they did.

11. How do you know that?

A. They came over to my office and to Mr. Child's office and as a result of their requests and importuning, we agreed to call off the proceedings and give them another opportunity to carry out the contract.

12. As a result of this additional chance, what took place?

A. They made a payment that we accepted because it paid the interest in full up to that time.

13. When was that?

A. That was in June 1952.

14. Have you since that time received additional payments?

A. One payment since that time of $75.00.

15. Would you state the amount that is still due and owing of principal and interest on the contract?

A. He has paid a total of $278.41 on the contract and he now owes us $6721.59.

16. Have you seen the property recently?

A. I have seen the property at intervals this summer and on Saturday last I saw it.

17. What is the condition of the property at the present time?

A. Completely abandoned, the weeds are waist high; the road has not been used; we had to drive through the brush to get to it.

18. Is it your opinion that Mr. and Mrs. Oliff intend to do anything in addition toward keeping up their contract?

A. It is my opinion that they just can't do anymore; they have extended themselves beyond their ability to pay their obligation.

19. What are you asking the Court to do?

15

A. I am asking the Court to let me re-enter and take possession of the property and sell it and apply the proceeds against the contract; the property is constantly deteriorating for lack of paint and occupancy; it is going to ruin.

(Mr. Klawans)

To the General Question under the rule, the witness says: "He has not paid a cent of taxes for 1951 and 1952; he has not paid the insurance premium, which we had to pay; he is simply over his head."

Joseph D. Lazenby

****

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

(Mr. Bald)

1. Regarding this case, did you direct any correspondence to the Oliffs?

A. Yes, after Mr. and Mrs. Oliff were in the office with Mr. Lazenby in the winter of the past year, it was understood at that time that they would resume payments; however, when Mr. Lazenby called my attention to the fact that additional default had occurred, I attempted August 4, 1952 to notify the Oliffs; the letter was returned, marked "Unknown"; however in September 30, 1952, I sent a registered letter to Mr. and Mrs. Oliff, copy of which I would like to offer in evidence (MARKED EXAMINER'S EX. 5 AND FILED HEREWITH) and thereafter the return receipt came to the office on October 3rd, indicating that the addressees had received the letter. (RETURN RECEIPT MARKED EXAMINER'S EX. 6 AND FILED HEREWITH)

2. What was the purpose of that letter?

A. There had previously been an Order of Publication in the newspapers since Mrs. Oliff had not been personally served by the Sheriff when the case was originally docketed; in order to make sure that both defendants knew of the proceedings and could appear in order to protect their interests if they desired to do so, I made this one last effort to give them personal notice of the proceedings.

3. Since the date of the return of the registered receipt to you, did you receive any communication relative to their intention to attend this hearing?

A. None whatsoever.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I think I should make clear that both Mr. and Mrs. Oliff had personal knowledge of this suit, both having been in my office with Mr. Lazenby during the past Winter."

Eugene M. Childs

Eugene M. Childs

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

Witness my hand and seal this 7th day of October, 1952.

Emanuel Klawans (SEAL)

Examiner

E.K. $10.00
K.H.McC. $5.00

17

Filed 7 Oct., 1952

JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P.O. BOX 599

Return Receipt Requested

REGISTERED
NO. 7154

Deliver to Addressee Only

REGISTERED

Forwarded

Mr. Clarence M. Oliff

1819 N. Underwood Street

~~Arlington, Virginia~~

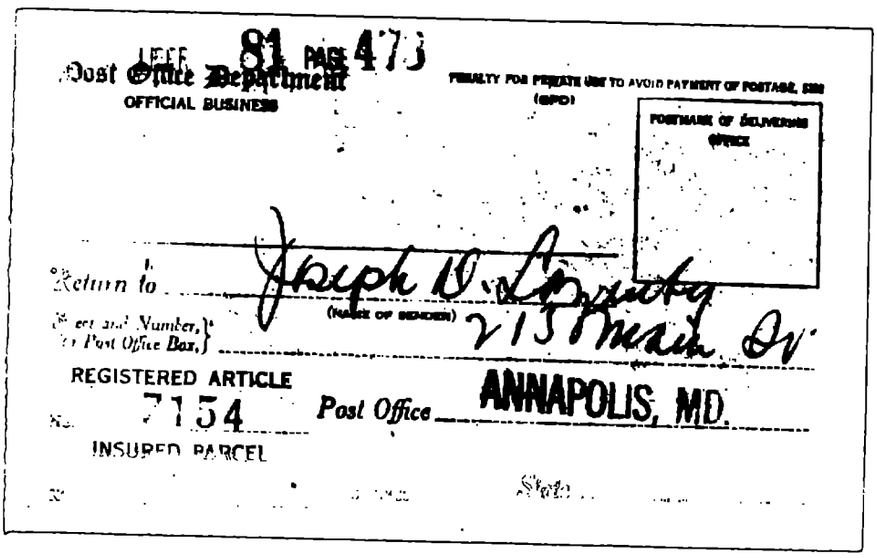
Falls Church, Va

126-S

Notified 1-21-52

LIBER 81 PAGE 472

10,425 Lazenby v Oliff
Examiner's File 2
10/7/52 E. Blowers
Examiner



LIBER 81 PAGE 473

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING OFFICE

Return to Joseph D. Lowenty
(NAME OF SENDER)

Street and Number, or Post Office Box, 215 Main St

REGISTERED ARTICLE
No. 7154 Post Office ANNAPOLIS, MD.

INSURED PARCEL

State

FORM 3811
Rev. 1-4-46

RETURN ...

LIBER 8...

Received from the Postmaster the Registered or Insured Article, the ... number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 Deliver to Addressee Only
(Signature of addressee's agent—Agent should enter addressee's name on line ...)

Date of delivery _____ , 19__

U. S. GOVERNMENT PRINTING OFFICE

Filed 7 Oct., 1952.

19

JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P. O. BOX 288

Returned to Writer

REASON CHECKED
Unclaimed.....Refused.....
Unknown.....
For better address.....
Moved, Left no address.....
Such office in state

Return Receipt Requested
Deliver to Addressee Only

REGISTERED
NO. 2079

REGISTERED

10,425 Ex
Lazenby v. Cliff
Examiner: Clarence
10/7/52 Examiner

UNITED STATES POSTAGE 25 CENTS 25
UNITED STATES POSTAGE 25 CENTS 25
UNITED STATES POSTAGE 3 CENTS 3

Mrs. Lahoma D. Cliff Deliver to Addressee Only

1819 N. Underwood Street

~~Arlington~~, Virginia

~~Falls Church~~

Notified
9-10-51 104

LIBER 81 PAGE 475

20

Filed 7 Oct, 1952.

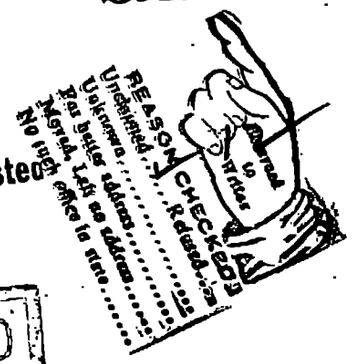
JOSEPH D. LAZENBY
REAL ESTATE AND INSURANCE
215 MAIN STREET
ANNAPOLIS, MARYLAND

P.O. BOX 399

Return Receipt Requested

REASON CHECKED
Unclaimed ... Returned
Unknown ...
Far better address ...
Moved, left no address ...
No such office in state ...

Returned to Writer



REGISTERED
No. 7155

Deliver to Addressee Only

REGISTERED

Mrs. Lahoma D. Oliff

1819 N. Underwood Street

~~Arlington, Virginia~~

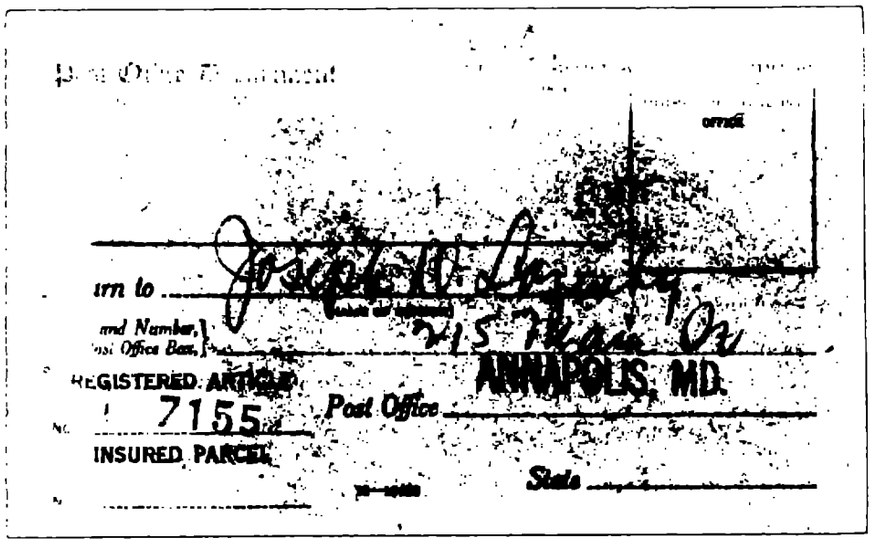
Forwarded

Falls Church, Va. / 126-S

Notified 1-20-52

10,425-E
Lazenby Joseph
Examiner Edith
E Rowan
10/7/52 Examiner

LIBER 81 PAGE 476



Post Office Department

OFFICE

urn to Joseph W. Lazarky

and Number, Post Office Box, 215 Main St

REGISTERED ARTICLE

No. 7155

INSURED PARCEL

Post Office ANNAPOLIS, MD.

State

Deliver to Addre[illegible]

RETURN RECEIPT

81 PAGE 4

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PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, ETC.
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Return to Childs + Bald.
(NAME OF SENDER)

Street and Number, or Post Office Box, Box 502

REGISTERED ARTICLE
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No.

State

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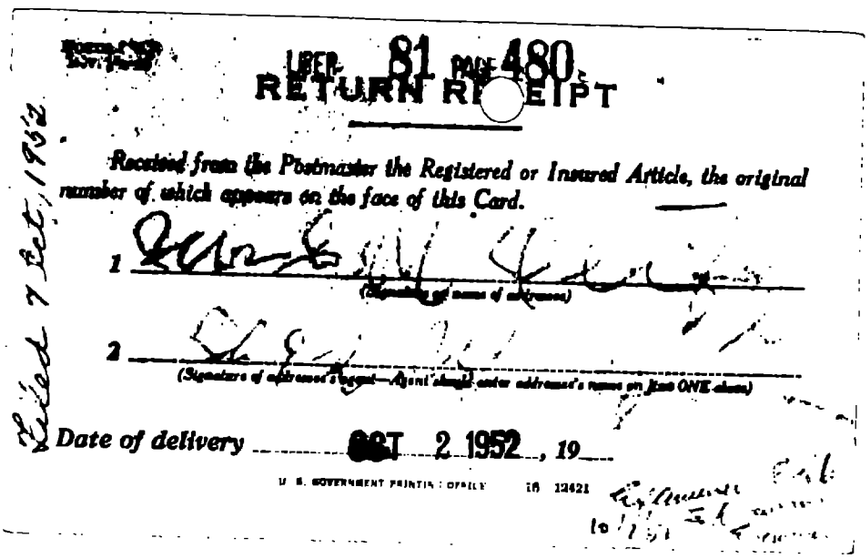

LIBER 81 PAGE 480

RETURN RECEIPT

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(Signature or name of addressee)

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(Signature of addressee's agent—Agent should enter addressee's name on front ONE above)

Date of delivery OCT 2 1952, 19__

U. S. GOVERNMENT PRINTING OFFICE 16 12621

Filed 7 Oct, 1952

September 30, 1952.

Registered Mail
Return Receipt

Mr. and Mrs. Clarence M. Oliff
1019 Underwood Street
East Falls Church, Virginia

Dear Mr. and Mrs. Oliff:

This is to advise you that in view of your continued defaulting in the contract between Messrs. Lazenby and Tyler, and yourself, I have been instructed to reopen the case for foreclosure of the contract and will take testimony before the Court on Tuesday, October 7th, pursuant to an Order of Publication in No. 10425 Equity in the Circuit Court for Anne Arundel County.

I would suggest that if you wish to resist further action, you immediately retain the services of a local attorney in order that he may represent you before the Court and protect your interests.

Yours very truly,

Eugene M. Childs

EMC/B

Filed 7 Oct, 1952.

10,425 Eq
Lazenby v Oliff
Examiner's Exh 5
E Klawans
10/7/52 Examiner

21

LIBER 81 PAGE 482

IN THE CIRCU[illegible] COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,423 EQUITY

JOSEPH D. LAZENBY, CLARENCE E. TYLER, 215 Main Street, Annapolis, Maryland, Complainants

Vs.

CLARENCE M. OLIFF, LAHOMA D. OLIFF, His Wife, Address Unknown, Respondents.

ORDER OF PUBLICATION.

The object of this suit is to procure specific performance of contract of sale between the parties hereto.

The Bill states:

1. That Joseph D. Lazenby and Clarence E. Tyler are the owners of a tract of land in the Seventh Election District of Anne Arundel County, Maryland, conveyed to them by deed dated September 30, 1946, recorded among the Land Records of said County in Liber J. H. H. No. 382, folio 462.

2. That under contract of sale dated January 21, 1950, the Complainants entered into a contract of sale with the Respondents, for the sale of 2.38 acres of land, being a portion of said conveyance of September 20, 1946, and being particularly described by metes and bounds, courses and distances in said Bill of Complaint.

3. That the purchase price of said portion was $7,000.00, of which $75.00 was paid upon signing of contract, balance to be paid $75.00 per month to include interest at 6% per annum on unpaid balance, copy of contract being filed with said Bill and entitled "Complainants' Exhibit A".

4. That the Respondents made sporadic payments, then ceased all payments, the last having been made in June 1951, although said Clarence M. Oliff and Lahoma D. Oliff, his wife, entered into possession of said property and still hold the same.

5. That on February 21, 1952, the balance of principal and interest due under said contract amounted to $6,828.47.

6. That although frequent demands have been made by the Complainants upon the Respondents, to comply with the terms of the contract of sale, said respondents refuse, and continue to refuse to pay the same, although the Complainants are willing and able to convey an unencumbered, fee simple estate to said property upon receipt of the purchase price.

The Bill prays the Court to pass a Decree first for the specific performance of the contract of sale, or in the alternative that the property may be decreed to be sold under the jurisdiction of the Court and proceeds applied to the payment of the purchase money, with all arrears of interest and costs incurred, and further that in the event of a sale that the Respondents may be required to remove their personal belongings from the premises. The Complainants ask for further relief as their case may require, and state that the Respondents, Clarence Milton Oliff and Lahoma D. Oliff, his wife, are non-residents of the State of Maryland.

IT IS, THEREUPON, this 18th day of August, 1952, ORDERED by the Circuit Court for Anne Arundel County in Equity, that the Complainants by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 22nd day of September, 1952, give notice to said absent Respondents of the object and substance of this Bill, warning them to be and appear in this Court, in person, or by Solicitor, on or before the 8th day of October next, to show cause, if any, why a Decree ought not to be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Filed 20 Aug. 1952

22

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16th, 1952

We hereby certify, that the annexed

Order of Publication

Equity Number 10,425

Clarence M. Oliff

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 22nd day of September, 1952 The first insertion being made the 21st day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

JOSEPH D. LAZENBY CLARENCE E. TYLER Complainants	:	NO. 10,425 EQUITY IN THE
vs.	:	CIRCUIT COURT
CLARENCE M. OLIFF LAHOMA D. OLIFF Defendants	:	FOR ANNE ARUNDEL COUNTY

AFFIDAVIT AS TO STATEMENT OF CLAIM

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 7th day of October, 1952, before me, the subscribor, a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH D. LAZENBY, and being duly sworn, did depose and say that the annexed statement of accounts between him, Clarence E. Tyler, and Clarence M. Oliff and Lahoma D. Oliff, his wife, is true to the best of his knowledge and belief, as of the date of the deposition.

As witness my hand and seal Notarial.

Eugene M. Childs

Eugene M. Childs Notary Public

Filed 22 Oct, 1952

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

23

JOSEPH D. LAZENBY
218 MAIN STREET
ANNAPOLIS, MD.

October 7, 1952.

STATEMENT OF ACCOUNTS
between
Joseph D. Lazenby and Clarence E. Tyler and Clarence Oliff, etal

Purchase Price: - Date of Contract - January 21, 1950.		$7,000.00
Down Payment,		75.00
		$6,925.00
Total Payments,	$1,425.00	
Interest	950.64 (thru May and pt. on June)	
Principal,	$ 474.36	474.36
Plus:		$6,450.64
Insurance premium (Added to principal amount July 1951)		66.00
		$6,516.64
1950 tax adjustment	$ 21.60	
1951 taxes	23.02	
1952 taxes	23.56	68.18
		$6,584.82
Interest due and unpaid - thru 10/7/52,		136.77
Amount due by Oliff,		$6,721.59

24

LIBER 81 PAGE 485

JOSEPH D. LAZENBY CLARENCE E. TYLER Complainants	:	NO. 10,425 EQUITY IN THE
vs.	:	CIRCUIT COURT
CLARENCE M. OLIFF LAHOMA D. OLIFF Respondents	:	FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Respondents, Clarence M. Oliff and Lahoma D. Oliff, after Order of Publication duly served on Clarence M. Oliff, and duly published for both Respondents, having failed to appear to the Bill of Complaint and answer same according to the command of said Order of Publication, it is thereupon this 24th day of October, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be and the same is hereby taken PRO CONFESSO against the Respondents; and it is FURTHER ORDERED that leave is hereby granted to the Complainants to take testimony before any one of the standing examiners of this Court, in support of the allegations of said Bill, and it is FURTHER ORDERED that the testimony taken on October 7, 1952, be substituted NUNC PRO TUNC in support of the allegations of said Bill of Complaint.

Benjamin Richardson

Benjamin Richardson JUDGE

Filed 24 Oct., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

25

JOSEPH D. LAZENBY CLARENCE E. TYLER Complainants	:	NO. 10,425 EQUITY
	:	IN THE CIRCUIT COURT
vs	:	FOR
CLARENCE M. OLIFF LAHOMA D. OLIFF Defendants	:	ANNE ARUNDEL COUNTY

DECREE

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

It is thereupon, this 4th day of ~~October~~ December, 1952, ADJUDGED, ORDERED and DECREED that the property herein described be sold, and Eugene M. Childs is hereby appointed Trustee to convey all of the right, title and interest of the parties hereto, in accordance with the following terms and provisions:

Said Trustee shall first file, with the Clerk of this Court, a bond to the State of Maryland, executed by him and a surety or sureties, to be approved by this Court, in the penalty of seven thousand dollars ($7000.00), conditioned for the faithful performance of the trust in him reposed by this Decree, or to be reposed in him by any further Decree or Order in these premises. He shall then proceed to make the sale of the property herein described, giving at least three weeks notice, by advertisement published in Anne Arundel County, and such other notice as he may think proper of the time, place, and manner of the sale, the terms of which shall be as follows: a deposit of 10% of the purchase price to be paid, in cash, on the day of sale, deferred payment to bear interest at the rate of 6% per annum from day of sale; and if the property is not sold at public sale, on the day so advertised, the Trustee

Filed 4 Dec., 1952.

26

shall proceed to make sale at either private or public sale, to the best advantage, and upon the terms, as herein above set forth. As soon as may be convenient after said sale, the said Trustee shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof, and of the fairness of said sale, and on ratification of such sale, by the Court, and upon the payment of the whole purchase money, and not before, the Trustee shall, by good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser, or purchasers, of the said property, his, or their heirs and assigns, the property to him or them sold, free, clear and discharged of all claims of the parties hereto, complainants and respondents, and all those claiming by, from, or under them, or any of them; and the Trustee shall bring into this Court the money arising from said sale, or sales, to be divided among the parties hereto, as their interest shall then appear, under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee, as this Court shall find proper to allow in consideration of the skill, attention and fidelity wherewith said Trustee shall appear to have discharged his trust

Benjamin Michaelson

Benjamin Michaelson Judge

27

Judicial 15 9-5-28 500
TRUSTEES AND COMMITTEES BONDS.

LIBER 81 PAGE 488

Made in U. S. A.

No. 10,425 Equity

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND

Know all Men by these Presents:

THAT we, Eugene M. Childs
of Annapolis, Maryland
as principal,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, and duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand and no/100 - - - - - - - - - - - - - - - - - - - ($7,000.), Dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 9th day of December in the year of our Lord one thousand nine hundred and fifty-two.

Filed 9 Dec., 1952

Whereas, the above bounden Eugene M. Childs

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County ~~xxxxxx~~ has been appointed ~~xxxxx~~ trustee to sell a lot located Shady Oaks Manor to foreclose ecuity under contract of sale

mentioned in the proceedings in the case of Joseph D. Lazenby and Clarence E. Tyler vs. Clarence M. Oliff and Lahoma D. Oliff No. 10425 Equity

now pending in said Court.

Now, the Condition of the above Obligation is such, That if the above bounden Eugene M. Childs

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered in the presence of

Edna Earl Perrie

Eugene M. Childs [SEAL]
Eugene M. Childs

[SEAL]

[SEAL]

United States Fidelity and Guaranty Company

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

Witness: ~~Attest~~ Edna Earl Perrie
~~Assistant Secretary~~

Approved this 9 Dec. 1952
John H. Hopkins, 3rd Clerk

GEORGE W. SCIBLE LIBER 81 PAGE 489 Auctioneer

TRUSTEE'S SALE

— OF VALUABLE —

Fee Simple Waterfront Property

LOCATED NEAR THE DEVELOPMENT KNOWN AS SHADY OAKS MANOR IN SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MD.

JOSEPH D. LAZENBY, ET AL, vs. CLARENCE M. OLIFF AND LAHOMA D. OLIFF, his wife, 1819 N. Underwood Street, Arlington, Virginia

By virtue of a decree dated December 4, 1952, in the captioned case, known as No. 10,425 Equity, in the Circuit Court for Anne Arundel County, the undersigned Trustee will sell at public auction, at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, January 6th, 1953

AT 11 O'CLOCK, A.M.

the following described property:

Filed 8 Jan, 1953.

All that tract of land containing 2.38 acres situate near the development known as Shady Oaks Manor, and described according to survey by J. R. McCrone, Jr., surveyor, as follows: BEGINNING for the same at an iron pipe set on the west side of the entrance road to the herein described lot from the main road running through the entire tract described in the conveyance from Paul A. deTamble and Nell W. Nicolett to Joseph D. Lazenby and Clarence E. Tyler, by deed dated September 30, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 382, folio 462, said main road being described in a deed dated September 25, 1947, recorded among said Land Records in Liber J. H. H. No. 433, folio 65, said point of beginning being located the following three courses and distances from the end of the North 20° 11′ West 210 foot line of the conveyance from Tyler and Lazenby to The Shady Oaks Manor, Inc., by deed dated August 15, 1947, recorded among said Land Records in Liber J. H. H. No. 428, folio 434, South 21° 35′ West 251.4 feet, South 14° 03′ East 256.06 feet and South 85° 15′ West 7.5 feet to the beginning point so fixed, said point being at the northwest corner of the herein described lot and running from thence and with the center of a low marshy area, North 85° 15′ East 238.55 feet to a pipe set at the water's edge of Fords Creek, thence with the same South 46° 20′ East 14 feet, South 15° 40′ East 38 feet, South 68° 50′ East 30 feet, South 89° 25′ East 56 feet, South 41° East 21 feet, South 09° 45′ East 55 feet, South 19° West 45 feet, South 45° 40′ West 77 feet, South 34° West 60 feet, South 23° 55′ East 78 feet, and South 31° 05′ West 157 feet to a pipe, thence leaving the Creek and running North 34° West 354.21 feet to a pipe and North 04° 45′ West 167.22 feet to the place of beginning.

This property is improved by a frame bungalow containing 3 bedrooms, living room, kitchen, and bath, with running water supplied from a spring located on the property; space heater; electricity.

TERMS OF SALE: A deposit of 10% of the purchase price is to be paid in cash on day of sale; deferred payment to bear interest at rate of 6% per cent per annum from day of sale to day of settlement. Taxes, insurance and other expenses to be adjusted to day of sale.

For further details apply Childs and Bald, Attorneys, 192 Duke of Gloucester Street, Annapolis, Maryland.

EUGENE M. CHILDS, Trustee.

29

LIBER 81 PAGE 490

JOSEPH D. LAZENBY CLARENCE E. TYLER	:	NO. 10,425 EQUITY
	:	IN THE
vs.		
	:	CIRCUIT COURT FOR
CLARENCE M. OLIFF LAHOMA D. OLIFF	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE - AND CERTIFICATE OF AUCTIONEER

This is to certify that I have purchased at public auction from Eugene M. Childs, Trustee, the property described in the advertisement attached hereto, for the sum of Thirty Five Hundred Dollars and I agree to comply with the terms of the sale as set forth therein.

As witness my hand and seal this 6th day of January 1953.

Test:

Harriett V. Duvall

Joseph D. Lazenby (SEAL)

(SEAL)

Filed 8 Jan, 1953.

This is to certify that I have this day sold at public auction for Eugene M. Childs, Trustee, the property described in the advertisement attached hereto, to Joseph D. Lazenby at and for the sum of Thirty-Five Hundred Dollars He being at that price the highest bidder therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 6th day of January 1953.

George W. Scible (SEAL)

George W. Scible

30

JOSEPH D. LAZENBY CLARENCE E. TYLER Plaintiffs	:	NO. 10,425 EQUITY IN THE
vs.	:	CIRCUIT COURT
CLARENCE M. OLIFF LAHOMA D. OLIFF, wife Defendants	:	FOR ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Eugene M. Childs, Trustee, respectfully shows:

That pursuant to Decree dated December 4, 1952, filed in these presents, the said Trustee, having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the said Decree and of the law for such cases made and provided, offered the property described herein, at public auction, at the Court House Door, in the city of Annapolis, Maryland, on Tuesday, January 6, 1953, at 11 o'clock A.M., and then and there sold said property to Joseph D. Lazenby, at and for the sum of thirty-five hundred dollars ($3500.00), he being, at that figure, the highest bidder therefor, said property containing 2.38 acres of land situate near the development known as Shady Oaks Manor, in the Seventh Election District of Anne Arundel County, Maryland, and being more particularly described in these proceedings.

And the said Trustee further reports that he has received from said purchaser the deposit required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which he files herewith, together with the auctioneer's certificate of sale.

And as in duty bound, etc.

Eugene M. Childs, Trustee

Eugene M. Childs TRUSTEE

Filed 8 Jan. 1953.

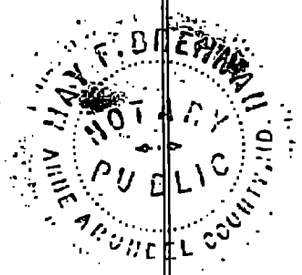
EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

31

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 8th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, TRUSTEE, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated to the best of his knowledge and belief, and that said sale was fairly made.

As witness my hand and seal Notarial.



May F. Brennan
Notary Public

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

32

ORDER NISI

LIBER 81 PAGE 493

JOSEPH D. LAZENBY
CLARENCE E. TYLER

versus

CLARENCE M. OLIFF
LAHOMA D. OLIFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,425 Equity

Filed 8 Jan., 1953.

Ordered, this 8 day of January, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustee~~s~~,

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

JOSEPH D. LAZENBY
CLARENCE E. TYLER

versus

CLARENCE M. OLIFF
LAHOMA D. OLIFF, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 13 Feb., 1953.

ORDERED BY THE COURT, This 13th day of February, 19 53, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

33

JOSEPH D. LAZENBY CLARENCE E. TYLER Plaintiffs	:	NO. 10,425 Equity IN THE
vs.	:	CIRCUIT COURT
CLARENCE M. OLIFF LAHOMA D. OLIFF, wife Defendants	:	FOR ANNE ARUNDEL COUNTY

Petition to file Affidavit as to Notice

To the Honorable, the Judges of said Court:

The petition of Eugene M. Childs, Solicitor for the Plaintiffs, respectfully represents unto your Honors:

That pursuant to Article 21, Section 121, of the Annotated Code of Maryland, an affidavit as to notice is required to be made by the contract seller in the case of conditional contracts of sale for land, and filed in the Equity proceedings when sale under the jurisdiction of the Court is requested after default of the contract purchasers;

That through oversight of your petitioner said affidavit has been omitted from the case, but the requirements as to notice were carried out by the Plaintiffs, as is more fully set out in the testimony filed herein.

TO THE END, THEREFORE,

May it please your Honors to pass an Order in these presents permitting your petitioner to file herewith an affidavit as to notice, and that said affidavit may be filed NUNC PRO TUNC as of December 4, 1952; and for such other and further relief as his case may require.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs
Solicitor for Plaintiffs

ORDER

ORDERED this 2d day of ~~January~~ February, 1953, by the Circuit

Filed 2 Feb., 1953.

Filed 2 Feb., 1953.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

34

Court for Anne Arundel County inEquity, upon the aforegoing Petition, that the Affidavit as to Notice be and it is hereby ordered to be filed in these presents NUNC PRO TUNC as of December 4, 1952.

Benjamin Michaelson

Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

35

JOSEPH D. LAZENBY, CLARENCE E. TYLER	:	
	:	NO. 10,425 EQUITY
Plaintiffs	:	
	:	IN THE CIRCUIT COURT
vs	:	
	:	FOR
CLARENCE M. OLIFF LAHOMA D. OLIFF, wife	:	
Defendants	:	ANNE ARUNDEL COUNTY

Affidavit as to Notice

Pursuant to the requirements of Article 21, Section 121, of the 1951 Annotated Code of Maryland, I, Joseph D. Lazenby, do depose and say that the notice of the amount of the payments in default, together with further notice that the contract as recorded in these presents should terminate not less than thirty days thereafter, was given in person to Clarence M. Oliff and Lahoma D. Oliff, his wife, in my office at 215 Main Street, Annapolis, Maryland, in March, 1951.

Joseph D. Lazenby

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 26th day of January, 1953, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Joseph D. Lazenby, and made oath in due form of law that the matters and things hereinabove set forth are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

EUGENE M. CHILDS
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 3 Feb, 1953

36

LIBER 81 PAGE 497

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. *February 7th* 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,425

Clarence M. Oliff

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *10th* day of *February*, 1953 The first insertion being made the *9th* day of *January*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *K. Green*

No. E.C. *9706*

37

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,425 Equity

JOSEPH D. LAZENBY, CLARENCE E. TYLER

Vs.

CLARENCE M. OLIFF, LAHOMA D. OLIFF, His Wife.

Ordered, this 8 day of January, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of February next.

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

JOHN R. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN R. HOPKINS, 3rd., Clerk.

1-30

Filed 13 Feb., 1953

In the Case of

Joseph D. Lazenby,
et al
vs.
Clarence M. Oliff
and
Lahoma D. Oliff, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,425 Equity

To the Honorable, the Judges of said Court:

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

Filed 11 Mar., 1953.

March 9, 1953

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

Dr. Joseph D. Lazenby, et al vs. Clarence M. Oliff and Lahoma D. Oliff, his wife

in ac.

To Trustee for Commissions, viz:	135	71	135	71
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	38	50		
Rufus Trice - Sheriff's costs	5	50		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	5	00		
Auditor - stating this account	13	50	82	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication	56	24		
Capital-Gazette Press - advertising sale	41	25		
Capital-Gazette Press - handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S.Fidelity & Guaranty Co. -bond premium	28	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
May F. Brennan - notary fee		50	174	04
To Trustee for Taxes, viz:				
1953 State and County taxes ($28.04 - adjusted to 1/6/53)		46		46
To Joseph D. Lazenby and Clarence E. Tyler this balance	3,131	09	3,131	09
			3,523	80

with Eugene M. Childs, Trustee Cr.

1953				
Jan.	6	Proceeds of Sale	3,500 00	
		Interest on deferred payment from 1/6/53 to 2/16/53	23 80	3,523 80
				3,523 80

LIBER 81 PAGE 501

ORDER NISI

Joseph D. Lazenby,

et al

VERSUS

Clarence M. Oliff

and

Lahoma D. Oliff, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,425 Equity.

Filed 11 March, 1953

ORDERED, This 11 day of March, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of April next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of April, 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 Richardson

Judge.

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

41

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 6th, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity 10,425

Clarence M. Oliff

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of April, 1953. The first insertion being made the 12th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By J. Green

No. E. C. 4691

42

ORDER NISI
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 10,425 Equity

JOSEPH D. LAZENBY, et al
versus
CLARENCE M. OLIFF
and
LAHOMA D. OLIFF, his wife

Ordered, this 11 day of March, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrery be shown on or before the 13 DAY OF APRIL NEXT; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of April next.

JOHN H. HOPKINS, 3rd, Clerk

True Copy:
TEST: JOHN H. HOPKINS, 3rd, Clerk.
m-26

Filed 13 April, 1953.

Reginald T. Jones and Mildred B. Jones, his wife Peninsula Farms, Severna Park P.O., Maryland,	:	No. 10,622 Equity
James L. Purdy and Dorothy M. Purdy, his wife, Weems Creek, Annapolis, Maryland,	:	In the
Philip H. Ross and Helen J. Ross, his wife Pendennis Mount, Annapolis, Maryland,	:	Circuit Court
Marguerite C. Duvall, Widow, mother and next friend of Chloe Duvall, Infant, 920 Sligo Creek Park Silver Spring, Maryland, and	:	for
John S. Duvall, IV, and Eleanor Duvall, his wife 920 Sligo Creek Park Silver Spring, Maryland Complainants	:	Anne Arundel County
vs.	:	
Chloe Duvall, Infant, 920 Sligo Creek Park Silver Spring, Maryland Respondent	:	

Filed 21 Nov., 1952.

BILL OF COMPLAINT

The Bill of Complaint of Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; Philip H. Ross and Helen J. Ross, his wife; Marguerite C. Duvall, Widow; and John S. Duvall, IV, and Eleanor Duvall, his wife, by William W. Townshend, Jr., their solicitor, respectfully states:

1st: That by deed dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429, Susan Tillson, single, conveyed all that tract of land known as Lindamoor-on-the-Severn, unto John Sprigg Duvall, et al, as will more fully appear by reference to a certified copy of deed attached hereto marked "Complainants' Exhibit A" and prayed to be taken as a part hereof.

2nd: That John Sprigg Duvall, one of the Grantees in the aforesaid deed, died in testate in Montgomery County in 1951, seized and possessed of a 1/8 undivided interest in all those lots as more particularly set out on a contract of sale between Marguerite C. Duvall and Chloe Duvall, which contract of sale is filed herewith and marked "Complainants' Exhibit B" and prayed to be taken as a part hereof.

3rd: That on or about April 16, 1952, Marguerite C. Duvall, Widow, and others, conveyed Lot #10, of Plat 1, of Lindamoor; Lot #85 and the Southeastern half of Lot #84, Plat 2 of Lindamoor; Lot #83 and the Northwestern half of Lot #84, Plat 2 of Lindamoor; Lot #86 and the Western portion of Lot #87, Plat 2 of Lindamoor; and Lot #88 and the Eastern portion of Lot #87, Plat 2 of Lindamoor unto Mallie Griffin and wife, Arthur E. Bock and wife, Elmer E. Ambrose and wife, and Gordon M. Roesler and wife, and Gordon M. Roesler, Arthur E. Bock and Elmer E. Ambrose, respectively, as will more fully appear by reference to certified copy of deeds filed herewith and marked "Complainants' Exhibits C, D, E, F and G" and prayed to be taken as a part hereof.

4th: That Chloe Duvall, Infant, owns a 1/24 undivided interest in the property mentioned in the third paragraph and a 1/24 undivided interest in the lots mentioned in Complainants' Exhibit B.

5th: That Marguerite C. Duvall, mother of Chloe Duvall, has entered into a contract of sale for the purchase of her 1/24 undivided interest in the unsold lots of Lindamoor, as more particularly is set forth in Complainants' Exhibit B.

6th: That the Complainants allege that it would be to the benefit of the said infant respondent if the interest of the said infant in the said real estate was sold and the proceeds invested in some productive fund for her benefit.

TO THE END, THEREFORE,

(a) That a decree may be passed for the sale of real estate contracted to be sold.

(b) That the agreement be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the interests of the said infant to Marguerite C. Duvall.

(c) That the conveyances mentioned in the third paragraph of the Bill of Complaint be ratified and confirmed and a Trustee be appointed for the purpose of conveying all right, title and interest of the said infant in and unto the respective parties.

(d) That the proceeds of sale may be brought into Court and invested in some productive fund for the benefit of the said infant.

(e) That the Complainants may have such other and further relief as their case may require.

May it please your Honors to grant unto the Complainants a Writ of Subpoena directed to the said infant respondent and to such other person as has custody of the said infant respondent, directing her to appear in this Honorable Court on some day therein named to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

Respectfully submitted,

William W. Townshend, Jr.,
Solicitor for Complainants

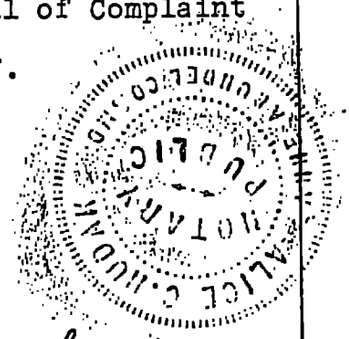
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of November, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

3

Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; Philip H. Ross and Helen J. Ross, his wife; Marguerite C. Duvall, Widow, individually, and also as next friend of Chloe Duvall, infant; and John S. Duvall, IV, and Eleanor Duvall, his wife, and they did make oath in due form of law that the matters alleged in the aforegoing Bill of Complaint are true to the best of their knowledge and belief.

WITNESS my hand and Notarial seal.



Alice C. Hudak

Alice C. Hudak, Notary Public

4

(NO STAMPS REQUIRED) LIBER 81 PAGE 506

THIS DEED MADE this 6th day of May, 1947, be and between Susan Tillson, unmarried, of the first part, hereinafter referred to as "GRANTOR"; and John Sprigg Duvall and Marguerite C. Duvall, his wife, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, and Philip H. Ross and Helen J. Ross, his wife, of the second part, hereinafter referred to as "GRANTEES", all of Anne Arundel County, State of 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 GRANTOR does hereby grant and convey unto the said GRANTEES, share and share alike, as tenants in common, their respective heirs and assigns, in fee simple.

ALL those tracts/pieces or parcels of land, known as Lindamoor, situate, lying and being in the Second Election District of Anne Arundel County, Maryland, containing 43.75 acres in all, and more particularly set forth by metes and bounds in a deed of even date herewith from John Sprigg Duvall, et al, to Susan Tillson, unmarried, which is intended to be recorded simultaneously with these presents; SAVE AND EXCEPTING therefrom however, all those lots conveyed by Susan Tillson, unmarried, and set forth as follows: Deed to James L. Purdy and Dorothy M. Purdy, his wife, for Lots Nos. 1, 2, 20 and 21 of Plat No. 1; Deed to George F. Jump and Margaret M. Jump, his wife, for Lot No. 8, Plat No. 1; Deed to Clark H. Barr and Doris J. Barr, his wife, for Lot No. 3, Plat No. 1; Deed to Herman T. Krol and Christine B. Krol, his wife, for Lot No. 4, Plat No. 1; Deed to Philip H. Ross and Helen J. Ross, his wife, for Lots Nos. 7 and 15, Plat No. 1; Deed to John Sprigg Duvall and Marguerite C. Duvall, his wife, for Lots Nos. 6 and 16, Plat No. 1; Deed to Reginald T. Jones and Mildred B. Jones, his wife, of Lots Nos. 5 and 14, Plat No. 1; said deeds are of even date herewith and are to be recorded among the Land Records of Anne Arundel County simultaneously with these presents.

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

Filed 21 Nov., 1952.
Re-filed 1 Dec., 1952.

No. 10,622 Eq
Jones - Duvall
Examiner's Exh. 2
5/11/62 E/Cowan Examiner

Exhibit A

TO HAVE AND TO HOLD the above described tract of land unto and to the proper use and benefit of the said GRANTEES, share and share alike, as tenants in common. their respective heirs and assigns, in fee simple; subject, however, to restrictions of record as set forth in the above mentioned deed from John Sprigg Duvall, et al, to Susan Tillson,unmarried.

AND the said Grantor hereby covenants that she will WARRANT SPECIALLY the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the said Grantor.

Test: William W.Townshend, Jr.

Susan Tillson (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of May, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Susan Tillson, unmarried, and acknowledged the aforegoing deed to ber her act.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

William W. Townshend, Jr.,
Notary Public

Recorded May 6, 1947 at 2:45 P.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 403 folio 429, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 21st day of November, A.D. 1952

John W. Hopkins, 2nd Clerk.

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 21st Day of November 19 52, by and between Chloe Duvall, infant

of the first part, hereinafter called Vendor, and Marguerite C. Duvall, Widow,

of the second part, hereinafter called Vendee

Witnesseth: This for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: As shown on plat of Lindamoor, recorded on Plats 1 and 2, Rod 3, E-9, Plat 15; part of J.H.H. 403, Folio 429:

Plat #1 - Lots Nos. 18, 19, 20, 21, 22 and 23 - ~~[illegible]~~ - 9-17

Plat #2 - Lots Nos. 96, 97, 98, 99, 94, 93, 92, 91, 90, 89, 78, 78A, 77, 76, 75, 74, 73, 72, 71, 70, 69, 68, 67, 66, 65, 64, 63, 62, 61, 60, 59, 58, 57, 56, 55, 54, 53, 52, 28, 29, 33, 34, 35, 36, 37 and 38. 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50 and 51 - 80 - 81 - 82 - 79 - 95 - 30 - 31 - 32 - 24 - 25 - 27

At and for the price of [illegible] Hundred [illegible] and [illegible]/100 — $915.00) Dollars, of which

One Dollar- Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Balance within sixty days.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essence of this Agreement, and if the erms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendor hereby agrees to pay to, [illegible] Per Cent Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Harold C. Cawthon

Harold C. Cawthon

Chloe Duvall (Seal)
Chloe Duvall

Marguerite C. Duvall (Seal)
Marguerite C. Duvall

(Seal)

(Seal)

Filed 21 Nov., 1952

Re-filed 8 Dec., 1952

No. 10,622 Eq.
Jones - Duvall
Examiner: Edi.
11/29/52
E. Klauman

Exhibit "B"

7

INT. REV. STAMPS $3.30 - MD. STATE STAMPS $3.30

THIS DEED, made this 31st day of March, in the year Nineteen Hundred and fifty-two (1952), by and between Marguerite C. Duvall, widow, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, parties of the first part, hereinafter called "GRANTORS"; and Mallie Asa Griffin and Mary G. Griffin, his wife, parties of the second part, hereinafter called "GRANTEES", all of Anne Arundel County, State of 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 and convey unto the said GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple,

Filed 21 Nov., 1952
Re-filed 8 Dec., 1952

All that lot or parcel of ground situate in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lot Number Ten (10), as shown on a plat entitled "Plat 1, Lindamoor on the Severn, near Annapolis, Anne Arundel County, Maryland", made by J.R. McCrone, Jr., Surveyor, in March, 1947, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-9, Plat No. 15.

Being part of the same property which was conveyed to John Sprigg Duvall and Marguerite C. Duvall, his wife, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, by Susan Tillson, unmarried, by deed dated May 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, folio 429, the said John Sprigg Duvall having since departed this life.

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 GRANTEES, as tenants by the entireties, their heirs and assigns, in fee simple; SUBJECT,

No. 10.622 Eq
Jones v Duvall
Examiner's Exh. 3
8/11/59 E Klavans Examiner

Exhibit "C"

HOWEVER, to the following conditions and restrictions:

1. No portion or part of any lot or premises nor any interest therein shall be transferred, assigned, devised, leased, rented, or in any way conveyed, or descend, to anyone not of the Caucasian race; nor shall the title to any of the land included in the recorded plats covered by these restrictions ever become vested in whole or in part or remain in any person not of the said race nor in any corporation or association operated or controlled by persons not of the Caucasian race.

2. That no dwelling erected on Lots Numbers 1 to 13, inclusive, shall cost less than Fifteen Thousand Dollars ($15,000.00); no dwelling erected on Lots Numbers 14 to 21, inclusive, shall cost less than Ten Thousand Dollars ($10,000.00), all as shown on Plat Number 1 of Lindamoor; and no dwelling erected on the lots shown on Plat Number 2 of Lindamoor shall cost less than Six Thousand Five Hundred Dollars ($6,500.00), the aforementioned plats are recorded among the Plat Records of Anne Arundel County.

3. That no lot shall be subdivided and only one dwelling to be erected on a lot; provided further that no dwelling, including porches or bay windows attached thereto, shall be built within thirty (30) feet of the front line of any lot or ten (10) feet of the side lines of an abutting lot as shown on Plats Numbers 1 and 2 of Lindamoor; and that every dwelling shall have inside toilets connected with septic tanks.

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

5. That no tent or other structure or trailer intended for temporary living quarters shall be permitted.

6. No sewage or refuse shall be emptied into the waters surrounding this property.

7. That an easement over the five (5) foot width adjoining the interior side or rear lines of any lot is specifically reserved for public utility purposes and the right is reserved by the Grantors to go upon vacant lots, cut grass and weeds or plant and cultivate flowers and shrubbery.

8. The foregoing covenants may be amended from time to time by written instrument executed by the owners of a majority of the lots in the aforesaid subdivision and recorded among the aforesaid Land Records.

9. All the restrictions hereinbefore set forth shall constitute covenants running with and binding upon the land.

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.

WITNESS the hands and seals of the said GRANTORS.

	Marguerite C. Duvall	(SEAL)
TEST: as to all:	Reginald T. Jones	(SEAL)
Ruby W. Chaney	Mildred B. Jones	(SEAL)
	James L. Purdy	(SEAL)
	Dorothy M. Purdy	(SEAL)
TEST, as to all:	Philip H. Ross	(SEAL)
Ruby W. Chaney	Helen J. Ross	(SEAL)

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

I hereby certify that on this 31st day of March, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marguerite C. Duvall, widow, Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, and acknowledged the foregoing deed to be their act.

Witness my hand and Notarial Seal,

(NOTARIAL SEAL) Ruby W. Chaney
Notary Public

Recorded 16th April, 1952, at 10:30 A.M.

LIBER 81 PAGE 512

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. 676 Folio 207 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 21st day of November A.D., 1952.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

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

THIS DEED, made this 9th day of August, 1952, by and between Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; Philip H. Ross and Helen J. Ross, his wife, Parties of the First Part, hereinafter referred to as GRANTORS; and Elmer E. Ambrose and Anais Louise Ambrose, his wife, Parties of the Second Part, hereinafter referred to as GRANTEES,

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 grant and convey unto the said GRANTEES, as tenants by the entireties, unto 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 the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 21 Nov., 1952
Re-filed 8 Dec., 1952

BEGINNING for the same at a pipe on the northeast side of Cove of Cork Lane where the division line between Lots 85 and 86 intersects said lane, as shown on a plat No. 2 of Lindamoor on the Severn recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Folio 15; and running from thence and with the northeast side of Cove of Cork Lane, North 34 degrees 18 minutes 35 seconds West, 112.5 feet to a pipe; thence leaving said Lane, and passing through the center of Lot 84, North 53 degrees 35 minutes 58 seconds East, 177.21 feet to a pipe on the division line between Lots 84 and 98; thence with said division line, South 42 degrees 10 minutes East, 112.99 feet to the common corner of Lots 97, 96 and 85, thence with the division line between Lots 85 and 87, South 53 degrees 35 minutes 58 seconds West, 192.67 feet to the place of beginning.

BEING Lots 85 and the southeast half of Lot 84, as shown on the above-mentioned Plat of Lindamoor, and as surveyed by J.R.

No. 10,622 Eq
Jones v Duvall
Examiner's Exh. 4
12 Nov 52 E. Clowans Examiner

Exhibit D

McCrone, Jr., Registered Professional Engineer and Land Surveyor in July, 1952, and FURTHER BEING a part of the same property conveyed to the within-named GRANTORS from Susan Tillson, unmarried, by deed dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429, John Sprigg Duvall, husband of Marguerite C. Duvall, having since departed this life.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, subject, however, to restrictions of record.

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the title to the property hereby 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:

WITNESS:

William W. Townshend, Jr.

Marguerite C. Duvall (SEAL)

Reginald T. Jones (SEAL)

Mildred B. Jones (SEAL)

James L. Purdy (SEAL)

Dorothy M. Purdy (SEAL)

Philip H. Ross (SEAL)

Helen J. Ross (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, and they acknowledged the aforegoing Deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) William W. Townshend, Jr.
Notary Public

Recorded 18th Aug. 1952 at 1:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 701 Folio 546 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 21st day of November A.D.,1952.

John H. Hopkins 3rd.
John H. Hopkins, 3rd., Clerk

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

THIS DEED, made this 9th day of August, 1952, by and between Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, Parties of the First Part, hereinafter referred to as GRANTORS; and Arthur E. Bock and Elmer E. Ambrose and Gordon M. Roesler, Parties of the Second Part, hereinafter referred to as GRANTEES,

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 grant and convey unto the said GRANTEES, as joint tenants and not as tenants in common, unto the survivor of them, their heirs or assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 21 Nov., 1952
Re-filed 8 Dec., 1952

BEGINNING for the same at an iron pipe set where the division line between Lots 83 and 79 intersects the northeast side of Cove of Cork Lane as shown on Plat No. 2 of Lindamoor on the Severn recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Folio 15; and running from said beginning point and with said division line, North 53 degrees 35 minutes 58 seconds East, 161.76 feet to a pipe in the division line between Lots 83 and 99; thence with said division line, South 42 degrees 10 minutes East, 112.99 feet to a pipe; thence crossing Lot 84, parallel with the first line of this description, South 53 degrees 35 minutes 58 seconds West, 177.21 feet to the northeast side of Cove of Cork Lane; thence with the same, North 34 degrees 18 minutes 35 seconds West, 112.50 feet to the place of beginning.

BEING Lot 83 and the northwestern half of Lot 84, as shown on the above-mentioned plat of Lindamoor, and as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in July, 1952, and FURTHER BEING a part of the same property conveyed

No. 10,622 Eq
Jones v Duvall
Examiner's Exh. 5
15 11/29/52 E Klawans Examiner

Exhibit E

to the within-named GRANTORS from Susan Tillson, unmarried, by deed dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429, John Spriggs Duvall, husband of Marguerite C. Duvall having since departed this life.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEES, as joint tenants and not as tenants in common, unto the survivor of them, their heirs or assigns, in fee simple, subject, however, to restrictions of record.

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the title to the property hereby 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:

WITNESS:

William W. Townshend, Jr.	Marguerite C. Duvall	(SEAL)
	Reginald T. Jones	(SEAL)
	Mildred B. Jones	(SEAL)
	James L. Purdy	(SEAL)
	Dorothy M. Purdy	(SEAL)
	Philip H. Ross	(SEAL)
	Helen J. Ross	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, and they acknowledged the aforegoing Deed to be their act.

WITNESS my hand and Notarial Seal,

(NOTARIAL SEAL)

William W. Townshend,Jr.
Notary Public

Recorded 18th Aug. 1952 at 1:15 P.M.

STATE OF MARYLAND ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 701 Folio 549 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 21st day of November,1952.

John H. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

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

THIS DEED, made this 9th day of August, 1952, by and between Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, Parties of the First Part, hereinafter referred to as GRANTORS; and Arthur E. Bock and Betty L. Bock, his wife, Parties of the Second Part, hereinafter referred to as GRANTEES,

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 grant and convey unto the said GRANTEES, as tenants by the entireties, unto 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 the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 21 Nov., 1952
Re-filed 8 Dec., 1952

BEGINNING for the same at a pipe on the northeast side of Cove of Cork Lane Where the division line between Lots 85 and 86 intersects said Lane, as shown on Plat No. 2 of Lindamoor on the Severn recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Folio 15; and running from said beginning point and with said division line, North 53 degrees 35 minutes 58 seconds East, 192.67 feet to the common corner of Lots 85, 96 and 97; thence passing through Lot 87, South 01 degrees 35 minutes 10 seconds West, 180.37 feet to a pipe on the north side of Woodlawn Drive; thence with the arc of a curve of said Drive, whose radius is 193.63 feet in a southwesterly direction, 90 feet to the intersection of the north side of said Woodlawn Drive with the northeast side of Cove of Cork Lane; thence with said Lane, North 34 degrees 18 minutes 35 seconds West, 118.54 feet to the place of beginning.

BEING Lot 86 and the west portion of Lot 87 as shown on the above mentioned Plat of Lindamoor, and as surveyed by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in July,

No. 10,622 Eq
Jones-Duvall

Examiner's Exh. 6
18 11/29/52 E Klawans Examiner

Exhibit "F"

1952, and FURTHER BEING a part of the same property conveyed to the within-named GRANTORS from Susan Tillson, unmarried, by deed dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429, John Sprigg Duvall, husband of Marguerite C. Duvall, having since departed this life.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, subject, however, to restrictions of record.

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the title to the property hereby 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:

WITNESS:

William W. Townshend, Jr.

Marguerite C. Duvall (SEAL)
Reginald T. Jones (SEAL)
Mildred B. Jones (SEAL)
James L. Purdy (SEAL)
Dorothy M. Purdy (SEAL)
Philip H. Ross (SEAL)
Helen J. Ross (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, and they acknowledged the aforegoing Deed to be their act.

19

WITNESS my hand and Notarial Seal,

(NOTARIAL SEAL) William W. Townshend, Jr.
Notary Public

Recorded 18th Aug. 1952 at 1:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 701 Folio 552 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 21st day of November, 1952.

John H. Hopkins 3rd.
John H. Hopkins, 3rd., Clerk

20

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

THIS DEED, made this 9th day of August, 1952, by and between Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; Philip H. Ross and Helen J. Ross, His wife, Parties of the First Part, hereinafter referred to as GRANTORS: and Gordon M. Roesler and Ann Roesler, his wife, Parties of the Second Part, hereinafter referred to as GRANTEES,

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 grant and convey unto the said GRANTEES, as tenants by the entireties, unto 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 the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 21 Nov., 1952
Re-filed 8 Dec., 1952.

BEGINNING for the same at a pipe on the north side of Woodlawn Drive where the division line between Lots 88 and 89 as shown on Plat No. 2 of Lindamoor on the Severn recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Folio 15; and running from thence and with the north side of Woodlawn Drive and the arc of a curve whose radius is 193.63 feet, in a westerly direction 90 feet to a pipe; thence with a line running through Lot 87, North 01 degree 35 minutes 10 seconds East, 180.37 feet to a pipe at the common corner of Lots 85, 96, and 97; thence with the division line between Lots 96, 87 and 88, South 72 degrees 22 minutes 28 seconds East, 136.31 feet to a pipe in the division line between Lots 88 and 89; thence with said division line, South 17 degrees 30 minutes 20 seconds West, 154.83 feet to the place of beginning.

BEING Lot 88 and the eastern portion of Lot 87 as shown on the above-mentioned Plat of Lindamoor, and as surveyed by J.R. McCrone,Jr., Registered Professional Engineer and Land Surveyor in July, 1952, and FURTHER BEING a part of the same property conveyed to the within-named GRANTORS from Susan Tillson, unmarried, by deed dated May 6,

No. 10,622 Eq
Jones v. Duvall
Examiner's Exh. 7
11/29/62 E. Klaus Examiner

Exhibit "G"

1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429, John Sprigg Duvall, husband of Marguerite C. Duvall having since departed this life.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said GRANTEES, as tenants by the entireties, unto the survivor of them, his or her heirs and assigns, in fee simple, subject, however, to restrictions of record.

AND the said GRANTORS hereby covenant that they will WARRANT SPECIALLY the title to the property hereby 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:

WITNESS:

William W. Townshend, Jr.

Marguerite C. Duvall (SEAL)
Reginald T. Jones (SEAL)
Mildred B. Jones (SEAL)
James L. Purdy (SEAL)
Dorothy M. Purdy (SEAL)
Philip H. Ross (SEAL)
Helen J. Ross (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marguerite C. Duvall, Widow; Reginald T. Jones and Mildred B. Jones, his wife; James L. Purdy and Dorothy M. Purdy, his wife; and Philip H. Ross and Helen J. Ross, his wife, and they acknowledged the aforegoing Deed to be their act.

WITNESS my hand and Notarial Seal,

(NOTARIAL SEAL)

William W. Townshend, Jr.
Notary Public

Recorded 18th Aug. 1952 at 1:15 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 701 Folio 555 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 21st day of November, 1952.

John N. Hopkins, 3rd.
John H. Hopkins, 3rd., Clerk

LIBER 81 PAGE 525

Reginald T. Jones, et al	:	No. 10,622 Equity
Complainants	:	In the Circuit Court
vs.	:	for
Chloe Duvall, an infant	:	Anne Arundel County
Respondent	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Reginald T. Jones, et al, by William W. Townshend, Jr., their solicitor, respectfully represents,

1st: That the infant respondent has been duly summoned.

2nd: That said infant respondent has no legal guardian.

Wherefore the petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant respondent, and suggests that Eugene M. Childs, who has no interest whatsoever in this case, be appointed Guardian ad litem.

Respectfully submitted,

William W. Townshend, Jr.

William W. Townshend, Jr.,
Solicitor for Complainants

Filed 1 Dec., 1952

24

LIBER 81 PAGE 526

ORDER

Filed 1 Dec., 1952.

Upon the foregoing petition it is ORDERED this 1st day of December, 1952, by the Circuit Court for Anne Arundel County in Equity, that Eugene M. Childs be and he is hereby appointed Guardian ad litem for the Respondent, Chloe Duvall, infant, and he is hereby directed to appear and file his answer in behalf of said infant.

Benjamin Michaelson
Judge

25

Reginald T. Jones, et al	:	No. 10,672 Equity
Complainants	:	In the
	:	Circuit Court
vs.	:	for
	:	Anne Arundel
Chloe Duvall, an infant	:	County
Respondent	:	

ANSWER OF RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Eugene M. Childs, Guardian ad litem for the infant respondent in the above cause respectfully represents unto Your Honors,

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

As in duty bound,

Eugene M. Childs

Eugene M. Childs, Guardian ad litem of Chloe Duvall, infant

Filed 2 Dec., 1952

26

Reginald T. Jones, et al	:	No. 10,622 Equity
Complainants	:	In the
	:	Circuit Court
vs.	:	for
Chloe Duvall, an infant	:	Anne Arundel
Respondent	:	County

Filed 4 Dec., 1952.

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants in this cause respectfully show unto Your Honors:

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

Respectfully submitted

William W. Townshend, Jr.
Solicitor for Complainants

Filed 5 Dec., 1952.

O R D E R

Upon the foregoing Petition, it is this 5th day of ~~November~~ December, 1952, ORDERED that the parties to this cause have leave to take testimony as prayed before one of the standing examiners of this Court.

Benjamin Michaelson
Judge

27

REGINALD T. JONES, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
CHLOE DUVALL, INFANT	:	ANNE ARUNDEL COUNTY
	:	No. 10,622 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

November 29, 1952

Filed 8 Dec., 1952.

Present:

Mr. William W. Townshend, Jr., Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Joseph D. Lazenby, pages 2, 3.

T. Carroll Worthington, pages 3, 4.

Marguerite C. Duvall, pages 4 to 7.

Helen J. Ross, pages 7, 8.

Chloe Duvall, pages 8, 9.

28

Joseph D. Lazenby, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Townshend)

1. State your name and address.

A. Joseph D. Lazenby, Annapolis.

2. What is your occupation?

A. Real Estate Business.

3. In your duties are you called upon on occasions to make appraisals?

A. Yes.

4. What has been your experience in making appraisals?

A. I am qualified as an expert in the Circuit Court of Anne Arundel County and the Federal Court in Baltimore.

5. Are you familiar with the property known as "Lindamoor" on the Severn?

A. Yes.

6. Do you know Reginald T. Jones and Mildred B. Jones, his wife, James L. Purdy and Dorothy M. Purdy, his wife, Philip H. Ross and Helen J. Ross, his wife, Marguerite C. Duvall, widow, and John Spnigg Duvall, IV, and EleanorDuvall, his wife?

A. Yes.

7. Have you had occasion to inspect this property recently which is the subject matter of these proceedings?

A. Yes.

8. I show you here a contract of sale, will you identify that?

A. It is the contract of sale between ChloeDuvall, infant, and her mother, Marguerite C. Duvall, which covers 78 lots in L[illegible]ndamoor. (MARKED EXAMINER'S EX. 1)

9. What would you say is a fair appraisal of those 78 lots?

A. I think an average price of $300.00 a lot would be a fair valuation to put on them.

10. On the basis of 78 lots, your appraisal would be $23,400.00?

A. That's right.

11. You have sold lots, I believe, previously to these at Lindamoor?

A. Yes.

29

12. Were you instrumental in selling Lot 10 to Mallie Asa Griffin and Mary G. Griffin, his wife?

A. Yes, I negotiated the sale.

13. Do you think the sale of these lots in this proceeding at the present time would be for the best interest of the infant, Chloe Duvall?

A. Yes I do because in every development there are lots that are valuable and lots that are not and I don't think anyone can point to a development in the County that has been completely sold out. In the meantime the infant's funds could be invested at interest which would be more to her advantage than owning the lots. Also this would explain the valuation of $300.00 a lot, when the average selling price now is a thousand a lot; the lots being sold now are the most desireable lots and front on roads that are actually in, well graded and surfaced; whereas the majority of the 78 lots front only on the plat and have no road development, nor are all of them in desireable locations

(Mr. Klawans)

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

Joseph D. Lazenby

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

(Mr. Townshend)

1. State your name and address.

A. T. Carroll Worthington, Towns-Worth Building, Annapolis.

2. In what business are you engaged?

A. Realtor.

3. As a realtor, are you called upon tomake appraisals?

A. I am.

4. What experience have you had in this work?

A. With the County, State and Federal Government.

5. Are you familiar with the property known as Lindamoor on the Severn?

A. I am.

6. Have you had occasion to visit the property recently?

A. I have.

7. Did you inspect the 78 lots as set forth in the Contract of Sale which has been filed as Examiner's Exhibit 1 in these proceedings?

A. I did.

8. What, in your opinion, is a fair appraisal price of those lots?

A. In my opinion, $300.00 per lot would be the fair market value as of this time on an average.

9. Do you think it would be to the best interest and advantage of the infant in these proceedings to sell the property?

A. I do. If they hold that property and try to sell those lots, they would have to put the lots in and lay them off, whereby some lots would be worth a little more than the others; by that they would run into expense instead of having the money out at interest.

(Mr. Klawans)

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

T. Carroll Worthington

Marguerite C. Duvall, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Townshend)

1. State your name and address.

A. Marguerite C. Duvall, 9201 Sligo Creek Park Drive, Silver Spring, Md.

2. You are the widow of Sprigg Duvall, deceased?

A. Yes.

3. You are also part-owner in the development known as Lindamoor on the Severn?

A. Yes.

4. From whom was this property purchased?

A. From Susan Tillson, who acted for the Fast family.

31

5. Will you identify this deed?

A. That is the deed from Susan Tillson to John Sprigg Duvall, et al. dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 403, folio 429.

(MARKED EXAMINER'S EX. 2)

6. When did you husband die?

A. September 28, 1951.

7. Whom did he leave as surviving heirs?

A. Myself, his widow, John Sprigg Duvall, IV, who is 23, and Chloe Duvall, 17.

8. She is the infant defendant in these proceedings?

A. Yes.

9. Did your husband have a Will?

A. No.

10. Was his estate administered?

A. It is being administered on now.

11. Has notice to creditors been published?

A. Yes.

12. The three people you named surviving him are his widow and two children?

A. Yes.

13. You have sold some lots out of this development with the understanding that the children of your deceased husband were not in title, is that correct?

A. It was my understanding that I thought I was the sole owner.

14. I hand you a deed from Marguerite C. Duvall, et al. to Mallie Asa Griffin and wife, dated March 31, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. NO. 676, folio 207, is this one of the lots you conveyed after your husband's death?

A. Yes it is. (MARKED EXAMINER'S EX. 3)

15. I hand you a deed from Marguerite C. Duvall, et al. to Elmer E. Ambrose and wife, dated 9 August 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 701 folio 547 for Lot 85 and the Southeast half of Lot No. 84, is this one of the lots that was sold under the same circumstances?

A. Yes. (MARKED EXAMINER'S EX. 4)

16. I hand you a deed dated August 9, 1952, from Marguerite C. Duvall, et al. to Arthur E. Bock and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.701, folio 549, is this another lot that was sold under the same circumstances?

A. Yes. (MARKED EXAMINER'S EX. 5)

17. I hand you a deed dated August 9, 1952, from Marguerite C. Duvall, et al. to Arthue E. Bock and wife, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 701, folio 552, is this another lot that was sold under the same circumstances?

A. Yes. (MARKED EXAMINER'S EX. 6)

18. I hand you a deed dated August 9, 1952, from Marguerite C. Duvall et al. to Gordon M. Roesler and wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 701, folio 555, is this for Lot 88 and east portion of Lot 87 that was sold under the same circumstances?

A. Yes. (MARKED EXAMINER'S EX. 7)

19. What was the total sale price of these lots represented by Examiner's Exhibits 3, 4, 5, 6 and 7?

A. $7000.00.

20. Upon the death of your husband, you and your two children own a 1/24 interest each in the property he died seized and possessed of?

A. Yes.

21. In other words that would mean for the total sale price of $7000.00, for the lots just mentioned, Chloe Duvall would be entitled to $291.67?

A. Yes.

22. Do you feel that was a fair price for the sale of those lots?

A. Yes I do.

23. How many lots remain in the development known as Lindamoor which is the subject of these proceedings?

A. 78 lots.

24. Mr. Lazenby and Mr. Worthington have appraised this property

and testified that in their opinion an average price of $300.00 per lot would be fair and just; do you feel that is a fair price to put on those lots in their present condition?

A. I do.

25. Do you think it is to be best interest and advantage of your daughter to sell the lots at the present time?

A. Yes I do because this property can be tied up indefinitely and we have been paying taxes on it; it was bought to sell.

26. On the basis of the appraisal of $23,400 a 1/24 interest would be $975.00, is that correct?

A. Yes.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I was told by Mr. Lazenby and believed at the time that I made the deeds to purchasers that I had the sole rights in the Property."

Marguerite C. Duvall

Marguerite C. Duvall

Helen J. Ross, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Townshend)

1. State your name and address.

A. Helen J. Jones, Pendennis Mount, Annapolis, Md.

2. You are part-owner of the property mentioned in these proceedings?

A. Yes.

3. Have you checked your records to determine if the 78 lots mentioned in Examiner's Exhibit 1 are all of the remaining lots that are unsold?

A. Yes.

4. Do you feel that the appraisal of $300.00 as an average for the remaining lots is a fair price?

A. I think so.

5. Do you think it is to the best interest of the infant?

34

A. I do because real estate values are higher now than they will ever be.

6. Are you personally acquainted with Marguerite C. Duvall, Chloe Duvall and John Sprigg Duvall?

A. Yes.

7. Are they the only surviving heirs of Sprigg Duvall?

A. They are the only surviving direct heirs.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I went with Mrs. Duvall the day she went to Mr. Lazenby's office and it was discussed pro and con and it was in both our minds that Mrs. Duvall was the sole heir to the Lindamoor property."

Helen J. Ross

HElen J. Ross

Chloe Duvall, a witness ~~xxxxxxxxxx~~, being first duly sworn, deposes and says:

(Mr. Townshend)

1. State your name and address.

A. Chloe Anne Duvall, 9201 Sligo Creek Park Drive, Silver Spring, Md.

2. You are the infant mentioned in these proceedings?

A. Yes.

3. You are the daughter of John Sprigg Duvall, deceased?

A. Yes.

4. Are you familiar with the property mentioned in these proceedings?

A. Yes I am.

5. Are you satisfied to sell your interest in the property as mentioned in Examiner's Exhibit 1?

A. Yes.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "My brother and I were under the impression also that the property

35

was deed to Mother and Daddy and she would get the property when he died."

Chloe Anne Duvall

Chloe Anne Duvall

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

Witness my hand and seal this 8th day of December, 1952.

Emanuel Kawas (SEAL)
Examiner

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

37

REGINALD T. JONES, ET AL	:	No. 10,622 Equity
	:	In the Circuit Court
vs.	:	for
CHLOE DUVALL, INFANT	:	Anne Arundel County
	:	

DECREE OF COURT

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

It is thereupon, this 8th day of December, 1952, ADJUDGED, ORDERED and DECREED that the contract herein for the sale of the following seventy-eight (78) lots

Plat 1 - Nos. 7, 17, 18, 19, 20, 21, 22 and 23

Plat 2 - Nos. 24, 25, 27, 28, 29, 30, 31, 32, 33, 34
35, 36, 37, 38, 39, 40, 41, 42, 43, 44,
45, 46, 47, 48, 49, 50, 51, 52, 53, 54,
55, 56, 57, 58, 59, 60, 61, 62, 63, 64,
65, 66, 67, 68, 69, 70, 71, 72, 73, 74,
75, 76, 77, 78, 78A, 79, 80, 81, 82, 89,
90, 91, 92, 93, 94, 95, 96, 97, 98 and 99

as shown on Plats Nos. 1 and 2 of Lindamoor, which plat is recorded in Plat Cabinet 3, Rod E-9, Plat 15, and as set out on contract of sale marked "Examiner's Exhibit 1", by and between Chloe Duvall, infant, and Marguerite C. Duvall, be and it is hereby ratified and confirmed, and William W. Townshend, Jr., is hereby appointed Trustee to convey all the right, title and interest of the infant respondent, Chloe Duvall, in said property in accordance with the terms and provisions thereof; and it is further ADJUDGED, ORDERED and DECREED that the following deeds be confirmed,

Deed to Mallie Asa Griffin and wife from Marguerite C. Duvall, et al, dated May 31, 1952, conveying Lot No. 10, Plat 1 of Lindamoor, as more particularly described in Examiner's Exhibit 3, and as recorded in Liber J.H.H. 676, Folio 207.

Deed to Elmer E. Ambrose and wife from Marguerite C. Duvall, et al, dated August 9, 1952, conveying Lots No. 85 and the Southeast Portion of 84, Plat 2 of Lindamoor, as more particularly described in Examiner's Exhibit 4, and as recorded in Liber J.H.H. 701, Folio 546.

Filed 8 Dec., 1952.

38

Deed to Elmer E. Ambrose, Gordon M. Roseler and Arthur E. Bock from Marguerite C. Duvall, et al, dated August 9, 1952, conveying Lots Nos. 83 and the Northern portion of 84, Plat 2 of Lindamoor, as more particularly described in Examiner's Exhibit 5, and as recorded in Liber J.H.H. 701, Folio 549.

Deed to Arthur E. Bock and wife from Marguerite C. Duvall, et al, dated August 9, 1952, conveying Lots Nos. 86 and the Western Portion of 87, Plat 2 of Lindamoor, as more particularly described in Examiner's Exhibit 6, and as recorded in Liber J.H.H. 701, Folio 552.

Deed to Gordon M. Roesler and wife from Marguerite C. Duvall, et al, dated August 9, 1952, conveying Lots Nos. 88 and the Eastern Portion of 87, Plat 2 of Lindamoor, as more particularly described in Examiner's Exhibit 7, and as recorded in Liber J.H.H. 701, Folio 555.

and William W. Townshend, Jr., is hereby appointed Trustee to convey all the right, title and interest of the infant respondent, Chloe Duvall, in said property unto the respective parties.

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

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

Benjamin Michaelson
Judge

G 22056

LIBER 81 PAGE 541

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

No. 10,622 Equity

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., 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 Fifteen Hundred Dollars ($1,500.00) 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 December, 1952.

Filed 9 Dec., 1952.

WHEREAS by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Reginald T. Jones, et al, vs. Chloe Duvall, an infant", No. 10,622 Equity, dated December 8th, 1952, the above bounden Principal was appointed Trustee to make sale of the property mentioned in said proceedings, and whereas the said Principal is about to execute said power and make sale of the said property,

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 of said sale, 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:

Patricia F. Grierson
Patricia F. Grierson

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr., Principal

Patricia F. Grierson
Patricia F. Grierson

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Approved this 9 Dec., 1952.
John H. Hopkins, 3rd, Clerk.

REGINALD T. JONES, ET AL	:	No. 10,622 Equity
	:	In the Circuit Court
vs.	:	for
CHLOE DUVALL, INFANT	:	Anne Arundel County
	:	

PETITION TO REFER CASE TO AUDITOR

To the Honorable, the Judges of said Court:

The Petition of William W. Townshend, Jr., Trustee in the above entitled cause, respectfully represents unto your Honors:

1. That pursuant to the Order of this Court dated December 8, 1952, he did, on December 9, 1952, convey all the right, title, interest and estate of the infant, Chloe Duvall, unto Marguerite C. Duvall, Widow, all those seventy-eight (78) lots as set out on Examiner's Exhibit 1, at and for the sum of Nine Hundred Seventy-five Dollars ($975.00), and did on the same day convey all the right, title, interest and estate of the said infant, Chloe Duvall, unto Mallie Asa Griffin and wife, Lot #10; Elmer E. Ambrose and wife, Lots #85 and the Southeast portion of #84; Elmer E. Ambrose, Gordon M. Roesler and Arthur E. Bock, Lots #83 and the Northern portion of #84; Arthur E. Bock and wife, Lots #86 and the Western portion of #87; Gordon M. Roesler and wife, Lots #88 and the Eastern portion of #87, as more particularly described in Examiner's Exhibits 3, 4, 5, 6 and 7, at and for the price of Two Hundred Ninety-one Dollars and Sixty-seven Cents ($291.67), which represents the 1/24 undivided interest of the said infant, Chloe Duvall.

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

Filed 9 Dec., 1952.

41

Respectfully submitted.

William W. Townshend, Jr., Trustee

ORDER

Ordered this 9th day of December, 1952, by the Circuit Court for Anne Arundel County in Equity, that the above entitled cause be and it is hereby ~~directed~~ referred to the Court Auditor for final account.

Judge

Filed 9 Dec, 1952.

42

LIBER 81 PAGE 544

REGINALD T. JONES, ET AL	:	No. 10,622 Equity
	:	In the Circuit Court
vs.	:	for
CHLOE DUVALL, INFANT	:	Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr., Trustee, appointed by the Decree in this cause, to make sale of the real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, he did sell to Marguerite C. Duvall, Widow, the property mentioned in these proceedings at private sale for the sum of Nine Hundred Seventy-five Dollars ($975.00), that is to say, all those seventy-eight (78) lots as more particularly set forth in Examiner's Exhibit 1, and as shown on Plats Nos. 1 and 2 of Lindamoor, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat 15, and being a part of the same property conveyed to Reginald T. Jones, et al, by Susan Tillson, single, by deed dated May 6, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 403, Folio 429.

That the purchaser has paid the full purchase price of Nine Hundred Seventy-five Dollars ($975.00) to the Trustee and that the Trustee has also collected the sum of Two Hundred Ninety-One Dollars and Sixty-seven Cents ($291.67), which represents the 1/24 undivided interest of the infant mentioned in these proceedings in and to those lots previously conveyed by deed, and more particularly described in Examiner's Exhibits 3, 4, 5, 6 and 7.

The price obtained for the property is a fair and reasonable one, and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

William W. Townshend, Jr., Trustee

Filed 12 Dec., 1952.

43

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 1952, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., trustee, and he acknowledged that the facts set forth herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak

Alice C. Hudak, Notary Public

44

ORDER NISI

LIBER 81 PAGE 546

Reginald T. Jones, et al

versus

Chloe Duvall, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,622 Equity

Filed 12 Dec., 1952.

Ordered, this 12 day of December, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 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 14 day of January next.

The report states that the amount of sales to be $ 975.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Reginald T. Jones, et al

versus

Chloe Duvall, Infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 15 Jan., 1953.

ORDERED BY THE COURT, This 15th day of January, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

45'

LIBER 81 PAGE 547 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7th 1953

We hereby certify that the annexed

Order Nisi - Sale

Equity 10,622.

Chloe Duvall

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 14th day of January, 1953. The first insertion being made the 13th day of December, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 8877

46

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,622 Equity
REGINALD T. JONES, et al
Vs.
CHLOE DUVALL, Infant.

Ordered, this 12th day of December, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of January next.

The report states that the amount of sales to be $975.00.

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

1-3

Filed 13th Jan., 1953.

LIBER 81 PAGE 548

In the Case of

Reginald T. Jones
and
Mildred B. Jones, his wife, et al
vs.

Chloe Duvall,
Infant

In the

Circuit Court

For

Anne Arundel County

No. 10,622 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 24 Jan., 1953

January 22, 1953

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

Dr. Reginald T. Jones and wife, et al vs. Chloe Duvall, Infant in ac.

Trustee's Commissions Waived		
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Defendant's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	46 25	
Jos. W. Alton - Sheriff's costs	2 90	
Emanual Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer's fee	10 00	
Eugene M. Childs - guardian ad litem's fee	4 00	
Auditor - stating this account	9 00	102 15
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	10 00	
Clerk of Court - certified copies deeds	10 00	
Alice C. Hudak - notary fees	1 00	35 00
Balance in hands of Trustee, subject to further order of Court		1,129 52
		1,266 67

with William W. Townshend, Jr., Trustee Cr.

1953				
Jan.	15	Proceeds of Sale of defendant's one-twenty-fourth interest in 78 lots (Contract dated 11/21/52)	975 00	
		Amount collected by Trustee as the value of defendant's one-twenty-fourth interest in lots previously sold	291 67	1,266 67
				1,266 67

Filed 11 Mar., 1953. Filed 24 Jan., 1953

ORDER NISI LIBER 81 PAGE 551

Reginald T. Jones
and
Mildred B. Jones, his wife,
VERSUS et al

Chloe Duvall,
Infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,622 Equity.

ORDERED, This 24 day of January, 1953, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of February next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th day of March, 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
A. J.

Filed 11 Mar., 1953

56

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 3rd, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity Number 10,622
Chloe Duvall

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 27th day of February, 1953 The first insertion being made the 27th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 979

51

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,622 Equity
REGINALD T. JONES And MILDRED B. JONES, His Wife, et al,
Vs.
CHLOE DUVALL, Infant.

Ordered, this 24th day of January, 1953, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
f-10

Filed 11 Mar., 1953

Martha Diggs, widow, Larkins Street, Annapolis, Md.	:	No. 10,090 Equity
vs.	:	In the
Harry Arthur Diggs, 13 Morris Street, Annapolis, Md.	:	Circuit Court
George Edward Diggs, 902 Spa Road, Annapolis, Md.	:	for
Harry Arthur Diggs, 312 Chester Avenue, Eastport, Md.	:	Anne Arundel County
Katherine Diggs, 312 Chester Avenue, Eastport, Md.	:	
Evelyn Ruth Diggs, 312 Chester Avenue, Eastport, Md.	:	
John H. Hopkins, 4th, Receiver of Clara Anita Diggs, 15 School Street, Annapolis, Md.	:	
Samuel Adams, widower, Annapolis, Md.	:	

Filed 10 Nov., 1950

: : : : P : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Oratrix, humbly complaining, says:

1.

That your Oratrix is a resident of Annapolis, Anne Arundel County, Maryland, who will be eighty years old on her next birthday, being the widow of one Aaron D. Diggs who died in 1940.

2.

That on April 3rd, 1924, the Plaintiff, a widow, fifty-three years old, married Aaron D. Diggs, a widower, sixty-three years old, a certified copy of said marriage certificate being filed herewith as Plaintiff 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 on said third day of April, 1924, the date of their marriage, the said Aaron D. Diggs was seized and possessed of a lot of ground and dwelling on Larkins Street, Annapolis, fronting thirty feet thereon and having a depth of ninety feet, more or less. That this fact was known to the Plaintiff and, in addition, the said Aaron D. Diggs, her intended husband, promised her that they would reside in said dwelling and it would be hers on his death.

4.

That on the said third day of April, 1924, the very day of their marriage, in fact but a few hours prior thereto, without the Plaintiff's knowledge or consent, the said Aaron D. Diggs, the Plaintiff's intended husband, transferred the said house and lot on Larkins Street to his children reserving to himself a life estate which will more fully appear by reference to a certified copy of the deed filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length, the original deed being recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 436, nevertheless, the fact of said conveyance was unknown to the Plaintiff who resided in said house continuously since the third day of April, 1924.

5.

That since the death of the said Aaron D. Diggs in 1940, his children, in order to keep your Oratrix ignorant of the status of the real estate on Larkin Street, permitted her to maintain residence there without paying rent until the past month when Harry Arthur Diggs, one of the defendants, informed her that she had made some repairs to the house and that she would either have to pay rent or vacate since the house and lot belonged to the children and she had no interest therein. That the Plaintiff then contacted an attorney who advised her that the realty had, in fact, been transferred on April 3rd, 1924, to the children and that the contention of Harry Arthur Diggs was, therefore, correct.

2

6.

That as heretofore stated your Oratrix, being seventy-nine years of age, with no assets other than her claim on the house, now realizes despite her inability to read and write, that her husband, the said Aaron D. Diggs, perpetrated a fraud upon her and her marital rights by transferring the said realty and dwelling on the day of his marriage to his children reserving to himself a life estate. And with that degree of control over the property it was sufficient to dupe the Plaintiff into believing that he was the sole owner of said property in fee simple. That subsequent to the death of Aaron Diggs the Defendant's children remained mute in order to have the Plaintiff continue in her belief that the property belonged to her or, at least, was subject to her right of dower.

7.

That the Plaintiff alleges that had the fraudulent transfer not been made she would have held a one-third absolute interest therein, the Defendants owning the remaining two-thirds as tenants in common.

8.

That Harry Arthur Diggs is living. That George Edward Diggs died intestate and left surviving him the following children to whom his share devolved by operation of law, to wit:

(a) George Edward Diggs, a son.
(b) Harry Arthur Diggs, a son.
(c) Katherine Diggs, a daughter.
(d) Evelyn Ruth Diggs, a daughter.

That Hattie Iola Diggs mentioned in the original deed is dead having died a spinster intestate. That Eveline Diggs Adams mentioned in the original deed died and left surviving her her husband Samuel Adams. That Clara Anita Diggs who has been absent and unheard of since 1936 has had John H. Hopkins, 4th, appointed for her as receiver in No. 10031 Equity in the Circuit Court for Anne Arundel County.

9.

That the said real estate cannot be divided in kind without material loss and injury.

3

To the end, therefore:

1. That the conveyance from Aaron D. Diggs to the Defendants herein dated April 3rd, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 436, may be declared null and void.
2. That your Oratrix be declared to have a widow's share in the property described in the aforesaid deed.
3. That the real estate in these proceedings mentioned be sold and that the proceeds arising therefrom be divided among the parties hereto according to their respective interests.
4. That a notice to creditors may be published on the estates of George Edward Diggs, Hattie Iola Diggs and Eveline Diggs Adams & Aaron D.Digg.
5. 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, Sol. for Pltn.
9-11 School Street,
Annapolis, Md.

LIBER 81 PAGE 556

STATE OF MARYLAND

Anne Arundel County, Sct.

I HEREBY CERTIFY, That it appears by the Records of Marriages in this Office, that on the 3rd day of April 1924 a marriage license was issued from this Office, authorizing any minister of the Gospel, or any other person qualified by law to perform Rites of Marriage between Aaron D. Diggs colored widower Age 63 and Martha Gantt, colored widow Age 53

AND I HEREBY FURTHER CERTIFY, That said parties were united in marriage according to law, and that said marriage was solemnized by Rev Albert J Mitchell on the 3rd. day of April 1924 as will appear by the return of said minister filed in this office on the 5th day of April 1924

Filed 10 Nov., 1950

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 30th day of August, A. D. 1950

John H Hopkins 3rd
Clerk of the Circuit Court for Anne Arundel County.

Plaintiff's Exhibit No. 1

5

(Int. Rev. $2.00 Stamp)

THIS DEED, Made this third day of April in the year Nineteen Hundred and twenty-four, by Aaron Diggs, widower, of the first part and Harry Arthur Diggs, George Edward Diggs, Hattie Iola Diggs, Eveline Diggs Adams and Clara Anita Diggs, of the second part all of the City of Annapolis, Anne Arundel County, in the State of Maryland, Witnesseth:

THAT for and in consideration of the sum of Ten Dollars, current money in hand paid by the said parties of the second part to the said party of the first part at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations, him thereunto moving, the said Aaron Diggs has bargained and sold and by these presents does grant and convey unto the said Harry Arthur Diggs, George Edward Diggs, Hattie Iola Diggs, Eveline Diggs Adams and Clara Anita Diggs, as tenants in common their heirs and assigns in fee simple, subject to and reserving however to the said Aaron Diggs an estate therein for the period of his natural life and no longer, all that lot of ground located on the east side of Acton Lane in the City of Annapolis aforesaid, fronting thereon thirty feet and having a depth therefrom of ninety feet, more or less and being the same property which was conveyed to the said Aaron Diggs by Anne Anderson and John B. Anderson, her husband, by deed dated on the thirteenth day of March in the year Eighteen hundred and eighty nine and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio 436.

Filed 10 Nov, 1950

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of them, the said Harry Arthur Diggs, George Edward Diggs, Hattie Iola Diggs,

Plaintiff's Exhibit No. 2

Eveline Diggs Adams, and Clare Anita Diggs , as tenants in common their heirs and assigns in fee simple, subject to and reserving however to the said Aaron Diggs an estate therein for therein for the period of his natural line and no longer.

AND the said party of the first part covenants that he will warrant specially the title to the property hereby conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS the hand and seal of the above named grantor on the day and in the year first above written.

Test: Aaron Diggs - (Seal)

Myrtle Sturm.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:-

I hereby certify that on this third day of April in the year Nineteen Hundred and twenty-four, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Aaron Diggs and acknowledged the aforegoing deed to be his act and deed.

WITNESS MY HAND AND SEAL NOTARIAL.

(Notary Seal) Myrtle Sturm,

Notary Public

Recorded 3 April 12 M, 1924

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 67, folio 436, 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 30" day of August, A. D., 1950.

John H Hopkins, 3rd CLERK.

7

MARTHA DIGGS, widow,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
HARRY ARTHUR DIGGS, ET AL.,	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 10,090 Equity

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

ANSWER TO BILL OF

COMPLAINT

Filed 27 Dec., 1950

To the Honorable, the Judges of said Court:

Now comes, Harry Arthur Diggs and Samuel Adams, defendants herein, by John H. Hopkins, IV, Their solicitor, and for answer to the Bill of Complaint against them exhibited, say:

1. In answer to Paragraph Number One of the said Bill of Complaint, that they neither admit nor deny the allegations contained therein.

2. In answer to Paragraph Number Two of the said Bill of Complaint, that they neither admit nor deny the allegations contained therein.

3. In answer to Paragraph Number Three of the said Bill of Complaint, your defendants admit that the said Aaron D. Diggs was seized and possessed of a lot of ground and dwelling on Larkins Street, Annapolis, as alleged, but do not have knowledge of any promises made to plaintiff by the said Aaron D. Diggs, and therefore, neither admit nor deny the allegations therein set forth.

4. In answer to Paragraph Number Four of the said Bill of Complaint, your defendants admit that the said Aaron D. Diggs transferred the said house and lot on Larkins Street to his children reserving to himself a life estate, but have no knowledge as to whether said conveyance was unknown to the plaintiff.

5. In answer to Paragraph Number Five of said Bill of Complaint, your defendants neither admit nor deny the allegations contained therein.

6. In answer to Paragraph Number Six of said Bill of Complaint, your defendants have no knowledge of any fraud perpetrated on the plaintiff and deny that any attempt was made by them to perpetrate a fraud upon her.

7. In answer to Paragraph Number Seven of said Bill of Complaint, your defendants neither admit nor deny the allegations contained therein.

8

8. In answer to Paragraph Number Eight of said Bill of Complaint, your defendants admit the allegations contained therein.

9. In answer to Paragraph Number Nine of said Bill of Complaint, your defendants admit the allegations contained therein.

And further answering the said Bill of Complaint, your respondents allege that the said plaintiff, Martha Diggs, has been in sole and exclusive possession of said property located on Larkins Street, Annapolis, since the death of the said Aaron D. Diggs in 1940 and your respondents have been informed that she has been renting rooms therein and collecting rents therefor and has made no accounting to your respondents for their share of said rents.

And further answering, your respondents say that they have no objection to a partition and sale of said property, provided the said plaintiff, Martha Diggs, shall render an accounting of the rents collected by her from said property.

And having fully answered the said Bill of Complaint, your respondents pray that they be dismissed with their costs.

John Hurst Hopkins IV
Attorney for Respondents

Copy received this 29
day of December, 1950.
Harry B. Nachod
Attorney for Plaintiff

9

LIBER 81 PAGE 561

MARTHA DIGGS, widow,	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
HARRY ARTHUR DIGGS, ET AL.,	:	ANNE ARUNDEL COUNTY
Defendant	:	NO. 10,090 Equity

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

ANSWER TO BILL OF COMPLAINT

Filed 27 Dec., 1950

To the Honorable, the Judges of said Court:

Now comes John H. Hopkins, IV, Receiver of Clara Anita Diggs, defendant herein, and for answer to the Bill of Complaint against him exhibited, says:

1. That your Respondent does not have knowledge of the basis of the allegations contained in said Bill of Complaint; therefore he neither admits nor denies the allegations contained therein.

And having fully answered said Bill of Complaint, your Respondent prays that he be dismissed with his costs.

John H. Hopkins IV
Receiver

Copy received this 29th
day of December, 1950.
George B. Hoeffel
Attorney for Plaintiff

10

LIBER 81 PAGE 562

Martha Diggs, widow, plaintiff

vs.

Harry Arthur Diggs, et al, defendants

No. 10,090 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, George Edward Diggs, Harry Arthur Diggs, Katherine Diggs and Evelyn Ruth Diggs ~~after Order of Publication duly published (or served)~~ having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication~~ (or Writ of Summons.)

Filed 2 Aug., 1951

It is thereupon this 2d day of August, 1951, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Benjamin Michaelson

Judge

11

LIBER 81 PAGE 563

MARTHA DIGGS,
Plaintiff

VS.

HARRY ARTHUR DIGGS, ET AL.
Defendants

NO. 10,090 EQUITY

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

: : : : : :

PETITION FOR LEAVE TO AMEND BILL OF COMPLAINT AND TO PROCEED BY ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Martha Diggs, Plaintiff, respectfully represents:

1. That the Plaintiff requests leave to amend the Bill of Complaint to add necessary parties defendant, and to set forth the lineage of deceased persons through whom title to the property in question devolves.

2. That the Plaintiff also requests leave to proceed by Order of Publication against Clara Anita Diggs and William Peters, whose whereabouts are unknown, and against the unknown heirs of Aaron Diggs, George Edward Diggs, Eveline Diggs Adams, Clara Anita Diggs, Hattie Iola Diggs and William Peters.

And as in duty bound, etc.

Emanuel Clowans
George B. Woelfel
Solicitor for Plaintiff

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County sitting in Equity, this 24th day of October, 1951, that leave is hereby granted to the Plaintiff, Martha Diggs, to amend the Bill of Complaint and to proceed by Order of Publication as set forth in the foregoing petition.

Benjamin Richardson
Judge

Filed 23 Oct. 1951

Filed 24 Oct., 1951

12

LIBER 81 PAGE 564

MARTHA DIGGS, Plaintiff, : No. 10,090 Equity

vs. In The Circuit Court For Anne Arundel County.

HARRY ARTHUR DIGGS, ET AL, CLARA ANITA DIGGS, WILLIAM PETERS, ALL HEIRS OF AARON DIGGS, AND OF GEORGE EDWARD DIGGS, AND OF EVELINE DIGGS ADAMS, AND OF CLARA ANITA DIGGS, AND OF HATTIE IOLA DIGGS, AND OF WILLIAM PETERS, Defendants :

ORDER OF PUBLICATION

Filed Mar. 15th 1951

The object of this suit is to set aside a deed from Aaron Diggs, grantor, to Harry Arthur Diggs, George Edward Diggs, Hattie Iola Diggs, Eveline Diggs Adams, and Clara Anita Diggs, of realty on Larkins Street, Annapolis, Maryland; and to declare Martha Diggs entitled to a one-third undivided interest therein as widow of Aaron Diggs; and to sell said property and divide the proceeds among those entitled thereto.

The bill of complaint recites that Martha Diggs and Aaron Diggs married; that Aaron Diggs owned said realty, and on the day of the marriage he made the above deed to his children, reserving to himself a life estate; that she did not know of said deed until after his death; that said deed was made in fraud of her marital rights in said property; that Aaron Diggs died intestate in 1940, survived by his widow, Martha Diggs, and by his son, Harry Arthur Diggs who is married to Bessie Diggs, and by the children of his deceased son George Edward Diggs, who are: George Edward Diggs who is married to Beulah Diggs, Harry Arthur Diggs unmarried, Katharine Diggs unmarried, and Evelyn Ruth Diggs Peters who is married to William Peters, all of the persons named being adults: that said Aaron Diggs also had a daughter, Eveline Diggs, who died intestate since the death of Aaron Diggs, surbived by her husband, Samuel Adams, and her daughter Clara Anita Diggs who disappeared in 1936 unmarried and whose whereabouts are unknown.Aaron Diggs also had a daughter, Hattie Iola Diggs, who

13

died in 1930 unmarried. That the realty cannot be divided in kind without material loss or injury.

It is thereupon this ~~13th~~ 15th day of November, 1951, ordered by the Circuit Court for Anne Arundel County in Equity that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 24th day of December, 1951, give notice to the absent defendants, Clara Anita Diggs and William Peters, and to all heirs, known and unknown, of said Aaron Diggs, George Edward Diggs, Eveline Diggs Adams, Clara Anita Diggs, Hattie Iola Diggs, and William Peters, of the object and substance of the bill of complaint, warning them to be and appear in this Court in person or by solicitor on or before the 12th day of January, 1952, to show cause, if any they may have, why a decree ought not be passed as prayed.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy: Test

JOHN H. HOPKINS, 3rd, Clerk

Copy of within Order of Publication received by Southern Maryland Times this 16 day of November 1951

Southern Maryland Times

Per: Bobby Welborne

Martha Diggs, widow, Larkin Street Annapolis, Md.	:	
vs.	:	
Harry Arthur Diggs and Bessie Diggs, his wife, 13 Morris Street Annapolis, Md.	:	
George Edward Diggs and Beulah Diggs, his wife, 902 Spa Road, Annapolis, Md.	:	No. 10,090 Equity
Harry Arthur Diggs, single, 312 Chester Avenue, Eastport Annapolis, Md.	:	IN THE CIRCUIT COURT FOR
Katherine Diggs, single, 312 Chester Ave., Eastport, Annapolis, Md.	:	ANNE ARUNDEL COUNTY
Evelyn Ruth Diggs Peters, 312 Chester Ave, Eastport, Annapolis, Md., and William Peters, her husband Address unknown.	:	
Samuel Adams, widower, 9 Morris Street Annapolis, Md.	:	
Clara Anita Diggs, single Address unknown.	:	

Filed Mar. 15, 1957

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

AMENDED BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Oratrix, humbly complaining, says:

1.

That your Oratrix is a resident of Annapolis, Anne Arundel County, Maryland, who will be eighty years old on her next birthday, being the widow of one Aaron D. Diggs who died in 1940.

2.

That on April 3rd, 1924, the Plaintiff, a widow, fifty-three years old, married Aaron D. Diggs, a widower, sixty-three years old, a certified copy of said marriage certificate 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.

3.

That on said third day of April, 1924, the date of their marriage, the said Aaron D. Diggs was seized and possessed of a lot of ground and dwelling on Larkin Street, Annapolis, fronting thirty feet thereon and having a depth of ninety feet, more or less. That this fact was known to the Plaintiff and, in addition, the said Aaron D. Diggs, her intended husband, promised her that they would reside in said dwelling and it would be hers on his death.

4.

That on the said third day of April, 1924, the very day of their marriage, in fact but a few hours prior thereto, without the Plaintiff's knowledge or consent, the said Aaron D. Diggs, the Plaintiff's intended husband, transferred the said house and lot on Larkin Street to his children reserving to himself a life estate which will more fully appear by reference to a certified copy of the deed filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length, the original deed being recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 436, nevertheless, the fact of said conveyance was unknown to the Plaintiff who resided in said house continuously since the third day of April, 1924.

5.

That since the death of the said Aaron D. Diggs in 1940, his children, in order to keep your Oratrix ignorant of the status of the real estate on Larkin Street, permitted her to maintain residence there without paying rent until the past month when Harry Arthur Diggs, one of the defendants, informed her that he had made some repairs to the house and that she wouls either have to pay rent or vacate since the house and lot belonged to the children and she had no interest therein. That the Plaintiff then contacted an attorney who advised her that the realty had, in fact, been transferred on April 3rd, 1924, to the children and that the contention of Harry Arthur Diggs was, therefore correct.

6.

That as heretofore stated your Oratrix, being seventy-nine years of age, with no assets other than her claim on the house, now realizes despite her inability to read and write, that her husband, the said Aaron D. Diggs, perpetrated a fraud upon her and her marital rights by transferring the said realty and dwelling on the day of his marriage to his children reserving to himself a life estate. And with that degree of control over the property it was sufficient to dupe the Plaintiff into believing that he was the sole owner of said property in fee simple. That subsequent to the death of Aaron Diggs the Defendants remained mute in order to have the Plaintiff continue in her belief that the property belonged to her or, at least, was subject to her right of dower.

7.

That the Plaintiff alleges that had the fraudulent transfer not been made she would have held a one-third absolute interest therein, the Defendants owning the remaining two-thirds as tenants in common.

8.

That Aaron D. Diggs died intestate in 1940, survived by the Plaintiff as his widow, That in his lifetime he had the following children: (1) Harry Arthur Diggs, adult, living, married to Bessie Diggs, (2) George Edward Diggs, who died intestate in 1939, not survived by any widow, but survived by all of his children, namely: (a) George Edward Diggs, adult, married to Beulah Diggs, adult, (b) Harry Arthur Diggs, adult, single, (c) Katherine Diggs, adult, single, (d) Evelyn Ruth Diggs Peters, adult, married to William Peters, but separated from him and does not know his present whereabouts, (3) Eveline Diggs Adams, who died intestate in 1944, survived by her husband, Samuel Adams, adult, and no child or descendant, (4) Clara Anita Diggs, adult, unmarried, no children or descendants, who disappeared and her present whereabouts are not known. That Aaron D. Diggs never had any other children or descendants.

17

9.

That the grantees in said deed from Aaron Diggs filed as Exhibit 2, are the same Harry Arthur Diggs, George Edward Diggs, Eveline Diggs Adams, and Clara Anita Diggs, children of Aaron Diggs and Susan Diggs, heretofore mentioned in paragraph 8, and in addition, Hattie Iola Diggs, adult, who died about the year 1930, unmarried, not survived by any child, or descendant and whose brothers and sisters are the same persons stated in paragraph 8.

10.

That the said real estate cannot be divided in kind without material loss and injury.

To the end, therefore:

1. That the conveyance from Aaron Diggs to the Defendants herein, dated April 3rd, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 436, may be declared null and void.

2. That your Oratrix be declared to have a widow's share in the property described in the aforesaid deed.

3. That the real estate in these proceedings mentioned be sold and that the proceeds arising therefrom be divided among the parties hereto according to their respective interests.

4. That a notice to creditors may be published on the estates of George Edward Diggs, Hattie Iola Diggs, Aaron Diggs, Eveline Diggs Adams and Clara Anita Diggs.

5. That an order of publication issue, giving notice to the said Clara Anita Diggs and William Peters, and to the unknown heirs of Aaron Diggs, George Edward Diggs, Eveline Diggs Adams, Clara Anita Diggs, Hattie Iola Diggs and William Peters, of the object and substance of this Bill of Complaint and commanding all of said defendants to be and appear in this Court at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

Emanuel Clauson
George B. Wells
Solicitor for Plaintiff

18

LIBER 81 PAGE 570

MARTHA DIGGS, Widow Plaintiff		IN THE CIRCUIT COURT
		FOR
VS.		ANNE ARUNDEL COUNTY
HARRY ARTHUR DIGGS, ET AL. Defendants		NO. 10,090 EQUITY

: : : : : :

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Bessie Diggs and Beulah Diggs, defendants herein, by John H. Hopkins, IV, their solicitor, and for answer to the Bill of Complaint against them exhibited, say:

1. That they neither admit nor deny the allegations contained in said Amended Bill of Complaint, and they hereby consent to passage of a decree for sale of the property mentioned in said Bill of Complaint, by this Honorable Court.

And having fully answered said Bill of Complaint your respondents pray that they be dismissed with their costs.

John H. Hopkins IV
Solicitor for Respondents

I certify that a copy of this Answer was forwarded by U.S. Mail to Emanuel Klawans, Esquire, Attorney for Plaintiff, Maryland Hotel Building, this 21st day of November, 1951.

John H. Hopkins IV
Solicitor for Respondents

Filed 21 Nov., 1951

19

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,090 Equity

MARTHA DIGGS, Plaint'

vs.

HARRY ARTHUR DIGGS, ET AL., CLARA ANITA DIGGS, WILLIAM PETERS, ALL HEIRS OF AARON DIGGS, AND OF GEORGE EDWARD DIGGS, AND OF EVELINE DIGGS ADAMS, AND OF CLARA ANITA DIGGS, AND OF HATTIE IOLA DIGGS, AND OF WILLIAM PETERS, Defendants.

ORDER OF PUBLICATION

The object of this suit is to set aside a deed from Aaron Diggs, grantor, to Harry Arthur Diggs, George Edward Diggs, Hattie Iola Diggs, Eveline Diggs Adams, and Clara Anita Diggs, of realty on Larkins Street Annapolis, Maryland; and to declare Martha Diggs entitled to a one-third undivided interest therein as widow of Aaron Diggs; and to sell said property and divide the proceeds among those entitled thereto.

The bill of complaint recites that Martha Diggs and Aaron Diggs married; that Aaron Diggs owned said realty, and on the day of the marriage he made the above deed to his children, reserving to himself a life estate; that she did not know of said deed until after his death; that said deed was made in fraud of her marital rights in said property; that Aaron Diggs died intestate in 1940, survived by his widow, Martha Diggs, and by his son, Harry Arthur Diggs who is married to Bessie Diggs, and by the children of his deceased son George Edward Diggs, who are: George Edward Diggs who is married to Beulah Diggs, Harry Arthur Diggs unmarried, Katharine Diggs unmarried, and Evelyn Ruth Diggs Peters who is married to William Peters, all of the persons named being adults; that said Aaron Diggs also had a daughter, Eveline Diggs, who died intestate since the death of Aaron Diggs, survived by her husband, Samuel Adams, and her daughter Clara Anita Diggs who disappeared in 1931 unmarried and whose whereabouts are unknown. Aaron Diggs also had a daughter, Hattie Iola Diggs, who died in 1930 unmarried. That the realty cannot be divided in kind without material loss or injury.

It is thereupon this 15th day of November, 1951, ordered by the Circuit Court for Anne Arundel County in Equity that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, once in each of four successive weeks before the 24th day of December, 1951, give notice to the absent defendants, Clara Anita Diggs and William Peters, and to all heirs, known and unknown, of said Aaron Diggs, George Edward Diggs, Eveline Diggs Adams, Clara Anita Diggs, Hattie Iola Diggs, and William Peters, of the object and substance of the bill of complaint warning them to be and appear in this Court in person or by solicitor on or before the 12th day of January, 1952, to show cause, if any they may have, why a decree ought not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-13

Filed 3 Jan., 1952.

20

OFFICE OF

LIBER 81 PAGE 571

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1951

We hereby certify, that the annexed Order of Publication Equity No. 10,090

Harry Arthur Diggs

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1952 The first insertion being made the 22nd day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Beulah Fales

LIBER 81 PAGE 572

MARTHA DIGGS, : No. 10,090 Equity

Plaintiff, In The Circuit Court For

vs. Anne Arundel County.

HARRY ARTHUR DIGGS, ET AL, :

Defendants.

PETITION FOR DECREE PRO CONFESSO

To The Honorable, The Judges of said Court:

The plaintiff respectfully shows that an order of publication has been duly published by which notice of the object and substance of this suit was given to Clara Anita Diggs and her unknown heirs, and to William Peters and his unknown heirs, and to all heirs of Aaron Diggs and of George Edward Diggs and of Evelyn Diggs Adams and of Hattie Iola Diggs. That the time limited for them to appear has expired, and no appearance or answer has been made by or for any of them. Therefore plaintiff prays that the bill of complaint be taken against them pro confesso.

And as in duty bound, etc.

Emanuel Klawans

Emanuel Klawans
Co-Solicitor for Plaintiff

Filed 16 Jan., 1952.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 16th day of January, 1952, that the amended bill of complaint be and the same is hereby taken pro confesso against Clara Anita Diggs and her unknown heirs, William Peters and his unknown heirs, all heirs of Aaron Diggs and of George Edward Diggs and of Evelyn Diggs Adams and of Hattie Iola Diggs.

Filed 16 Jan., 1952.

Benjamin Michaelson Judge

21

MARTHA DIGGS		NO. 10,090 Equity
VS.		IN THE CIRCUIT COURT
HARRY ARTHUR DIGGS, ET AL.		FOR ANNE ARUNDEL COUNTY

: : : : : :

ANSWER

The undersigned defendants do not desire to contest this case, and do hereby submit their rights to the decision of this Court.

Harry Arthur Diggs
Harry Arthur Diggs

George Edward Diggs
George Edward Diggs

Harry A. Diggs
Harry Arthur Diggs

Katherine Diggs
Katherine Diggs

Evelyn Ruth Diggs Peters
Evelyn Ruth Diggs Peters

Samuel Adams
Samuel Adams

John H. Hopkins IV
John H. Hopkins, IV, as Receiver
for Clara Anita Diggs

John H. Hopkins IV
Solicitor for Defendants

Filed 11 Feb, 1952

22

LIBER 81 PAG. 574

MARTHA DIGGS		NO. 10,090 EQUITY
VS.		IN THE CIRCUIT COURT
HARRY ARTHUR DIGGS, ET AL.		FOR ANNE ARUNDEL COUNTY

: : : : : :

ANSWER

The undersigned defendant, having been advised of the above action against her, by Order of Publication, hereby appears, and for answer says that she does not desire to contest this action against her, and that she does hereby submit her rights to the decision of this Court.

Clara Anita Diggs
Clara Anita Diggs

Solicitor for Defendant

Filed 4 Aug., 1932.

23

LIBER 81 PAGE 575

MARTHA DIGGS, Plaintiff		NO. 10,090 EQUITY
		IN
VS.		THE CIRCUIT COURT
		FOR
HARRY ARTHUR DIGGS, ET AL., Defendants		ANNE ARUNDEL COUNTY

: : : : : :

DECREE

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

It is, thereupon, this 23rd day of October, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, AND DECREED:

1. That the conveyance from Aaron Diggs to the Defendants, herein dated April 3, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 67, folio 436, be, and the same is hereby, declared null and void.

2. That the property mentioned in these proceedings be sold, and that Emanuel Klawans and John H. Hopkins, IV, be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceeding 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 by a Surety or Sureties to be approved by this Court or the Clerk thereof, in the penalty of Four Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale after giving at least three weeks' notice by advertisement in some newspaper published in Anne Arundel County, of the time, place, manner and terms of sale, which terms shall be as follows: $500.00 cash on day of sale, and the balance of purchase price, plus interest at the rate of six percent (6%) per annum from the day of sale, upon final ratification of the sale by the Court; and as soon as may be convenient after such sale, the said trustees shall return to this Court a full and

Filed 23 Oct., 1952.

24

particular account of their proceedings relative to such sale, with an affidavit annexed of the truth thereof and of the fairness of said sale; and upon obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, the said Trustees shall, by good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers and his, her or their heirs and assigns the property to him, her or them sold, free and clear and discharged from all claims of the parties hereto, plaintiff and defendants, and of those claiming by, from or under them or any of them.

3. That the Defendant, Harry Arthur Diggs, be, and he is hereby, allowed the sum of $748.52 out of the proceeds of sale, or so much of that amount as he has actually paid for improvements to the property mentioned in these proceedings, as reimbursement for the same; and that the Trustees be, and they are hereby, directed to pay all other costs of improvements out of the proceeds of said sale.

4. That the Defendant, Harry Arthur Diggs, be, and he is hereby, allowed the sum of $64.00 out of the proceeds of said sale, in reimbursement for insurance premiums paid by him; which sum shall be charged against the share of the Plaintiff, Martha Diggs, in the said proceeds of sale.

5. That the said Trustees shall bring into this Court the balance of the money arising from the proceeds of said sale, to be distributed under the direction of the Court after deduction of the costs of this suit and such commission to the said Trustees as the Court shall think proper to allow, in consideration of the skill, attention and fidelity with which they shall appear to have discharged their trust.

And it is further adjudged, ordered and decreed that the said Trustees, at the time said property is advertised for sale, shall publish a Notice to Creditors, giving notice to any creditors of George Edward Diggs, Hattie Iola Diggs, Aaron Diggs, and Evelyn Diggs Adams, deceased, whose estates were not administered in the Orphans Court For Anne Arundel County, and to creditors of any other parties to this suit, to file their claims against said parties or said decedents, with the Clerk of this Court, within ninety (90) days from the date of the first insertion of the advertisement of sale in these proceedings.

James C Cook

Judge

25

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

10,090 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Emanuel Klawans and John H. Hopkins,IV, 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 FOUR THOUSAND DOLLARS ($4,000.00) 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 25th day of October, 1952.

Filed 25 Oct, 1952.

WHEREAS, by decree of the Circuit Court for Anne Arundel County in a cause entitled Martha Diggs vs. Harry Arthur Diggs, et al, No. 10,090 Equity, dated October 23, 1952, the above bounden Emanuel Klawans and John H. Hopkins, IV were appointed Trustees to make sale of the property described in said proceedings, and whereas the said Emanuel Klawans and John H. Hopkins, IV, are about to execute said power and make sale of the said property,

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 of said sale, then this obligation shall be void and of no effect; otherwise to remain in full force and virtue in law.

WITNESS:

Mildred F. Bean
Mildred F. Bean

Mildred F. Bean
Mildred F. Bean

Mildred F. Bean
Mildred F. Bean

Emanuel Klawans (SEAL)
Emanuel Klawans

John H. Hopkins IV (SEAL)
John H. Hopkins, IV

PRINCIPALS.

GLOBE INDEMNITY COMPANY, A body corporate

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

SURETY.

Approved this 25 October, 1952
John H. Hopkins, 3rd, Clerk

26

GEORGE W. SCIBLE - - - LIBER 81 PAGE 578 - - Auctioneer

TRUSTEE'S SALE

— OF VALUABLE —

REAL ESTATE

SITUATE IN THE CITY OF ANNAPOLIS, SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, KNOWN AS No. 53 LARKIN STREET

Under and by virtue of the power and authority contained in a decree of the Circuit Court for Anne Arundel County, dated October 23, 1952, and passed in a cause in said Court pending, entitled, Martha Diggs vs. Harry Arthur Diggs, et al, No. 10,090 Equity, the undersigned trustees will sell at Public Auction at the Court House Door in the City of Annapolis on

Thursday, November 20, 1952

AT 11 O'CLOCK, A.M.

All that lot or parcel of ground located on the East side of Acton Lane (now called Larkin Street) in the City of Annapolis, fronting thereon thirty (30) feet and having a depth therefrom of ninety (90) feet, more or less, and being the same property described in a deed from Anne Anderson and John B. Anderson, her husband, to Aaron Diggs, dated March 13, 1889, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 34, folio 436.

This property is improved by a two and one-half story, six-room house with electricity and water. New asbestos roof and asbestos siding only several years old.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time of sale; the balance of the purchase price to bear interest at the rate of six per cent per annum, and to be paid in cash upon ratification of the sale by the Court. Taxes and other expenses are to be adjusted to the day of sale.

Filed 22 Nov., 1952.

EMANUEL KLAWANS,
Towns-Worth Building,
Annapolis, Maryland;

JOHN H. HOPKINS, IV,
15 School Street,
Annapolis, Maryland,
Trustees.

Filed 22 Nov, 1952

PURCHASER'S AGREEMENT

I hereby certify that I have this 20th day of November, 1952, purchased the property known as 53 Larkin Street, Annapolis, Maryland, from Emanuel Klawans and John H. Hopkins, IV, Trustees, for the sum of Three Thousand And no/100 dollars, and I hereby agree to comply with the terms of sale.

Witness my hand and seal.

Test:

John H Hopkins IV

Harry A. Diggs
Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 20th day of November, 1952, sold the property known as 53 Larkin Street, Annapolis, Maryland, to Harry Arthur Diggs and Bessie Diggs, his wife, for the sum of Three Thousand And no/100 dollars he being at that price the highest bidder therefor.

Witness my hand and seal.

Test:

John H Hopkins IV

[illegible signature]
Auctioneer

MARTHA DIGGS, Plaintiff	*	NO. 10,090 EQUITY
	*	IN
VS.	*	THE CIRCUIT COURT
	*	FOR
HARRY ARTHUR DIGGS, ET AL., Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * * * * *

REPORT OF SALE
of
REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Emanuel Klawans and John H. Hopkins, IV, Trustees, respectfully show:

That, whereas by a certain decree of the Circuit Court for Anne Arundel County, dated October 23rd, 1952, and passed in a cause in said Court pending entitled "Martha Diggs, Plaintiff, vs. Harry Arthur Diggs, Et Al., Defendants," No. 10,090 Equity, the said Emanuel Klawans and John H. Hopkins, IV, Trustees, were authorized to sell the property described in said proceedings; and whereas the said Emanuel Klawans and John H. Hopkins, IV, Trustees, in pursuance of the power and authority vested in them by said decree, having given bond as security for the faithful performance of their trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for three successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said decree as required by law, did, by virtue of the power of sale contained in said decree, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Thursday, November 20, 1952, at eleven o'clock a.m., and did then and there proceed to sell said property in the manner following, that is to say:

Filed 22 Nov., 1952.

The said Trustees offered at public sale to the highest bidder the property mentioned in said decree, and being more particularly described as follows:

All that lot or parcel of ground located on the East side of Acton Lane (now called Larkin Street) in the City of Annapolis, fronting thereon thirty (30) feet and having a depth therefrom of ninety (90) feet, more or less, and being the same property described in a deed from Anne Anderson and John B. Anderson, her husband, to Aaron Diggs, dated March 13, 1889, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 34, folio

29

436, and being known as 53 Larkin Street.

And the said Trustees sold the above-described property to Harry Arthur Diggs and Bessie Diggs, his wife, for the sum of Three Thousand Dollars ($3,000.00), they being at that sum the highest bidder therefor, and the said purchasers have complied with the terms of sale.

Respectfully submitted,

Emanuel Klawans

John H. Hopkins, IV

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of November, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Emanuel Klawans and John H. Hopkins, IV, Trustees, and they made oath in due form of law that the matters and things set forth therein are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Patricia F. Grierson

Notary Public

PATRICIA F. GRIERSON NOTARY PUBLIC ANNE ARUNDEL

ORDER NISI

LIBER 81 PAGE 582

MARTHA DIGGS

versus

HARRY ARTHUR DIGGS,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,090 Equity

Filed 22 Nov, 1952.

Ordered, this 22 day of November, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Emanuel Klawans and John H. Hopkins, IV, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 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 27 day of December next.

The report states that the amount of sales to be $ 3,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MARTHA DIGGS

versus

HARRY ARTHUR DIGGS,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 Jan, 1953.

ORDERED BY THE COURT, This 7th day of January, 1953, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed finally 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

31

OFFICE OF

LIBER 81 PAGE 583

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7th, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,090

Martha Diggs

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 27th day of December, 1952. The first insertion being made the 25th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 8618

32

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,090. Equity

MARTHA DIGGS

Vs.

HARRY ARTHUR DIGGS, et al.

Ordered, this 22nd day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Emanuel Klawans and John H. Hopkins, IV, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th 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 27th day of December 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.

d-16

Filed 7 Jan., 1953

LIBER 81 PAGE 584

In the Case of

Martha Diggs

VS.

Harry Arthur Diggs,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,090 Equity

To the Honorable, the Judges of said Court:

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

Filed 7 Feb; 1953.

January 31, 1953

All of which is respectfully submitted.

Laura K. Ecklund, Auditor.

33 *In the Case of*

Dr. Martha Diggs vs. Harry Arthur Diggs, et al in ac.

To Trustees for Commissions, viz:	120	90	120	90
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	51	25		
Chas. M. Russell - Sheriff's costs	10	15		
Katherine H. McCutchan - stenographer's fee	2	50		
Auditor - stating this account	22	50	106	40
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	50	00		
Capital-Gazette Press - advertising sale	43	76		
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	16	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - certified copies of deed and marriage certificate	2	75		
One-half Federal documentary stamps	1	65		
One-half State Documentary stamps	1	65		
Patricia F. Grierson - notary fee		50	165	51
To Trustees for Taxes, viz:				
1951 State and County taxes	26	71		
1952 State and County taxes ($17.76-adj)	15	78		
1951 Annapolis City taxes	15	77		
1952 Annapolis City taxes ($15.03 - adj)	5	84	64	10
To Trustees for Benefit Charges, viz:				
Annapolis Water Co. - water rent from 7/1/52 to 11/20/52	7	63	7	63
To Trustees for Claims Allowed by Decree of 10/23/52, viz:				
Harry Arthur Diggs - reimbursement for amount paid Enterprise Roofing Co. on account cost of repairs to roof	353	43		
Enterprise Roofing Co. - balance due on contract for repairs to roof	391	35		
Harry Arthur Diggs - reimbursement for fire insurance premiums paid by him	64	00	808	78

LIBER 81 PAGE 586

BALANCE FOR DISTRIBUTION - $1,756.68			
Distributed to the heirs at law of Aaron D. Diggs, who died intestate in 1940, viz:			
(1) To Martha Diggs, widow - one-third $ 585.56			
LESS direct inheritance tax 5.86	579	70	
(2) To Harry Arthur Diggs, son - one-sixth $ 292.78			
LESS direct inheritance tax 2.93	289	85	
(3) To Clara Anita Diggs, daughter - one-sixth $ 292.78			
LESS direct inheritance tax 2.93	289	85	
(4) To Children of George Edward Diggs, son, who died, intestate, in 1939, viz:			
I. George Edward Diggs, son - 1/24	73	20	
II. Harry A. Diggs, son - 1/24	73	20	
III. Katharine Diggs, daughter - 1/24	73	19	
IV. Evelyn R. Peters, daughter - 1/24	73	19	
(5) To Heirs at Law of Evelyn Diggs Adams, daughter, who died intestate in 1944, viz:			
I. Samuel Adams, Widower - 1/12	146	39	
II. Harry A. Diggs, brother - 1/36	48	79	
III. Clara Anita Diggs, sister - 1/36	48	80	
IV. George Edward Diggs, nephew - 1/144	12	20	
V. Harry A. Diggs, nephew - 1/144	12	20	
VI. Katharine Diggs, niece - 1/144	12	20	
VII. Evelyn R. Peters, niece - 1/144	12	20	
To R. Glenn Prout, Register of Wills - total direct inheritance tax, as above	11	72	1,756 68
			3,030 00

34

with Emanuel Klawans and John H. Hopkins, IV, Trustees Cr.

1952				
Nov.	20	Proceeds of Sale	3,000 00	
		Interest on deferred payment to 1/20/53	30 00	3,030 00
				3,030 00

35

Filed 16 Mar., 1953. Filed 7 Feb., 1953.

ORDER NISI

Martha Diggs

VERSUS

Harry Arthur Diggs, et al

LIBER 81 PAGE 589

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,090 Equity.

ORDERED, This 7 day of February, 19 53., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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 14 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 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
A. J.

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

36

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,090 Equity

MARTHA DIGGS
Vs.
HARRY ARTHUR DIGGS, et al.

Ordered, this 7th day of February, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of 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 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-24

Filed 16 Mar., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 6th, 1953

We hereby certify, that the annexed

Order Nisi - Bud. Accts.
Equity Number 10,090
Martha Diggs

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 14th day of March, 1953 The first insertion being made the 10th day of February, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 4002

37

LIBER 81 PAGE 589

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNA ARUNDEL COUNTY (In Equity)
ALFRED W. ANDERSON AND MARY ANNA ANDERSON, his wife	:	No. 10,571

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 Alfred W. Anderson and Mary Anna Anderson, his wife to The County Trust Company, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.487 folio 166.

Walter S. Calwell
Attorney Named in Mortgage

John E. Starr - Solicitor

Filed 19 Sept. 1952

LIBER 81 PAGE 590

13805

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

No. 10,571 Equity

THIS MORTGAGE, Made this 24th. day of August, A. D. 19 48, by and between ALFRED W. ANDERSON and MARY ANNA ANDERSON, his wife

of ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance it being part of the purchase money for the property hereinafter described,~~

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

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 and one-half per centum (4½) 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-EIGHT AND 11/100 Dollars ($ 48.11), commencing on the first day of October, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

Filed 19 Sept., 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. 505 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7.. The improvements whereon are known as No. 5305 (formerly 505) Brookwood Road.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, plumbing accessories, ranges, light fixtures, laundry tray, screen, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

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

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

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 and one-half per centum (4½%) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan , its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness: J. Hodge Smith
J. HODGE SMITH

Alfred W. Anderson [SEAL]
ALFRED W. ANDERSON

Mary Anna Anderson [SEAL]
MARY ANNA ANDERSON

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 24th. day of August 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared Alfred W. Anderson and Mary Anna Anderson, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Recorded Sept. 7th. 1948
at 9:10 A.M. "O.P."

J. Hodge Smith
J. HODGE SMITH
Notary Public.

FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND
Loan No.
COUNTY MORTGAGE
ALFRED W. ANDERSON and MARY ANNA ANDERSON his wife
TO
THE COUNTY TRUST COMPANY
Received for Record Sept 7 1948
at 9-10 o'clock A.M. 8 Jd.
Same day recorded in Liber No. 487
Folio 166 etc., one of the Mortgage Records of Co. County and examined per
Cost of Records, $
Clerk.

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

LIBER 81 PAGE 594

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

ALFRED W. ANDERSON AND

MARY ANNA ANDERSON, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY

10,571

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Alfred W. Anderson and Mary Anna Anderson, his wife

to said The County Trust Company

dated the 24th day of August, 1948 ~~xxx~~, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 487 Folio 166

Amount of Loan	$7600.00
Less - amount paid on principal	890.22
	6709.78
Plus - unpaid interest to 10/16/1952	188.71
	6898.49
Less - balance in expense account	7.82
	6890.67

Filed Oct. 16, 1952

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 16th day of October in the year nineteen hundred and fifty-two before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~xxxxx~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent of The County Trust Company, holder of the Mortgage

~~xxxxxxxxxx~~ 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

6

Mortgagee and Attorney's Bond. LIBER 81 PAGE 595 *10571

1-369 Im-12-32

100245

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,571 Equity

Filed Oct. 16/1952

Know All Men by These Presents:

That we Walter S. Calwell, St. Paul and Fayette Streets, Baltimore 2, 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 No/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 16th day of October in the year nineteen hundred and fifty-two

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Alfred W. Anderson and Mary Anna Anderson, his wife to The County Trust Company bearing date the 24th day of August nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 487, Folio 166, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Smith

Attest:

Witness as to Surety: F. Maylee
F. Maylee

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
G. Lee Burgess, Vice-President

Attest: [signature]
V.N. Mercier, Asst. Secretary

7

LIBER 81 PAGE 596

No. 10,571 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of October 19 52 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Alfred W. Anderson and Mary Anna Anderson, his wife against whom foreclosure proceedings were instituted are ~~is~~ not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that ~~he~~ the have not been ordered to report for induction under the Selective Training and Service Act of 1940, that ~~he is a~~ they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, ~~that~~ ~~he is about~~ ~~years old~~, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

NOTARY PUBLIC BALTIMORE CITY

Filed 23 Oct, 1952.

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

: FOR

VS. :

: ANNE ARUNDEL COUNTY (In Equity)

ALFRED W. ANDERSON AND MARY ANNA ANDERSON, his wife : No. 10,571

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 166 from said Alfred W. Anderson and Mary Anna Anderson, his wife to ~~the Baltimore Federal Savings and Loan Association~~ The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in ~~"The Jeffersonian"~~ "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 16th day of October, 1952 at 3.30 P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in ~~Baltimore~~ Anne Arundel County known as Lot No. 505 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7; the improvements whereon are known as No. 5305 (formerly 505) Brookwood Road.

BY TERMS OF SALE, a cash deposit of ~~Three~~ Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 23 Oct. 1952.

Legal Notices

CALLAHAN AND CALWELL
Baltimore Federal Building,
Fayette and St. Paul Streets,
Baltimore 2, Maryland

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

No. 5305 (formerly 505) Brookwood Rd., Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Alfred W. Anderson and Mary Anna Anderson, his wife to The County Trust Company, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 487 folio 166 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, on

THURSDAY, OCTOBER 16TH, 1952
AT 3:30 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 505 as 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 Plat No. 7, the improvements whereon are known as No. 5305 (formerly 505) 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 and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL, Auctioneer. o-16
o-16

The property was sold to The County Trust Company, in fee simple, 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 20th day of October, 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

10

ORDER NISI

LIBER 81 PAGE 599

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ALFRED W. ANDERSON AND
MARY ANNA ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,571 Equity

Filed 23 Oct., 1952.

Ordered, this 23 day of October, 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 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.

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

ALFRED W. ANDERSON AND
MARY ANNA ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 4 Dec. 1952.

ORDERED BY THE COURT, This 4th day of December, 1952, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

//

LIBER 81 PAGE 600

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 10,571
Alfred W. Anderson
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 Dec, 1952 The first insertion being made the 30th day of Oct, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,571 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
ALFRED W. ANDERSON AND MARY ANNA ANDERSON, his wife.

Ordered, this 23rd day of October 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 1st 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 1st day of December 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.
n-30

Filed 1st Dec., 1952

No. M. G. 6.6.99

12

LIBER 81 PAGE 601

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Alfred W. Anderson
and
Mary A. Anderson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,571 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 March 1953.

March 24, 1953

All of which is respectfully submitted.

Laura K. Nicholson
Auditor.

13

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Alfred W. Anderson and Mary A. Anderson, his wife 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	40 65	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
New Amsterdam Casualty Co. - bond premium	28 00	
E. T. Newell & Co., Inc. - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 13	
One-half State documentary stamps	4 12	
Clara M. Link - notary fees	1 25	117 15
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,652 10	6,652 10
		7,100 00
Amount of mortgage claim filed	6,890 67	
Cr. Amount allowed as above	6,652 10	
Balance subject to decree in personam	238 57	

14

with Walter S. Calwell, Attorney named in Mortgage Cr.

1952				
Oct.	16	Proceeds of Sale	7,100 00	7,100 00
				7,100 00

LIBER 81 PAGE 604

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Alfred W. Anderson

and

Mary Anna Anderson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,571 Equity.

ORDERED, This 30 day of March, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of May next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of May, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge

Filed 18 May, 1953. Filed 30 Mar, 1953.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 1st, 1953

We hereby certify, that the annexed Order Nisi-Aud. Acct. Equity Number 10,571 Alfred W. Anderson was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of May, 1953 The first insertion being made the 2nd day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,571 Equity
WALTER S. CALWELL, Attorney Named In Mortgage
Vs.
ALFRED W. ANDERSON And MARY ANNA ANDERSON, His Wife.

Ordered, this 30th day of March, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 4th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-16

Filed 15 May, 1953

MG. 2997

17