Alfred H. Parks Deale, Maryland.	:	No. 10,499 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Mary Margaruite Parks, Spring Grove State Hospital, Catonsville, Md.	:	Anne Arundel County
	:	

: : : : : : : : : : :

Bill of Complaint

To the Honorable, the Judge of said Court:

Your Orator humbly complaining says:

1.

That by deed dated the 8th day of October, 1943, from George B. Woelfel, Trustee, the parties to this suit became vested as tenants by the entireties to all that parcel of land lying, being and situate in the Seventh Election District of Anne Arundel County and more particularly described as containing 0.151 acres of land, which said deed is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 20, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

2.

That being so seized and possessed on or about the 16th day of May, 1952, your Orator was divorced a vinculo matrimonii from the said defendant Mary Margaruite Parks and that title to the property then became held as tenants in common by virtue of law.

3.

That the said Mary Margaruite Parks is an inmate at Spring Grove State Hospital at Catonsville, Maryland, and has been such for a number of years.

Filed 11 June, 1958

4.

That the said real estate in these proceedings mentioned cannot be divided in kind without material loss or injury.

Wherefore, your Petitioner, prays:

1. That a trustee may be appointed by this Honorable Court to make sale of the real estate in these proceedings mentioned for the purpose of partition and to divide the proceeds arising therefrom among the parties entitled thereto according to their respective interests.
2. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel

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

NO STAMPS. GEO. B. WOELFEL

This Deed, made this 8th day of October, in the year 1943, by and between George B. Woelfel, Trustee, hereinafter called party of the first part, and Alfred H. Parks and Marguerite Parks, his wife, hereinafter called parties of the second part.

Whereas by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto, John S.W. Parks and Lina Lee Parks, his wife, did grant and convey the property hereinafter described unto George B. Woelfel, Trustee, in special trust and confidence, nevertheless, that he would immediately reconvey the said property unto the parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, and

Whereas in order to carry out the provisions of the said trust these presents are executed.

Filed 11 June, 1952. Re-filed 13 Sept., 1952.

Now, therefore, this Deed Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said party of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants by the entireties, all that lot or parcel of ground lying, being and situate in the Seventh Election District of Anne Arundel County and more particularly described as follows:

Beginning for the same at a point on the west side of the County Road leading from the Deale-Shadyside State Road to Herring Creek, said point being distant south 1° 00' west 147.85 feet from a nail in a stake found marking the southeast corner of the Manson property, thence running with the said side of said County Road south 1° 00' west 66 feet to a point; thence leaving said County Road and running south 87° 23' west 87.76 feet to a point, north 6° 42' west 66.04 feet and north 87° 23' 10" east 96.62 feet to the point of beginning. Containing 0.151 acres of land, more or less.

Being the firstly described parcel of land in the deed from John S.W. Parks and Lina Lee Parks, his wife, to George B. Woelfel, Trustee, dated October 8th, 1943, and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

Examined, Exh. A Plaintiff's Exhibit No. 1.

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

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 hand and seal of the Grantor.

Witness: GEORGE B. WOELFEL, (SEAL)

MARY M. HOFF TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 8th day of October, in the year 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee, and acknowledged the aforegoing deed to be his act as such trustee.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) MARY M. HOFF

NOTARY PUBLIC

Recorded 8th October, 1943, at 1:20 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. 294 Folio 20 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 10th day of June A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

Filed 9 Aug, 1952

Alfred H. Parks : No. 10,499 Equity
: In the
vs. : Circuit Court
: for
Mary Margaret Parks,
an incompent : Anne Arundel County
: :

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The petition of the complainant, Alfred H. Parks, respectfully shows:

1.

That on June 18th, 1952, the Sheriff of Baltimore County summoned the defendant, Mary Margaruite Parks, an incompetent, by reading and delivering to her a copy of the summons and the original bill of complaint filed in this cause, and, in addition thereto, a copy of the summons and bill of complaint was left with Dr. Isadore Tuerk, Superintendant of Spring Grove State Hospital, Baltimore County, Maryland, wherein the said Mary Margaruite Parks, an incompetent, is currently confined.

2.

That said defendant, Mary Margaruite Parks, being incompetent, cannot answer or defend herself in this case.

Wherefore, your petitioner prays:

1/ That a Guardian Ad Litem may be appointed to appear and answer on behalf of the said Mary Margaruite Parks, an incompetent.

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

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel,
Solicitor for petitioner

STATE OF MARYLAND, Anne Arundel County, to Wit:

I hereby certify that upon this 8th day of August, 1952, before me, the subscriber, a Notary Public of the State of

Maryland in and for the County aforesaid, personally appeared George B. Woelfel, Solicitor for the petitioner, who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial:

Mary M. Hoff
Mary M. Hoff,
Notary Public

- - - - - - - - - - - - - - -

ORDER OF COURT

Upon the foregoing petition and affidavit, it is this 9th day of August, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that J. Henry Zeller be, and he is thereby appointed Guardian Ad Litem in this cause for the defendant, Mary Margaruite Parks, an incompetent.

Benjamin Michaelson
Judge.

Filed 9 Aug., 1952.

Alfred H. Parks : No. 10,499 Equity
: In the
vs. : Circuit Court
: for
Mary Margaret Parks,
an incompetent : Anne Arundel County

: :

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judge of said Court:

The answer of Mary Margaret Parks, an incompetent, by J. Henry Zeller, her Guardian Ad Litem, respectfully shows:

1.

That the defendant, Mary Margaret Parks, being an incompetent, can neither admit nor deny the allegations of the Bill of Complaint and, therefore, prays the Court to protect her interests.

J. Henry Zeller

J. Henry Zeller,
Guardian Ad Litem.

Filed 13 Aug., 1952.

7

ALFRED H. PARKS,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
MARY MARGARUITE PARKS,	:	ANNE ARUNDEL COUNTY
DEFENDANT.	:	No. 10,499 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

September 9, 1952

Filed 13 Sept, 1952

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Alfred H. Parks, pages 2, 3.

Oscar Mann, pages 3, 4.

Alfred H. Parks, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Alfred H. Parks, Deale, Maryland.

2. Did you know Mary Margariute Parks?

A. Yes, she was my wife.

3. Did you and your wife, Mary Margariute Parks own any real estate in the Seventh Election District of Anne Arundel County?

A. Yes, a four-room bungalow on a lot at Deale, Maryland.

4. I show you a certified copy of a deed dated October 8, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 294, folio 20, by George B. Woelfel, Trustee, to Alfred H. Parks and Mary Margariute Parks, his wife, conveying a tract of land in the Seventh Election District of Anne Arundel County on the Deale--Shadyside Road to Herring Creek having a frontage of 66 feet and a depth of 96 feet approximately, which land was originally acquired from your mother and father, is that the property?

A. That is the right property.

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

5. You state that this property was improved by a four-room frame bungalow?

A. That's right.

6. What kind of heating system does it have?

A. None.

7. Plumbing?

A. Running water.

8. Are you and your wife now living together?

A. No we are divorced as of a decree of the Circuit Court for Anne Arundel County dated May 16, 1952.

(CERTIFIED COPY OF DIVORCE DECREE MARKED EXAMINER'S EX.B AND FILED HEREWITH)

9. Can that property be divided in kind between you and your wife without material loss or injury?

A. No.

10. Why is it not susceptible of partition?

A. You can't divide the house.

9

11. In your opinion, it is necessary for the property to be sold and the money divided?

A. That's right.

12. What in your estimation is the fair market value of this property?

A. I think $5000.00.

(Mr. Klawans)

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

Alfred H. Parks

Alfred H. Parks

::::::::

Oscar Mann, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Oscar Mann, Deale, Maryland.

2. How long have you lived in Deale?

A. Thirty years.

3. What is your occupation?

A. Real estate and developer.

4. You live close to the property in question, do you not?

A. Practically adjoining, one house in between.

5. Then you are familiar with the property owned by Alfred H. Parks and Mary Margaruite Parks?

A. Yes.

6. What is the size of the lot?

A. 66 feet by some 96 feet.

7. What improvements are on the property?

A. A four room bungalow, frame, with running water, bath; it is newly built in the last few years.

8. What kind of heat does it have, if any?

A. No central heating plant.

10

9. What in your estimation is the fair market value of that property?

A. I should say $5000.00. To back that statement I sold a bungalow almost directly across the road from it which was not in as good a location as this house, that was an old house, pebble dash, for $4650.00.

10. You are familiar with the values of property in that locality?

A. Yes.

(Mr. Klawans)

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

Oscar Mann

Oscar Mann

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in his 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 13th day of September 1952.

Emma M Cawood (SEAL)
Examiner

E.K. $10.00
K.H.McC. $5.00

ALFRED HALL PARKS,	:	NO. 4028 DIVORCES
VS.	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY.
MARY MARGARUITE PARKS.	:	

: : : : : : : :

DECREE OF DIVORCE.

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

It is thereupon this 16th day of May 1952 by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED That the Plaintiff Alfred Hall Parks, be and he is hereby divorced "a vinculo matrimonii" from the Defendant, Mary Margaruite Parks.

And the Court being satisfied that the said Mary Margaruite Parks is a lunatic and is presently confined in the Spring Grove State Hospital at Catonsville, Maryland, It is thereupon by the aforesaid Authority, Ordered, That before this decree shall become effective, the Plaintiff Alfred Hall Parks give bond to the State of Maryland, with a surety or sureties to be approved by this Court or the Clerk thereof in the penal sum of Five hundred ($500) Dollars, conditioned that he will pay the County Commissioners of Anne Arundel County the sum of thirty ($30) Dollars per month for the support and maintenance of the said Mary Margaruite Parks at the aforesaid Hospital, aforesaid sum being subject to further order of this Court, said sum to be paid for and during the term of the natural life of the said Mary Margaruite Parks or during the life of the Plaintiff should he predecease her but in event said Alfred Hall Parks should not predecease the said Mary Margaruite Parks, then and in that event as a further condition of said bond said Alfred Hall Parks shall pay her necessary reasonable funeral Bill.

AND the said Plaintiff shall pay the costs of these proceedings to-gether with a fee of Twenty-five Dollars to Defendant's Solicitor.

Benjamin Michaelson
JUDGE.

Filed 13 Sept., 1952.

9/9/52 Examined E. W. B.

10,499 Es.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 10th day of September, 1952.

John H. Hopkins

John H. Hopkins, 3rd.
Clerk

ALFRED H. PARKS : No. 10,499 Equity
: In the
vs. : Circuit Court
: for
MARY MARGAR~~ET~~ITE PARKS,
an incompetent : Anne Arundel County

: :

DECREE FOR SALE OF REAL ESTATE

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing to the Court that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury to the parties entitled thereto,

It is thereupon, this 25th day of September, 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Real Estate in these proceedings mentioned be sold and that George B. Woelfel be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Five Thousand ($5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily or weekly newspaper published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of deposit of Five Hundred ($500.00) Dollars in cash on the day of sale, balance to be paid upon the ratification of the sale, or all cash at the option of the purchaser, the deferred payment to bear interest at the rate of 6 per cent from the date of sale and to be secured to the satisfaction of the Trustee; and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an affidavit of

Filed 25 Sept, 1952

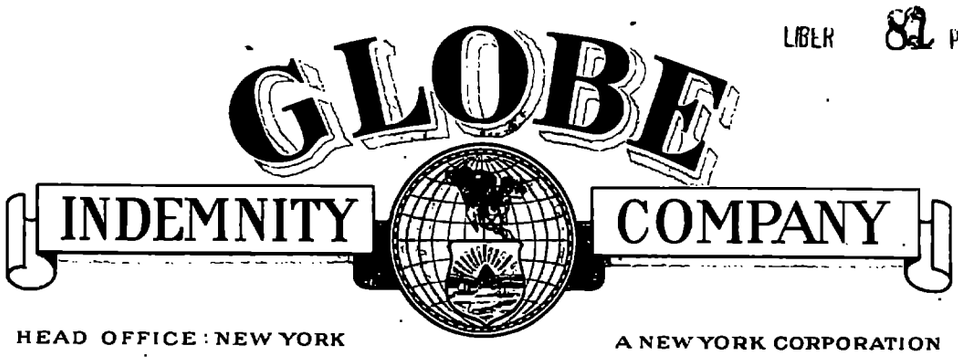
15'

the truth thereof and of the fairness of said sale annexed thereto; 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 Richardson
Judge.

G 28056

LIBER 82 PAGE 17



HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,499 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand ($5,000.00) Dollars, current money to be paid to the said State or to its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 3rd day of November, 1952.

Filed 3 Nov., 1952.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Alfred Parks, vs. Mary Margaruite Parks," No. 10,499 Equity, dated September 25, 1952, the above bounden George B. Woelfel was appointed Trustee to make sale of the property described in said proceedings, and whereas the said George B. Woelfel is about to execute said power and make sale of the property aforesaid;

NOW, THEREFORE, THE CONDITION of the above obligation is such, That if the above bounden does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said property, or to the proceeds thereof, then this obligation shall be void and of none effect; otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff
Mary M. Hoff

Patricia F. Grierson
Patricia F. Grierson

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 3 Nov., 1952.
John H. Hopkins, 3rd, Clerk.

ROBERT CAMPBELL - - - - - - - - - - Auctioneer

TRUSTEE'S SALE

— OF VALUABLE —

Fee Simple Property

A LOT 66 x 95 FEET ON THE DEALE-SHADYSIDE STATE ROAD IN THE 7TH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY. IMPROVED BY A FOUR-ROOM FRAME, ASBESTOS SHINGLE BUNGALOW, CONTAINING BATH, KITCHEN, TWO BEDROOMS AND LIVING ROOM, RUNNING WATER AND ELECTRICITY.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated September 25, 1952, and passed in a cause therein pending, No. 10,499 Equity, wherein Alfred Parks was plaintiff and Mary Margaruite Parks was defendant, the undersigned, George B. Woelfel, was duly appointed Trustee to sell the property hereinafter described and will sell the same at public auction at the Court House Door, Church Circle, Annapolis, on

Filed 3 Nov, 1952.

Monday, November 3, 1952

AT 11 O'CLOCK A.M.

All that lot of ground located on the west side of the County Road leading from the Deale-Shadyside State Road to Herring Creek, having a frontage of 66 feet on said County Road and a depth of approximately 95 feet, containing .151 acre of land. Being the same property conveyed to Alfred Parks and Mary Margaruite Parks, his wife, by George B. Woelfel, Trustee, by deed dated October 8, 1943, and recorded among the Land Records of said County in Liber JHH No. 294, folio 20. This property is improved by a four-room, frame, asbestos shingled bungalow, having bath, kitchen, two bedrooms, living room, running water and electricity.

TERMS OF SALE: A cash deposit of Five Hundred ($500.00) Dollars will be required from the purchaser on the date of the sale, balance to be paid upon the ratification of the sale, the deferred payment to bear interest at the rate of 6% from the date of sale and to be secured to the satisfaction of the Trustee, or all cash at the option of the purchaser, taxes to be adjusted to the date of sale.

For further particulars see George B. Woelfel, Trustee.

GEORGE B. WOELFEL, Trustee,
9-11 School Street,
Annapolis, Maryland.

Alfred H. Parks	:	No. 10499 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Mary Margaruite Parks	:	Anne Arundel County

: : : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

: : : : : : : : : : :

I hereby certify that upon this 3rd day of November, 1952, I sold the property described on the reverse side of this handbill to Alfred H. Parks at and for the sum of Five thousand two hundred fifty ($5250) Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal.

Witness
George B. Woelfel

Robert Campbell (Seal)
Robert Campbell, Auctioneer

November 3rd, 1952.

I or We hereby certify that 1/we have this day purchased the property described on the reverse side of this handbill from George B. Woelfel, Trustee, at and for the sum of Five thousand two hundred fifty Dollars and 1/we do hereby agree to compley with the terms of said sale.

Witness my/our hand and seal.

Alfred H. Parks (Seal)

Witness
George B. Woelfel

Alfred H. Parks	:	No. 10499 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Mary Margaruite Parks	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of the Circuit Court for Anne Arundel County, passed in the above entitled cause, dated the 25th day of September, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a 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 said City of Annapolis, on the 3rd day of November, 1952, at 11 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, lying, being and situate in the Seventh Election District of Anne Arundel County and described as follows:

All that lot of ground located on thw est side of the County Road leading from the Deale-Shadyside State Road to Herring Creek, having a frontage of 66 feet on said County Road and a depth of approximately 95 feet, containing .151 acre of land. Being the

Filed 3 Nov, 1952

same property conveyed to Alfred Parks and Mary Margaruite Parks, his wife, by George B. Woelfel, Trustee, by deed dated October 8th, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 294, folio 20.

And your Trustee sold the above described property to **Alfred H. Parks** at and for the sum of **Five thousand two hundred fifty** 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 ratification of the sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Trustee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 3rd day of November, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and facts set forth in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Stoff

Notary Public

ORDER NISI

Alfred H. Parks

versus

Mary Margaruite Parks

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,499 Equity

Filed 3 Nov., 1952.

Ordered, this 3 day of November, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 5,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Alfred H. Parks

versus

Mary Margaruite Parks

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Dec., 1952.

ORDERED BY THE COURT, This 9th day of December, 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
a-J.

22

LIBER 81 PAGE 23 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 10,499

Alfred H. Parks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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. 6588

23

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,499 Equity
ALFRED H. PARKS
Vs.
MARY MARGARUITE PARKS.

Ordered, this 3rd day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $5,250.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-27

Filed 9 Nov., 1952

In the Case of

Alfred H. Parks

VS.

Mary Marguerite Parks

In the

Circuit Court

For

Anne Arundel County

No. 10,499 Equity

To the Honorable, the Judges of said Court:

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

Filed 17 Mar., 1953.

March 10, 1953

All of which is respectfully submitted.

Laura B. Jackling
Auditor.

Dr. Alfred H. Parks vs. Mary Marguerite Parks in ac.

To Trustee for Commissions, viz:	189	64	189	64
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	33	25		
Gilbert G. Miller - Sheriff's costs	1	90		
J. Henry Zeller - Guardian ad litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	5	00		
Auditor - stating this account	13	50		
			77	65
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	28		
Capital-Gazette Press - handbills	10	28		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	20	00		
Oscar Mann - appraisal and testimony	15	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Clerk of Court - certified copies	1	25		
Mary M. Hoff - notary fee		50		
			123	36
BALANCE FOR DISTRIBUTION - $4,938.02				
Distributed as follows:				
To Alfred H. Parks - one-half $ 2,469.01				
LESS: Fee to George B. Woelfel for professional services (Order 2/24/53) 150.00	2,319	01		
To George B. Woelfel - fee for legal services rendered (Order of 2/24/53)	150	00		
To Mary Marguerite Parks - one-half	2,469	01	4,938	02
			5,328	67

with George B. Woelfel, Trustee

Cr.

1952						
Nov.	3	Proceeds of Sale	5,250	00		
		Interest on deferred payment to 2/3/53	71	25	5,321	25
		Refund 1952 State and County taxes ($45.14-adjusted)	7	42	7	42
					5,328	67

ORDER NISI LIBER 82 PAGE 27

Alfred H. Parks

VERSUS

Mary Marguerite Parks

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,499 Equity.

Filed 17 Mar., 1953

ORDERED, This 17 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 20 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 20 day of April next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of April, 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 Harrison
Judge.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 2nd, 1953

We hereby certify, that the annexed

Order Nisi - And Acct.
Equity 10,499
Alfred H. Parks

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of April, 19 53 The first insertion being made the 19th day of March, 19 53

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,499 Equity
ALFRED H. PARKS
Vs.
MARY MARGUERITE PARKS

Ordered, this 17th 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 20th 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 20th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-2

Filed April 21, 1953

MG-2965

28

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED	*	IN THE
	*	CIRCUIT COURT
and	*	FOR
BLANCHARD D. CARNEY, Assignee	*	ANNE ARUNDEL COUNTY
vs.	*	In Equity
HENRY J. CLAUSS	*	No. 10284

* * * *

MR. CLERK:

Please docket the above entitled case and file the accompanying Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated July 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 579, folio 554, and assigned to Blanchard D. Carney for the purposes of foreclosure, the original of which Mortgage being filed herein as "Plaintiffs' Exhibit No. 1".

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

Blanchard D. Carney, Assignee

Plaintiffs

Louis M. Clauss

Blanchard D. Carney

Blanchard D. Carney
3 East Lexington Street
Baltimore 2, Maryland

Solicitor for Plaintiffs

Filed 30 July, 1951.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—47

BOOK 57[illegible] PAGE 554

LIBER 89 PAGE 29

No. 10,284 Equity

This Mortgage, Made this 13th day of July

in the year one thousand nine hundred and fifty between HENRY J. CLAUSS, single

of ~~the~~ Anne Arundel County, in the State of Maryland, Mortgagor, and the

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED,

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagor

being a member of the said body corporate

has received therefrom an advance of Seven Thousand Dollars ($7000.00)

~~Dollars~~

on seventy (70) shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.; ~~being balance of the purchase price of the hereinafter described property and being so applied.~~

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

do th grant unto said Mortgagee

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the Fifth Election District of ~~the~~ Anne Arundel County, State of Maryland

at present known as No. Lot No. 10

and described as follows: Being all that lot known and designated as Lot No. 10 on the Plat of the Subdivision of the Clauss Property, said Plat being recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9 Plat 6.

Being part of the property described in a deed from John R. Corkran and Dorothea E. Corkran, his wife, to Henry J. Clauss, dated March 15th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 477 folio 158.

In the event of sale or transfer of this property subject to this mortgage anything herein to the contrary notwithstanding, the entire mortgage indebtedness shall immediately become payable in full without demand.

Filed 22 Jan., 1951

Filed 30 July, 1951

Belair Rd Bldg No 1

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining. ; including all heating, oil burner, plumbing and electrical apparatus fixtures and equipment contained therein.

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

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

AND the said Mortgagor , for himself, his heirs, executors, administrators and assigns, covenant s with the said Mortgagee its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said seventy shares of stock as dues, until the combined payment of dues shall amount to One hundred Dollars for each of said seventy shares, and also to pay weekly, the sum of Twelve cents for each of said shares, 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 One 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 No cents weekly, 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 authorizes the said Mortgagee, its successors or assigns or J. Calvin Carney , 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 Seventy 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.

WITNESS the hand and seal of the said Mortgagor

BOOK 579 PAGE 556

TEST:

J. Calvin Carney

Henry J. Clauss (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 13th day of July in the year one thousand nine hundred and fifty , before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared HENRY J. CLAUSS, single the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared J. DAVID LASSAHN President of Belair Road Building and Loan Association, Incorporated and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth. and further that he is president and agent of said body corporate and is duly authorized to make this affidavit.

As Witness my hand and Notarial Seal.

J. Calvin Carney, Notary Public

Recorded July 17th. 1950 at 9:40 A.M.

Baltimore, Maryland
July 17th, 1951

FOR VALUE RECEIVED, Belair Road Building and Loan Association, Incorporated assigns the within Mortgage to Blanchard D. Carney, for the purposes of foreclosure.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
President

MORTGAGE

FROM

TO

BLOCK NO.

Received for Record 19
at o'clock M. Same day recorded in
Liber No. Folio etc.,
Land Records of ,
and examined per
, Clerk.
Cost of Record, $

The Daily Record Company, Baltimore, Md.

5

LIBER 82 PAGE 33

10,284.

MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING & LOAN ASSN., INC.

Received for Record 17 Day of July 1957 at 9 o'clock A.M. and the same day recorded in Liber T.H.H. No. 79 Fol. 556 Land Records of Anne Arundel County.

John M. Hopkins Clerk

LAW OFFICES
J. CALVIN CARNEY
5TH FLOOR CENTRAL SAVINGS BANK BUILDING
CHARLES & LEXINGTON STS.
BALTIMORE, MD.

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

and

BLANCHARD D. CARNEY, ASSIGNEE

vs.

HENRY J. CLAUSS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

IN EQUITY

Plaintiff's Exhibit No. 1

Received for Record 30th Day of July 1957 at 3 o'clock P.M. and the same day recorded in Liber T.H.H. No. 79 Fol. 556 Land Records of Anne Arundel County.

John M. Hopkins Clerk

3.00
1.75

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 194 and Amendment thereto of Octo r 6, 1942

LIBER 82 PAGE 34

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED and BLANCHARD D. CARNEY, Assignee	IN THE CIRCUIT COURT ~~BALTIMORE CITY~~ ~~CIRCUIT COURT NO. 2~~ OF ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~
vs.	In Equity
HENRY J. CLAUSS	No. 10,284
	Docket_____ Fol._____

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated and made oath in lue form of law that he ~~(she)~~ knows the defendant herein, and that to the best of his ~~(her)~~ information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

Subscribed and sworn to before me this 26th day of July 19 51.

Phyllis J. Smith
Notary Public.

Filed 30 July, 1951

7

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 194 and Amendment thereto of Octo r 6, 1942

LIBER 82 PAGE 35

~~BELAIR ROAD BUILDING AND LOAN~~ ASSOCIATION, INCORPORATED and ~~BLANCHARD D. CARNEY, Assignee~~ vs. HENRY J. CLAUSS	IN THE CIRCUIT COURT ~~CIRCUIT COURT~~ OF ANNE ARUNDEL COUNTY ~~BALTIMORE CITY~~ In Equity No. 10,284
	Docket Fol.

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Blanchard D. Carney, Assignee

and made oath in lue form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Blanchard D. Carney
Blanchard D. Carney
Assignee

Subscribed and sworn to before me this 28th day of July 19 51.

Phyllis J. Smith
Notary Public.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE

Filed 30 July 1951.

LIBER 82 PAGE 36

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED
and
BLANCHARD D. CARNEY, Assignee

vs.

HENRY J. CLAUSS

IN THE

CIRCUIT COURT ~~NO. 2~~
FOR
ANNE ARUNDEL COUNTY
~~OR~~
In Equity

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Belair Road Building and Loan Association, Incorporated and Blanchard D. Carney, Assignee under the mortgage from Henry J. Clauss

to Belair Road Building and Loan Association, Incorporated dated the 13th day of July, 19 50, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 579 Folio 554

Amount of Loan	$7000.00
Paid on Account of Principal	294.00
Balance	6706.00
Expense Account - Short	17.27
	6723.27
Interest - 44 weeks @ $8.16 per week December 12, 1950 to and incl. October 9, 1951	359.04
Total	$7082.31

Belair Road Building and Loan Association, Incorporated

By Herbert F. Engelhardt
Herbert F. Engelhardt, Secty.

Blanchard D. Carney
Blanchard D. Carney, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 7th day of August in the year nineteen hundred and fifty-one, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Herbert F. Engelhardt, Secty. of Belair Road Building and Loan Association, Incorporated and Blanchard D. Carney, Assignee

the plaintiffs in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As Witness My Hand and Notarial Seal

Jeannine S. Helton
Notary Public

Jeannine S. Helton

Filed 27 Aug., 1951.

9

ASSIGNEE'S BOND
~~Receiver's Bond~~

LIBER 82 PAGE 37

KNOW ALL MEN BY THESE PRESENTS:

No. 10,284 Eq.

THAT WE Blanchard D. Carney, 3 East Lexington 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 Seven Thousand and 00/100 - - - - - - - - - - ($7,000.00) - - - 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 3rd day of August in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden Blanchard D. Carney by virtue of a degree of the Honorable the Judge of the ~~Circuit Court of Baltimore City~~ Circuit Court for Anne Arundel Co has been appointed ~~trustee~~ Assignee to sell Real Estate

mentioned in the proceedings in the case of Belair Road Building and Loan Assn., Inc.

vs.

Henry J. Clauss

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Blanchard D. Carney 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 29 Aug., 1951.

Phyllis J. Smith
Signed, sealed and delivered in the presence of

Frances L. Larkin
Frances L. Larkin

Blanchard D. Carney [SEAL]
Blanchard D. Carney

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Joseph F. Howell [SEAL]
Joseph F. Howell, *Attorney-in-Fact*

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That 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, 19[redacted]50

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.

August 3, 19 51 MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Approved this 29 Aug., 1951
John H. Hopkins, 3rd, Clerk.

10

E. T. NEWELL & COMPANY, INC.
1419 MARYLAND AVENUE BALTIMORE, MARYLAND

LIBER 82 PAGE 38

BLANCHARD D. CARNEY
Solicitor
3 E. LEXINGTON STREET
BALTIMORE, MARYLAND

MORTGAGE SALE

OF VALUABLE FEE-SIMPLE

Dwelling Property

Filed 31 Aug., 1951.

KNOWN AS LOT 10, MARIA AVE., NEAR GOVERNOR RITCHIE HIGHWAY NORTH OF GLEN BURNIE, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in Mortgage from Henry J. Clauss dated July 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 579, folio 554, etc. (default having occurred thereunder) and said Mortgage having been assigned to the undersigned for the purpose of foreclosure, the undersigned will sell at public auction at the Court House Door (main entrance) Annapolis, Maryland, on

Wednesday, Aug. 29, 1951

AT 3:00 P. M. DAYLIGHT TIME

all the piece or parcel of ground situate and lying in Anne Arundel County and described as follows:

All that lot of ground known and designated as Lot No. 10, on the Plat of the Sub-division of the Clauss property, near Governor Ritchie Highway, north of Glen Burnie, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6.

Size of Lot: 50 ft. x 174 ft. in fee simple; improved by two story cottage.

TERMS OF SALE: A cash deposit of $1,000.00 will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court for Anne Arundel County and to bear interest from the date of sale to date of settlement. Taxes and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

BLANCHARD D. CARNEY
Assignee

11

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED	*	IN THE
	*	CIRCUIT COURT
and	*	FOR
BLANCHARD D. CARNEY, Assignee	*	ANNE ARUNDEL COUNTY
vs.	*	In Equity
HENRY J. CLAUSS	*	
	*	

* * * * * *

REPORT OF SALE

RE: LOT 10, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Blanchard D. Carney, Assignee respectfully shows:

1. That said Blanchard D. Carney, as Assignee of Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated July 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 579, folio 554, in the sum of $7,000.00, covering Lot No. 10, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, pursuant to the terms of said Mortgage and the powers contained therein (default having occurred in the terms and conditions of said Mortgage) and after docketing the above-entitled suit, and after furnishing bond for the faithful performance of his duties which bond has been duly approved by the Clerk of this Court, and after having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than twenty days preceding the date of sale and by posting said property, and by short advertisements in the Sunday Sun and Sunday

Filed 31 Aug., 1951.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

12

American on the two Sundays preceding the date of sale, said Blanchard D. Carney, Assignee of said Mortgage as aforesaid, did pursuant to said notice on Wednesday, August 29, 1951, at 3:00 P.M. attend at the Court House Door (main entrance) Annapolis, Maryland, and then and there sold the fee simple property known as Lot No. 10, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, and as fully described in these proceedings and in the advertisement of sale attached hereto as part hereof unto Belair Road Building and Loan Association, Incorporated at and for the sum of Nine Thousand Four Hundred Dollars ($9,400.00), it being then and there and at that price the highest bidder therefor, said property being sold free and clear of any and all liens and claims against the same, such liens and claims being preserved against the proceeds of sale, said proceeds of sale to be distributed pursuant to future Order or Orders of this Court according to their legal priority, as per Order of this Court in the case of John DeGrange et al vs. Henry J. Clauss, In Equity, No. 10154, dated July 30, 1951.

Respectfully submitted,

Blanchard D. Carney
Assignee

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 30th day of August 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY aforesaid, personally appeared Blanchard D. Carney, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the Sale thereby reported was fairly made.

AS WITNESS My Hand and Notarial Seal.

Notary Public

ORDER NISI

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED, and BLANCHARD D. CARNEY, Assignee

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,284 Equity

Ordered, this 31 day of August, 19 51, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Blanchard D. Carney, Assignee, ~~XXXXXXXXX~~

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

The report states that the amount of sales to be $ 9,400.00.

John H. Hobbins 3rd. Clerk.

True Copy,

TEST: Clerk.

Filed 9 Aug, 1951

(Final Order)

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED, and BLANCHARD D. CARNEY, Assignee

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of October, 1951, 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 Nicholson
Judge

Filed 16 Oct, 1951.

LIBER 82 PAGE 42

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1951

We hereby certify, that the annexed

Order Nisi

Eq. 10,284

Belair Rd. Association

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 October, 1951. The first insertion being made the 6th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

No. MG. E 453

15

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,284 Equity

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED, and BLANCHARD D. CARNEY, Assignee

Vs.

HENRY J. CLAUSS.

Ordered, this 31st day of August, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Blanchard D. Carney, Assignee, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of October next.

The report states that the amount of sales to be $9,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST: 5-27

JOHN H. HOPKINS, 3rd., Clerk.

Filed 15 Oct., 1951

In the Case of

Belair Road Building & Loan Association, Incorporated, and Blanchard D. Carney, Assignee

vs.

Henry J. Clauss

In the

Circuit Court

For

Anne Arundel County

No. 10,284 Equity

To the Honorable, the Judges of said Court:

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

The Auditor further reports that the mechanics' lien claim of Fred Wiseman, trading as Wiseman Contracting Company, has not been allowed as a prior claim for the reason that it purports to be a lien on eleven lots of ground and the improvements thereon, and the claimant has failed to designate the proportion thereof claimed to be due on the property described in the mortgage filed in these proceedings, as required by Article 63 Section 21 of the Annotated Code of Maryland.

November 19, 1951

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 26 Nov. 1951.

16

Dr. Belair Road Building & Loan Association, Incorporated, and Blanchard D. Carney, Assignee, vs. Henry J. Clauss

			in ac.	
To Assignee for Fee, viz:	70	00		
To Assignee for Commissions, viz:	314	21	384	21
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	25		
Auditor - stating this account and two copies	18	00	49	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	72		
Capital-Gazette Press - handbills	12	44		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
"The Sun" - advertising sale	20	40		
News-Post-American - advertising sale	12	80		
Schmeiser & Schone, Agents -bond premium	28	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment of mortgage	1	75	148	11
To DeGrange Lumber Co. - in full for mechanic's lien claim filed, viz:				
Debt $ 1,948.94				
Interest from 12/29/50 to 8/29/51 77.96				
Court costs 23.00	2,049	90	2,049	90
To Belair Road Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgageclaim filed	6,848	29	6,848	29
			9,479	76
Amount of mortgage claim filed	7,082	31		
Cr. Amount allowed as above	6,848	29		
Balance subject to decree in personam	234	02		

17

with Blanchard D. Carney, Assignee Cr.

1951						
Aug.	29	Proceeds of Sale	9,400	00		
		Interest on deferred payment	73	62	9,473	62
		Refund 1951 State and County taxes - 4 months one day	1	75		
		Refund 1951 water main and sewer benefit charges -4 months one day	4	39	6	14
					9,479	76

18

ORDER NISI

Belair Road Building & Loan Ass'n Incorporated, and Blanchard D. Carney, Assignee

VERSUS

Henry J. Clauss

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,284 Equity.

Filed 26 Nov. 1951

ORDERED, This 26 day of November, 19 51, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 31 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 31 day of December next.

John R. Hopkins, Jr., Clerk

In the Circuit Court for Anne Arundel County

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

19

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED	*	IN THE
	*	CIRCUIT COURT
and	*	FOR
BLANCHARD D. CARNEY, Assignee	*	ANNE ARUNDEL COUNTY
vs.	*	In Equity
HENRY J. CLAUSS	*	No. 14, Folio 281 No. 10284

* * * * * *

FINAL ORDER

The above-entitled matter coming on for hearing in open court on Exceptions filed by Frederick Wiseman, trading as Wiseman Contracting Company to the Auditor's Account filed herein, counsel for the respective parties having entered into a Stipulation filed in this case, testimony having been taken, counsel for the respective parties having been heard, and the entire matter read and considered,

It is, this 17th day of January, 1952, by the Circuit Court for Anne Arundel County, In Equity, in the above entitled case, ADJUDGED, ORDERED and DECREED as follows:

1. That the lien claim of Frederick Wiseman, Trading as Wiseman Contracting Company be and the same is hereby allowed as a claim against Lot No. 10, Section 1, Marie Avenue, Glenburnie, as shown on a plat recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod E--9, Plat 6, in the sum of Ninety-four Dollars and Fifty-five Cents ($94.55) only with interest from March 14, 1951 to January 19, 1952 of Four Dollars and Eighty-one Cents ($4.81) or a total sum of Ninety-nine Dollars and thirty-six Cents ($99.36).

2. That the Auditor's Account herein be and the same is hereby finally ratified and confirmed, except that the sum of Ninety-nine Dollars and thirty-six Cents ($99.36) is hereby awarded to Frederick Wiseman, trading as Wiseman Contracting

Filed 17 Jan., 1952.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

20

Company for his said lien claim against said Lot No. 10, Section 1, Marie Avenue, and upon payment of said sum, said lien claim shall be released and discharged against said Lot No. 10, Section 1, Marie Avenue; that said claim of Belair Road Building and Loan Association, Incorporated, as allowed by the Auditor's Account herein, shall be reduced by the sum of Ninety-nine Dollars and Thirty-six Cents ($99.36) from Six thousand eight hundred forty-eight Dollars and twenty-nine cents ($6,848.29) to Six thousand seven hundred forty-eight Dollars and Ninety-three Cents ($6,748.93).

Benjamin Nicholson
Judge.

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

21

CORNELIA POTEE
Odenton, Maryland

VS.

RUSSELL POTEE, Odenton, Maryland
CHARLES N. POTEE, " "
JOHN R. POTEE, Infant," "
FELINA POTEE, Infant, " "
and
SALVATORE POTEE, non-resident
Defendants

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY # 10,542

***

BILL FOR PARTITION AMONG HEIRS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, by Linwood L. Clark and Louis M. Strauss, her Attorneys, complaining, says:

1. That Michael Potee, late of Anne Arundel County, Maryland, deceased, was in his lifetime seized and possessed of tracts or parcels of land lying in the 4th Election District in said County, and designated as:

Lots 13, 14, 15, 16, 17, 18 and 19, Section 11, Plat of Academy Md. (except so much of 18 and 19 to State Roads Commission). Reference, deed dated 9-6-47, recorded J.H.H. 429-171, from Mary C. Atkinson; a certified copy of which is herewith filed as plaintiff's Exhibit A.

Lots 1, 2, 3, and 4, Section 4, Plat of Academy Md. Reference, deed dated 1-21-48, recorded J.H.H. 452-289, from Mary C. Atkinson; a certified copy of which is herewith filed as plaintiff's Exhibit B.

Lots 21 and 22, Block 7, Union Realty and Improvement Co. Subdivision of Academy Md. Reference, deed dated 8-29-50, recorded J.H.H. 586-571, from Grover A. Culver, et al; a certified copy of which is herewith filed as plaintiff's Exhibit C.

Lots 20 and 23, Section 7, Academy Md. Reference, deed dated 11-4-50, recorded J.H.H. 597-588, from Mary C. Atkinson; a certified copy of which is herewith filed as plaintiff's Exhibit D.

2. That being so seized and possessed, the said Michael Potee departed this life on the 18th day of May, 1950, leaving surviving him a widow, your Oratrix, Cornelia Potee, who is of full age, residing in said County, and the following children:

a) Salvatore Potee, who is of full age, child of said Michael Potee's intermarriage with Libera Maria Bonsanto Potee of Italy,

b) Russell Potee and Charles N. Potee, both of full age, and John R. Potee, an infant, children of said Michael Potee and Agnes Potee, his second wife, who predeceased him, and,

c) Felina Potee, an infant, child of said Michael Potee and your Oratrix, Cornelia Potee, his third wife, who survived him as his lawful widow.

Filed 1 Aug., 1952

3. That at the death of said Michael Potee, his said first wife, Libera Maria Bonsanto Potee, who was still living, questioned the legality of his said second and third marriages, and claimed to be the surviving widow of said Michael Potee. This claim was disputed, resulting in issues of fact sent by the Orphans Court to the Law Court of Anne Arundel County for trial. Stipulations were agreed upon and filed in that case, resulting in a jury finding of fact and a judgment of the Court thereon validating all three marriages, with consequent legitimacy of all said children, on the presumption of law that a divorce of the first wife preceeded his second marriage. (Law No. 2713)

4. That said real estate might possibly admit of being divided among the parties entitled thereto, as aforesaid, without loss or injury to said parties, but that John R. Potee and Felina Potee, said infants being under the age of 21 years, they are incapable of making a partition of said land amongst themselves.

5. That the above named widow and five children constitute the sole heirs and next of kin of Michael Potee, deceased.

6. That an administration of the estate of Michael Potee was had in a receivership case, on the bill of Andrew E. Sears, a judgment creditor, Equity #9997 in the Circuit Court for Anne Arundel County, and that said creditor, Andrew E. Sears, and all claims filed against the estate of Michael Potee in said matter were fully paid, leaving a surplus to be distributed to the widow and children; that the auditor's account in the matter was then finally ratified and confirmed and the case closed.

7. That there remains in said estate, vested in said widow and children as heirs of said Michael Potee, the 15 lots hereinbefore enumerated.

WHEREFORE, your Oratrix respectfully prays:

1. That this Honorable Court pass a decree for the sale of the 15 lots of ground herein mentioned, and that the money arising therefrom be divided according to the respective interests and rights of the parties hereto.

2. That a trustee or trustees be appointed to make a sale of and to convey the foregoing property or properties to the purchaser or purchasers upon ratification of said sale or sales.

3. That guardians ad litem be appointed to appear for and answer this bill on behalf of said two infants, John R. Potee and Felina Potee.

4. That your Oratrix may have such other and further relief to which she may be entitled in Equity.

MAY it please your Honor to grant a writ of publication to the plaintiff directed to the defendant, a non-resident of Italy, his last-address at present unknown, requiring him to answer in person or by solicitor the above Bill of Complaint on or before the day of 1952, to show cause why the decree should not be granted as prayed.

Linwood L. Clark

Louis M. Strauss
Attorneys for plaintiff

Cornelia Potee

2

(MD. STATE STAMPS $.55; INT. REV. STAMPS $.55)

THIS DEED, Made this 26th day of August in the year Nineteen hundred and forty seven, by and between MARY C. ATKINSON, widow, of the City of Washington, in the District of Columbia, party of the first part and MICHAEL POTEE, of Anne Arundel County, in the State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten ($10.00) dollars and other good and valuable considerations, paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said party of the second part, his heirs and assigns, in fee simple;

ALL those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 13, 14, 15, 16, 17, 18 and 19, of Section 11 on the Plat of Academy, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B03, folio 29. Except so much of lots 18 and 19 in Section 11 which was heretofore conveyed by the said Mary C. Atkinson and Wade H. Atkinson, her husband, to the State of Maryland for the use of the State Roads Commission, by deed acknowledged April 2, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180, folio 13.

BEING a part of the same property conveyed to Wade H. Atkinson and Mary C. Atkinson, his wife, by Bruner R. Anderson, Attorney, by deed dated March 19, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 273; aee, also, confirmatory deed recorded among the said land Records in Liber J.H.H. No. 258, folio 360; the said Wade H. Atkinson having since departed this life.

TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same

Filed 1 Aug. 1952. Re-filed 30 Sept. 1952.

No. 10.5425 Potee v. Potee Equity Exh. 3 Plaintiff's Exhibit

Plaintiff's Exh. 'A'

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 the said party of the second part, his heirs and assigns, in fee simple.

AND the party of the first part hereby covenants that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances of the same as may be requisite.

WITNESS the hand and seal of the party of the first part.

Witness: /s/ Mary C. Atkinson (Seal)

Donn B. Thomas

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I hereby certify that on this 26th day of August in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the District of Columbia in and for the City of Washington aforesaid, personally appeared Mary C. Atkinson, widow and she acknowledged the aforegoing deed to be her act and deed.

As witness my hand and seal Notarial.

/s/ Donn B. Thomas
Notary Public, D.C.

(Notarial Seal) My Commission expires May 31,1952

Recorded-6th-Sept. 1947-at 11:15 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. 429, folio 171 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 31th Day of July A.D., 1952.

John H. Hopkins 3rd Clerk

4

(MD. STATE STAMPS $.55; INT REV. STAMPS $.55)

THIS DEED, Made this 26th day of September, in the year Nineteen hundred and forty seven, by and between MARY C. ATKINSON, widow, of the City of Washington, in the District of Columbia, party of the first part and MICHAEL POTEE, of Anne Arundel County, in the State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten ($10.00) dollars, and other good and valuable considerations, paid by the party of the second part to the said party of the first part, receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the party of the second part his heirs and assigns, in fee simple;

ALL those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 1, 2, 3 and 4 in Section 4 on the Plat of Academy, recorded among the Plat Records of Anne Arundel County in Cabinet 2 Rod B-3 folio 29.

BEING a part of the same property which was conveyed to Wade H. Atkinson and Mary C. Atkinson, his wife, by Bruner R. Anderson, Attorney, by deed dated March 19, 1930, and recorded among the Land Records of Anne Arundel County aforesaid in Liber F.S.R. No. 71 folio 273; see, also, confirmatory deed recorded among the said Land Records in Liber J.H.H. No. 258 folio 360; the said Wade H. Atkinson having since departed this life.

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, 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 the party of the second part, his heirs and assigns, in fee simple.

Filed 1 Aug., 1952.
Re-filed 30 Sept., 1952.

No. 10,542 Eq
Potee v Potee
Examiner's Exh. 4
E. Klavans
Examiner

Plaintiff's Ex "B"

5

AND the said party of the first part hereby covenants that she will warrant specially the title to the property hereby conveyed and that she will execute such other and further assurance thereof as may be requisite.

WITNESS the hand and seal of the party of the first part.

Witness: /s/ Mary C. Atkinson (Seal)

John A. Crow

State of North Carolina, Johnston County To Wit:

I hereby certify that on this 26th day of September, in the year Nineteen hundred and forty seven, before me, the subscriber, a Notary Public of the North Carolina, Johnson Co., in and for aforesaid, personally appeared Mary C. Atkinson, Widow, and She acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial,

J. C. Avery, Notary Public
(Notarial Seal) My Commission Expires Jan. 11, 1949

Recorded January 21st, 1948 at 12 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. 452, folio 289 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 31 day of July A.D., 1952.

John H Hopkins 3rd Clerk

6

(NO STAMPS REQUIRED)

THIS DEED, Made this 7th day of July, 1948, by and between GROVER A. CULVER and MABEL G. CULVER, his wife; ADDIE M. THOMAS, widow; MABEL S. DICKINSON and FERDINAND J. DICKINSON, her husband; and DESSIE O. NETTIE FORD, widow, all of the District of Columbia; and MOLLIE A. RUFFERT BOWMAN and CLARENCE BOWMAN, her husband, of the State of California, of the first part, GRANTORS; and MICHAEL POTEE, of Anne Arundel County and State of Maryland, of the second part, GRANTEE; WITNESSETH:

Filed 1 Aug., 1952.
Re-filed 30 Sept., 1952.

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said MICHAEL POTEE, his heirs and assigns, in fee simple, the following-described property situate, lying and being in the fourth Election District of Anne Arundel County aforesaid:

BEING Lots 21 and 22 in Block 7 in the Union Realty and Improvement Company's subdivision of a certain tract of land now called and known as Academy, the Plat thereof being recorded among the Plat Records of Anne Arundel County in Plat Cabinet No.2 Rod B-3, Plat 29.

BEING the same property which was conveyed to James B. Culver by J. Walter O'Boyle by deed dated February 5, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139, folio 198, the said James B. Culver having departed this life intestate on September 11, 1923, leaving as his heirs at law his widow, Sallie A. Culver, and his childern, Grover A. Culver, Addie M. Thomas, Mabel S. Dickinson, Dessie O. Nettie Ford and Mollie A. Ruppert (now Bowman); the said children of James B. Culver, with their respective spouses, having executed a deed for said property

No. 10,542 Eq
Potee v Potee
Examiner's Exh. 5
E/Clowers
Examiner

plaintiff's Exh. C

7

on February 14, 1924, unto Sallie A. Culver, which deed is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 75, folio 128, thereby vesting the entire title in Sallie A. Culver; the said Sallie A. Culver having departed this life intestate and without having remarried on the 18th day of March, 1935, leaving as her heirs at law her children, Grover A. Culver, Addie M. Thomas, Mabel S. Dickinson, Dessie O. Nettie Ford and Mollie A. Ruppert Bowman, the grantors herein.

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 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 MICHAEL POTEE, his 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.

AS WITNESS the hands and seals of said grantors.

WITNESS:

_____ as to /s/ Grover A. Culver (Seal)

_____ as to /s/ Mabel G. Culver (Seal)

_____ as to /s/ Addie M. Thomas (Seal)

_____ as to /s/ Mabel S. Dickinson (Seal)

_____ as to /s/ Ferdinand J. Dickinson (Seal)

_____ as to /s/ Dessie O. Nettie Ford (Seal)

_____ as to /s/ Mollie A. Ruppert Bowman (Seal)

8

_____ as to /s/ Clarence Bowman (Seal)

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 19th day of July, 1948 before me, the subscriber, a Notary Public in and for the District of Columbia personally appeared GROVER A. CULVER and MABEL G. CULVER, his wife, ADDIE M. THOMAS, widow; MABEL S. DICKINSON and FERDINAND J. DICKINSON, her husband, and DESSIE O. NETTIE FORD, widow; and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Thomas Mears, Notary Public, D.C.
My Commission expires July 18, 1952

STATE OF CALIFORNIA,

I HEREBY CERTIFY that on this 13 day of July, 1948, before me, the subscriber, a Notary Public of the State of California, in and for the county aforesaid, personally appeared MOLLIE A. RUPPERT BOWMAN and CLARENCE BOWMAN, her husband, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Frank J. Ruppert, Notary Public
My Commission Expires Mar. 6, 1951

Recorded- 29th August, 1950, at 10:20 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforesaid Deed is truly taken and copied from Liber J.H.H. No. 586, folio 571, 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 1 day of August A.D., 1952

John H. Hopkins 3rd Clerk

9

(NO STAMPS REQUIRED)

THIS DEED, Made this 26th day of May in the year Nineteen hundred and forty eight, by and between MARY C. ATKINSON, widow, of the City of Washington, in the District of Columbia, party of the first part and MICHAEL POTEE, of Anne Arundel County, in the State of Maryland, party of the second part.

WITNESSETH, That for and in consideration of the sum of Ten Dollars, and other good and valuable considerations, paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part has bargained and sold and by these presents does grant and convey unto the said party of the second part, his heirs and assigns, in fee simple;

Filed 1 Aug., 1952. Re-filed 3 Sept., 1952.

ALL those lots, pieces or parcels of ground situate, lying and being in the Fourth Election District of Anne Arundel County aforesaid, designated as Lots Numbers 20 and 23 Section 7 on the plat of Academy, recorded among the Plat Records of Anne Arundel County, in Cabinet No. 2 Rod B-3 folio 29.

BEING a part of the same property which was conveyed to Wade H. Atkinson and Mary C. Atkinson, his wife, by Bruner R. Anderson, Attorney, by deed dated March 19, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71 folio 273; see, also, confirmatory deed recorded among the Land Records aforesaid in Liber J.H.H. 258 folio 360, the said Wade H. Atkinson having since departed this life.

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, 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 the party of the second part, his heirs and assigns, in fee simple.

AND the said party of the first part hereby covenants that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances thereof

No. 10,542 Eq

Plaintiff Exh. "D"
Examiner's Exh. 6

Potee Potee
Examiner's Exh. 6
E. Clawar, Examiner

10

as may be requisite.

WITNESS the hand and seal of the party of the first part.

Test: Mary C. Atkinson (Seal)

John W. Crow

DISTRICT OF CLOUMBIA, CITY OF WASHINGTON TO WIT:

I hereby certify that on this 26th day of May in the year Nineteen hundred and forty eight, before me the sibscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared Mary C. Atkinson, widow, and she acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial,
(Notarial Seal) John W. Crow, Notary Public
My Commission Expires June 14, 1949

Recorded-4th November, 1950, 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 J.H.H. No. 597, folio 588, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affic the Seal of the Circuit Court for Anne Arundel County this 1st day of August A.D., 1952.

John H Hopkins 3rd Clerk

//

CORNELIA POTEE
Odenton, Maryland

VS.

RUSSELL POTEE, et. al.

*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,542 Equity

***

Linwood L. Clark
and Louis M. Strauss, Solicitors

In the Circuit Court of Anne Arundel County, State of Maryland, U.S.A., Equity No. 10,542 re. Cornelia Potee vs. Russell Potee, et. al.

ORDER OF PUBLICATION

The object of this partition suit is to sell certain land and divide proceeds amongst those entitled as widow and 5 children; the bill for partition among heirs under "Act to direct descents" filed in this cause alleges that one Michael Potee late of Anne Arundel County, State of Maryland, deceased, was in his lifetime seized and possessed of 15 lots or parcels of land, more or less, lying in said County, within the 4th Election District; that being so seized and possessed, the said Michael Potee, departed this life on or about the 18th day of May 1950 leaving among other heirs a son named Salvatore Potee, who is of full age, and is entitled to participate in the proceeds of a sale of said lots and a division of said proceeds thereof, as shown in said bill; that said son is a resident of Italy whose exact address is unknown.

It is thereupon this 1 day of August 1952 by the Circuit Court of Anne Arundel County, Maryland, ordered that the plaintiff, by causing a copy of this order to be inserted in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 8 day of September, 1952, giving notice to the absent dependant, Salvatore Potee of the object and substance of the bill warning him to be and appear in this honorable Court in person or by solicitor on or before the 24 day of September, 1952 to show cause if any he may have why decree should not be granted as prayed.

John H. Hopkins, 3rd, Clerk
~~Judge.~~

Filed 1 Aug., 1952.

12

CORNELIA POTEE * IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS.

RUSSELL POTEE
CHARLES N. POTEE
SALVATORE POTEE
JOHN R. POTEE, infant, and
FELINA POTEE, infant

EQUITY # 10,542

***

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Plaintiff in this cause respectfully represents unto your Honors:

1. That John R. Potee, infant defendant in this cause has been duly summoned.

2. That said infant defendant has no legal guardian.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant defendant, and suggests that C. Osborne Duval, who has no interest whatever in this suit, be appointed Guardian ad litem.

And, as in duty bound, etc.

Linwood L. Clark
Linwood L. Clark

Louis M. Strauss
Louis M. Strauss
Attorneys for Plaintiff

ORDER

ORDERED, by the Circuit Court of Anne Arundel County in Equity, on this 4th day of September, 1952, upon the foregoing Petition that Ostrane Dintale be and he is hereby appointed Guardian ad litem for the infant defendant named in the foregoing Petition, and he is hereby directed to appear and file his answer in John R. Potee's behalf.

Benjamin Michaelson
JUDGE

Filed 3 Sept., 1952.

Filed 4 Sept., 1952.

13

CORNELIA POTEE * IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

VS.

RUSSELL POTEE
CHARLES N. POTEE
SALVATORE POTEE
JOHN R. POTEE, infant, and
FELINA POTEE, infant

EQUITY # 10,542

***

PETITION AND ORDER APPOINTING GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Plaintiff in this cause respectfully represents unto your Honors:

1. That Felina Potee, infant defendant in this cause, has been duly summoned.

2. That said infant defendant has no legal guardian.

WHEREFORE, your Petitioner prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant defendant, and suggests that Noah A. Hillman, who has no interest whatever in this suit, be appointed Guardian ad litem.

And, as in duty bound, etc.

Linwood L. Clark
Linwood L. Clark

Louis M. Strauss
Louis M. Strauss
Attorneys for Plaintiff

Filed 3 Sept., 1952.

Filed 4 Sept., 1952.

ORDER

ORDERED, by the Circuit Court of Anne Arundel County in Equity, on this 4th day of September, 1952, upon the foregoing Petition that Noah A. Hillman, be and he is hereby appointed Guardian ad litem for the infant defendant named in the foregoing Petition, and he is hereby directed to appear and file his answer in Felina. Potee's behalf.

Benjamin Michaelson
JUDGE

14

CORNELIA POTEE,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
RUSSELL POTEE, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,542 EQUITY

* * * * *

ANSWER OF FELINA POTEE, INFANT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Felina Potee, infant, Defendant, by Noah A. Hillman, her guardian ad litem, respectfully shows:

1. That she is a minor and therefore unable to admit or deny the allegations of the Bill of Complaint.

2. That she submits her rights to the protection of this Court and the law applicable in such cases.

AND, as in duty bound, etc.

Noah A. Hillman
Guardian Ad Litem

Filed 8 Sept., 1952.

SERVICE OF COPY ADMITTED
September 8 1952
Linwood R. Evans
ATTORNEY FOR Plaintiff

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

15

CORNELIA POTEE,	*	NO. 10,542 EQUITY
Plaintiff,	*	IN THE
vs.	*	CIRCUIT COURT
RUSSELL POTEE, et. al.	*	FOR
Defendants,	*	ANNE ARUNDEL COUNTY

* * * * * * *

ANSWER OF GUARDIAN AD LITEM

* * * * * * *

Filed 10 Sept., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John R. Potee, infant Defendant, by C. Osborne Duvall, his Guardian Ad Litem, respectfully shows:

That he is a minor and therefor unable to either admit or deny the allegations of the Bill of Complaint in this Court exhibited against him, and he submits his rights to the protection of the Court.

And as in duty bound, etc.,

C. Osborne Duvall
Maryland Hotel Bldg.
Annapolis, Maryland

GUARDIAN AD LITEM

Service of copy admitted this 9" day of September, 1952.

Solicitor for Plaintiff

CORNELIA POTEE * NO. 10,542 EQUITY
Odenton, Maryland

IN THE

vs.

CIRCUIT COURT

RUSSELL POTEE, Odenton, Maryland
CHARLES N. POTEE, " "
JOHN R. POTEE, Infant " "
FELINA POTEE, Infant, " "
and
SALVATORE POTEE, non-resident
Defendants

FOR

ANNE ARUNDEL COUNTY

***

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Russell Potee and Charles N. Potee to the Bill of Complaint filed against them in this cause exhibited respectfully represents unto your Honors:

1. That they admit the allegations of Paragraphs 1, 2, 3, 5, 6, and 7 of said Bill of Complaint.

2. Answering the 4th Paragraph of said Bill of Complaint, they deny that said real estate might possibly admit of being divided among the parties entitled, but say that it is impossible to divide said real estate among the various parties in interest and that it would be to the advantage of all of the parties, including the infant defendants, that the property be sold and the proceeds divided among those entitled thereto.

Further, these Respondents say that they and their brothers and sisters are the owners of a two-third interest in the property and feel that they are entitled to representation in the appointment of Trustees to make sale of said property.

And as in duty bound, etc.,

Wm. T. Anderson
Solicitor for Respondents

I hereby certify that on this 9th day of September, 1952, I mailed a copy of the aforegoing Answer to Linwood L. Clark, Annapolis, Maryland, Attorney for Plaintiff.

Wm. T. Anderson
Solicitor for Respondents

Filed 10 Sept., 1952.

17

CORNELIA POTEE Odenton, Maryland VS. RUSSELL POTEE, Odenton, Maryland CHARLES N. POTEE, " " JOHN R. POTEE, Infant," " FELINA POTEE, Infant, " " and SALVATORE POTEE, non-resident Defendants	: : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY # 10,542

:::::::::

ANSWER OF SALVATORE POTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Salvatore Potee, non-resident, by Michele Dell'Aquila, his next friend and attorney-in-fact, by Isidor Roman, his solicitor, answering the Bill of Complaint in the above entitled case, says:

1. That he admits the allegations of Paragraph 1 of said Bill.

2. That he admits the allegations of Paragraph 2 of said Bill.

3. That he admits the allegations of Paragraph 3 of said Bill.

4. That he neither admits nor denies the allegations of Paragraph 4 of said Bill, but demands strict proof thereof.

5. That he admits the allegations of Paragraph 5 of said Bill of Complaint.

6. That he admits the allegations of Paragraph 6 of said Bill of Complaint, and states that distribution was finally made, but reference is hereby made to the Agreement be-

Filed 13 Sept. 1952

LAW OFFICES
ISIDOR ROMAN
EQUITABLE BUILDING
BALTIMORE, MD.

18

tween Libera Maria Bonsanto Potee, by Michele Dell'Aquila, her next friend and attorney-in-fact, and Cornelia Potee and the Receivers and Administrators of the Estate of Michael Potee mentioned in said Paragraph.

7. That he admits the allegations of Paragraph 7 of said Bill of Complaint.

WHEREFORE, your Respondent, having fully answered said Bill of Complaint, respectfully prays that he may be granted just and equitable relief in this cause.

AND, as in duty bound, etc.

Isidor Roman,
Solicitor for Salvatore Potee,
by Michele Dell'Aquila, his
next friend and attorney-in-fact.

I HEREBY CERTIFY, that on this 12th day of September, 1952, a copy of the aforegoing Answer was mailed to Linwood L. Clark, Esq., attorney for the Plaintiff.

Isidor Roman

LAW OFFICES
ISIDOR ROMAN
EQUITABLE BUILDING
BALTIMORE, MD.

CORNELIA POTEE,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
RUSSELL POTEE, ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 10,542 Equity
	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

September 27, 1952

Filed 30 Sept., 1952

Present:

Mr. Linwood L. Clark, Solicitor for Plaintiff.

Mr. Marvin I. Anderson, Solicitor for Russell and Charles N. Potee.

Mr. Noah A. Hillman, Guardian Ad Litem for Felina Potee.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Cornelia Potee, pages 2, 3, 4.

SIGNATURE WAIVED BY CONSENT OF COUNSEL.

Mr. Isidor Roman, Solicitor for Salvatore Potee,
and Mr. C. Osborne Duvall, Guardian Ad Litem for John R. Potee,
waived their appearances, and waived cross examination.

20

Cornelia Potee, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. State your name and address.

A. Cornelia Potee, Odenton, Md.

2. You are the widow of Michael Potee?

A. That's right.

3. When and where did Michael Potee die?

A. In Odenton, May 18, 1950.

4. Do you know Russell and Charles Potee?

A. Yes.

5. How are they related to Michael Potee?

A. Sons.

6. Are they of full age?

A. Yes.

7. Are they living in Anne Arundel County?

A. Yes.

8 Do you know John R. Potee?

A. How.

9. How is he related to Michael Potee?

A. Son.

10. Is he of full age?

A. No.

11. He is a minor?

A. That's right.

12. Is he living in Anne Arundel County?

A. That's right.

13. Felina Potee is an infant daughter of Michael Potee?

A. Yes.

14. She lives with you, her mother?

A. That's right.

21

15. What do you know about Salvatore Potee?

A. I don't know him; I understand he is a son of Michael Potee.

16. He lives in Italy?

A. Yes.

(NO. 2713 LAW, in which Salvatore Potee was determined to be a legitimate son of Michael Potee, filed as Examiner's Exhibit 1.)

17. Did Michael Potee have any other children than those I have named?

A. Not to my knowledge.

18. There are no deceased children?

A. No.

(CERTIFIED COPY OF ORDER OF PUBLICATION MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

(DEED DATED AUGUST 26, 1947, FROM MARY C. ATKINSON TO MICHAEL POTEE AND RECORDED IN J.H.H. NO. 429, folio 171, WHICH IS A CONVEYANCE OF SEVEN LOTS, MARKED EXAMINER'S EX. 3)

(DEED DATED SEPTEMBER 26, 1947, FROM MARY C. ATKINSON, WIDOW, TO MICHAEL POTEE AND RECORDED IN J.H.H. NO. 452, folio 289, CONVEYING TWO LOTS TO MICHAEL POTEE, MARKED EXAMINER'S EX. 4.)

(DEED DATED JULY 7, 1948 FROM GROVER A. CULVER AND MABEL G. CULVER, HIS WIFE, ET AL. TO MICHAEL POTEE, RECORDED IN J.H.H. NO. 586, folio 571, CONVEYING FOUR LOTS TO MICHAEL POTEE, MARKED EXAMINER'S EX. 5)

(DEED DATED MAY 26, 1948, FROM MARY C. ATKINSON, WIDOW, TO MICHAEL POTEE AND RECORDED IN J.H.H. NO. 597, folio 588, CONVEYING TWO LOTS TO MICHAEL POTEE, MARKED EXAMINER'S EX. 6)

19. Are any of these lots improved?

A. No.

20. Do you know the assessed value of these lots?

A. No.

(TAX BILLS SHOWING ASSESSED VALUE OF THESE FIFTEEN LOTS TO BE $1400.00 MARKED EXAMINER'S EX. 7 AND FILED HEREWITH)

21. Are these lots in these four deeds to your deceased husband suceptible of division in kind among the widow and the five children without loss to them?

A. No.

22

22. Are the heirs capable of making a division among themselves of these lots in this case without loss?

A. No.

23. Is it to the benefit and advantage of the infants that the lots be sold and the proceeds be divided among them?

A. I think so.

24. Why do you think it would be to their benefit and advantage?

A. I think the lots would be worth more now than later.

(Mr. Hillman)

1. Why do you think the lots could not be divided in kind among the heirs.

A. As I said before, one may prefer lots the others would want and it would cause difficulty and the lots are not of the same value; they have a 25 foot front and there are seven lots in one group, four lots in one group and two lots in another.

(Mr. Klawans)

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

23

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

Witness my hand and seal this 30th day of September 1952.

Emanuel K. Cowen (SEAL)
Examiner

E.K. $10.00
K.H.McC. $5.00

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,542 Equity

CORNELIA POTEE, Odenton, Maryland

Vs.

RUSSELL POTEE, et. al.

LINWOOD L. CLARK and
LOUIS M. STRAUSS, Solicitors

In the Circuit Court of Anne Arundel County, State of Maryland, U. S. A., Equity No. 10,542 re. Cornelia Potee vs. Russell Pottee, et. al.

ORDER OF PUBLICATION

The object of this partition suit is to sell certain land and divide proceeds amongst those entitled as widow and 5 children; the bill for partition among heirs under "Act to direct descents" filed in this cause alleges that one Michael Potee late of Anne Arundel County, State of Maryland, deceased, was in his lifetime seized and possessed of 15 lots or parcels of land, more or less, lying in said County, within the 4th Election District; that being so seized and possessed, the said Michael Potee, departed this life on or about the 18th day of May 1950 leaving among other heirs a son named Salvatore Potee, who is of full age, and is entitled to participate in the proceeds of a sale of said lots and a division of said proceeds thereof, as shown in said bill; that said son is a resident of Italy whose exact address is unknown.

It is thereupon this 1st day of August 1952 by the Circuit Court of Anne Arundel County, Maryland, ordered that the plaintiff, by causing a copy of this order to be inserted in some daily newspaper published in Anne Arundel County once a week for four successive weeks before the 8th day of September, 1952, giving notice to the absent dependant, Salvatore Potee of the object and substance of the bill warning him to be and appear in this honorable Court in person or by solicitor on or before the 24th day of September, 1952 to show cause if any he may have why decree should not be granted as prayed.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
8-28

No. 10,542 Eq
No. E. C. Potee vs Potee
24 Examined Feb. 2

Filed 30 Sept., 1952

LIBER 82 PAGE 73 OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 25, 1952

We hereby certify, that the annexed
Order of Publication
Equity Number 10,542
Cornelia Potee

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of September, 1952 The first insertion being made the 5th day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

E. Clowes - Examiner

LIBER 88 PAGE 74

7 4 2 1 | 7 4 M 1 | 7 4 H 2 1 | 7 4 T 2 1 | 7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN **1952** **4** DISTRICT

TAX BILL REAL ESTATE

Michael Potee

Lots 1-2-34 Block 4
Plat of Odenton Academy

FOR THIS YEAR'S TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

SPECIAL TAXES	RATE	AMOUNT
NO SPECIAL TAXES		
TOTAL SPECIAL TAXES		

ASSESSMENT	INDEX NUMBER
400.	

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

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.12

$1.72

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
400	688	25		713	

C92145X

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

26

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7 4 2 1 | 7 4 M 1 | 7 4 H 2 1 | 7 4 T 2 1 | 7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN **1952** **4** DISTRICT

TAX BILL REAL ESTATE

Michael Potee

Lots 13-14-15-16-17-18
& Pt. of 19 Sect. 11 200x100
Plat of Odenton Academy

FOR THIS YEAR'S TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

SPECIAL TAXES	RATE	AMOUNT
NO SPECIAL TAXES		
TOTAL SPECIAL TAXES		

ASSESSMENT	INDEX NUMBER
600.	1x387

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

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.12

$1.72

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
600	10.32	38		10.70	

Re-filed 30 days, 1952.

no. 19542 Potee v Potee
Examiner's Eqh 7
E. Clawson
Examiner

C92147X

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

25

7 4 2 1 | 7 4 M 1 | 7 4 H 2 1 | 7 4 T 2 1 | 7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

1952

TAX BILL
REAL ESTATE

DISTRICT 4

LIBER 89 PAGE 75

Michael Pine

Lots 21-22 Block 7
Part of Academy Addition

MO	DISCOUNT ST. ATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC.			1½%	5 %

FOR THIS YEAR'S TAXES ONLY

SPECIAL TAXES	RATE	AMOUNT
NO SPECIAL TAXES		
TOTAL SPECIAL TAXES		

ASSESSMENT	INDEX NUMBER
200.	12390

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

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.12

$1.72

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
200	344	13		357	

C92147X

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

27

7 4 2 1 | 7 4 M 1 | 7 4 H 2 1 | 7 4 T 2 1 | 7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

1952

TAX BILL
REAL ESTATE

DISTRICT 4

Michael Pine

Lots 20-23 Sec. 7
Plat of Academy

MO	DISCOUNT ST. ATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½%
JUN.				2 %
JUL.				2½%
AUG.				3 %
SEP.				3½%
OCT.			½%	4 %
NOV.			1%	4½%
DEC			1½%	5 %

FOR THIS YEAR'S TAXES ONLY

SPECIAL TAXES	RATE	AMOUNT
NO SPECIAL TAXES		
TOTAL SPECIAL TAXES		

ASSESSMENT	INDEX NUMBER
$150.	12388

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

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.12

$1.72

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
150	258	9		267	

C92147X

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

28

CORNELIA POTEE	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
RUSSELL POTEE, ET AL.	:	No. 10,542 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

November 8, 1952

Filed 14 Nov., 1952

Present:

Mr. Linwood L. Clark, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

William H. Riley, Jr., pages 2 and 3.

29

William H. Riley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Clark)

1. State your name and address.

A. William H. Riley, Jr., Linthicum Heights, Md.

2. What is your occupation?

A. County Assessor.

3. How long have you been tax assessor in Anne Arundel County?

A. Seven years.

4. Are you familiar with the fair market value of real estate in the vicinity of Odenton, Anne Arundel County?

A. Yes.

5. Was there recently made known to you the location of 15 unimproved lots as shown on the Plat of Academy, presently assessed to Michael Potee, to appraise them for the trustees in this case?

A. Yes.

6. Have you had an opportunity to make that inspection?

A. Yes.

7. Directing your attention to Lots 13, 14, 15, 16, 17, 18, and 19 in Section 11, Plat of Academy, what in your opinion is a fair and reasonable market value of those lots?

A. $800.00.

9. For all of them?

A. Yes.

10. Direction your attention to Lots 1, 2, 3, and 4, Section 4, Plat of Academy, what is your opinion as to the fair and reasonable market value of those lots?

A. $500.00.

11. For all of them?

A. Yes.

12. Directing your attention to Lots 20, 21, 22 and 23, Section 7, Plat of Academy, what is your opinion as to the fair and reasonable value for those lots?

A. $800.00 for all of them.

13. Then in your opinion the total value of these 15 unimproved lots is $2100.00, is that correct?

A. That is correct.

(Mr. Klawans)

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

William H. Riley Jr.
William H. Riley, Jr.

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

Witness my hand and seal this 14th day of November, 1952.

Emanuel Klawans (SEAL)
Examiner

K.H. McC. $5.00

CORNELIA POTEE * IN THE CIRCUIT COURT FOR

VS. ANNE ARUNDEL COUNTY

RUSSELL POTEE
CHARLES N. POTEE
SALVATORE POTEE
JOHN R. POTEE, infant,
FELINA POTEE, infant

EQUITY # 10,542

***

DECREE

The above case standing ready for hearing, and being submitted, the proceedings were by the Court read and considered, and it appearing that the parties hereto constitute all the parties in interest, all of whom are sui juris except John R. Potee and Felina Potee, for whom guardians ad litem have filed their answers on behalf of said infants, and each defendant subscribes to an answer in which each admits paragraph four of the Bill of Complaint, except Salvatore Potee, who neither admits nor denies, that the 15 lots in this case are not susceptible of division among the heirs and agrees to the sale petitioned for in the Bill of Complaint, as advantageous to all persons concerned, it is thereupon, this 15th day of ~~October~~ November, 1952, ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, that the properties mentioned in these proceedings be sold, that Linwood L. Clark and Marvin J. Cadwallader be and they are hereby appointed Trustees, to make sale thereof, and that the course and manner of their proceedings shall be as follows: That 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 or Clerk thereof, in penalty of Twenty-five Hundred Dollars ($25 00) conditioned for the faithful performance of the trust reposed in

Filed 15 Nov., 1952

33

them by this or any future decree or order in the premises; that they shall then proceed to make said sale to the highest bidder or bidders at public auction, or at private sale or sales, with the approval of this Court first had or obtained, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid as they shall think proper, of the time, place, manner, and terms of sale, which terms shall be: To require a deposit of at least ten per cent (10%) of the amount of the sale, on account of the purchase money on the day of sale, and as soon as may be convenient after such sale, the said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, 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 said 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 commission to 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.

Benjamin Mechaelson
JUDGE

34

CORNELIA POTEE	:	NO. 10,542 EQUITY
vs.	:	IN THE
RUSSELL POTEE, et al	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Linwood L. Clark, of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of twenty-five hundred dollars ($2500.00) to be paid to the said State or its certain attorneys, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 24th day of November in the year of our Lord one thousand and nine hundred and fifty-two.

WHEREAS, the above bounden Marvin I. Anderson and Linwood L. Clark were appointed Receivers by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated November 15, 1952, mentioned in the proceedings in the case of Cornelia Potee vs Russell Potee, et al, known as No. 10,542 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Linwood L. Clark do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Filed 24 Nov, 1952

35

Signed, Sealed & delivered
in the presence of

Linwood P. Clark (SEAL)

Marvin T. Anderson (SEAL)

Catherine N. Botts

NATIONAL SURETY CORPORATION
BY:

Marvin T. Anderson
Attorney-in-fact

NATIONAL SURETY CORPORATION NEW YORK

Approved this 24 Nov., 1932.
John H. Hopkins, 3rd, Clerk.

GEORGE SCIBLE - - - - - - - - - - - - - Auctioneer

LINWOOD L. CLARK, Solicitor
Maryland Hotel Building
Annapolis, Maryland

TRUSTEES' SALE

— OF —

THREE VALUABLE INDUSTRIAL LOCATIONS NEAR NATIONAL PLASTIC PLANT, ODENTON, FOURTH DISTRICT

By virtue of a decree of the Circuit Court of Anne Arundel County dated November 15, 1952, Equity No. 10,542, the undersigned Trustees will sell at public auction at the Court House Door on Church Circle, Annapolis, Maryland,

Tuesday, December 23rd, 1952

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

Filed 31 Dec., 1952.

FIRST GROUP — All those four 25-foot Lots Nos. 20, 21, 22, 23, Sec. 7, on Plat of Academy among the Plat Records of Anne Arundel County in Cabinet 2, Rod 3-B, folio 29, fronting 100 feet on Route 170 (or the easement area thereof), a grade A Highway, which runs from the Odenton and Jessups Highway 175 to Friendship Airport and Baltimore City, and running back about 187 feet to Washington Ave., and zoned Industrial. For title see 2 deeds to Michael Potee recorded in J. H. H. 586, folio 571, and 597, folio 588.

SECOND GROUP — All those seven 25-foot Lots Nos. 13, 14, 15, 16, 17, 18, 19, Sec. 11, Plat of Academy, as aforesaid, fronting 175 feet on Baltimore Ave., with a depth of 120 feet, and zoned Industrial. For title see deed to Michael Potee recorded in J. H. H. 429, folio 171, except so much of Lots 18 and 19 as was conveyed to the State Roads Commission by deed recorded in F. A. M. 180, folio 13.

THIRD GROUP — All those four 25-foot Lots Nos. 1, 2, 3, 4, Sec. 4, Plat of Academy as aforesaid, corner of Academy Street and Washington Ave., fronting 100 feet on Academy Street with a depth of about 90 feet and a rear of about 94 feet, and said to be zoned Industrial. For title see deed of Michael Potee recorded in J. H. H. 452, folio 289.

The above lots will be offered separately as groups, and bids reserved, subject to an excess bid for the combined group.

TERMS OF SALE: A cash deposit of 25% of the purchase price will be required at time of sale; balance in cash within 30 days; all expenses to be adjusted to day of sale.

LINWOOD L. CLARK,
MARVIN I. ANDERSON,
Trustees.

SEE OTHER SIDE FOR SALES MADE.

37

This is to certify that I sold the above three groups of Lots as an entirety to Jack Demyan Louis M Strauss the highest bidder at the sale above advertised for $1600.00 and that the sum of $ 400.00 was paid on account of said purchase.

DEC. 23, 1952

Auctioneer

Jack Demyan Jr.
Louis M Strauss

Buyer

Filed 31 Dec, 1952

38

CORNELIA POTEE * IN THE CIRCUIT COURT FOR

VS. ANNE ARUNDEL COUNTY

RUSSELL POTEE, et al EQUITY #10,542

***

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Linwood L. Clerk and Marvin I. Anderson, Trustees, appointed by decree of this Honorable Court, passed in the above entitled cause, dated the 15th day of November, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend the Court House Door in said City, on the 23rd day of December, 1952, at 11 o'clock, a.m., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the 4th Election District of Anne Arundel County, Maryland, and described as follows:

FIRST GROUP - All those four 25-foot lots Nos. 20, 21, 22, 23, Sec. 7, on Plat of Academy among the Plat Records of Anne Arundel County in Cabinet 2, Rod 3-B, folio 29, fronting 100 feet on Route 170 (or the easement area thereof), a grade A Highway, which runs from the Odenton and Jessups Highway 175 to Friendship Airport and Baltimore City, and running back about 187 feet to Washington Ave., and zoned Industrial. For title see 2 deeds to Michael Potee recorded in J.H.H. 586, folio 571, and 597, folio 588.

Filed 31 Dec., 1952

39

SECOND GROUP - All those seven 25-foot lots Nos. 13, 14, 15, 16, 17, 18, 19, Sec. 11, Plat of Academy, as aforesaid, fronting 175 feet on Baltimore Ave., With a depth of 120 feet, and zoned Industrial. For title see deed to Michael Potee recorded in J.H.H. 429, folio 171, except so much of Lots 18 and 19 as was conveyed to the State Roads Commission by deed recorded in F.A.M. 180, folio 13.

THIRD GROUP - All those four 25-foot lots Nos. 1, 2, 3, 4, Sec. 4, Plat of Academy as aforesaid, corner of Academy Street and Washington Ave., fronting 100 feet on Academy Street with a depth of about 90 feet and a rear of about 94 feet, and said to be zoned Industrial. For title see deed of Michael Potee recorded in J.H.H. 452, folio 289.

And your said Trustees sold the above described property to John Demyan, Jr., and Louis M. Strauss, as tenants in common, for the sum of One thousand six hundred dollars ($1,600.00), they being at that sum the highest bidder therefor, the terms of said sale being cash, a deposit of $400.00 required from the purchasers at the time and place of sale; balance of purchase money to bear interest from day of sale; final settlement within thirty (30) days.

A copy of the advertisement or handbill in this matter is herewith filed as a part of this proceeding.

Respectfully submitted,

Linwood L. Clark

Linwood L. Clark

Marvin I. Anderson

Marvin I. Anderson
Trustees

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31 day of December, 1952, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Linwood L. Clark and Marvin I. Anderson, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Naomi K. Cook

Notary Public

40

CORNELIA POTEE
VS
RUSSELL POTEE, et al

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY # 10,542

***

ORDER NISI

ORDERED by the Circuit Court for Anne Arundel County, this 31 day of December, 1952, that the sale of the property mentioned in these proceedings, made and reported by Linwood L. Clark and Marvin I. Anderson, Trustees, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9 day of February, 1953; provided a copy of this order be inserted in some ~~daily~~ newspaper, printed in the City of Annapolis, once in each of three successive weeks, before the 9 day of February, 1953.

The report states the amount of the sale to be $1,600.00.

John H. Hopkins, 3rd, Clerk
Judge

Filed 31 Dec., 1952

41

LIBER 82 PAGE 88 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
EQUITY NO. 10,542
CORNELIA POTEE
Vs.
RUSSELL POTEE, et al.

ORDERED by the Circuit Court for Anne Arundel County, this 31st day of December, 1952, that the sale of the property mentioned in these proceedings, made and reported by Elnwood L. Clark and Marvin L. Anderson, Trustees, appointed by a decree of this Court to make said sale, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 9th day of February, 1953, provided a copy of this order be inserted in some daily newspaper, printed in the City of Annapolis, once in each of three successive weeks, before the 9th day of February, 1953.

The report states the amount of the sale to be $1,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-29.

Filed 11 Feb. 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3rd, 1953

We hereby certify, that the annexed Order Nisi - Sale Equity Number 10,542 Cornelia Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of February, 1953. The first insertion being made the 8th day of January, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 9287

42

CORNELIA POTEE
VS.

RUSSELL POTEE, et al

* IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EQUITY # 10542

***

FINAL ORDER OF RATIFICATION ON SALE
OF TRUSTEES

ORDERED by the Circuit Court of Anne Arundel County, this 13th day of February, 1953, that the sale made and reported by the Trustees aforesaid be, and is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustees are allowed the usual commissions and such proper expense as they shall produce vouchers for to the auditor.

Benjamin Michaelson
Judge

Filed 13 Feb., 1953.

43

In the Case of

Cornelia Potee

vs.

Russell Potee,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,542 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 5 Mar., 1953.

March 4, 1953

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. Cornelia Potee vs. Russell Potee, et al

in ac.

To Trustees for Commissions, viz:	80	00	80	00
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	53	50		
Jos. W. Alton - Sheriff's costs	5	80		
Jos. C. Degan - Sheriff's costs	1	25		
Noah A. Hillman - Guardian ad litem's fee	4	00		
C. Osborne Duvall -Guardian ad litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	10	00		
Auditor - stating this account	18	00	126	55
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	35	00		
Capital-Gazette Press - advertising sale	29	07		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	12	00		
George W. Scible - auctioneer's fee	35	00		
William Riley - appraisal and testimony	10	00		
Linwood L. Clark - fee for legal services (Order of 2/24/53)	100	00		
Clerk of Court - certified copies deeds	4	50	249	26
To Trustees for Taxes, viz:				
1952 State and County taxes ($25.47 - adjusted)	24	98	24	98

LIBER 82 PAGE 92

BALANCE FOR DISTRIBUTION - $1,119.21					
Distributed as follows to heirs of Michael Potee, viz:					
To Cornelia Potee, widow - one-third	$ 373.07				
LESS direct inheritance tax	3.73	369	34		
To Salvatore Potee, son - two-fifteenths	149.23				
LESS direct inheritance tax	1.49	147	74		
To Russell Potee, son - two-fifteenths	149.23				
LESS direct inheritance tax	1.49	147	74		
To Charles N. Potee, son - two-fifteenths	149.23				
LESS direct inheritance tax	1.49	147	74		
To John R. Potee, son - two-fifteenths	149.23				
LESS direct inheritance tax	1.49	147	74		
To Felina Potee, daughter - two-fifteenths	149.22				
LESS direct inheritance tax	1.49	147	73		
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		11	18	1,119	21
				1,600	00

45

with Linwood L. Clark and Marvin I. Anderson, Trustees Cr.

1952				
Dec.	23	Proceeds of Sale	1,600 00	1,600 00
				1,600 00

46

LIBER 82 PAGE 94

ORDER NISI

Cornelia Potee

VERSUS

Russell Potee,

et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,542 Equity.

Filed 5 Mar., 1953.

ORDERED, This 5 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 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.

Filed April 14, 1953

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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Weghacker, Judge.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1st, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity Number 10,542

Cornelia Potee

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of April, 1953 The first insertion being made the 12th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. MG 4677

48

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,542 Equity

CORNELIA POTEE
Vs.
RUSSELL POTEE, et al.

Ordered, this 5th 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 13th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Aune Arundel County, once in each of three successive weeks before the 13th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-26

Filed April 14, 1953

J-9- 461.

LIBER 82 PAGE 95

THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY, a corporation of the State of Maryland,	:	IN THE
	:	CIRCUIT COURT NO. 2
Plaintiff,	:	OF
vs.	:	BALTIMORE CITY
FRANCES B. W. DALTON,	:	No. 10,726 Equity
Defendant	:	

.....

BILL OF COMPLAINT FOR DECLARATORY DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of The Real Estate and Improvement Company of Baltimore City respectfully shows:

1. By Deed dated June 26, 1931, and recorded among the Land Records of Anne Arundel County in Liber No. 89, folio 28&c., a tract of land, situate on the south side of Pennington Avenue, extending eastwardly from the east shore of Curtis Creek and containing twelve acres, more or less, was granted and conveyed by The Title Holding Company to the Plaintiff in fee simple. A photostatic copy of said Deed, marked "Plaintiff's Exhibit 1", is filed herewith and made a part hereof. Theretofore said The Title Holding Company had, on behalf of the Plaintiff, purchased said tract of land and the remaining land conveyed by said Deed from the Mercantile Trust Company of Baltimore and Samuel K. Smith, Trustees for the total sum of $125,000 and said tract containing in all 37.229 acres was conveyed in fee simple by said Trustees to said The Title Holding Company by Deed dated December 12, 1930, and recorded among the Land Records aforesaid in Liber No. 81, folio 467&c. A photostatic copy of said Deed, marked "Plaintiff's Exhibit 2", is filed herewith and made a part hereof. Said tract of land, conveyed as aforesaid to the Plaintiff by the abovementioned Deed dated June 26, 1931, lies partly in Anne Arundel County and partly in Baltimore City. The part of Plaintiff's said tract of land containing twelve acres, more or less, is bounded on the north and northeast by Pennington Avenue, on the west and southwest by the waters of Curtis Creek and on the south and southeast by a tract

Filed 18 May, 1953.

of land belonging to the Defendant Frances B. W. Dalton and hereinafter described.

2. By a Deed of Partition dated August 18, 1909, and recorded among the Land Records of Anne Arundel County in Liber C.W. No. 68, folio 314&c., a tract of land, then containing forty-nine acres, more or less, situate to the south and east of the smaller tract of land, referred to in Paragraph 1 hereof, and extending eastwardly from the east shore of Curtis Creek and northerly to the south side of Pennington Avenue, was allotted and conveyed to the Defendant in this cause, who subsequently married Joseph C. Dalton. Attached to said Deed was a plat and survey of the three parcels of land thereby partitioned between the parties thereto, prepared by A. Boulden & Co. and dated July 20, 1909. Photostatic copies of said Deed of Partition and plat, marked "Plaintiff's Exhibit 3", are attached hereto and made a part hereof.

As will appear by reference to the copy of said plat, the same discloses no road of any kind running on or across either that portion of Lot No. 2, as shown thereon, which was subsequently acquired by the Plaintiff as set forth in paragraph 1 hereof, or on or across Lot No. 3, which is shown thereon and which was conveyed to the Defendant thereby, and the only road shown on said plat is a County road, indicated as such, and running in a southeasterly direction from a bridge over Curtis Creek through said Lot No. 2 and binding on and adjacent to most of the northern boundary of said Lot No. 3. The County road thus shown on said plat is now known as Pennington Avenue and is hereinafter referred to by that name. Said Defendant's tract of land is contiguous to the south and southeast sides of the tract of land belonging to the Plaintiff.

Said Frances B. W. Dalton is now seised and possessed of said tract of land which is improved, in part, by small wooden bungalows or shacks of insubstantial construction. Said bungalows or shacks were built on small lots of irregular size, which are contiguous to the waters of Curtis Creek and are occupied by tenants of the Defendant under oral monthly leases. A plat of the

two tracts of land, described in Paragraphs 1 and 2 hereof and belonging, respectively, to the Plaintiff and Defendant, marked "Plaintiff's Exhibit 4", is filed herewith and made a part hereof. Said tract of the Plaintiff is outlined in orange on said plat and that of the Defendant in yellow thereon.

3. In addition to the twelve shacks or bungalows located on said tract of land belonging to the Defendant, fifteen similar shacks or bungalows are located on the tract of land belonging to the Plaintiff. Like those on the land of the Defendant, the lots on which they are erected are of small and irregular size and are contiguous to the waters of the east side of Curtis Creek, and they are occupied by tenants of the Plaintiff under oral monthly leases.

4. Beginning at a point in the south side of Pennington Avenue, at a distance of approximately two hundred and fifty feet east of the east side of the Pennington Avenue Bridge over Curtis Creek, a dirt road (hereinafter called "the Creek Road") extends southeastwardly from said Avenue and runs in front of the lots, leased by the Plaintiff as set forth in Paragraph 3 hereof, in a course generally parallel to the east shore of said Creek across the land of the Plaintiff, crosses the boundary line between the land of the Plaintiff and the land of the Defendant at a point about eighty feet east of said Creek and continues in a southeasterly course and then an easterly course and generally parallel to the east shore of said Creek and ends in front of the southernmost of said lots on the land of said Defendant.

5. Some time after its acquisition of said tract of land, as set forth in Paragraph 1 hereof, the Plaintiff learned that the Defendant claimed that she had the legal right to use the Creek Road not only by virtue of the Deed of Partition, referred to in Paragraph 2 hereof, but also by prescription. The Plaintiff then denied, has since denied and now denies, the right of the Defendant to use the Creek Road and has further denied, and now further denies, either that the Defendant was granted such right by

said Deed or acquired the same by prescription. Furthermore, the Plaintiff has heretofore, and does now claim in the alternative, that, if the Defendant has the right to use so much of said Creek Road as runs over the Plaintiff's land, then for the same reasons and to the same extent the Plaintiff has the right to use so much of the same as runs over the land of the Defendant; and the Plaintiff has advised the Defendant of its said claim. As a result of the claims made respectively by the Plaintiff and Defendant, as in this paragraph set forth, a controversy concerning the same and concerning the questions of whether the Defendant has any easement or right of way over the Plaintiff's land and the right, specifically, to use said Creek Road, located on the Plaintiff's land, and the right of the Plaintiff to use so much of the Creek Road as is located on the Defendant's land, arose between the parties to this cause and the consequence of such controversy was the litigation between the parties hereto hereinafter described.

6. The controversy between the Plaintiff and the Defendant, described in Paragraph 5 hereof, led to negotiations between the Defendant and her said husband Joseph C. Dalton on the one hand and the officers and agents of the Plaintiff on the other hand and between their respective attorneys for the purpose of reaching a settlement thereof. Although the same were at first unsuccessful, in 1944, as a result of the continuation of such negotiations, the terms of a formal instrument to settle the controversy were agreed upon by said attorneys, acting on behalf of their respective clients. Thereafter, a draft of said instrument was agreed upon by said attorneys and was submitted to the Defendant and her said husband by her then attorney, the Honorable Robert France. A copy of said instrument, marked "Plaintiff's Exhibit 5", is attached hereto and made a part hereof. There is also filed herewith as "Plaintiff's Exhibit 6" a copy of an aerial photograph which is referred to in said instrument. The road referred to herein as the Creek Road is the road shown in green on said aerial photograph.

4

Under the terms of said settlement the parties hereto agreed that none of the parties to said instrument "has any easement, right of way or rights, title or interest of any kind in, to or over any portion of said roadway *** that is located upon the land of the other or any portion of any other roadway located upon the land of the other and that nothing herein shall be construed to prevent the parties of the first part from closing at any time any other roadway now or hereafter located on their land or the party of the second part from closing at any time any other roadway now or hereafter located on its land." In effect, the Defendant agreed in said instrument that she had no legal right to use said Creek Road over the Plaintiff's land and, in consideration of such an agreement on her part, the Plaintiff thereby granted permission to the Defendant and her tenants to use the same on the conditions therein set forth and subject to the Plaintiff's right of revocation of such permission as therein provided.

On or about December 11, 1944, the Defendant and her said husband came to the office of their said attorney for the purpose of executing said instrument but, after discussion, decided that they would not execute the same and instead proposed to their said attorney that they discontinue the use of said Creek Road and at their expense erect a barrier across the same in the form of an extension of the fence already erected on their land, to follow along the boundary line between said two tracts of land and to be located on the land of the Defendant, Frances B. W. Dalton, and to extend from the east side of said Creek Road approximately eighty feet to the east shore of Curtis Creek which would have completely separated her said tract of land from the Plaintiff's tract. The Defendant also proposed that she would give her tenants an outlet from their dwellings to the main driveway, located entirely on the Defendant's tract of land and running over the same from Pennington Avenue in a southerly direction and to the east of said dwellings.

At this same time, there existed another controversy between the Plaintiff and the Defendant over the right of the

latter and of the tenants of the latter, who occupied a small farm on her land situate to the east of said Creek Road, to use a second dirt road lying on the land of the Plaintiff. Said second dirt road runs from Pennington Avenue in a southeastwardly direction across the Plaintiff's land to a point in the boundary line between its land and the Defendant's land, which point is adjacent to a gate in a wooden fence. Said fence is located entirely on the Defendant's tract of land, was erected and has at all times been maintained and repaired on behalf of the Defendant at her expense and extends along the boundary line from a point where the same intersects the south side of Pennington Avenue to the point where said Creek Road crosses the same approximately eighty feet east of Curtis Creek. Said second dirt road had been used as a means of access to and from said Pennington Avenue by the Defendant's tenants occupying said small farm located on her land. The Defendant claimed that she had a prescriptive right to use this said road and this right the Plaintiff denied. This collateral controversy was also the subject of negotiation between the Plaintiff and Defendant at the same time as those hereinbefore in this paragraph referred to took place; and, on December 11, 1944, when the Defendant and her said husband went to the office of their said attorney as aforesaid, they also proposed that they would give her said tenants of said farm exit to the main driveway, entirely located on her said tract of land and running in a southerly direction from Pennington Avenue to the east of said farm, and would replace the gate through which said tenants were then passing, with a solid fence, thereby effectively closing said road.

As a result of all of said proposals by the Defendant, after the same were made and discussed with her said attorney, he did, in the presence of the Defendant and her husband and at their request, dictate and send to one of the attorneys for the Plaintiff a letter setting forth the same. Said letter was duly received and a copy thereof, marked "Plaintiff's Exhibit 7", is filed herewith and made a part hereof. Under date of December 14, 1944, said

6

attorney for the Plaintiff addressed to said attorney for the Defendant a reply, a copy of which, marked "Plaintiff's Exhibit 8", is filed herewith and made a part hereof.

After said exchange of letters and acting in reliance thereon, the Plaintiff permitted the Defendant and her tenants to continue to use said Creek Road and said dirt road to said small farm, both running across the Plaintiff's land, and refrained from instituting legal proceedings for the purpose of preventing such use, which it had threatened to do if said controversy were not settled by the parties.

The aerial map mentioned in the two letters hereinabove referred to is the aerial photograph herewith filed as "Plaintiff's Exhibit 6". The plat and the aerial photograph filed herewith as Exhibits 4 and 6, respectively, are the same plat and photograph filed with the Amended Bill of Complaint hereinafter referred to and the road in said Amended Bill of Complaint referred to as the Creek Road and shown on the said aerial photograph in green is referred to in the said Amended Bill of Complaint as "Dirt Road No. 1."

7. Thereafter, from time to time, said attorney for the Defendant informed said attorney for the Plaintiff that the Defendant had been compelled by the weather of December of 1944 and of January and February of 1945 to postpone the removal of the gate in said fence and the replacement thereof by a new section of fence, the extension of said fence to the waters of Curtis Creek and the building of said new road over the land of the Defendent to connect with the main driveway thereon. After the end of February of 1945 the Defendant by her said attorney advised the Plaintiff that she and her husband had changed their minds and would not do the things which they had in their said letter proposed to do.

8. Thereafter, on July 14, 1945, the Plaintiff filed a Bill of Complaint against the Defendant and her said husband in the Circuit Court for Anne Arundel County alleging that the exchange of letters between the said attorney for the Defendant and her husband

and its attorney constituted an agreement of settlement of said controversy and praying specific performance of the same. An Amended Bill of Complaint was filed February 14, 1947, in said case by the Plaintiff and a Demurrer of the Defendant thereto was overruled by the Honorable James Clark on March 27, 1947. From an Order overruling this Demurrer the Defendants in said suit appealed to the Court of Appeals of Maryland which reversed said Order and directed that the Plaintiff's Amended Bill be dismissed with costs to the Appellants. In its opinion, filed November 19, 1947, the Court of Appeals held that the letter from the attorney of the Defendant and her husband to the attorney for the Plaintiff did not constitute a legal offer capable of acceptance by the Plaintiff and that therefore there was no contract between the parties. On December 19, 1947, the mandate of the Court of Appeals was filed with the Clerk of the Circuit Court for Anne Arundel County who entered the same day the following docket entry: "Order reversed and Bill dismissed with costs to the Appellants."

9. Since that time the controversy between the parties as to the aforesaid use by the Defendant of that part of the Creek Road lying on the Plaintiff's tract of land has continued and still continues. The Defendant, however, instructed the tenants of said small farm to discontinue using the second dirt road running across the Plaintiff's land, as set forth in Paragraph 6 hereof, to the south side of Pennington Avenue. Thereafter, said tenants put in a road leading from said farm to the main driveway which runs into the land of the Defendant in a southerly direction and from a point in the south side of Pennington Avenue lying immediately to the east of the easternmost boundary of the Plaintiff's land. Thereafter, said tenants discontinued the use of said second dirt road over the Plaintiff's land and had access to Pennington Avenue over said road from their farm to the main driveway on the property of the Defendant and over the latter thence to Pennington Avenue. Said tenants closed said gate and kept the same closed thereafter

and the opening of the same across the land of the Plaintiff was then, with the knowledge and acquiescence of the Defendant, barred from use thereafter by means of certain ties and other heavy pieces of wood which the Plaintiff caused to be placed on its land adjacent thereto. Since the filing of its decision in the aforesaid case by the Court of Appeals and since the occurrence of the events hereinbefore in this paragraph described, the attorneys for the parties to this cause have continued efforts at reaching a settlement of the controversy now existing between the parties hereto but the same have proved unsuccessful.

10. This Bill of Complaint is brought under the provisions of Article 31A of the Annotated Code of Maryland (1947 Cumulative Supplement) and particularly under Sections 1 and 6 thereof. The Plaintiff avers that an actual controversy exists between it and the Defendant, as hereinbefore in this Bill specifically set forth, and that antagonistic claims are present between the Plaintiff and the Defendant which indicate imminent and inevitable litigation. The Plaintiff further avers that no special form of remedy is provided by statute for the type of case set forth in this Bill of Complaint. Finally, the Plaintiff believes and therefore avers that it is entitled to have its right to own, hold and possess its said tract of land free and clear of any adverse claim, by deed, by prescription or otherwise, of the Defendant to use the same as a means of ingress and egress to and from said tract of land belonging to the Defendant, adjudicated and declared by this Honorable Court.

TO THE END THEREFORE:

(1) That this Honorable Court will declare by its decree that the Defendant has no right, either at law or in equity and whether by Deed or by prescription or otherwise, to use the Creek Road, located as aforesaid on the Plaintiff's said tract of land; or, in the alternative,

(2) That, if this Honorable Court should hold that the Defendant has the right to use so much of said Creek Road as runs over the Plaintiff's land, then this Honorable Court will declare by its decree that the Plaintiff has the right to use so much of

9

said Creek Road as runs over the land of the Defendant; and

(3) That the Plaintiff might have such other and further relief that its case may require and to the Court may seem just.

The Plaintiff prays that a Writ of Subpoena may be issued to Frances B. W. Dalton, resident of the State of Maryland, whose address is York Road, Sparks, Baltimore County, Maryland, commanding her to appear in this Honorable Court on some day to be therein named and answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

(S) John S. Stanley
(S) Marvin I. Anderson
(S) D. Heyward Hamilton, Jr.

The Real Estate and Improvement Company of Baltimore City,

By: (S) E. H. Burgess
Vice-President

(S) Hershey, Donaldson, Williams & Stanley
Attorneys for Plaintiff

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 22nd day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared E. H. Burgess, Vice-President of The Real Estate and Improvement Company of Baltimore City, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(S) Rowland Gosnell
Notary Public

10

THE REAL ESTATE AND IMPROVEMENT COMPANY OF BALTIMORE CITY, a corporation of the State of Maryland	:	IN THE
	:	CIRCUIT COURT NO. 2
Plaintiff	:	of
vs.	:	BALTIMORE CITY
FRANCES B. W. DALTON,	:	Docket 59A
Defendant	:	Page 151

No. 10,726 Equity

Filed 18 May, 1953

DECLARATORY DECREE

The appeal heretofore prayed in this case by the defendant having been duly heard and determined by the Court of Appeals, and the said Court, by its decree, bearing date the 11th day of December, 1952, having reversed in part and affirmed in part the decree of this Court of February 13, 1952, and remanded the case to the end that a decree might be entered in accordance with the opinion and decree of the Court of Appeals, and the mandate of the said Court of Appeals having been transmitted and delivered to this Court,

It is thereupon this 23rd day of March, 1953, ADJUDGED, ORDERED, DECREED, and DECLARED by the Circuit Court No. 2 of Baltimore City as follows:

1. That the defendant, Frances B. W. Dalton, has no right, either at law or in equity, by deed or by prescription, to enter upon or use in any way the road referred to in the pleadings and evidence as the "second dirt road" or "Farm Road", on a tract of land, which is owned by The Real Estate and Improvement Company of Baltimore City, which is described in a deed to said Company from The Title Holding Company dated June 26, 1931 and recorded among the Land Records of Anne Arundel County in Liber 89, folio 28, etc. and which land is situate on the south side of Pennington Avenue and extending eastwardly from the east shore of Curtis Creek.

2. That the defendant, Frances B. W. Dalton, has the prescriptive right to enter upon and use the road referred to in

the pleadings and evidence as "the first dirt road" or "Creek Road" or "Shore Road", in the manner now used upon and across a tract of land owned by The Real Estate and Improvement Company of Baltimore City, which is described in the deed dated June 26, 1931, hereinabove referred to, which said road is described by a survey made by S. J. Martenet & Co. dated 20th day of January 1953, with additions dated January 21, 1953 as follows:

Beginning for the center line of said road, twenty feet wide, at a point on the Southwest side of Pennington Avenue, formerly Hawkins Point Road, 70 feet wide, located South 78 degrees and 17 minutes East 341.30 feet from the Southeast corner of the concrete coping below the concrete post of the Southernmost concrete railing at the East end of the bridge over Curtis Creek; said point also being on the curve having a radius of 3090.36 feet at the distance of 43.36 feet Northwesterly from the end of said curve and running thence the seven following courses and distances, to wit:

(1) By a curve to the left having a radius of 39.43 feet, a distance of 51.31 feet, the long chord of which bears South 23 degrees and 42 minutes East 47.75 feet;
(2) South 60 degrees and 58 minutes East 60.00 feet;
(3) South 55 degrees and 05 minutes East 163.00 feet;
(4) South 32 degrees and 05 minutes East 113.00 feet;
(5) South 30 degrees and 35 minutes East 145.00 feet
(6) South 17 degrees and 25 minutes East 140.00 feet and
(7) South 5 degrees and 36 minutes East 133.91 feet to

a point in the fifth line of the land described in the deed from The Title Holding Company to The Real Estate and Improvement Company of Baltimore City dated June 26, 1931 and recorded among the Land Records of Baltimore City in Liber S.C.L. No. 5233, folio 45 etc., and the Land Records of Anne Arundel County in Liber F.S.R. No. 89, folio 28 etc. distant South 76 degrees, 35 minutes and 20 seconds West 674.00 feet from a lime stone monument heretofore planted at the beginning of said fifth line.

At the intersections of the following lines of the above description, stone markers have been buried on the center line at a depth of approximately nine inches:-

(a) Lines 2 and 3
(b) Lines 4 and 5
(c) Lines 5 and 6
(d) Lines 6 and 7

The courses in the above description are referred to the True Meridian established by the Topographical Survey Commission of Baltimore City.

3. And it is also ordered that the costs in this Court and in the Court of Appeals be paid by the plaintiff.

W. Cornell Smith
Judge

State of Maryland,
City of Baltimore, ss:

LIBER 82 PAGE 107

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint for Declaratory Decree filed 23rd day of May, 1950; and Declaratory Decree signed 23rd day of March, 1953.

now on file in this office in the cause therein entitled

The Real Estate and Improvement Co. of Balto. City
-vs-
Frances B. W. Dalton

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 15th day of May A. D. 19 53.

John S. Clarke
Clerk.

Fritz J. Witt, Shadyside, Md.	:	No. 9964 Equity
	:	
vs.	:	In the
	:	Circuit Court
L. Levine Hartge, Shadyside, Maryland. Levine F. Hartge, 626 Edgewood Ave. or St. ? Baltimore, Maryland, Allan M. Hartge, 108 East St., Annapolis, Md.	:	for Anne Arundel County
	:	

: : : : : : : : : :

BILL OF COMPLAINT

Filed May 26 1950

To the Honorable, the Judges of said Court:

Your Orator, humbly complaining, says:

1.

That on or about the 23rd day of February, 1950, your Orator Fritz J. Witt and Vennie Witt, his wife, were seized and possessed of a tract of land for more than twenty-five years containing 2 acres 3 roods and 6 perches in the Eighth Election District of Anne Arundel County, excepting 1/8th of an acre which was conveyed to the West River Mutual Beneficial Association by James M. Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, it being the same parcel of land that was conveyed to Fritz J. Witt and Vennie Witt, his wife, by deed from Thomas E. Atwell, dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel hereof as fully as though the same were incorporated herein at length.

2.

About twenty years ago, your Orator invited L. Levine Hartge to come into his home and live and board with him and his

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.

wife, which said invitation one of the defendants L. Levine Hartge accepted and has continued to live with your Orator down to the date of the filing of this bill.

3.

That your Orator and L. Levine Hartge have been such good friends that the said Defendant mentioned in this paragraph was not even required to pay board.

4.

That during the year 1947 your Orator, being then 81 years of age, suffered a stroke of paralysis which caused him to use a cane after he had recovered sufficiently to move about and last year when your Orator was 83 he suffered the second stroke which confined him to bed and a wheel chair making an invalid out of him.

5.

That during the interim, the defendant L. Levine Hartge, continued to live with your Orator and his wife whose mind had become impaired and he told your Orator that if he desired him to remain in the home and help with the same it would be necessary for your Orator and his wife to transfer all of their real estate to him. Said Defendant likewise promised that if said real estate were deeded to him that he would provide for the Grantors the rest of their lives and permit them to live in the house on the said property and under the circumstances aforesaid the defendant, L. Levine Hartge, who is 38 years old, had one of his sons procure the services of William J. Boehm, attorney at law, in Annapolis, to prepare the deed conveying the entire property worth approximately $7,500 to himself and two sons, to wit: Levine F. Hartge and Alla M. Hartge, as joint tenants, said deed being dated the 24th day of February, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 559, folio 118, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 2.

6.

That as soon as the Defendants procured this deed for which they have paid no monetary consideration, the defendant L. Levine

Hartge had been threatening to eject your Orator and his wife from the premises and have them pensioned and put them in an old folks home.

7.

That within thirty days after the conveyance aforesaid your Orator's wife departed this life and left your Orator still a hopeless invalid in a wheel cahir.

8.

That your Orator has no children and the attorney for the Defendants is now writing to your Orator's nephews and nieces chatising them for taking a recent interest in their uncle and informing them that they should arrange to take care of their uncle and unless definite action is taken on or before the 22nd day of May the matter will be turned over to proper legal authorities.

9.

That your Orator being an invalid 84 years of age has no means of making a livelihood nor of employing anyone to take care of him during the few remaining days he has to live in this world but if the real estate that was fraudulently taken from him is returned he would have sufficient capital to live on the rest of his life without seeking public aid.

To the end, therefore:

1. That the deed dated February 24th, 1950, from Fritz J. Witt and Vennie Witt, his wife, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge be declared null and void.
2. That your Orator may have such other and further relief as his case may require.

And as in duty bound, etc.

George B. Woelfel

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

3

($1.50 REV. STAMP)

THIS DEED, Made this fourteenth day of January in the year Nineteen hundred and twenty five by Thomas E. Atwell, divorced, of the first part and Fritz J. Witt and Vinnie Witt, his wife, of the second part, all of 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 Thomas E. Atwell has bargained and sold and by these presents does grant and convey unto the said Fritz J. Witt and Vinnie Witt, his wife, as tenants by entireties, their heirs and assigns, in fee simple: All that tract, part of a tract, piece or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County aforesaid, near Shady Side and containing two (2) acres, three (3) roods and six (6) perches of land, more or less, except one eighth of an acre of land which was conveyed to the West River Mutual Beneficial Association by James M. Munroe and wife by deed dated on the tenth day of September, Eighteen hundred and ninety eight and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, Being the same property which was conveyed to the said Thomas E. Atwell by Louis Nowell and Amy Nowell, his wife, by deed dated on the thirty first day of May in the year Nineteen hundred and eleven and recorded among the Land Records aforesaid in Liber G.W. No. 86 folio 22, The description to the tract conveyed with the one eighth of an acre included may be found in the deed from James Revell Trustee to Richard P. Coates dated October the twenty second, Eighteen hundred and eighty seven and recorded among the Land Records aforesaid in Liber S.H. No. 31, folio 368.

Plaintiff's Exh. No. 1

Pl. Exh. 1

TOGETHER with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters,

4

privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described tract of land with its appurtenances unto and to the proper use and benefit of them the said Fritz J. Witt and Vinnie Witt, his wife, as tenants by entireties, their heirs and assigns, in fee simple.

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: Thomas E. Atwell (SEAL)

Myrtle Sturm

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that on this fourteenth day of January in the year Nineteen Hundred and twenty five before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Thomas E. Atwell and acknowledged the aforegoing deed to be his act and deed.

WITNESS my hand and seal Notarial.

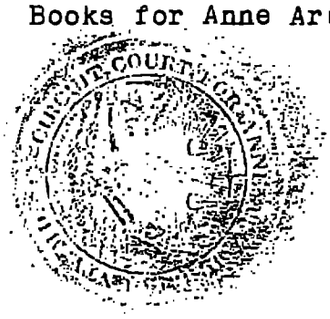
(NOTARIAL SEAL) Myrtle Sturm,

Notary Public

Recorded 14th. January, 1925, at 2 o'clock P.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. 99, folio 64, one of the Land Record Books for Anne Arundel County.



IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of May A.D., 1950.

John H. Hopkins 3rd Clerk

5

(INT. REV. STAMP $1.65) (MD. STATE STAMP $1.65)

THIS DEED, made this 24th day of February, in the year 1950, by and between Fritz J. Witt and Vinnie Witt, his wife, parties of the first part, and L. Levine Hartge, Levine, F. Hartge, and Allan M. Hartge, parties of the second part; all parties of Anne Arundel County, Maryland.

WITNESSETH, that for and in the consideration of the premises and the further sum of Ten ($10.00) Dollars, the receipt of which is hereby acknowledged, the said parties of the first part, Fritz J. Witt and Vinnie Witt, his wife, do hereby bargain and sell, grant and convey unto the parties of the second part, at joint tenants and not as tenants in common, their heirs and assigns, in fee simple, all that tract or parcel of land located in the Eight Election District of Anne Arundel County, Maryland, described as follows:

ALL THAT LOT OR PARCEL of ground, situate, lying and being in the Eight Election District of Anne Arundel County, near Shadyside, containing two (2) acres, three (3) roods and six (6) perches of land, more or less, except one eighth of an acre of land which was conveyed to the West River Mutual Beneficial Association by James Munroe, and wife, by deed dated tenth day of September, Eighteen Hundred and Ninety-eight and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11 folio 97.

BEING the same property which was conveyed to Fritz J. Witt and Vinnie Witt, his wife, by Thomas E. Atwell by deed dated January 14, 1925, and recorded among the Land Records of Anne Arundel County in Liber WNW No. 99, folio 64.

TOGETHER with the building and improvements thereon, made or being, and all 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 L. Levine Hartge, Levine F. Hartge, and Allan M. Hartge, as joint tenants and not as tenants in common, their heirs and assigns in fee simple forever.

Plaintiffs Exh No 2

AND the said parties of the first part hereby covenant that they have not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted and conveyed; and they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the within named grantors.

TEST:

Murry Selsky — Fritz J. Witt (SEAL)

Murry Selsky — Vinnie Witt (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Fritz J. Witt and Vinnie Witt, his wife, the above named grantors, and they each acknowledged the foregoing Deed to be their Act and Deed.

(NOTARIAL SEAL) — William J. Boehm

Notary Public

Recorded 27th February 1950, at 12 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. 559, folio 118, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of May A.D., 1950.

John R. Hatelsma 3rd Clerk

LIBER 82 PAGE 115

Fritz J. Witt

vs.

L.Levine Hartge
Levine F. Hartge
Allan M. Hartge

No 9964

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

In Equity

* * * * * * *

DEFENDANTS' ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of L. Levine Hartge, Levine F. Hartge and Allan M. Hartge to the Bill of Complaint in this cause, by William J. Boehm their Solicitor, r spectfully shows:

1. That they admit the allegations contained in paragraph one of the Bill of Complaint.

2. That they admit the allegations contained in paragraph two of the Bill of Complaint.

3. That they admit the al egations contained in paragraph three in reference to the invitation extended to L. Levine Hartge and that he later accepted and lived with your complainant. They also admit to the allegations that they were such good friends and that no board was required from him inasmuch , considerable food, produce and wood were furnished from L.Levine Hartges farm for use by your complaintant up and until the year 194-, since which date your respondent has expended an average of $25.00 per week for groceries and household supplies for use in said house by your complainant and his late wife and your respondent; also your respondent paid for coal and fuel oil for heating said house, since that date, as well as paid taxes, insurance, medical and doctor bills on behalf of your complainant and his late wife, in addition thereto, your respondent furnished money at various and sundry times to your complainant and his late wife for their use.

4. That they neither admit nor deny the allegations contained in paragraph four of the Bill of Complaint and demand strict proof thereof.

Filed June 20 1950

THIS 20 DAY OF June
Chas J. Morell
CLERK

ADMITTED

5. That they deny the allegations contained in paragraph five as relating to said promise of conveyance to your respondent and that he would provide for your complainant for the rest of his life, but they admit that William J. Boehm prepared a deed for the transfer of said property at the request of all parties hereto and after lengthy discussion with all of said parties.

6. That your respondents emphatically denies the allegations contained in paragraph six and further shows that your respondent on or about April 21,1944, did pay unto Robert Burwell et al a sum of $550.00 to pay in full a defaulted mortgage on behalf of your complainant for which your respondent received an assignment therefor. And during the years, 1944 to 1950, your respondent has expended a considerable sum of money for rebuilding, remodeling, painting, repairing, heating and erection of new addition to said house for which a second mortgage was executed as part security therefor, to L.LEvine Hartge in the amount of $2000.00. said mortgage being executed on or about February 6, 1945. That since the assignment of said first mortgage and the execution of said second mortgage, your respondent has not received any interest thereon nor has he received any payment upon said principal.

7. And further answering, he emphatically denies the allegation relating to ejectment of your complainant, but shows that your complainant being an invalid and unable to take care of himself, is being supervised by a County Health Nurse, who at the instance of your complainant, requested assistance, and through the efforts of Doctor Basil and said Health Nurse, arranged to have your complainant taken to a hospital for proper care and treatment, your complainant being satisfied, consented, but due to recent interest of relatives, who advised your complainant not to leave the premises, your complainant refused to be removed to said hospital, but remained in said house. This required great care and constant attention of your respondent who is an aged man in his eighties.

9

7. That they admit the allegations contained in paragraph seven of said Bill of Complaint.

8. That they neither admit nor deny the allegations contained in paragraph eight but show that during the first week in April, 1950, relatives of y ur complainant visited the office of William J. Boehm requesting information pertaining to the transfer of property and requested a copy of said deed to be sent to them as they were aware that Mr. Hartge was not in a position to take care of your complainant and that they would see that your complainant would be taken care of properly. And since which date no provisions have been made for said care and that your aged respondent has been constantly embarassed and chastised by visiting relatives that your respondent has suffered irreparable injury to his health and suffered great discomfort.

9. That they emphatically deny the allegations contained in paragraph nine referring to fraudulent conveyances of said property but in answering thereto, show, that said transfer was made at the instance and request of your complainant and his late wife in an attempt to repay your respondent for all his expenditures made on their behalf. And when said cause shall come on to be heard, your respondent will show to the Court that said expenditures have been more than $5281.21.

10. Answering generally, your respondent shows that in the year 1944, the property in question was run down, dilapidated and old, in bad need of repair. Your complainant being unable to meet his obligations as well as being in bad health and no financial resources, was unable to repair said house or meet his obligations. Your respondents' great friendship for your complainant and his late wife, loaned considerable money on their behalf in addition to caring after said property and said aged people.

WHEREFORE having answered the Bill of Complaint, these respondents pray to be hence dismissed with their costs.

And as in duty bound, etc.

Will J. Boehm
Attorney For Respondent.

10

Fritz J. Witt

vs

L Levine Hartge et al

IN THE CIRCUIT
COURT FOR ANNE ARUNDEL
COUNTY
Equity # 9964

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

MOTION TO DISMISS

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The motion of L Levine Hartge et al, by William J. Beehm their Solicitor, respectfully shows:

1. That the Bill of Complaint was filed in the above entitled case on May 26, 1950, and answer was filed on June 20, 1950.

2. That said case was set for trial several times and due to circumstances, a postponement was granted.

3. That the Respondents have requested the Complaints' Solicitor to amend the Bill to make all the heirs a party to the cause as the original Complainant has departed this life.

4. That said amended Bill has not been filed, though requested several times to do so by the Respondents' Solicitor.

5. That the property in question is now vacant and is subject to destruction - breaking of windows and doors, and your Respondents are suffering irreparable damage and injury in the premises.

Therefore, it is respectfully prayed by the Respondents that an order be passed in the premises requiring the Complainants to amend the Bill of Complaint or require the Complainants to show cause why the said Bill of Complaint should not be dismissed.

Respectfully submitted,

William J. Beehm
Solicitor for Respondents

Filed 24 Nov, 1951

ORDER OF COURT

ORDERED this 24th day of November, 1951, by the Circuit Court for Anne Arundel County, in Equity, that the Respondents be granted the aforegoing Motion to Dismiss in this case, unless cause be shown to the contrary, on or before the 15th day of December, 1951, provided a copy of the motion and this order be served on the said Complaints, or his Solicitor, on or before the 8th day of December, 1951.

Benjamin Ulman
Judge

I hereby certify I mailed a copy of the foregoing Motion and Order this 24th November to Law Office of Gerry Wolfgel, School Street, Crownsville Md

William J Buck

Filed 24 Nov., 1951.

12

Fritz J. Witt	:	No. 9964 Equity
	:	In the
vs.	:	Circuit Court
Levine Hartge, et al	:	for
	:	Anne Arundel County
	:	

: : : : : : : : : :

SUGGESTION OF DEATH AND PETITION TO MAKE HEIRS AT LAW PARTIES PLAINTIFFS AND ORDER OF COURT THEREON

: : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of Robert Witt and his answer to the order of Court dated November 24th, 1951, to make proper parties plaintiffs, respectfully shows:

1.

That Fritz J. Witt, plaintiff in this cause, died after the filing of the bill of complaint and prior to the day set for trial.

2.

That your Petitioner alleges that the following are the heirs at law of the said Fritz J. Witt to whom said realty would have passed by operation of law:

1. Robert Witt
2. Elaine Witt
3. Mabel Witt
4. August Witt
5. Orine Lawson
6. Olivia Lawson Coates
7. Dorothy Lawson
8. Carl Avery
9. LaRue Most
10. Evelyn Cotton

Wherefore, your Petitioner, prays:

1. That all of the heirs at law of Fritz J. Witt heretofore mentioned may be made parties plaintiffs.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiff

Filed 14 Dec. 1951

13

Filed 15 Dec. 1951

ORDER OF COURT

Upon the aforegoing suggestion of death of the plaintiff and petition to make heirs at law of the decedent parties plaintiffs

It is this 15th day of December, in the year 1951, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED that Robert Witt, Elaine Witt, Mabel Witt, August Witt, Orine Lawson, Olivia Lawson Coates, Dorothy Lawson, Carl Avery, LaRue Most and Evelyn Cotton be, and they are hereby made parties plaintiffs in the above entitled cause.

Benjamin Richardson
Judge

I hereby certify that upon this 14th day of December, 1951, I mailed a copy of the above petition and order to William J. Boehm, Esq., 160 South Street, Annapolis, Md., postage prepaid.

George B. Moeller

Robert Witt, Elaine Witt, Mabel Witt, August Witt, Orine Lawson, Olivia Lawson Coates, Dorothy Lawson, Carl Avery, LaRue Most, Evelyn Cotton, c/o Robert Witt, Mayo, Maryland.	:	No. 9964 Equity In the Circuit Court for
vs.	:	Anne Arundel County
Levine F. Hartge and Allen M. Hartge, Annapolis, Md.	:	

: : : : : : : : : : :

AMENDED BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orators humbly complaining, say:

1.

That on or about the 23rd day of February, 1950, Fritz J. Witt and Vennie Witt, his wife, were seized and possessed of a tract of land for more than twenty-five years containing 2 acres 3 roods and 6 perches in the Eighth Election District of Anne Arundel County, excepting 1/8th of an acre which was conveyed to the West River Mutual Beneficial Association by James M. Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, it being the same parcel of land that was conveyed to Fritz J. Witt and Vennie Witt, his wife, by deed from Thomas E. Atwell, dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1 and is prayed to be taken as part and parcel hereof as fully as though the same were incorporated herein at length.

Filed 28 Dec., 1951

15'

2.

About twenty years ago, Fritz Witt, uncle of your Orators, invited L. Levine Hartge to come into his home and live and board with him and his wife, which said invitation L. Levine Hartge accepted and continued to live with Fritz Witt down to the time of his death.

3.

That Fritz Witt and L. Levine Hartge had been such good friends that the said L. Levine Hartge was not even required to pay board.

4.

That during the year 1947 Fritz Witt, being then 81 years of age, suffered a stoke of paralysis which caused him to use a cane after he had recovered sufficiently to move about and when said Fritz Witt was 83 years of age he suffered the second stroke which confined him to bed and a wheel chair making an invalid of him.

5.

That during the interim, the said L. Levine Hartge, continued to live with Fritz Witt and his wife whose mind had become impaired and he told Fritz Witt that if he desired him to remain in the home and help with the same it would be necessary for Fritz Witt and wife to transfer all of their real estate to him. Said L. Levine Hartge likewise promised that if the said real estate were deeded to him that he would provide for the said Fritz Witt and his wife the rest of their lives and permit them to live in the house on the said property and under the circumstances aforesaid the said L. Levine Hartge, who was 88 years of age, had one of his sons provure the services of William J. Boehm, attorney at law, in Annapolis, to prepare the deed conveying the entire property worth approximately $7,500 to himself and two sons, to wit: Levine F. Hartge and Allan Hartge, as joint tenants, said deed being dated the 24th day of February, 1950, and recorded among the Land Records of Anne

Arundel County in Liber J.H.H. No. 559, folio 118, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2.

6.

That as soon as L. Levine Hartge procured this deed for which he had paid no monetary consideration, L. Levine Hartge had been threatening to eject Fritz Witt and his wife from the premises and have them pensioned and put them in an old folks home.

7.

That within thirty days after the conveyance aforesaid Vennie Witt departed this life and left Fritz Witt still a hopeless invalid in a wheel chair.

8.

That Fritz Witt, uncle of your Orators, had no children and the attorney for the Hartges wrote to several of your Orators chatising them for taking a recent interest in this uncle and informing them that they should arrange to take care of their uncle and unless definite action was taken on or before the 22nd day of May the matter would be turned over to proper legal authorities.

9.

That Fritz Witt, uncle of your Orators, being an invalid 84 years of age had no means of making a livelihood nor of employing anyone to take care of him during the few remaining days he had to live in this world but if the real estate that was fraudulently taken from him was returned he would have sufficient capital to live on the rest of his life without seeking public aid.

To the end, therefore:

1. That the deed dated February 24th, 1950, from Fritz J. Witt and Vennie Witt, his wife, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge be declared null and void.
2. That your Orators may have such other and further relief as their case may require.

And as in duty bound, etc.

George B. Woelfel
George B. Woelfel, ~~Sol. for~~ Pl

Copy of amended bill mailed Wm. J. Boehm, Esq., South St., Annapolis, Md., this 28th day of Dec. 1951.
George B. Woelfel

17

Robert Witt, et al | No 9964 Equity

vs. | In The Circuit Court For

Levine F Hartge | Anne Arundel County

Allen M Hartge

ANSWER TO THE AMENDED BILL OF COMPLAINT

To The Honorable, the Judge of Said Court:

The Answer of Levine F Hartge and Allan M Hartge to the Amended Bill of Complaint in this cause, by William J. Boehm, their Solicitor, respectfully shows:

1. They admit the allegations contained in paragraph one of said Amended Bill of Complaint.

2. That they admit the allegations contained in paragraph two.

3. That they admit the allegations contained in paragraph three in reference to the invitation extended to L Levine Hartge and that he later accepted and lived with Fritz Witt. They also admit to the allegations that they were such good friends and that no board was required from him inasmuch, considerable food, produce and wood was furnished from L Levine Hartges' farm for use by your complainant, Fritz Witt up and until the year 1944, since which date L Levine Hartge has expended an average of $25.00 per week for groceries and household supplies for use in said house by Fritz Witt and his late wife; also L Levine Hartge paid for coal fuel oil for heating said house since that date, as well as paid taxes, insurance, medical and doctor bills on behalf of Fritz Witt and his wife, in addition there to L Levine Hartge furnished money at various and sundry times to Fritz Witt and his late wife for their use.

4. That they neither admit nor deny the allegations contained in paragraph four of the Bill of Complaint and demand strict proof thereof.

5. That they deny the allegations contained in paragraph five as relating to said promise of conveyance to your respondent and that he would provide for your complainant for the rest of his life, but they admit that William J Boehm prepared a deed for the transfer of said property at the request of all parties and after lengthy discussion with all of said parties.

Filed 17 Jan., 1952.

18

6. That your respondents emphatically denies the allegations contained in paragraph six and further shows that your respondents on or about April 21, 1944, did pay unto Robert Burwell et al a sum of $550.00 to pay in full a defaulted mortgage on behalf of Fritz Witt and his wife for which and assignment was received therefore. And during the years, 1944 to 1950, your respondents have expended a considerable sum of money for rebuilding, remodling, painting, repairing, heating and erection of new addition to said house for which a second mortgage was executed as part security therefor, to L Levine Hartge in the amount of $2000.00, said mortgage being executed on or about February 6, 1945. That since the assignment of said first mortgage and the execution of said second mortgage, your respondents have not received any interest thereon nor have they received any paymnet upon said principal.

And further answering, they emphatically deny the allegations relating to ejectment of your complainant, but show that your complainant being an invalid and unable to take care of himself, is being supervised by a County Health Nurse, who at the instance of your Complainant Fritz Witt, requested assistance, andthrough the efforts of Doctor Basil and said Health Nurse, arranged to have the complainant taken to a hospital for proper care and treatment. The Complainant being satisfied, consented, but due to recent interest of relatives, who advised the complainant not to leave the premises, the complainant refused to be removed to said hospital, but remianed in said house. This required great care and constant attention from the respondent L Levine Hartge, who is an aged man in his late eighties.

7 That they admit the allegations contained in paragraph seven.

8. That they neither admit nor deny the allegations contained in paragraph eight but show that during the first week in April, 1950, relative of the Complainant visited the office of William J. Boehm requesting information pertaining to the transfer of property and requested a copy of said deed to be sent to them as they were aware that Mr. Hartge was not in a position to take care of the Complainant and that they would see that the Complainant would be taken care of properly. And since which date no provision have been made for the care and that the aged Respondent has been constantly embarassed and chastised by visiting

19

relatives that the respondent L Levine Hartge suffered irreparable injury to his health and suffered great discomfort.

9 That they emphatically deny the allegations contained in paragraph nine referring to fraudulent conveyance of said property but answering thereto, show, that said transfer was made at the instance and request of the complainant and his wife in an attempt to repay the respondent for all his expenditures made on their behalf. And when this cause shall come on to be heard, the respondents will show to the Court that said expeditures have been more than $5281.21.

10. Answering generally, your respondents shows that in the year 1944, the property in question was run down, dilapidated and old, and in bad need of repair. The Complianant being unable to meet his obligations as well as being in bad health and no financial resources, was unable to repair said house or meet his obligations. L Levine Hartge having great friendship for the Complainant and his late wife, loaned considerable money to them in addition to caring after said property and said aged people.

WHEREFORE having answered the Bill of Complaint, these respondents pray to be hence dismissed with costs.

And as in Duty Bound, etc.

William J Boehm
Solicitor for Respondents

SERVICE ADMITTED
THIS 17 DAY OF January
Harry B. Haefel
BY Plaintiff Attorney

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

FRITZ J. WITT, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 9964 EQUITY
LEVINE F. HARTGE, and ALLAN M. HARTGE,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 15 May, 1952.

The object of this suit is the striking down of a deed made by Fritz J. Witt and Vinnie Witt, his wife, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge, as joint tenants, on February 24, 1950, for a property situate and lying at Shadyside, this County.

The property in question contains about two and three-fourths acres, was improved with a house, and had been acquired by the said Fritz J. Witt and Vinnie Witt, as tenants by the entireties, from Thomas E. Atwell, by deed dated January 14, 1925. I do not know what Mr. and Mrs. Witt paid for it, but, according to the testimony, it is now worth about forty-five hundred dollars ($4500.00). On the day they acquired this property, Mr. and Mrs. Witt mortgaged it to Thomas M. Sears for one thousand dollars ($1,000.00). This mortgage was reduced to nine hundred dollars ($900.00), and, on November 22, 1927, assigned to Augusta S. Burwell. On February 1, 1928, three hundred fifty dollars ($350.00) was paid on account, leaving five hundred fifty dollars ($550.00) remaining due. I will have more to say about this five hundred fifty dollars ($550.00) later. Sometime after Mr. and Mrs. Witt bought this property, Mr.

21

L. Levine Hartge went to live with them. Some of the testimony places this event as far back as twenty to twenty-five years, while one of the witnesses got it up to as late as 1943. The exact date is not important; but that he did go there to live, and lived there some years, and was living there at the time of the happening of the events leading up to this litigation, is important. Mr. and Mrs. Witt did not charge Mr. Hartge board. He did, however, frequently furnish groceries which were presumably consumed by the three of them.

On April 18, 1944, Mr. Hartge paid the administrators of the estate of Augusta S. Burwell the balance of five hundred fifty dollars ($550.00) due on the above mentioned mortgage, and said administrators assigned the mortgage note to him. I do not recall that there was any evidence to the effect that the mortgage, itself, was actually assigned to Mr. Hartge, but the assignment of the note indicates that Mr. Hartge had it done that way for the purpose of keeping the mortgage alive. The receipt, given at the time this five hundred fifty dollars ($550.00) was paid, states that all interest had been satisfied to date, but does not state who paid it. Mr. Hartge decided that he would fix up the house on this property. On February 6, 1945, Mr. and Mrs. Witt gave him a mortgage for two thousand dollars ($2,000.00) at six years, with interest at 6 percent per annum, payable semiannually. There is no testimony on whether this two thousand dollars ($2,000.00) included the five hundred fifty dollars ($550.00) already owing, or was in addition thereto, but, as the first mortgage was not released, I presume that this two thousand dollars ($2,000.00) was a second mortgage, subject to the five hundred fifty dollars ($550.00) due on the first.

22

Mr. Witt suffered a paralytic stroke in 1947, and another about two years later. From the time of the second stroke, and possibly before, he was almost a helpless invalid, and spent most of his time in a wheel chair. In 1949, it became necessary to send Mrs. Witt to a nursing home; and she was there for quite a while, and this was quite expensive. There is no testimony, however, as to exactly what was the matter with her. The receipted bills offered in evidence indicate that she was still going to a Doctor as late as January 24, 1950. The deed in question was executed exactly one month later. At that time, Mr. Witt was about eighty-four years of age, and Mr. Hartge about eighty-seven. There is no testimony as to how old Mrs. Witt was at that time, but she was apparently rather old and rather infirm. Mr. and Mrs. Witt had no children, their nearest relatives being nephews and nieces. Mr. Hartge had four sons and one daughter. Among his sons were Levine F. Hartge and Allan M. Hartge. Mr. Levine F. Hartge testified that he was his father's "financial advisor". The old gentleman's bank account at the Farmers' National Bank stood in their names as joint owners, subject to the order of either, the balance at the death of either to belong to the survivor.

Shortly prior to February 24, 1950, William J. Boehm, Esquire, of the Anne Arundel County Bar, had, pursuant to instructions given him by Mr. Allan M. Hartge, prepared a deed which, when executed by Mr. and Mrs. Witt, would convey the property to Mr. L. Levine Hartge, the eighty-seven year old father, and Levine F. Hartge and Allan M. Hartge, his said two sons, as joint tenants; and, on said last named day, Mr. Boehm and Mr. Allan M. Hartge went down to the Witt home at Shadyside

to have it executed. When they got there, Mr. Boehm stated the purpose of their visit, and suggested that, while he was a notary and could take the acknowledgment himself, he would like to have some outsider present to witness the transaction, and Mr. Murray Selesky, who kept a store not far away, was sent for and came. The deed was then read to Mr. and Mrs. Witt, and signed and acknowledged by them, and Mr. Boehm certified to the acknowledgment. Mr. Boehm then took the deed, attached Federal Revenue stamps in the amount of one and 65/100ths dollars ($1.65), and State recordation stamps in the same amount thereto, and a few days later placed it on record.

As heretofore shown, Mrs. Witt had spent some time in 1949 in a nursing home, and had been attended by a physician as late as January 24, 1950. Soon after the deed was executed, it became necessary to send her back to the nursing home. I do not know exactly when this occurred, but there is a receipt dated March 11, 1950. She died in April. Things then began to happen. Mr. Harry Benning, one of Mr. Witt's nephews, went to see Mr. Boehm. He, apparently, met with a rather cool reception. On May 18, 1950, Mr. Boehm, notwithstanding the fact that he had only recently talked with Mr. Benning, wrote him as follows:

> "Mr. Harry Benning,
> Galesville, Md.
>
> Dear Sir:
>
> I am writing to you in regard to the care and support of your uncle, Mr. Witt. It is apparent you have extreme recent interest regarding his support and comfort. I am therefore informing you of the fact that Mr. Hartge, Sr., has found it necessary to visit relatives in the near future. I am giving you notice to arrange to engage some

person to take care of your uncle. (as it was explained to you in my office)---I will wait exactly five days to hear from you in this regard. Should I not receive a definite reply as to an arrangement by May 22nd, 1950, I will find it necessary to turn this matter over to the proper legal authorities immediately.

Very truly yours,

/s/ William J. Boehm"

Mr. Witt, thereupon, sent for Mr. Woelfel, and Mr. Woelfel went to his home on the day named in the letter (May 22,1950), and had a talk with him, and with Mr. Hartge in his presence. This suit followed four days later. Before the case could be tried, Mr. Witt died (in October, 1950), and the elder Mr. Hartge followed him a few months later.

I cannot help but believe that, at the time this deed was executed, a confidential relationship existed between the elder Mr. Hartge on the one side and Mr. and Mrs. Witt on the other. Mr. Hartge had gone to live with them in 1943, or theretofore. They were evidently very good friends until after the deed in question was executed. Mr. Hartge did not pay board, and was not asked to do so. He, however, did take provisions there, and, in return, got his board, his lodging and was cared for as a member of the family. He advanced the money due on Mrs. Burwell's mortgage and took up that mortgage. He, also, advanced the moneys necessary for repairing and enlarging the house, and installing some modern conveniences therein. As he was going to live there, this was, possibly, as much for his own benefit as it was for Mr. and Mrs. Witt's benefit. He, however, required them to give him a mortgage for two thousand dollars ($2,000.00) to secure the money he advanced. Mr. Witt had his first stroke in 1947, and, from that time on, was unable to work. Mrs. Witt became ill, and

25

had to be sent to a nursing home. They, according to the testimony, did not pay any interest on either mortgage. They both must have been in rather bad shape physically. While they were, possibly, mentally capable of executing a valid deed or contract, they were old and sick, and their bodies were wracked with disease, and their minds weakened, and impaired and vacillating. With the situation in that shape, Mr. Boehm appeared at their house on February 24, 1950, and, without giving them an opportunity to seek independent advice, or even asking them if they wanted to, proceeded to have them execute the deed in question. He did not represent Mr. and Mrs. Witt. Neither Mr. Witt nor Mrs. Witt had ever seen him before. He was employed by Mr. Allan M. Hartge, instructed by him what to do, and the elder Mr. Hartge paid him. He felt that he, for his clients' protection, needed an outsider to witness the transaction, but he didn't ask that outsider (Mr. Selesky) to talk the situation over with Mr. and Mrs. Witt, and give them his independent advice as to whether they should sign the deed or not. This deed stripped Mr. and Mrs. Witt of everything they owned in this world, except, possibly, some money; and there was, apparently, very little of that. That both Mr. and Mrs. Witt were under quite an emotional strain is well evidenced by Mr. Boehm's own testimony that they both cried, and that Mr. Hartge, thereupon, stated "that they had nothing to worry about - that they could stay there as long as they lived". Thus reassured, they signed. How can it be said that this does not indicate overweening confidence ? Perhaps, by itself, it would not be sufficient to justify me in holding that a confidential relationship existed here, but it is signi-

ficant, and very significant, and, when added to the other things I have mentioned, leaves me no alternative. (See the somewhat similar situation in Riggle vs. McCann, 79 Atlantic 2d 377, where Judge Markell at page 381, commented on a remark made by Mrs. McCann, the grantor in that case, to Mr. Mason, the lawyer who drew the deed).

Equity will never bind itself by any hard and fast definition of the phrase "confidential relation". It will not list all the necessary elements of such a position. It desires to reserve liberty to apply the doctrine whenever it believes that a suitable occasion has arisen. (Bogert, Trusts and Trustees, section 482, p. 82; McGill vs. Nichols, 157 Maryland 287). The doctrine has been discussed by our own Court of Appeals in numerous cases, and it would serve no useful purpose to repeat the various expressions with respect to it, or the authorities on which they are based. In general, it may be said that it exists where one party is under the domination of another, or where, under the circumstances, such party is justified in assuming that the other will not act inconsistent with his, or her, welfare. (Owings vs. Currier, 186 Maryland 590; Bass vs. Smith, 56 Atlantic 2d 800; Chief Judge Marbury's opinion in Henkel vs. Alexander, 83 Atlantic 2d 866; Judge Markell's opinion in Riggle vs. McCann, 79 Atlantic 2d 377; and Gaggers vs. Gibson, 180 Maryland 609).

The stamps placed on the deed between the time it was executed, and the time it was recorded, indicated that the consideration for the transfer was fifteen hundred dollars ($1500.00), and, in their answer, the defen-

dants seem to rely on the idea that the conveyance was made "at the instance and request of the complainant (evidently Mr. Witt) and his wife in an attempt to repay the respondent (evidently the elder Mr. Hartge) for all his expenditures made on their behalf". But, their testimony does not indicate anything of the kind. Mr. Hartge, when he paid Mrs. Burwell's estate, was careful to have that mortgage kept alive, and the note assigned to him. When he advanced the money to repair and enlarge the house, he was careful to take a mortgage to secure him for the moneys so advanced. There is no evidence that any other moneys he advanced, or the value of the provisions he furnished, exceeded the value of the board and lodging and care he received. Here was a man seventy-six years of age when he went there to live in 1943 (if that is the correct time). The defendants claim, or at least suggest, that he went there to take care of Mr. and Mrs. Witt. I rather suspect that he needed a little taking care of himself, and that what really happened was that Mrs. Witt, except when she was at the nursing home, kept house for and looked after these two old men. I have an idea that, if Mr. Hartge had advanced more for the use of this household than his board, lodging and care were worth, he would have required Mr. and Mrs. Witt to give him a mortgage, or some other acknowledgment of their indebtedness. His "financial advisor" would have seen to that. That the "financial advisor" was on the job is well illustrated by the fact that the elder Mr. Hartge's bank account stood in their joint names, and was subject to the order of either, and the balance, at the death of either, went to the survivor. That Allan, the other grantee named in the deed,

28

was, also, on the job is attested to not only by the facts that he made all the arrangements with Mr. Boehm, and gave him his instructions, and went with him to see the deed signed, but, by the further fact that his name was inserted in the assignment of the second mortgage after said assignment was drawn. This mortgage had been prepared by the late Eugene P. Childs, and the original, with the assignments endorsed thereon, was offered in evidence. These assignments are in Mr. Childs' handwriting. The first assignment is from the elder Mr. Hartge to Mr. Childs, as trustee; the second, as originally drawn, from Mr. Childs, as trustee, to L. Levine Hartge, the old gentleman, and Levine F. Hartge, the financial advisor, as joint tenants. Before this assignment was executed, Mr. Childs died, and his name was simply scratched out of the assignment he had written, and Mr. Joseph H. Griscom's name written in as the trustee, and the name of Allan M. Hartge added as a joint tenant.

That Mr. and Mrs. Witt were indebted to Mr. Hartge in the slightest was not even suggested at the meeting when this deed was signed. If it was, no one testified to it. "They both stated", testified Mr. Boehm, "that they wanted Mr. Hartge to have the property because he had been so good to them". This indicates that the conveyance was an outright gift; not that Mr. and Mrs. Witt were conveying the property to Mr. Hartge in consideration of moneys he had advanced for them, at their request - moneys which they owed him. No amounts were mentioned. Mr. Boehm then testified that Mr. Hartge stated that he would take care of Mr. and Mrs. Witt for as long as they lived, but that, if Mrs. Witt died first, Mr. Hartge was to be no longer responsible. In that, he was, to some extent, corroborated by Mr. Selesky. This promise, however,

29

was not put in writing, and we do not know exactly what was meant. Mr. Witt, when he, in the presence of Mr. Hartge, related the situation to Mr. Woelfel on May 22, 1950, did not say a word about Mr. Hartge's obligation ending on Mrs. Witt's death (if he had admitted that, he would not have sent for Mr. Woelfel), and Mr. Hartge did not correct him. All Mr. Hartge said, according to Mr. Woelfel, was that he had taken care of Mr. Witt for as long as he could, and that Mr. Witt's relatives would have to take care of him from that time on.

To make a long story short, while the defendants, by placing the stamps on the deed, started out with the idea that the consideration was fifteen hundred dollars ($1500.00), and while they reiterated that in their answer, they, at the trial, when they found themselves unable to substantiate that claim, shifted their position, and tried the case on the theory that the true consideration was not fifteen hundred dollars ($1500.00), but Mr. Hartge's promise to take care of Mr. and Mrs. Witt. If that be the true story, it does not help the defendants. Neither of the sons made any promise whatsoever. As to them, the deed was a plain, unadulterated gift. Any promise made by the father was so indefinite and uncertain that it could not have been enforced, and should not be considered a valuable consideration. Even if it be considered definite and certain, its chance of being fulfilled by an eighty-seven year old joint tenant was so slight that his obtention of the deed on the faith thereof might be considered a constructive fraud.

But, there is more to it than that. Mr. Hartge, according to Mr. Selseky and Mr. Boehm, admitted that he was physically unable to look after Mr. Witt, and had to depend on Mrs. Witt to do so. In other words, as hereto-

30

fore suggested, it was Mrs. Witt who was looking after and caring for these two old men. Instead of Mr. Hartge helping Mr. and Mrs. Witt, Mrs. Witt was helping him. Where is there any detriment to the promisor there? But, if Mr. Hartge did agree to take care of Mrs. Witt for as long as she lived, and that be considered a valuable consideration, he broke his promise almost before it was made. Almost before the ink on the deed was dry, Mrs. Witt had to be sent back to the nursing home. Did Mr. Hartge pay her bills? He did not. On the contrary, Mr. Witt paid them with the last money he had. We can only conclude therefrom that Mr. Hartge never had any intention of keeping his promise, so that his obtention of that deed was a constructive fraud.

I am constrained to strike down this deed. This, however, will not affect the two mortgages. Their validity has not been questioned.

18 May 1952

Jamie Clark
Judge.

31

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

FRITZ J. WITT, and others,	:	
PLAINTIFFS.	:	
VS.	:	NO. 9964 EQUITY
LEVINE F. HARTGE, and ALLAN M. HARTGE,	:	
DEFENDANTS.	:	

:::::::

D E C R E E

Filed 15 May, 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 fifteenth day of May, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the deed from Fritz J. Witt and Vinnie Witt, his wife, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge, as joint tenants, dated February 24, 1950, and recorded among the Land Records of said Anne Arundel County in Liber J.H.H., No. 559, folio 118, etc., be, and the same is hereby, stricken down, and annulled, and declared void.

And it is further ADJUDGED and ORDERED that the defendants, Levine F. Hartge and Allan M. Hartge, pay the costs of this case.

James Cook
Judge.

32

Robert Witt, Edgewater, Md. Elaine Witt, Edgewater, Md. Mabel Witt, Rock Hall, Kent Co., Md. Augusta Witt, Rock Hall, Kent Co., Md. Willie Witt, Rock Hall, Kent Co., Md. Orrine Lawson, Spring Grove State Hospital, Catonsville, Md. Olivia Lawson Coates, 3051 W. North Ave or 2607 Elsinre Ave., Baltimore, Md. Dorothy Lawson, 3051 W. North Ave or 2607 Elsinre Ave., Baltimore, Md. Carl Avery, 127 N. Potomac Street, Baltimore, Md. LaRue Most, Arlington, Va. Evelyn Cotton, Buffalo, New York. William Benning, 87 Shipwright St., Annapolis, Md. Harry Benning, Galesville, Md. Frank H. Benning, Galesville, Md. Charles Benning, Galesville, Md. Lillian Tayman, Monterey Avenue, West Annapolis, Md. Robert Benning, Galesville, Md. Layo Benning, Galesville, Md.	:	No. 10,511 Equity In the Circuit Court for Anne Arundel County
vs.	:	
All unknown heirs of Fritz Witt, deceased, Levine F. Hartge, 626 Edgewood Avenue, Baltimore, Md. Alan M. Hartge, 319 N. Linden Avenue, Annapolis, Md.	:	

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

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orators complaining say:

1.

That Fritz J. Witt and Vinnie Witt, his wife, were, during

Filed 27 June, 1952

their lifetime, seized and possessed of a parcel of land containing 2 acres 3 roods 6 perches at Shadyside in the Seventh Election District of Anne Arundel County which they acquired from Thomas E. Stwell by deed dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, a certified copy of said deed being filed herewith as Plaintiffs' 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, saving and excepting therefrom, 1/8th of an acre which was conveyed to West River Mutual Beneficial Association by James M. Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2.

2.

That on February 24th, 1950, Fritz J. Witt and Vinnie Witt, his wife, conveyed said property to Levine F. Hartge, Sr., Levine F. Hartge, Jr., and Alan M. Hartge, as joint tenants, which said deed was set aside by decree of the Circuit Court for Anne Arundel County dated May 15th, 1952, and passed in a cause therein pending wherein Fritz J. Witt, et al, were plaintiffs, and Levine F. Hartge, et al, were defendants, the same being No. 9964 Equity, the said Vinnie Witt having died prior to Fritz J. Witt, thereby vesting a fee simple title in the said Fritz J. Witt.

3.

And being thus seized and possessed of the aforesaid parcel of land the said Fritz J. Witt died during the year 1951 intestate and left surviving him as his only heirs at law the children of seven deceased brothers and sisters, to wit:

1. Robert Witt and Elaine Witt, children of a deceased brother William Witt.
2. Mabel Witt, Augusta Witt and Willie Witt, children of a deceased brother Frederick Witt.
3. Orrine Lawson, insane, Olivia Lawson Coates and Dorothy Lawson, children of a deceased sister Ernestine Witt Lawson.
4. Carl Avery, son of deceased sister Augusta Avery
5. Irving Avery, deceased, and Evelyn Cotton, two children of Mary Witt Avery, a deceased sister,

2

Irving Avery being survived by one daughter La Rue Most.

6. And the following children of a deceased sister Frederica Witt Benning.

a. William Benning
b. Frank H. Benning
c. Harry Benning
d. Charles Benning
e. Lillian Tayman
f. Robert Benning
g. Layo Benning

4.

That on or about the 18th day of April, 1944, Augusta S. Burwell acknowledged receipt of $550 and assigned her mortgage from Witts on said property to Levine F. Hartge and the said Witts executed a mortgage for $2,000. and there remained due and owing on the first mortgage the sum of $550 on account of the principal, said mortgage being held by assignment in the names of Levine Hartge and Alan M. Hartge.

5.

That the said real estate cannot be divided in kind without material loss or injury to the parties entitled thereto.

To the end, therefore:

1. That the said real estate in these proceedings mentioned may be sold for the purpose of partition and out of the proceeds arising therefrom that this Honorable Court may direct the trustee or trustees appointed to pay off the two mortgages and divide the remaining proceeds amongst the parties entitled thereto according to their respective interests.
2. And for such other and further relief as the case may require.

And as in duty bound, etc.

George B. Woelfel

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

3

($1.50 Rev. Stamp)

THIS DEED, Made this fourteenth day of January in the year Nineteen hundred and twenty five by Thomas E. Atwell, divorced, of the first part and Fritz J. Witt and Vinnie Witt, his wife, of the second part, all of 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 Thomas E. Atwell has bargained and sold and by these presents does grant and convey unto the said Fritz J. Witt and Vinnie Witt, his wife, as tenants by entireties, their heirs and assigns, in fee simple; All that tract, part of a tract, piece or parcel of ground situate, lying and being in the Eighth Election District of Anne Arundel County aforesaid, near Shady Side and containing two (2) acres, three (3) roods and six (6) perches of land, more or less, except one eighth of an acre of land which was conveyed to the West River Mutual Beneficial Association by James M. Munroe and wife by deed dated on the tenth day of September, Eighteen hundred and ninety eight and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, Being the same property which was conveyed to the said Thomas E. Atwell by Louis Nowell and Amy Nowell, his wife, by deed dated on the thirty first day of May in the year Nineteen hundred and eleven and recorded among the Land Records aforesaid in Liber G.W. No. 86 folio 22, The description to the tract conveyed with the one eighth of an acre included may be found in the deed from James Revell Trustee to Richard P. Coates dated October the twenty second, Eighteen hundred and eighty seven and recorded among the Land Records aforesaid in Liber S.H. No. 31 folio 368.

Filed 27 June, 1952
Re-filed 6 Oct., 1952

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

10,511 Equity
Witt
Unknown Heirs
Fritz Witt

Plaintiff's Exhibit No. 1.
Examiner's Exhibit No. 1
E. Klausner Examiner

4

TO HAVE AND TO HOLD the above described tract of land with its appurtenances unto and to the proper use and benefit of them the said Fritz J. Witt and Vinnie Witt, his wife, as tenants by entireties, their heirs and assigns, in fee simple.

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:- Thomas E. Atwell (SEAL)

Myrtle Sturm

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that on this fourteenth day of January in the year Nineteen Hundred and twenty five before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Thomas E. Atwell and acknowledged the aforegoing deed to be his act and deed.

WITNESS my hand and seal Notarial.

(NOTARY SEAL) Myrtle Sturm, Notary Public

Recorded 14th. January, 1925, at 2 o'clock P.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. 99, folio 64, one of the Land Records 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. Clerk

5

(U.S. INT. REV STAMP 50¢)

THIS DEED, made this 10th day of September, in the year Eighteen Hundred ans Ninety-eight. by James M. Munroe and Mary Chase Munroe, his wife, parties of the first part, and The West River Mutual Beneficial Association of Anne Arundel County, Maryland, a body corporate, of the second part; Witnesseth:

WHEREAS, Henry O. Bullen, then of Anne Arundel County, was on the 15th day of October, 1889, seized and possessed of a certain parcel of land in the 8th Election District of Anne Arundel County, consisting of two acres three roods and six perches, which by Mortgage of said date, recorded among the land Records of said County in Liber S. H. No. 35, Folio 570, he conveyed to Prudence Corner.

AND WHEREAS, afterwards in the month of July in the year 1897, the said Bullen agreed to sell a portion of said land hereinafter mentioned , to the West River Mutual Beneficial Association of Anne Arundel County, a body corporate, for the sum of Two Hundred and Fifty Dollars; One Hundred Dollars of which was to be applied on account of the mortgage debt, held by the said Prudence Corner, to which the said Mortgagee agreed, and by Deed of the 12th of July, 1897, the said Henry O. Bullen and wife, and the said Prudence Corner and Husband, intended to convey the said property to the said The West River Mutual Beneficial Association, but before said transaction was consumated, a claim was set up to the said property by the Seventh Day Adventists Church in said County, and all the proceedings in reference to said sale were, therefore interrupted and prevented.

AND WHEREAS, afterwards the whole of the mortgaged real estate of the said Henry O. Bullen, including the portion so intended to be sold to the said The West River Mutual Beneficial Association, was sold at Mortgagee's sale, and bought in by the said Prudence Corner, as will appear by the proceedings in the

Filed 27 June, 1952.

Plaintiffs' Exhibit No. 2

6

Equity Cause No. 2069 Equity, in the Circuit Court for Anne Arundel County.

AND WHEREAS, said property was afterwards conveyed by Prudence Corner and her husband to James M. Munroe and the said Munroe is still willing to convey the said property to the said Beneficial Association upon receipt of the said sum of One Hundred Dollars, with the accrued interest thereon from the said 12" day of July, 1897. And is also willing to allow to the said Bullen as a credit on his mortgage debt, the said sum of One Hundred Dollars without any deduction of interest however on the whole principal of his mortgage debt up to the day of sale;

AND WHEREAS, these presents are executed to ratify and confirm the aforesaid conveyance; intended to be made as of the 12" day of July, 1897, which deed of said last named date is herewith recorded.

NOW THEREFORE, in consideration of the Premises, the said parties of the first part do by these presents grant and convey unto the said party of the Second Part, the land mentioned and described in the aforesaid deed of the 12th of July, 1897, from Henry O. Bullen and Wife and Prudence Corner and Husband, which is mentioned and described in the aforesaid deed by metes and bounds, courses and distances, and is described on a plat accompanying this deed.

WITNESS our hands and Seals.

Test:	James M. Munroe	(SEAL)
Jno. Randall Magruder.	Mary Chase Munroe	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , To Wit:

I Hereby Certify, that on this 10th day of September, in the year Eighteen Hundred and Ninety-Eight, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James M. Munroe and Mary Chase Munroe, and each acknowledged the aforegoing deed to be their re-

7

spective act.

WITNESS my hand and Notarial Seal.

Jno. Randall Magruder

(Notary Seal) Notary Public.

(PLAT RECORDED)

DESCRIPTION of a Survey made for "The West River Beneficial Association" of a lot or parcel of ground, it being a part of the lands of Capt. Henry Bullen, lying and situate about 150 yards Easterly from Shady Side P. O. in the Great Swamp, in the 8th district of Anne Arundel County, Md., and bordering on the roads, one leading from the above Post Office to the Bay Shore, the other leading to a landing on Parrish's Creek:

BEGINNING for the survey at a Cedar fence post standing on the N. E. Side of the intersection of the above roads and run with the road leading to Parrish's Creek, North 29° 45' East 90 feet to a stone, thence leave said road and run South 65° 45' East 66 feet to stone, thence run parallel to the first line South 29° 45' West 90 feet to a stone on the North side of the road leading to the Bay Shore, thence with the same and North side thereof North 65° 45' West 66 feet to the place of beginning.

CONTAINING Five Thousand Nine Hundred and Thirteen and One-fifth feet of land, more or less.

John Shepherd, Surveyor.

Surveyed Thursday July 1st, 1897

Recorded 24' Sept. 1898

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED is truly taken and copied from Liber G. W., No. 11, Folio 97, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I HEREUNTO set my hand and affix the Official Seal of the Circuit Court, this 26th day of June, A. D., 1952.

John H. Hopkins, 3rd.
Clerk.

9

Robert Witt, Edgewater, Md. et al,	:	No. 10511 Equity
	:	In the
	:	Circuit Court
vs.	:	for
All unknown heirs of Fritz Witt, deceased, et al	:	Anne Arundel County
	:	
	:	

: : : : : : : : : :

ORDER OF PUBLICATION

The object of this suit is for the Court to decree a sale for the purpose of partition of the real estate in this proceedings mentioned and to pay off the two mortgages and to divide the remaining proceeds amongst the parties entitled thereto according to their respective interests and for such other and further relief as the case may require.

The Bill recites:

That Fritz J. Witt and Vinnie Witt, his wife, were, during their lifetime, seized and possessed of a parcel of land containing 2 acres 3 roods 6 perches at Shadyside in the Seventh Election District of Anne Arundel County which they acquired from Thomas E. Atwell by deed dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, a certified copy of said deed being filed herewith as Plaintiffs' 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, saving and excepting therefrom, 1/8th of an acre which was conveyed to West River Mutual Beneficial Association by James M. Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2.

That on February 24th, 1950, Fritz J. Witt and Vinnie Witt, his wife, conveyed said property to Levine F. Hartge, Sr., Levine F. Hartge, Jr., and Alan M. Hartge, as joint tenants, which said deed was

Filed 3 July, 1952.

10

set aside by decree of the Circuit Court for Anne Arundel County dated May 15th, 1952, and passed in a cause therein pending wherein Fritz J. Witt, et al, were plaintiffs, and Levine F. Hartge, et al, were defendants, the same being No. 9964 Equity, the said Vinnie Witt having died prior to Fritz J. Witt, thereby vesting a fee simple title in the said Fritz J. Witt.

And being thus seized and possessed of the aforesaid parcel of land the said Fritz J. Witt died during the year 1951 intestate and left surviving him as his only heirs at law the children of seven deceased brothers and sisters, to wit:

1. Robert Witt and Elaine Witt, children of a deceased brother William Witt.
2. Mabel Witt, Augusta Witt and Willie Witt, children of a deceased brother Frederick Witt.
3. Orrine Lawson, insane, Olivia Lawson Coates and Dorothy Lawson, children of a deceased sister Ernestine Witt Lawson.
4. Carl Avery, son of deceased sister Augusta Avery.
5. Irving Avery, deceased, and Evelyn Cotton, two children of Mary Witt Avery, a deceased sister, Irving Avery being survived by one daughter La Rue Most.
6. And the following children of a deceased sister Frederica Witt Benning.

    a. William Benning
    b. Frank H. Benning
    c. Harry Benning
    d. Charles Benning
    e. Lillian Tayman
    f. Robert Benning
    g. Layo Benning.

That on or about the 18th day of April, 1944, Augusta S. Burwell acknowledged receipt of $550 and assigned her mortgage from Witts on said property to Levine F. Hartge and the said Witts executed a mortgage for $2,000. and there remained due and owing on the first mortgage the sum of $550 on account of the principle, said mortgage being held by assignment in the names of Levine Hartge and Alan M. Hartge.

That the said real estate cannot be divided in kind without material loss or injury to the parties entitled thereto.

It is thereupon this 3 day of July, 1952, by the Circuit Court for Anne Arundel County, ordered that the complainants, by causing a copy of this order to be inserted in some newspaper printed

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and published in Anne Arundel County, once a week for four successive weeks before the 11 day of August, 1952, give notice to the unknown heirs of Fritz J. Witt, deceased, of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 27 day of August, 1952, to show cause, if any they have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd,
Clerk

12

LIBER 82 PAGE 152 No 10,511

Robert Witt et al,

vs.

Unknown Heirs of Fritz Witt,
Allan M Hartge
Levine F Hartge

In The Circuit Court For

Anne Arundel County

* * * * * * * *

DEFENDANT'S ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Allan M Hartge and Levine F Hartge, Respondents, by William J. Behm their Solicitor, respectfully represents unto your Honor:

1. That they admit the allegations contained in paragraphs one and two of said Bill of Complaint.

2. That they neither admit nor deny the allegations contained in paragraph three of said Bill of Com laint.

3. That they admit the allegations contained in paragraph four of said Bill of Complaint in regard to two mortgages. That they further show that the $550.00 mortgage was executed and assigned to the defendants on April 21,1944 and that no payment of interest or principle has been made since that date; that no payment of interest or principle has been made upon the $2000.00 since execution of same on February 6, 1945; that both mortgages are in default; that interest upon said unpaid mortgages was agreed by Fritz Witt and wife at six (6%) percentum per annum.

4. That they neither admit nor deny the allegations contained in paragraph five.

5. Answering generally, the defendants agreeato asale of said property for purposes of payment of said mortgages with interest and partition amongst the persons entitled.

Wherefore having answered the Bill of Complaint, these respondent pray to be hence dismissed with their costs.

Respectfully submitted,

William J. Behm
Solicitor for Respondents
Annapolis, Md

I Certify that I mailed a copy to Offices of George Woelfel this 2nd day of July 1952,

Filed 3 July, 1952

13

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,511 J y

ROBERT WITT, Edge er, Maryland, et al,

Vs.

All Unknown Heirs Of FRITZ WITT, deceased, et al.

ORDER OF PUBLICATION

The object of this suit is for the Court to decree a sale for the purpose of partition of the real estate in this proceedings mentioned and to pay off the two mortgages and to divide the remaining proceeds amongst the parties entitled thereto according to their respective interests and for such other and further relief as the case may require.

The Bill recites:

That Fritz J. Witt and Vinnie Witt, his wife, were, during their lifetime, seized and possessed of a parcel of land containing 2 acres 3 roods 6 perches at Shadyside in the Seventh Election District of Anne Arundel County which they acquired from Thomas E. Atwell by deed dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 90, folio 94, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 1, and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length, saving and excepting therefrom, 1/8th of an acre which was conveyed to West River Mutual Beneficial Association by James M. Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 11, folio 97, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 2.

That on February 24th, 1950, Fritz J. Witt and Vinnie Witt, his wife, conveyed said property to Levine F. Hartge, Sr., Levine F. Hartge, Jr., and Alan M. Hartge, as joint tenants, which said deed was set aside by decree of the Circuit Court for Anne Arundel County dated May 15th, 1952, and passed in a cause therein pending wherein Fritz J. Witt, et al, were plaintiffs, and Levine F. Hartge, et al, were defendants, the same being No. 2064 Equity, the said Vinnie Witt having died prior to Fritz J. Witt, thereby vesting a fee simple title in the said Fritz J. Witt.

And being thus seized and possessed of the aforesaid parcel of land the said Fritz J. Witt died during the year 1951 intestate and left surviving him as his only heirs at law the children of seven deceased brothers and sisters, to wit:

1. Robert Witt and Elaine Witt, children of a deceased brother, William Witt.

2. Mabel Witt, Augusta Witt and Willie Witt, children of a deceased brother, Frederick Witt.

3. Orrine Lawson, insane, Olivia Lawson Coates and Dorothy Lawson, children of a deceased sister, Ernestine Witt Lawson.

4. Carl Avery, son of deceased sister, Augusta Avery.

5. Irving Avery, deceased and Evelyn Cotton, two children of Mary Witt Avery, a deceased sister, Irving Avery being survived by one daughter, La Rue Most.

6. And the following children of a deceased sister, Frederica Witt Benning.

a. William Benning
b. Frank H. Benning
c. Harry Benning
d. Charles Benning
e. Lillian Tayman
f. Robert Benning
g. Layo Benning

That on or about the 18th day of April, 1944, Augusta S. Burwell acknowledged receipt of $550 and assigned her mortgage from Witts on said property to Levine F. Hartge and the said Witts executed a mortgage for $2,000.00 and there remained due and owing on the first mortgage the sum of $350 on account of the principle, said mortgage being held by assignment in the names of Levine Hartge and Alan M. Hartge.

That the said real estate cannot be divided in kind without material loss or injury to the parties entitled thereto.

It is thereupon this 3rd day of July, 1952, by the Circuit Court for Anne Arundel County, ordered that the complainants, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once a week for four successive weeks before the 11th day of August, 1952, give notice to the unknown heirs of Fritz J. Witt, deceased, of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 27th day of August, 1952, to show cause, if any they have, why a decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jy-31.

Filed 27 Aug., 1952

14

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order of Publication No. 10,511

Robert Witt.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of August, 1952 The first insertion being made the 10th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bart.

Robert Witt, et al	No. 10,511 ~~DIVORCES~~ - EQUITY
vs.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
All unknown heirs of Fritz Witt, deceased.	

DECREE PRO CONFESSO

Filed 29 Aug., 1952.

The Defendant s, all unknown heirs of Fritz Witt, deceased, after Order of Publication duly published, ~~(or Writ of Summons duly served)~~ ~~and~~ 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 29th day of August, 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 defendant s.

And it is further ordered that leave is hereby granted to the Plaintiff s, 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

15'

ROBERT WITT, ET AL.,	:	
PLAINTIFFS,	:	IN
	:	
VS.	:	THE CIRUCIT COURT
	:	FOR
	:	
ALL UNKNOWN HEIRS OF FRITZ	:	ANNE ARUNDEL COUNTY
WITT, DEC., ET AL.,	:	No. 10,511 Equity
DEFENDANTS.	:	
	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

October 1, 1952

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. William J. Boehm, Solicitor for Defendants.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Harry Benning, pages 2 to 6

Allen Hartge, pages 6 to 8

Howard N. Hartge, pages 8, 9.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Filed 6 Oct., 1952.

16

Harry Benning, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Harry Benning, Galesville, Anne Arundel County, Md.

2. Did you know Fritz J. Witt and Vinnie Witt?

A. Yes.

3. Did they own any real estate in the Seventh Election District of Anne Arundel County?

A. Yes.

4. I show you a deed filed in this case with the Bill of Complaint, marked Plaintiffs' Ex. 1, and ask you if that is the deed to them from Thomas E. Atwell, divorced, dated January 14, 1925, and recorded in Liber W.N.W. No. 99, folio 64, conveying two acres, three roods and six perches of land, excepting one-eighth which was conveyed to the West River Mutual Beneficial Association?

A. It is. (CERTIFIED COPY OF DEED MARKED EXAMINER'S EX. 1)

5. Is Vinnie Witt now living or dead?

A. Dead.

6. When and where did she die?

A. She died out on West Street at a convalescent home, approximately a couple of years ago.

7. Is Fritz J. Witt living or dead?

A. Dead.

8. When did he die?

A. About eight months after Vinnie Witt died.

9. Did he leave a Will or die intestate?

A. He died intestate.

10. Were letters of administration taken out on his estate?

A. Not as far as I know.

11. Were any children born as a result of Fritz J. Witt's and Vinnie Witt's marriage?

A. No.

12. Did Fritz J. Witt remarry before he died?

A. No.

17

13. Was the father or mother of Fritz J. Witt living at the time of his death?

A. No, they were dead.

14. Name the brothers and sisters that Fritz J. Witt had?

A. William Witt, Fred Witt, Frank Witt, Fredericka Benning, Erstine Larson, Mary Avery, Augusta Avery and Amelia Witt.

15. Is William Witt living or dead?

A. He died many years ago, I don't know exactly when.

16. Were letters of administration ever taken out on his estate?

A. Not that I know of.

17. Is William Witt's wife living?

A. No.

18. When did she die?

A. I would say ten year ago or more.

19. What children did they leave?

A. Robert Witt, adult, living; Iva Witt Ward, adult, living; Eolin Witt, adult, living; Elwood Witt, dead, leaving only one child, a son, Dale Witt, a minor; Bernice Witt Cummings, adult, living; Marie Witt, adult, living.

20. Is Fred Witt living or dead?

A. Dead.

21. Is his wife living or dead?

A. Dead.

22. Did they both die prior to 1950?

A. Yes.

23. What children did they leave?

A. A son, August Witt, who is dead, leaving one son, Wendell Witt, adult, living; Mabel Witt Sewell, dead, leaving a daughter, Peggy Sewell, adult, living, and Esther Witt Sewell, adult, living

24. Is Frank Witt living or dead?

A. Dead, he died while still a young man and he was single; he died 30 or 40 years ago.

25. Is Amelia Witt living or dead?

A. She died over ten years ago.

26. Did she leave a husband?

18

A. He is dead.

27. What children survive her?

A. Charles Witt, who died a couple of months ago, leaving a widow, Mattie Witt, and three children, Irene Witt Wayson, Leo Witt, Marie Witt Ridgely.

28. Did he leave a Will?

A. I don't know.

29. Who were the other surviving children of Amelia Witt?

A. Willie Witt, living, adult, Eva Witt, who was single and died about 30 years ago; Ella Witt Zinkand, who died about 8 years ago, leaving two sons, John Zinkand, adult, living, Frank Zinkand, adult, living,and one daughter, Rose Zinkand, adult, living.

30. Is Ernestine Larson living or dead?

A. She died over ten years ago.

31. Did she leave any children?

A. Orion Larson, adult, living, Olivia Larson Coates, adult, living, and Dorothy Larson, adult, living.

32. Is Mary Witt Avery living or dead?

A. She died 10 or 15 years ago.

33. Who survives her?

A. Irving Avery, dead, Nellie Avery, dead, and Evelyn Avery Cotton, adult and living.

34. The two deceased children, did they have any children?

A. No children.

35. Did they die before Fritz J. Witt?

A. Yes.

36. Is Augusta Witt Avery living or dead?

A. She died about five years ago.

37. Did she leave any children?

A. Two, Carl Avery, adult, living, and Lenore Avery Parks, dead, no children.

38. Did she die before or after Fritz Witt?

A. Before, all these that I am naming died before Fritz Witt except Charlie Witt.

19

39. Is Fredericka Benning living or dead?

A. She died about ten years ago.

40. Who survives her?

A. Seven children, who are all adults and all living, William Benning, Frank Benning, Harry Benning, Charles Benning, Lillian Benning Tayman, Robert Benning and Leo Benning.

41. Can this property be divided in kind between all those heirs without material loss or injury?

A. There is no way in the world you could do it.

42. Then you think it is necessary that the property be sold and the money divided up?

A. It is the only way.

43. Are there any improvements on the property left by Fritz Witt?

A. Yes, there is a house and a couple of outbuildings.

44. Does the house have a heating system?

A. I think it was heated with oil or coal stoves.

45. Does it have plumbing?

A. No, they had running water to the sink in the kitchen.

46. Does it have a bathroom?

A. No.

47. How many rooms did the house have?

A. Three downstairs; I don't know about upstairs.

48. Was it a frame house?

A. Yes with hardwood floors, no basement.

(Mr. Boehm)

1. Do you know the property was subject to a mortgage?

A. Mr. ~~Hardinty~~ Hartge told me he had a mortgage.

2. Do you know the amount?

A. No.

3. Do you know the fair market value of the property?

A. I heard one man say he would give $6000.00 for it.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I desire to file

20

the funeral bill of $307 for Uncle Fritz's burial, which I paid (MARKED EXAMINER'S EX. 2 AND FILED HEREWITH) and also I would like to file a bill of Mrs. Effie Atwell for nursing Uncle Fritz in his last illness, in the amount of $60.00, which I paid (MARKED EXAMINER'S EX. 3 AND FILED HEREWITH) and I would like to show a receipt for $150.00 which I paid to George B. Woelfel as attorney's fees(MARKED EXAMINER'S EX. 4 AND FILED HEREWITH).

Mr. Boehm: I offer in evidence the testimony made by Mr. George B. Woelfel in Equity No. 9964, pertaining to the mortgage balance owing to Allen and Levine Hartge.

Allen Hartge, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Boehm)

1. State your name and address.

A. Allen Hartge, 319 Linwood Avenue, Annapolis, Md.

2. You are one of the mortgagees on this property in question?

A. Yes.

3. On 18 April 1944 from Augusta S. Burwell in the amount of $550.00, which mortgage was assigned to Levine F. Hartge, who in turn assigned it to Allen N. and Levine Hartge, is that correct?

A. Yes.

4. Has any interest been paid on that mortgage?

A. No interest or principal.

5. I direct your attention to the mortgage granted by Fritz Witt and Vinnie Witt, executed February 6, 1945 in the amount of $2000.00, has any interest been paid on that mortgage?

A. No money has been paid on it, no interest, no principal, nothing.

6. It is still due and owing?

A. Yes.

21

(Mr. Woelfel)

1. Do you know what interest, if any, was paid to your father?

A. None.

2. How do you know?

A. Because Papa said never nothing had been paid on the two mortgages.

3. Why didn't your father foreclose these mortgages when there was seven years interest do?

(MR. BOEHM: OBJECT)

A. I don't imagine he would ever have foreclosed it.

4. That was due to the fact that your father was living with Mr. Witt?

A. That's right.

5. Do you think your father ever expected to collect more than the interest or principal?

A. I really do. I think he intended to get the interest and principal.

6. But he never made an effort to collect any?

A. Not that I know of.

7. And you never made any effort and neither did your brother?

A. No.

8. Your father and Mr. Witt lived in the same house, ate at the same table for approximately how many years?

A. I really couldn't tell you exactly; I don't know exactly when he went there; he sold his farm and went out there.

9. You don't know how much board your father paid?

(MR. BOEHM: OBJECT)

A. No I don't.

(Mr. Boehn)

1. Is that the tax bill that you paid on the property?

A. Yes. (MARKED EXAMINER'S EX. 5 AND FILED HEREWITH)

2. 1951 and 1952 are still due?

A. Yes.

3. How many insurance premiums did you pay on the house?

A. I paid 1950.

4. The insurance premiums for 1951 and 1952 are unpaid?

A. Yes.

5. That is the only money you expended on the property?

A. Yes.

(Mr. Klawans)

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

****

Howard N. Hartge, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. Do you know the genealogy of the Witt family?

A. Yes.

2. Were you present when Mr. Harry Benning testified as to the family relationship?

A. Yes.

3. Did he give a correct statement as to all of the heirs of the Witts so far as you know?

A. He did.

4. Do you believe this property can be divided in kind among all those heirs without material loss or injury?

A. No.

5. Why couldn't it?

A. You couldn't divide the house; there is only four rooms in the whole house.

6. How many rooms are in this house?

A. Three rooms downstairs and a one room attic upstairs; there is a living room, bedroom, and kitchen downstairs.

7. It is a frame house?

A. Yes.

8. Does it have electricity?

A. Yes.

23

9. Running water?

A. It has an outside pump, artesian well, with running water to the kitchen sink.

10. Central heating plant?

A. No; it has a screened front porch and small back porch; it has a chicken house, coal bin and a small storage place.

(Mr. Boehm)

1. Were you familiar with the business activities of Mr. Witt and Mr. Hartge?

A. No.

2. Do you know if any interest had ever been paid on the mortgages?

A. None had been paid according to my father's statements; I only know what he told me.

(Mr. Klawans)

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

****

24

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 6th day of October, 1952.

Emanuel K Cowan (SEAL)
Examiner

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

25'

LIBER 82 PAGE 165

HARDESTY FUNERAL HOME

T. A. HARDESTY
WEST RIVER 7124

GALESVILLE, MARYLAND
ESTABLISHED 1911

BERNARD O. HARDESTY
WEST RIVER 7111

October 19,1950

Funeral of:
Fritz Witt
Shadyside, Md.

Filed 6 Oct., 1952.

To Casket and Personal Services	$ 295.00
Grave	12.00
	$ 307.00

Oct 23. 1950
Paid in full
Hardesty Funeral Home
T. A. Hardesty

10,511 Equity Witt v Witt
~~Fritz v~~ Examiner's Exhibit 2.
10/1/52 C. E. McCauley
Examiner

26

C. & P. PHONE 7183
WEST RIVER ~~16-F-28~~

LIBER 82 PAGE 166
GALESVILLE P. O., A. A. CO., MD., July 19 1952

M. Fritz Witt.
Shady Side Md

Bought of **F. & H. Benning Oyster and Lime Co.**

DEALERS IN

OYSTERS, LIME, SOFT CRABS AND FISH

TERMS:

SPECIAL ATTENTION TO TELEPHONE ORDERS

Filed 6 Oct, 1952.

Fritz Witt. Funeral Expense		307 00
Mrs Effie Atwell, nursing care		60 00
George B Woelfel, Attorney Fee		150 00
		517 00

10, 5-11 Equity
Will v Will
Examiner's Exh 3
10/1/52 E Klawans
Examiner

27

LAW OFFICES
GEORGE B. WOELFEL
ANNAPOLIS, MD.
15 SCHOOL STREET PHONE 1570

No. _____ 5/11 1945

Received of Robert Witt - Willie Lyon Harry Benning & Frank Benning $ 150 00
One hundred fifty 00/100 Dollars
Payment in PART FULL in re Deft against Harry Account

Amount due		
Amount this payment		
Balance due		

THANK YOU!

GEORGE B. WOELFEL
BY W. W. H.

Filed 6 Oct. 1952
Examiner's Exh. 4 E Klawans
Examiner

FRITZ J WITT & WIFE
SHADYSIDE, P O MD

1 & 1/2 ACRE LOT & IMPS.
SHADYSIDE
IDLEWILDE RD

DO NOT DETACH THIS STUB

TAX LEV --District No. 7 REAL ESTATE **1950**

TO COUNTY COM SIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JOS. H. GRISCOM, SR., TREAS., ANNAPOLIS, MD.

OFFICE HOURS
DAILY FROM 8 A.M. TO 4 P.M.
SATURDAY FROM 8 A.M. TO 12 NOON

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

INDEX NUMBER 18382

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 13	.27	$
CEDARHURST EROSION DISTRICT	.05	
FRANKLIN MANOR BENEFIT		
FRANKLIN MANOR EROSION DISTRICT	.20	
IDLEWILDE BENEFIT		
IDLEWILDE EROSION	.50	
MASON'S BEACH EROSION BENEFIT		
MASON'S BEACH EROSION DISTRICT	.10	
COLUMBIA BEACH BENEFIT		
COLUMBIA BEACH EROSION DISTRICT	.40	
TOTAL SPECIAL TAXES		$

ASSESSMENT

REAL ESTATE	TOTAL
$1410	$1410

COUNTY TAX .28
SCHOOL TAX 1.17
ROAD TAX .05
POLICE DEPT. .10
FIRE DEPT. .12
$1.72

COUNTY REAL ESTATE	STATE REAL ESTATE	SPECIAL REAL ESTATE	TOTAL TAX
2425	175		2600

$.1239 ON $100.00

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

INTEREST AND PENALTY

TOTAL

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

THIS DOES NOT INCLUDE YOUR PERSONAL PROPERTY TAX
NO DISCOUNT ALLOWED

FOR 1950 TAXES ONLY	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½ %
JUNE				2 %
JULY				2½ %
AUG.				3 %
SEPT.				3½ %
OCT.				4 %
NOV.				4½ %
DEC.			1½ %	5 %

Filed 6 Oct, 1952

10,511 Equity
Witt v Witt
Exceptions to Rule 5
10/1/52

29

Robert Witt, et al, : No. 10,511 Equity
: In the Circuit Court
vs. : for
: Anne Arundel County
Unknown heirs of Fritz Witt, Allan M. Hartge and Levine F. Hartge :

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

SUBMISSION FOR DECREE

We, the undersigned, solicitors for Plaintiffs and Defendants, do hereby submit this cause for a final decree.

George B. Woelfel
George B. Woelfel
Solicitor for Plaintiffs

William J. Boehm
William J. Boehm,
Solicitor for Defendants
Allan M. Hartge and
Levine F. Hartge

Filed 28 Nov, 1952.

ROBERT WITT, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
ALL UNKNOWN HEIRS OFFRITZ WITT, DEC., ET AL.	:	No. 10,511 Equity

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

ADDITIONAL TESTIMONY ON BEHALF OF THE PLAINTIFFS

December 5, 1952

Filed 5 dec, 1952

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. William J. Boehm, Solicitor for Defendants.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

C. Albert Hodges, pages 2, 3.

31

C. Albert Hodges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. C. Albert Hodges, 6 Revell Street, Annapolis.

2. What is your occupation?

A. Real estate broker and assessor for the State Tax Commission.

3. How long have you dealt in real estate in Anne Arundel County?

A. Since 1932.

4. Are you familiar with land values in Anne Arundel County?

A. Yes.

5. Have you examined the property of Fritz Witt, located at Shadiside?

A. Yes. sir.

6. When did you examine it?

A. About a year ago.

7. What did you find there?

A. A four room house with three rooms on the first floor and one large room in the attic, situated on 2½ acres of ground, frame housw with whit asbestos shingles.

8. Does it have electricity?

A. Yes.

9. Running water?

A. To the kitchen from an artesian well.

10. Does it have a bathroom?

A. No.

11. What are the rooms downstairs?

A. Kitchen, living room and one bedroom.

12. What in your estimation is the fair market value of that property?

A. I think $4500.00.

13. No one has lived in that property since you made your appraisal, would that have any effect on the market value you just stated?

32

A. Possibly, to some extent; any property will depreciate some when it is not used, but not any appreciable difference.

14. How much value would you place on the land?

A. A thousand dollars.

15. And $3500.00 then on the building?

A. Yes.

(Mr. Klawans)

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

C Albert Hodges

C. Albert Hodges

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 5th this day of December, 1952.

Emanuel K. Lawson (SEAL)
Examiner

K.H.McC. $2.00

Robert Witt, et al,	:	No. 10,511 Equity
	:	In the
vs.	:	Circuit Court
Unknown heirs of Fritz Witt, Allan M. Hartge and Levine F. Hartge	:	for
	:	Anne Arundel County
	:	

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

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court and it appearing to the Court that the real estate in this cause mentioned cannot be divided in kind without material loss or injury

It is thereupon this 6th day of December, in the year 1952, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate in these proceedings mentioned be sold and that George B. Woelfel and William J. Boehm be, and they are hereby appointed trustees to make said sale of the real estate and the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court, in the penal sum of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in the Maryland Gazette, a newspaper printed and published in Anne Arundel County aforesaid and such other as the Trustees may think proper of the time, place, manner and terms of the sale, which terms shall be a deposit of Five Hundred ($500) Dollars upon the day of sale, balance to be paid in cash upon the ratification of the sale, the deferred payment to bear interest at the rate of six percent and to

Filed 6 Dec., 1952.

35

be secured to the satisfaction of the said Trustees or all cash at the option of the purchaser, and, as soon as may be convenient 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 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 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 either of them; and the said 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 commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Nicholson
Judge

G 22056

LIBER 82 PAGE 174

No. 10,511 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William J. Boehm and George B. Woelfel of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Five Thousand Dollars ($5,000.00) current money, to be paid to the said state or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 10th day of December, 1952.

Filed 10 Dec., 1952

WHEREAS by Order of the Circuit Court for Anne Arundel County in a cause entitled "Robert Witt, et al, vs. unknown heirs of Fritz Witt, dec'd, et al", No. 10511 Equity, dated December 6, 1952, the above bounden Principals were appointed Trustees to make sale of the property mentioned in said proceedings, and whereas the said Principals 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 no effect; otherwide to be and remain in full force and virtue in law.

WITNESS:

Mary M. Hoff
Mary M. Hoff

Harry H. Smith
Harry H. Smith

Patricia F. Grierson
Patricia F. Grierson

George B. Woelfel (SEAL)
George B. Woelfel

William J. Boehm (SEAL)
William J. Boehm

Principals

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Approved this 10 Dec., 1952

37

GEORGE W. SCIBI . - - LIBER 82 PAGE 175 - - - Auctioneer

PUBLIC SALE

— OF VALUABLE —

REAL ESTATE

IN THE SEVENTH DISTRICT

CONSISTING OF APPROXIMATELY 2½ ACRES, IMPROVED BY FIVE-ROOM, WHITE ASBESTOS SHINGLED, FRAME DWELLING, NEAR THE CENTER OF SHADYSIDE AND KNOWN AS THE "WITT PROPERTY"

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated December 6th, 1952, and passed in a cause therein pending entitled Robert Witt vs. all unknown heirs of Fritz Witt, deceased, et al, No. 10511 Equity, the undersigned were duly appointed trustees to sell the property hereinafter described and will sell the same at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

Tuesday, January 6th, 1953

AT 10 O'CLOCK, A.M.

Filed 6 Jan., 1953

All that lot of ground lying, being and situate in the Seventh Election District of Anne Arundel County, Maryland, containing 2 acres, 3 rods, 6 perches, which Fritz J. Witt and Vinnie Witt, his wife, acquired from Thomas E. Atwell by deed dated January 14, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 99, folio 64, saving and excepting therefrom, one-eighth of an acre which was conveyed to West River Mutual Benefit Association by James M. Munroe and wife by deed dated September 10, 1898, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 11, folio 97.

IMPROVEMENTS: This property is improved by a one and one-half (1½) story frame dwelling, containing five (5) rooms, having white asbestos shingles, front porch and several adjacent outbuildings.

TERMS OF SALE: A cash deposit of Five Hundred ($500) Dollars will be required from the purchaser on the day of the sale, balance to be paid upon the ratification of the sale, the deferred payments to bear interest at the rate of 6% from the date of sale and to be secured to the satisfaction of the trustees or all cash at the option of the purchaser. All expenses to be adjusted to the date of sale.

For further particulars see George B. Woelfel or William J. Boehm, Trustees.

GEORGE B. WOELFEL,
WILLIAM J. BOEHM, Trustees,
9-11 School Street, Annapolis, Md.

8

Robert Witt, et al	:	No. 10,511 Equity
	:	in the
vs.	:	Circuit Court
	:	for
Unknown heirs of Fritz Witt, et al	:	Anne Arundel County
	:	
	:	

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

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

I hereby certify that upon this 6th day of January, 1953, I sold the within described property to Ira E. Siegert at and for the sum of Four thousand seven hundred fifty ($4750) Dollars, he being at that figure the highest bidder therefor.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Alan M. Hartge

George W. Scible (Seal)
George W. Scible, Auctioneer

Filed 6 Jan., 1953

I/ we hereby certify that upon this 6th day of January, 1953, we/I purchased the within described property from George B. Woelfel and William J. Boehm, Trustees, at and for the sum of Four thousand seven hundred fifty ($4750) Dollars and I/we do hereby agree to comply with the terms of said sale.

Witness my/our hand and seal placed hereon the day and year first above written.

Witness:

Alan M. Hartge

Ira E. Siegert (Seal)
Purchaser

Robert Witt, et al,	:	No. 10,511 Equity
	:	In the Circuit Court for
vs.	:	vs.
Unknown heirs of Fritz Witt, et al	:	Anne Arundel County
	:	
	:	

: : : : : : : : :

REPORT OF SALE

The report of George B. Woelfel and William J. Boehm, Trustees appointed by a decree of this Court, passed in the above entitled cause, dated December 6th, 1952, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House Door, in the said City of Annapolis, on the 6th day of January, 1953, at 10 o'clock A.M. and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the Seventh Election District of Anne Arundel County and more particularly described as follows:

Being all that lot of ground containing 2 acres, 3 rods, 6 perches of land, more or less, except one-eighth of an acre of land which was conveyed to the West River Mutual Beneficial Association by James Munroe and wife by deed dated September 10th, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97.

Filed 6 Jan, 1953

40

Being the same property which was conveyed unto Fritz J. Witt and Vinnie Witt, his wife, by Thomas E. Atwell by deed dated January 14th, 1925, and recorded amond the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64.

And your said Trustees sold the above described property to Ira E. Siegert at and for the sum of Four thousand seven hundred fifty ($4750) Dollars, he being at that sum the highest bidder therefor, the terms of said sale being a deposit of Five Hundred Dollars, balance upon ratification of the sale.

Respectfully submitted,

George B. Woelfel

William J. Boehm

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 6th day of January, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and William J. Boehm, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Stoll

Notary Public

41

ORDER NISI

Robert Witt, et al

versus

All unknown heirs of Fritz Witt, Deceased, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,511 Equity

Filed 6 Jan., 1953.

Ordered, this 6 day of January, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woelfel and William J. Boehm, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 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 16 day of February next.

The report states that the amount of sales to be $ 4,750.00.

Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Robert Witt, et al

versus

All unknown heirs of Fritz Witt, Deceased, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 18 Feb., 1953.

ORDERED BY THE COURT, This 18th day of February, 1953, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
a. J.

42

LIBER 82 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. February 3rd 1953

We hereby certify, that the annexed Order Nisi - Sale Equity Number 10,511 Robert Witt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of February, 1953. The first insertion being made the 8th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. M. G. 9297

43

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,511 Equity

ROBERT WITT, et al
Vs.
All Unknown Heirs Of Fritz Witt, Deceased, et al.

Ordered, this 6 day of January, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by George B. Woolfel and William J. Boehm, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of February next.

The report states that the amount of sales to be $4,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-20

Filed 17 Feb., 1953

In the Case of

Robert Witt,
et al
vs.
All Unknown Heirs of Fritz Witt, deceased,
Levine F. Hartge and
Alan H. Hartge

In the

Circuit Court

For

Anne Arundel County

No. 10,511 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 Apr., 1953.

April 23, 1953

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Dr. Robert Witt, et al vs. All Unknown Heirs of Fritz Witt, deceased, Levine F. Hartge and Alan M. Hartge

			in ac.	
To Trustees for Commissions, viz:	173	77	173	77
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	49	00		
Jos. C. Deegan - Sheriff's costs	2	35		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	12	00		
Auditor - stating this account	18	00	112	80
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	75	00		
Capital-Gazette Press - advertising sale	36	24		
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	20	00		
C. Albert Hodges - appraisal and testimony	15	00		
George W. Scible - auctioneer's fee	50	00		
George B. Woelfel - fee for legal services rendered (Order 4/10/53)	150	00		
Clerk of Court - certified copies	7	75		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Mary M. Hoff - notary fees	1	00	384	18
To Trustees for Taxes, viz:				
1951 State and County taxes	36	14		
1952 State and County taxes	31	31		
1953 State and County taxes ($32.18-adj)		66	68	11

To Trustees for Mortgage claims, viz:					
Allan M. Hartge and Levine F. Hartge - in full for first mortgage claim, viz:					
Principal	$550.00				
Interest from 4/21/44 to 3/6/53	292.88	842	88		
Allan M. Hartge and Levine F. Hartge - in full for second mortgage claim, viz:					
Principal	$2,000.00				
Interest from 2/6/45 to 3/6/53	970.00	2,970	00		
		3,812	88		
LESS Court costs decreed to be paid by Allan M. Hartge and Levine G. Hartge in #9964 Equity		69	40		
				3,743	48
Allan M. Hartge - amount advanced for 1950 State and County taxes ($26.00) and fire insurance premium ($11.58)		37	58	37	58
To Trustees for Court costs in #9964 Equity		69	40	69	40
BALANCE FOR DISTRIBUTION TO HEIRS OF FRITZ WITT	$203.18				
Distributed as follows:					
To Bernard O. Hardesty - this balance to apply on account of claim for funeral expenses of Vinnie Witt (Order of 4/17/53)		203	18	203	18
				4,792	50

with George B. Woelfel and William J. Boehm, Trustees Cr.

1953				
Jan.	6	Proceeds of Sale	4,750 00	
		Interest on deferred payment from 1/6/53 to 3/6/53	42 50	4,792 50
				4,792 50

46

LIBER 82 PAGE 185

ORDER NISI

Robert Witt,
et al
VERSUS
All Unknown Heirs of Fritz Witt,
Levine F. Hartge and
Allan M. Hartge

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,511 Equity.

ORDERED, This 27 day of April, 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 1 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 1 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 27 Apr., 1953

Filed 2 June, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of June, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Ulrichson
Judge

VERSUS

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

47

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1st, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.
Equity Number 10,511
Fritz Witt

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 1st day of June, 1953 The first insertion being made the 30th day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,511 Equity
ROBERT WITT, et al
Vs.
All Unknown Heirs of FRITZ WITT, LEVINE F. HARTGE, and ALLAN M. HARTGE.

Ordered, this 27th day of April, 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 1st 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 1st day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-14

Filed 2 June, 1953

48

JOHN B. ROWE, Assignee	*	IN THE CIRCUIT COURT
v.	*	FOR
DAVID N. MONET and ELIZABETH A. MONET, his wife	*	ANNE ARUNDEL COUNTY
		IN EQUITY No. 10,651

* * * * * * *

Mr. Clerk:-

Please docket the above entitled case and file in the proceedings Plaintiff's Exhibit No. 1, the same being the attached Mor tgage from David N. Monet and Elizabeth A. Monet, his wife, to First Federal Savings & Loan Association of Brooklyn dated April 3, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 566 folio 215, which Mortgage was assigned to John B. Rowe by Assignment dated January 13, 1953 and recorded among said Land Records in Liber JHH No. 566 folio 218.

Filed 27 Jan., 1953.

John B. Rowe

Attorney for Plaintiff

LIBER 81 PAGE 187

LIBER 566 PAGE 215

CITY OR COUNTY—FEE OR LEASEHOLD

No. 10,651 Equity

This Mortgage, made this 3rd day of April, in the year one thousand nine hundred and fifty, between DAVID N. MONET and ELIZABETH A. MONET, his wife of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN a body corporate, duly incorporated, Mortgagee.

Whereas the said Mortgagee has this day loaned to the Mortgagors

the sum of Forty-six hundred fifty (4650) - - - - - - - - - - - - - - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Forty-six and 50/100 - - - - - - - - - - - - - - - dollars plus 1/12 of the annual taxes, water rent, insurance premiums and other public charges and assessments, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Filed 27 Jan. 1953

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 67 as laid down and shown on Plat of Belvedere Beach which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3 folio 78.

BEING the same lot of ground which by assignment 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 assigned by Earl T. Maxwell and wife to the within named Mortgagors.

Plaintiff's Exhibit No. 1

2

FOR VALUE RECEIVED the First Federal Savings and Loan Association of Brooklyn hereby assigns the above and within mortgage for John B. Rowe for foreclosure purposes.

AS WITNESS the corporate seal of the First Federal Savings and Loan Association of Brooklyn attested by the Assistant Secretary and the signature of Lawrence F. Tieman, President thereof, this 13th day of January 1953.

First Federal Savings and Loan Association of Brooklyn

Test:

Vera J. Cearfoss
Assistant Secretary

By

Lawrence F. Tieman,
President

IT IS AGREED that the proceeds obtained from this Mortgage will not be used in violation of Regulation W as prescribed by the Board of Governors of the Federal Reserve System.

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, ~~forever exempt~~, forever during the residue of the terms of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of Twenty-four (24) Dollars payable half-yearly on the 25th days of April and October in each and every year.

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

And the said mortgagor(s)

for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, as follows:

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

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

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by James K. Cullen, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

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

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

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

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

WITNESS:

Mary Ruth Mullineaux

David N. Monet (SEAL)

Elizabeth A. Monet (SEAL)

(SEAL)

(SEAL)

LIBER 81 PAGE 190
LIBER 566 PAGE 218

INSPECTED E. BOLSTLER C. P. A.

INSPECTED F. O. R. H. L. S. R.

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 3rd day of April, in the year one thousand nine hundred and fifty Howard Co., before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Baltimore City~~, personally appeared DAVID N. MONET and ELIZABETH A. MONET, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared Lawrence F. Tieman, president of First Federal Savings & Loan Association of Brooklyn, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Mary Ruth Mullineaux
Mary Ruth Mullineaux, Notary Public.

My commission expires on
May 7th 1951.

Recorded- 21st April, 1950, at 11:30 A.M. "O.P.

3)

MORTGAGE

FROM
DAVID N. MONET and
ELIZABETH A. MONET, his wife

TO
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF BROOKLYN

Block No.

Received for record April 21
19 50 at 11:30 o'clock A. M.
Same day recorded in Liber
No. 566 folio 215 &c. one of
the Land Records of ~~Baltimore~~
and examined per
Clerk.
Cost of Record $

ROWE, CULLEN & ROWE
Attorneys-at-Law
2 E. Lexington Street
Baltimore, Md.

Property:

Description approved

Execution approved

LIBER 82 PAGE 191

SHORT ASSIGNMENT
OF MORTGAGE

FROM

FIRST FEDERAL SAVINGS AND LOAN

ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE

BLOCK

Received for Record Jan. 20, 1953
at 10 *o'clock* A. *M. Same day*
Recorded in Liber M. L. P. No. J. H. 4566
Folio 218 *etc., one of the* Land
Records of ~~Baltimore City~~ A. A. Co. *and examined.*

Per

John Hopkins 2nd

Clerk.

Rowe 6 Paid Certificate P. 1 75 1.75

7

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOHN B. ROWE, ASSIGNEE

vs.

DAVID N. MONET & ELIZABETH A. MONET, his wife

Plaintiff's
Exhibit No. 1

Mr. Clerk:

Please file.

John B. Rowe

ATTORNEY for
Plaintiff

LIBER 82 PAGE 192

Militar Affidavit under Soldiers' and Sailors' C' ' Relief Act of 1940
and Amendment thereto of October 6, 1942

JOHN B. ROWE, ASSIGNEE	**IN THE**
	Circuit Court [redacted]
vs.	[redacted] FOR
DAVID N. MONET and	[redacted]
ELIZABETH A. MONET, his wife	ANNE ARUNDEL COUNTY, IN EQUITY
	No. 10,651
	Docket ..... **Fol.** .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Lawrence F. Tieman, President of First Federal Savings & Loan Association of Brooklyn, Mortgagee in the above entitled case,

and made oath in due form of law that he ([redacted]) knows the defendant herein, and that to the best of his ([redacted]) information, knowledge and belief

(1) said defendant~~s~~ is not in the military service of the United States,

(2) said defendant~~s~~ is not in the military service of any nation allied with the United States,

(3) said defendant~~s~~ has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant~~s~~ is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Lawrence F. Tieman
Affiant.

Subscribed and sworn to before me this 16th day of February 1953.

Irene Cheraytz
Notary Public

INCORPORATED NOTARY PUBLIC BALTIMORE, MD.

Filed 18 Feb., 1953

8

JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
vs.	*	FOR
DAVID N. MONET and ELIZABETH A. MONET, his wife	*	ANNE ARUNDEL COUNTY, IN EQUITY No. 10,651

* * * * *

STATEMENT OF MORTGAGE DEBT

AMOUNT of Principal Mortgage Debt from David N. Monet and Elizabeth A. Monet his wife, to First Federal Savings & Loan Association of Brooklyn dated April 3, 1950		$4650.00
INTEREST from December 1, 1952 to February 24, 1953		59.38
		$4709.38
LESS:		
Amount paid on account of principal	$506.57	
Balance remaining in property expense account	73.05	579.62
BALANCE due Mortgagee to February 24, 1953		$4129.76

Filed 18 Feb., 1953.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 16th day of February, 1953, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOHN B. ROWE, Assignee, the Plaintiff in the Above entitled cause, and made oath that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

Irene Chernyz

Irene Chernyz, Notary Public

IRENE CHERNYZ NOTARY PUBLIC BALTIMORE

9

Assignee's
~~Mortgagee's~~ Bond.

1-369 1m-12-32

No. 10,651 Equity

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we John B. Rowe - 2 E. Lexington Street, Baltimore, Maryland - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) - - - - - - - - - - - - - - - - - - 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 February - - - - - - in the year nineteen hundred and fifty-three.

Whereas, the above bounden John B. Rowe, Assignee by virtue of the power contained in a Mortgage from David N. Monet and Elizabeth A. Monet, his wife to the First Federal Savings & Loan Association of Brooklyn bearing date the 3rd day of April nineteen hundred and fifty and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 566, Folio 215, and WHEREAS, assignment of said mortgage has been made to John B. Rowe and he is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden John B. Rowe 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

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

Attest:

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President G. LeeBurgess

Witness as to Surety: E. M. Keyser
E.M.Keyser

Attest V. N. Mercier
Assistant Secretary V.N.Mercier

Approved this 18 February, 1953
John H. Hopkins, 3rd, Clerk

Filed 18 Feb., 1953

10

JOHN B. ROWE, ASSIGNEE	*	IN THE
	*	CIRCUIT COURT
VS.	*	FOR
DAVID N. MONET and ELIZABETH A. MONET, his wife.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 10,651

* * * * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Capital-Gazette Press", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Tuesday, February 24, 1953, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the leasehold property mentioned and described in the mortgage filed in these proceedings, unto Ralph J. Pellicone and Angela H. Pellicone, his wife, at and for the sum of Thirty-five Hundred (3500.00) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

Filed 27 Feb., 1953

Respectfully submitted,

John B. Rowe

John B. Rowe,
Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Irene Chernyz

Irene Chernyz, Notary Public

11

LIBER 82 PAGE 196

ORDER NISI

JOHN B. ROWE, ASSIGNEE

versus

DAVID N. MONET and
ELIZABETH A. MONET, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,651 Equity

Filed 27 Feb., 1953

Ordered, this 27 day of February, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 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 6 day of April 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)

JOHN B. ROWE, ASSIGNEE

versus

DAVID N. MONET and
ELIZABETH A. MONET, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Apr., 1953.

ORDERED BY THE COURT, This 9th day of April, 1953, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

12

LIBER 82 PAGE 197 O CE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 15th, 1953

We hereby certify, that the annexed Order Nisi - Sale Equity 10,651 David N. Monet

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 April, 1953 The first insertion being made the 5th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Ay Green

No. MG 4139

13

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,651 Equity
JOHN B. ROWE, ASSIGNEE
Vs.
DAVID N. MONET and ELIZABETH A. MONET, his wife.

Ordered, this 27th day of February, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th 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 6th day of April next.

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

JOHN H. HOPKINS, 3rd., Clerk.

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

m-28

Filed 8 Apr., 1953

In the Case of

John B. Rowe,
Assignee
vs.
David N. Monet
and
Elizabeth A. Monet, his wife

In the
Circuit Court
For
Anne Arundel County

No. 10,651 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 8 May, 1953.

May 6, 1953.

All of which is respectfully submitted.

Laura B. Jicklin
Auditor.

Dr. John B. Rowe, Assignee, vs. David N. Monet and Elizabeth A. Monet, his wife

			in ac.	
To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	135	87	185	87
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - Order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	4	50		
New Amsterdam Casualty Co. -bond premium	20	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	75		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Notary fees	1	00	103	86
To Assignee for Taxes, viz:				
1953 State and County taxes -adjusted	7	95	7	95
To Assignee for Ground Rent, viz:				
Annual rental of $24.00 - adjusted Oct. 25 to Feb. 24, 1953 - four months	8	00	8	00
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	3,185	57	3,185	57
			3,529	00
Amount of mortgage claim filed	4,129	76		
Cr. Amount allowed as above	3,185	57		
Balance subject to decree in personam	944	19		

15

with John B. Rowe, Assignee Cr.

1953						
Feb.	24	Proceeds of Sale	3,500	00		
		Interest on deferred payment	29	00	3,529	00
					3,529	00

LIBER 82 PAGE 201

ORDER NISI

John B. Rowe,

Assignee

VERSUS

David N. Monet

and

Elizabeth A. Monet, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,651 Equity.

Filed 8 May, 1953

ORDERED, This 8 day of May, 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 15 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 15 day of June next.

John H. Hopkins, 3rd, Clerk

Filed 16 June, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of June, 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 [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson

Judge

17

LIBER 82 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. June 2nd, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity Number 10,651 David N. Monet

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 15th day of June, 1953 The first insertion being made the 14th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,651 Equity
JOHN B. ROWE, Assignee
Vs.
DAVID N. MONET And ELIZABETH A. MONET, His Wife.

Ordered, this 8th day of May, 1953, That the Report and Accounts 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 15th 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 15th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-28

Filed 16 June, 1953

MG 3499

18

LIBER 82 PAGE 203

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Sitting As A Court of Equity

JOHN W. LEON 1739 F Street, N. W. Washington, D. C., and Robert E. Van Cleave Oak Forest Illinois Trustees v. ARLENE E. HUGHES, and MELBOURNE WINSOR HUGHES Mortgagors.	)))))))))))))))	Equity No. 10,680.

Filed 11 Mar., 1953

LINE

To the Clerk of the Said Court:

Please docket suit as above indicated, file the original Deed of Trust herewith handed to you, approve the enclosed bond of trustees, and enter my appearance for trustees John W. Leon and Robert E. Van Cleave named as such in said Deed of Trust.

Ralph R. Sachs
Solicitor for Trustees.

RALPH R. SACHS
1919 K STREET, N. W.
WASHINGTON 6, D. C.

DUPONT CIRCLE BLDG.
NORTH 7-1071

MARYLAND DEED OF TRUST

LIBER 82 PAGE 204
LIBER 669 PAGE 254

Law Reporter Blank No. 102
818 FIFTH ST. N.W., WASHINGTON, D. C.

No. 10,680 Equity.

RECORDATION TAX ACT OF 1947 $2.20 $2.20

This Deed

Made this 12th *day of* February *, A. D. 19* 52 *, by and between*

Arlene E. Hughes and Melbourne W. Hughes
parties of the first part, and

JOHN W. LEON and ROBERT E. VAN CLEAVE
parties of the second part:

Whereas, Arlene E. Hughes and Melbourne Winsor Hughes are *justly indebted unto* Vincent P. Boudren *in the full sum of* Two Thousand One Hundred Eighty Six and 98/100 *Dollars* as evidenced by their joint and several promissory note of even date providing for the payment of principal and interest, at 6% per annum, in monthly installments of $52.50, beginning on the 1st day of March, 1952, with the privilege of making larger payments in any amount; each installment when so paid to be applied first, to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal and providing for acceleration in event of default at option of the holder of the note, said note being in the amount of $ 2,186.98 .

Filed 11 Mar, 1953

And Whereas, *the parties of the first part desire to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.*

Now, Therefore, This Indenture Witnesseth, *that the parties of the first part, in consideration of the premises, and of one dollar lawful money of the United States of*

America to them *in hand paid by the part* ies *of the second part the receipt of which before the sealing and delivery of these presents is hereby acknowledged ha granted and do hereby grant unto the part*ies *of the second part the following described land and premises, situate in the County of* Anne Arundel *State of Maryland, known and distinguished as*

All those two lots of ground situate in the First Election District of Anne Arundel County, Maryland, designated as Lots Numbered Eleven (11) and twelve (12) in Block "B" Section One (1) of Loch Haven Beach, as shown on a plat of Loch Haven Beach made by J. Revell Carr, Surveyor, May, 1946, which plat is reocrded among the land plat records of Anne Arundel County, in Cabinet 3, Rod-E-7, Plat Number 11. Being the same lots of ground which were conveyed to the said Arlene E. Hughes _____ by deed dated January 25, 1952 and recorded simultaneously herewith.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the part ies *of the first part of, in, to, or out of the said land and premises.*

In and Upon the Trusts, Nevertheless, *hereinafter declared; that is to say: IN TRUST to permit said or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of* said *promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same 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*

or assigns, at their cost.

3

And Upon This Further Trust, *upon any default or failure being made in the payment of* said *note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said part* ies *of the second part or the trustee acting in the execution of this trust shall have the power and it shall be* their *or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the part* ies *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 of the proceeds of said sale or sales:* FIRSTLY, *to pay all proper costs, charges, and expenses, including all fees and costs herein provided for, and all moneys advanced for taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of* 5 *per centum 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, is 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 said or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

And *the said* Arlene E. Hughes and Melbourne Winsor Hughes *do hereby agree at* their *own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full sum of dollars, in the name and to the satisfaction or the part of the second part, or substituted trustee, in such fire insurance company or companies as the said part of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And *it is further agreed 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 the commission above provided, to be computed on the amount of the debt hereby secured.*

And *the said part of the first part covenant that* they *will warrant specially the land and premises hereby conveyed, and that* they *will execute such further assurances of said land as may be requisite or necessary.*

In Witness Whereof, *the said part of the first part ha* ve *hereunto set* their *hand*s *and seal* s *on the day and year first hereinbefore written.*

Signed, sealed and delivered in the presence of—

Leola Clevenger LEOLA CLEVENGER — Arlene E. Hughes ARLENE E. HUGHES [SEAL]

Leola Clevenger LEOLA CLEVENGER — Melbourne Winsor Hughes MELBOURNE WINSOR HUGHES [SEAL]

[SEAL]

[SEAL]

LIBER 82 PAGE 207

State of Maryland
County of Queen Anne, } ss.:

LIBER 669 PAGE 257

I Hereby Certify *that on this* 12th *day of* [illegible] *19* 52 *before the subscriber, a* notary public in and for said State of Maryland and County of Queen Anne *personally appeared* Arlene E. Hughes *and* Melbourne Winsor Hughes, her husband ~~wife~~, *and did each acknowledge the aforegoing Deed to be* their *act.*

In Testimony Whereof, *I have affixed my official seal this* 12th *day of* February, *A. D. 19* 52.

Leola Clevenger
LEOLA CLEVENGER Notary Pub. Md.
My Commission Expires on the
5th day of February 1953

Recorded- 4th March, 1952, at 1:50 P.M.

Arlene E. Hughes et vir

TO

JOHN W. LEON et al

Trustees.

Received for Record on the 4 day of [illegible], A. D. 19 52, at 1-30 o'clock P. M., and recorded in Liber No. 669 Folio 257, one of the Land Records for Anne Arundel County, State of Maryland.

[illegible] Clerk.

Please Mail To:

Ralph R. Sachs
Attorney at Law
1919-K Street, N. W.
Washington, D. C.

(Mortgagee's or Attorney's Bond)

No. 10,680 Equity

LIBER 82 PAGE 208

Know all Men by these Presents,

THAT WE John W. Leon and Robert E. Van Cleave

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Five Hundred Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this twenty-seventh day of February in the year nineteen hundred and fifty-three

WHEREAS, the above bounden

John W. Leon and Robert E. Van Cleave

by virtue of the power contained in a ~~mortgage~~ Deed of Trust from Arlene E. Hughes and Melbourne Winsor Hughes, her husband, / to John W. Leon and Robert E. Van Cleave, Trustees bearing date the fifth day of February nineteen hundred and fifty-two and recorded among the land records of Anne Arundel County Maryland ( ) in Liber JHH 669 No. Folio 254 and

Mar, 1953

Filed 11

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

Now the Condition of this Obligation is such, that if the above bounden John W. Leon and Robert E. Van Cleave

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

Signed, sealed, and delivered in presence of

Nicola Brenner AS TO VAN CLEAVE

Benjamin E. Beber as to John W. Leon

Robert E. Van Cleave [SEAL]
Robert E. Van Cleave

John W. Leon [SEAL]

HARTFORD ACCIDENT AND INDEMNITY COMPANY [SEAL]

By W. N. Weir [SEAL]
Attorney-in-fact

Approved this 11 Mar, 1953
John H. Hopkins, 3rd, Clerk

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

6

RALPH R. SACHS
Attorney At Law
Dupont Circle Bldg., Washington 6, D. C.

TRUSTEES' SALE

— OF —

Improved Real Estate

In CAPE LOCH HAVEN, ANNE ARUNDEL COUNTY, MARYLAND.
ATTRACTIVE ALL YEAR ROUND ONE-STORY MASONRY DWELLING ON LARGE CORNER — BEAUTIFULLY LANDSCAPED.

Filed 7 Apr., 1953

Under and by virtue of a power of sale contained in a certain deed of trust from Arlene E. Hughes and Melbourne Winsor Hughes, her husband, to John W. Leon and Robert E. Van Cleave, trustees, dated February 5, 1952, and recorded in Liber J. H. H. 669 at folio 254 among the land records of Anne Arundel County, Maryland, default having occurred in the payment of the indebtedness secured thereunder, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at public auction at the Courthouse in Annapolis, Maryland, on

Friday, April 3rd, 1953

AT 11:30 O'CLOCK, A.M.

the property in said deed of trust described as:

Lots Numbered Eleven (11) and Twelve (12), in Block lettered "B," Section 1, First Election District of Anne Arundel County, Maryland, in sub-division known as Loch Haven Beach and now popularly known as Cape Loch Haven.

SUBJECT to a first mortgage in favor of the Jefferson Standard Life Insurance Company in the amount of $6,500.00 with present balance of about $6,000.00 and

SUBJECT to restrictions and covenants of record.

This large dwelling, well-built about 1946, contains two bedrooms, living room with fireplace, large scientific kitchen with breakfast nook built-in, refrigerator and range, sun porch with picture window, sun deck overhead, barbecue pit in rear grounds and modern bath. The house faces South River and is only one block from same.

TERMS OF SALE: All cash over first mortgage upon ratification by the Court; a deposit of $500.00 will be required at time of sale. Conveyancing, recording, stamps, taxes, certificate of title, etc., at cost of purchaser.

Terms of sale to be complied with within five (5) days after the final ratification thereof by the Circuit Court for Anne Arundel County, Maryland; otherwise property will be resold at the cost and risk of defaulting purchaser.

JOHN W. LEON,
ROBERT E. VAN CLEAVE,
Trustees.

7

LIBER 82 PAGE 210

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Sitting As A Court of Equity

JOHN W. LEON et al Trustees v. Arlene E. Hughes et vir Mortgagors.	)	Equity No. 10,680

MEMORANDUM OF SALE

Said property sold to undersigned purchaser this 3RD day of April, 1953 per terms of advertisement, copy of which is attached hereto for the sum of $ 3,300.00. The sum of $500.00 was paid to Ralph R. Sachs, Attorney for Trustees aforesaid, as deposit on said purchase.

PERPETUAL INVESTMENT CO.
BY David F. Linowes
Purchaser
DAVID F. LINOWES
PRESIDENT

Witnessed:

George W. Scible

George W. Scible - Auctioneer.

Filed 7 Apr., 1953

RALPH R. SACHS
1919 K STREET, N. W.
WASHINGTON 6, D. C.

DUPONT CIRCLE BLDG.
NORTH 7-1071

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND

Sitting As A Court of Equity

JOHN W. LEON et al	)	
Trustees	)	Equity No. 10,680
v.	)	
ARLENE E. HUGHES ET VIR	)	
Mortgagors	)	

REPORT OF SALE

The report of John W. Leon and Robert E. Van Cleave, trustees under Deed of Trust from Arlene E. Hughes and Melbourne Winsor Hughes, her husband, to John W. Leon and Robert E. Van Cleave, Trustees, secured on the property described in particular in publication attached to and made part of Auctioneer's Memorandum of Sale filed in this cause, said property being situate in Anne Arundel County, State of Maryland, and said Deed of Trust having been duly recorded among the Land Records for said County in Liber JHH 669, Folio 254, respectfully shows:

That default having occurred in the payment of the debt secured by said conveyance, and at the request of the party secured by said conveyance, and after having given bond with security for the faithful performance of their trust and after having complied with all the other prerequisites as prescribed by law and said conveyance, and after having given notice of the manner, time, place and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in said County, for at least four successive weeks before the date of sale, the Trustees, pursuant, to such notice, in front of Courthouse door, at Annapolis, Maryland, on Friday,

Filed 7 Apr., 1953.

April 3, 1953, at the hour of 11:30 a. m., proceeded to sell said property in the manner following:

That said Trustees, by their auctioneer, offered for sale to the highest bidder, the land hereinabove referred to.

That said Trustees sold the above described land to PERPETUAL INVESTMENT CO., A DELAWARE CORPORATION for the sum of THREE THOUSAND THREE HUNDRED Dollars ($3,300.00) SUBJECT TO FIRST TRUST OF RECORD, he being the highest bidder therefor.

That said sale was in all respects fair and the price received therefor was adequate and fair.

Respectfully Submitted,

John W. Leon

Robert E. Van Cleave.

District of Columbia, ss:

I hereby certify that on the 6th day of APRIL, 1953, before the subscriber, a notary public of the said District, personally appeared John W. Leon, one of the Trustees named in the foregoing Report of Sale and made oath in due form of law that the matters and things set forth in the said foregoing Report of Sale are true as therein stated to the best of his knowledge information and belief and that said sale was fairly made.

In testimony whereof, I hereunder give my name and fix my official seal.

My Commission Expires On the 28 day of February, 1956

10

State of Illinois,

County of Cook, ss:

I hereby certify that on the 4th day of APRIL, 1953, before the subscriber, a notary public of the said State and County, personally appeared Robert E. Van Cleave, one of the Trustees named in the foregoing Report of Sale and made oath in due form of law that the matters and things set forth in the said foregoing Report of Sale are true as therein stated to the best of his knowledge information and belief and that said sale was fairly made.

In testimony whereof, I hereunder give my name and fix my official seal.

NICOLAS ZNEIMER NOTARY PUBLIC COOK COUNTY, ILL.

Nicolas Zneimer
Notary Public.
My Commission Expires on the 31st day of Oct, 1953.

Nicolas Zneimer
(Type Notary's name above.)

RALPH R. SACHS
1919 K STREET, N. W.
WASHINGTON 6, D. C.

DUPONT CIRCLE BLDG.
NORTH 7-1071

11

LIBER 82 PAGE 214

ORDER NISI

John W. Leon and
Robert E. Van Cleave, Trustees

versus

Arlene E. Hughes and
Melbourne Winsor Hughes

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,680 Equity

Filed 7 Apr., 1953

Ordered, this 7 day of April, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by John W. Leon and Robert E. Van Cleave, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 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 18 day of May next.

The report states that the amount of sales to be $ 3,300.00, subject to first Trust of Record.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

John W. Leon and
Robert E. Van Cleave, Trustees

versus

Arlene E. Hughes and
Melbourne Winsor Hughes

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 19 May, 1953

ORDERED BY THE COURT, This 19th day of May, 19 53, that the sale made and reported by the Trustees aforesaid, be and the same is finally ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

12

LIBER 82 PAGE 215

No. 10,680 Equity

(Mortgagee's or Attorney's Bond) Additional Bond

Know all Men by these Presents,

THAT WE John W. Leon and Robert E. Van Cleave

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars,

to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this THIRTEENTH day of April in the year nineteen hundred and Fifty-Three

WHEREAS, the above bounden John W. Leon and Robert E. Van Cleave

by virtue of the power contained in a ~~mortgage~~ deed of trust from Arlene E. Hughes and Melbourne Winsor Hughes to John W. Leon and Robert E. Van Cleave

bearing date the fifth day of February nineteen hundred and fifty-two and recorded among the land records of Anne Arundel County Maryland (.....) in Liber J.H.H. No. 669 Folio 250 and

said John W. Leon and Robert E. Van Cleave

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

Now the Condition of this Obligation is such, that if the above bounden John W. Leon and Robert E. Van Cleave

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

Signed, sealed, and delivered in presence of

Nicolas Freemer
Witnessed as to Van Cleave

Ralph R. Sachs
Witnessed as to Leon.

Robert E. Van Cleave (SEAL)
Robert E. Van Cleave

John W. Leon (SEAL)
John W. Leon

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By W. R. Weise (SEAL)
Attorney-in-fact

Approved this 15th day of April, 1953
John H. Hopkins, 3rd, Clerk

Filed April 15, 1953.

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

13

LIBER 82 PAGE 216

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 13th, 1953

We hereby certify, that the annexed

Order Nisi - Sale
Equity Number 10,680

John W. Leon - Arlene E. Hughes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of May, 1953. The first insertion being made the 16th day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,680 Equity
JOHN W. LEON and ROBERT E. VAN CLEAVE, Trustees
Vs.
ARLENE E. HUGHES and MELBOURNE WINSOR HUGHES.

Ordered, this 7th day of April, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John W. Leon and Robert E. Van Cleave, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of May next.

The report states that the amount of sales to be $3,300.00, subject to first Trust or Record.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-7

Filed 15 May, 1953.

MG 2603

14

LIBER 82 PAGE 217

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN W. LEON et al
Trustees
vs.
Arlene E. Hughes et vir

Equity No. 10,680.

MILITARY AFFIDAVIT

District of Columbia, ss:

Ralph R. Sachs, being duly sworn, deposes and says that at the time of the instituting of these proceedings and at the time of the trustees' sale reported herein, Melbourne W. Hughes was not in the military service within the meaning ~~of~~ SECTION 200 OF SOLDIERS AND SAILORS CIVIL RELIEF ACT OF 1940, AS AMENDED, (50 U. S. C. A. Sec. 532,) and that Arlene E. Hughes died in 1952.

Ralph R. Sachs

Subscribed and Sworn to before me this 1st day of June, 1953.

Dorothy M. Butler
Notary Public, D. C.

My Commission Expires Aug. 14, 1957

Filed 2 June, 1953.

RALPH R. SACHS
1919 K STREET, N. W.
WASHINGTON 6, D. C.

DUPONT CIRCLE BLDG.
NORTH 7-1071

15

LIBER 82 PAGE 218

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN W. LEON et al Trustees v. ARLENE E. HUGHES et vir	)	No. 10,680 Equity

AFFIDAVIT OF MORTGAGE INDEBTEDNESS

District of Columbia, ss:

John B. Brady, having been duly sworn according to law, deposes and says: that he is the present holder of a certain promissory note made by Arlene E. Hughes and Melbourne Winsor Hughes secured by a Deed of Trust foreclosed in these proceedings and dated February 5, 1952; that he was the holder of said note on the 3rd day of April, 1953, the date of sale of the property secured; that the principal balance and interest due on said note as of the said 3rd day of April, 1953 was as follows:

Principal Balance	$ 1,807.02
Interest at 6% per annum from November 14, 1952, the date of last payment	41.58
	$ 1,848.60

that he is presently the holder of said note and that no further payments have been made thereon.

John B. Brady

Subscribed and sworn to before me this 2nd day of June, 1953.

Notary Public, D.C.

Filed 5 June, 1953.

RALPH R. SACHS
WASHINGTON 6, D. C.
DUPONT CIRCLE BLDG.
NORTH 7-1071

16

In the Case of

John W. Leon
and
Robert E. Van Cleave, Trustees
vs.
Arlene E. Hughes
and
Melbourne Winsor Hughes

In the

Circuit Court

For

Anne Arundel County

No. 10,680 Equity

To the Honorable, the Judges of said Court:

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

Filed 19 June, 1953

June 12, 1953.

All of which is respectfully submitted.

Laura K. Zickling
Auditor.

17

Dr. John W. Leon and Robert E. Van Cleave, Trustees, vs. Arlene E. Hughes and Melbourne W. Hughes in ac.

To Trustees for Commissions, viz:	166	13	166	13
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	00		
Auditor - stating this account	13	50	43	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premiums	14	00		
George W. Scible - auctioneer's fee	35	00		
Notary fees	2	00	114	69
To Trustees for Taxes, viz:				
1953 State and County taxes ($126.42 - adjusted to 4/3/53)	32	52	32	52
To John R. Brady, holder of the note secured by the deed of trust from Arlene E. Hughes and Melbourne W. Hughes - in full for mortgage claim filed	1,807	02		
Interest from 11/14/52 to 4/3/53	41	58	1,848	60
To Arlene E. Hughes, mortgagor - this balance	1,117	11	1,117	11
			3,322	55

with John W. Leon and Robert E. Van Cleave, Trustees Cr.

1953				
Apr.	3	Proceeds of Sale	3,300 00	
		Interest on deferred payment from 4/3/53 to 5/22/53	22 55	3,322 55
				3,322 55

19

LIBER 82 PAGE 222

ORDER NISI

John W. Leon and
Robert E. Van Cleave, Trustees
VERSUS
Arlene E. Hughes
and
Melbourne Winsor Hughes

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,680 Equity.

ORDERED, This 19 day of June, 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 27 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of July next.

John H. Hopkins, 3rd Clerk

Filed 19 June, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25 day of January, 19 54, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge.

Filed 25 Jan., 1954

Maryland Gazette

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

20

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq - 10680

Arlene E. Hughes

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of July, 1953. The first insertion being made the 25th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9642

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,680 Equity
JOHN W. LEON and ROBERT E. VAN CLEAVE, Trustees
Vs.
ARLENE E. HUGHES and MELBOURNE WINSOR HUGHES.

Ordered, this 19th day of June, 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 July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-9

Filed 25 Jan., 1954

21

LIBER 82 PAGE 223

No. 7209 Equity

In the matter of the
Sale of the
Mortgaged Real Estate
of
Emma L. Schumacher.

Received for Record 14 day
of July 1936, at 2 o'clock M
and same day recorded in Liber
F. S. R., No. 81, Fol. 336 Land
Records of Anne Arundel County.
Frank G. Marrow Clerk.

7.50
paid.

Original Mortgage.

Mr. Clerk.

Please docket
this suit and file
this original Mortgage.

Eugene R. Childs
Assignee.

Filed July 14th 1936.

BUILDING ASSOCIATION MORTGAGE—(with Clause)—County. The Daily Record Co. Print, Baltimore.

LIBER 82 PAGE 224

This Mortgage, Made this 29th day of August

in the year nineteen hundred and thirty, between

EMMA L. SCHUMACHER, single,

of the City of Baltimore, in the State of Maryland, Mortgagor, and

THE BENEVOLENT BUILDING & LOAN ASSOCIATION, Inc.,

of the second part

a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Emma L. Schumacher,

being a member of said body corporate, has received therefrom an advance of

Eight Hundred Dollars ($800.00),

on Eight (8) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance of Eight Hundred Dollars.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Emma L. Schumacher,

do th grant, assign and convey unto the said mortgagee, its successors and assigns, all that lot or parcel of ground situate and lying in Anne Arundel County, and described as follows:

BEGINNING for the same at a stake now planted in the east line of the 66¾ acre tract of land belonging to Mrs. Matilda A. Fleet recorded in G. W. 138, folio 250 of the Land Records of Anne Arundel County, Maryland, which said east line is also the south outline of the Alms House lot, said beginning being distant as measured along the aforesaid east line north 67 degrees 5 minutes west 772.8 feet from a stone the original beginning of the above 66¾ acre tract belonging to Mrs. Matilda A. Fleet, thence running from said beginning and across the whole tract south 13 degrees 30 minutes west 211.4 feet and north 67 degrees 5 minutes west 208.75 feet to the tide line of Barn Creek, thence along the tide line of same north 13 degrees 30 minutes east 211.4 feet to intersect the above mentioned east line of the 66¾ acre tract, and the south outline of the Alms House lot, thence with said line south 67 degrees 5 minutes east 208.75 feet to the beginning.

Containing one square acre of ground.

Subject however to a right of way leading into the above property leading through the lands of Mrs. Matilda A. Fleet described as follows:

2

Beginning at the end of the County Road leading into the Alms House property at a point distant south 22 degrees 55 minutes west 12 feet from the stone above mentioned which is situated where the County Road ends and leads into the Alms House lot and running from said beginning and through the lands of Mrs. Fleet, parallel with the east line of the 66¾ acre tract, assuming a width of 12 feet throughout until it intersects the first line of the above one acre description.

BEING all and the same lot or parcel of ground and premises, which by Deed dated July 23, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 14, folio 354, was granted and conveyed by Matilda A. Fleet, unto the said Emma L. Schumacher.

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

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid, unto

The Benevolent Building & Loan Association, Inc.,

its successors and assigns, in fee simple forever.

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

AND the said Emma L. Schumacher,

for herself, her heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Two Dollars ($2.00)

as dues until the said sum of Eight Hundred Dollars, shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of Ninety-six Cents as interest until the sum of One Hundred Dollars, ~~dollars~~ shall be repaid in weekly dues, when the said weekly payments of

interest shall be reduced Twelve cents; and so on, and as often as One Hundred dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced Twelve cents; to pay all fines and penalties that may be imposed upon her by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

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

AND the said mortgagor covenant s to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of **Eight Hundred Dollars,** shall be repaid.

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

AND it shall be lawful for the said mortgagee, its successors or assigns, or for its attorney or agent , at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Baltimore 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 commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagor **her** heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

AS WITNESS **the** hand and seal **of the said Mortgagor.**

TEST:

SIMON I. KEMP NOTARY PUBLIC BALTIMORE, MD.

Simon I. Kemp

Emma L. Schumacher (SEAL)

(SEAL)

(SEAL)

(SEAL)

4

LIBER 82 PAGE 227

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 29th day of August, in the year nineteen hundred and thirty before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared EMMA L. SCHUMACHER,

the Mortgagor named in the foregoing Mortgage, and she acknowledged the foregoing Mortgage to be her act. At the same time also appeared W. Howard Dashiell, 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.

Simon I Kemp
Notary Public.

MORTGAGE

FROM

EMMA L. SCHUMACHER,

TO

THE BENEVOLENT BUILDING & LOAN ASSOCIATION, Inc.

BLOCK NO.

Received for Record 26 day of Nov 1930, at 9 o'clock a M. Same day recorded in Liber J.S.R. No. 81 Folio 382 &c., one of the Mortgage Records of Balto City and examined per , Clerk.

Cost of Record, $ 4.50 Paid

7
4-5-0

For value received I do hereby assign the within mortgage to Benj. R. Dashiell, attorney for the Trustee of Jonathan.
Witness my hand and seal this 13th day of July 1936.

Witness
Benj. R. Dashiell (Seal)

In the Matter of the Sale of : In the Circuit Court
the Mortgaged Real Estate of : for Anne Arundel County.
Emma L. Schumacher : No. Equity.

Amount of Mortgage from Emma L. Schumacher, single to The Benevolent Building and Loan Association, Inc., dated the 29th day of August in the year 1930 and recorded among the land record books of Anne Arundel County in Liber F.S.R. No. 81 folio 332. and assigned by The Benevolent Building and Loan Association, Inc., to Rawley D. Carey by long assignment left with the Clerk of the Circuit Court for Anne Arundel County on the 10th day of July in the year 1936 to be recorded among the land records of said County.....Principle 800.....$1152.84
Interest 282.84
Taxes advanced 69.50

Rawley D Carey
Assignee of Mortgage.

Filed July 14, 1936

State of Maryland, ~~Anne Arundel County~~ Baltimore City, to wit:

I hereby certify that on this 13th day of July in the year 1936, before me the subscriber a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Rawley D. Carey 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 seal Notarial.

Edward J. Wagner
Notary Public.

The amount statement of money advanced by Rawley D. Carey for Principal, interest and taxes on the Schumacher mortgage assigned to him is correct.

Witness the Benevolent Building and Loan Association by its President and the corporate seal duly attested by its Secretary.

Sydney Becker
Secretary.

The Benevolent Bldg. & Loan Assn.
by W Howard Dashiell
President

6

LIBER 82 PAGE 229

KNOW ALL MEN BY THESE PRESENTS:

That we, EUGENE P. CHILDS as Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation, organized and existing under and by virtue of the Laws of the State of New York, and authorized to do surety business in the State of Maryland, as Surety, are held bound to the State of Maryland in the full and just sum of One Thousand Two Hundred and 00/100 ($1,200.00) 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 heirs, executors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of August, 1936.

WHEREAS, the above bounden EUGENE P. CHILDS by virtue of the power contained in a mortgage assigned from Rawley D. Carey bearing date the 29" day of August, 1930, and recorded among the Land Records of Anne Arundel County, in W. M. B. #14, Folio 354 and duly assigned to EUGENE P. CHILDS, Trustee, under date of July 13, 1936 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 EUGENE P. CHILDS does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfil 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

Eugene P. Childs (Seal)
Principal

William W. Townshend Jr.
Agent for Metropolitan Casualty Ins. Co. of New York

THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK

By [signature]
Vice-President

Attest [signature]
Asst. Secretary

APR 22 1937

LIBER 82 PAGE 230

No. 7209 Equity

FROM

In the matter of the sale of the Mortgaged Real Estate of Emma E. Schumacher

TO

Bond.

LOYALTY GROUP

TO LOYAL AGENTS LOYAL TO PRINCIPLE LOYAL

Filed Aug. 25th 1936

Agent:
William M. Dornhand, Jr.
[illegible] Street
Annapolis, Maryland

Telephone [illegible]

CAS. BOND. 5284 REV. 5M 12-35 284707 Printed in U.S.A.

Filed & Approved this 25th day of August 1936.

Frank A. Munro, Clerk.

In the Matter of the Sale of : No. 7209 Equity.
the Mortgaged Real Estate of : In the Circuit Court
Emma L. Schumacher : for Anne Arundel County.

To the Honorable the Judges of said Court.

The Report of Sale of Eugene P. Childs, Assignee of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Emma L. Schumacher, dated the 29th day of August in the year Nineteen hundred and thirty and recorded among the land record books of Anne Arundel County in Liber F.S.R. No. 81 folio 332, the said Eugene P. Childs, Assignee of 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 requisities of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, August 25, 1936 at 11:00 o'clock, A.M., and then and there sold the said property to Rawley D. Carey..... at and for the sum of Twenty-eight hundred twenty-five ($2825.00) Dollars, he being at that figure the highest bidder therefore, said property being the following, BEGINNING for the same at a stake now planted in the east line of the 66 3/4 acre tract of land belonging to Mrs. Matilda A. Fleet recorded in G.W. No. 138 folio 250 of the Land Records of Anne Arundel County, Maryland, which said east line is also the south outline of the Alms House lot, said beginning being distant as measured along the aforesaid east line North 67 degrees 5 minutes West 772.8 feet from a stone the original beginning of the above 66 3/4 acre tract belonging to Mrs. Matilda A. Fleet, thence running from said beginning and across the whole tract South 13 degrees 30 minutes West 211.4 feet and North 67 degrees 5 minutes West 208.75 feet to the tide line of Barn Creek,

Filed Aug. 25, 1936

9

thence along the tide line of same North 13 degrees 30 minutes East 211.4 feet to intersect the above mentioned east line of the 66 3/4 acre tract, and the south outline of the Alms House lot, thence with said line South 67 degrees 5 minutes East 208.75 feet to the beginning. Containing one square acre of ground. SUBJECT however to a right of eay leading into the above property leading through the lands of Mrs. Matilda A. Fleet described as follows: BEGINNING at the end of the County Road leading into the Alms House property at a point distant South 22 degrees 55 minutes West 12 feet from the stone above mentioned which is situated where the County Road ends and leads into the Alms House lot and running from said beginning and through the lands of Mrs. Fleet, parallerl with the east line of the 66 3/4 acre tract, assuming a width of 12 feet throughout until it intersects the first line of the above one acre description. Being the identical property which was granted and conveyed unto the said Emma L. Schumacher by deed from Matilda A. Fleet dated the 23rd day of July in the year 1925 and recorded among the land record book of Anne Arundel County in Liber W.M.B. No. 14 folio 354.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

TERMS OF SALE:--A cash deposit of three hundred dollars ($300.00) will be required of the purchaser or purchasers on the day of sale and the balance of the purchase price payable in cash, upon ratification of the sale by the Court, the deferred payments to bear interest from day of sale. Taxes and other expenses to be adjusted to day of sale.

Respectfully submitted.

Eugene R. Childs
Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 25th day of August in the

10

year 1936, before me, the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Eugene P. Childs, Assignee in the above Report of Sale, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

F. Wilhelmina Pessbane
Notary Public.

ASSIGNEE'S SALE
—OF—
VALUABLE IMPROVED WATER-FRONT PROPERTY
Situated In the First Election District of Anne Arundel County On Almshouse Creek

Under and by virtue of a power of sale contained in a mortgage from Emma L. Schumacher, single and dated the 29th day of August in the year 1930 and recorded among the land record books of Anne Arundel County in Liber F.S.B. No. 81 folio 332, which mortgage has been duly assigned to the undersigned Assignee for the purpose of foreclosure, default having occurred, the Assignee will offer at public sale at the Court House door in the City of Annapolis, Maryland on

Tuesday, August 25, 1936
AT 11:00 O'CLOCK A. M.

the property described in said mortgage as follows:

Beginning for the same at a stake now planted in the east line of the 66¾ acre tract of land belonging to Mrs. Matilda A. Fleet recorded in G.W. No. 138 folio 250 of the land records of Anne Arundel County, Maryland, which said east line is also the south outline of the Alms House lot, said beginning being distant as measured along the aforesaid east line North 67 degrees 5 minutes West 772.8 feet from a stone the original beginning of the above 66¾ acre tract belonging to Mrs. Matilda A. Fleet, thence running from said beginning and across the whole tract South 13 degrees 30 minutes West 211.4 feet and North 67 degrees 5 minutes West 208.75 feet to the tide line of Barn Creek; thence along the tide line of same North 13 degrees 30 minutes East 211.4 feet to intersect the above mentioned east line of the 66¾ acre tract, and the South outline of the Alms House lot, thence with said line South 67 degrees 5 minutes East 208.75 feet to the beginning. Containing one (1) square acre of ground. Subject however to a right of way leading into the above property leading through the lands of Mrs. Matilda A. Fleet described as follows, BEGINNING at the end of the County Road leading into the Alms House property at a point distant South 23 degrees 55 minutes West 12 feet from the stone above mentioned which is situated where the County Road ends and leads into the Alms House lot and running from said beginning and through the lands of Mrs. Fleet, parallel with the east line of the 66¾ acre tract, assuming a width of 12 feet throughout until it intersects the first line of the above one acre description.

This property is improved by a one-story frame dwelling, 24 by 22½ feet, containing two rooms, there is a well in yard for supply of water, and the property adjoins the rear of the County Home property.

TERMS OF SALE: A cash deposit of three hundred dollars ($300.00) will be required of the purchaser or purchasers on the day of sale and the balance of the purchase price payable in cash upon ratification of the sale by the Court, the deferred payments to bear interest from day of sale. Taxes and other expenses to be adjusted to day of sale.

For further particulars, apply to
EUGENE P. CHILDS, Assignee.
14 Church Circle,
Annapolis, Maryland.

8-20

Annapolis, Maryland
August 25, 1936.

This is to certify that I have this 25th day of August in the year 1936, sold the property described by said advertisement in the First Election District of Anne Arundel County and more particularly described by said advertisement to Rawley D. Carey at and for the sum of Twenty-eight hundred twenty-five dollars ($2825.00) he being then and there the highest bidder for said property.

Witness: Sam W. Pattison
Auctioneer.
F. Wilhelmina Pessbane

Annapolis, Maryland
August 25, 1936.

I hereby certify that I have this 25th day of August in the year 1936, purchased from Eugene P. Childs, Assignee the property situated in the First Election District of Anne Arundel County and described more particularly by said advertisement, at and for the sum of Twenty-eight hundred twenty-five dollars ($2825.00) and do hereby agree to comply with the terms of sale.

Witness: Rawley D Carey
Purchaser.
F. Wilhelmina Pessbane

//

LIBER 82 PAGE 234

In the Matter of the Sale of	:	No. 7209 Equity.
the Mortgaged Real Estate of	:	In the Circuit Court
Emma L. Schumacher	:	for Anne Arundel County.

Ordered, this 25th day of ~~June~~ August, 1936, that the Sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of September next.

The Report states that the amount of sale to be $2825.00.

Frank A. Munroe, CLERK.

Filed: Aug 25, 1936

Ordered, by the Court, this 22 day of ~~September~~ December, 1936, that the sale made and reported by the 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed Dec. 22, 1936

Lennon L. Clark
Judge

12

ASSIGNEE'S SALE
—OF—
VALUABLE IMPROVED WATER-FRONT PROPERTY
Situated In the First Election District of Anne Arundel County On Almshouse Creek

Under and by virtue of a power of sale contained in a Mortgage from Emma L. Schumacher, single and dated the 29th day of August in the year 1930 and recorded among the land record books of Anne Arundel County in Liber F.S.R. No. 81 folio 832, which mortgage has been duly assigned to the undersigned Assignee for the purpose of foreclosure, default having occurred, the Assignee will offer at public sale at the Court House door in the City of Annapolis, Maryland on

Tuesday, August 25, 1936

AT 11:00 O'CLOCK A. M.

the property described in said mortgage as follows:

Beginning for the same at a stake now planted in the east line of the 66¾ acre tract of land belonging to Mrs. Matilda A. Fleet recorded in G.W. No. 138 folio 250 of the land records of Anne Arundel County, Maryland, which said east line is also the south outline of the Alms House lot, said beginning being distant as measured along the aforesaid east line North 67 degrees 5 minutes West 772.8 feet from a stone the original beginning of the above 66¾ acre tract belonging to Mrs. Matilda A. Fleet, thence running from said beginning and across the whole tract South 13 degrees 30 minutes West 211.4 feet and North 67 degrees 5 minutes West 208.75 feet to the tide line of Barn Creek, thence along the tide line of same North 13 degrees 30 minutes, East 211.4 feet to intersect the above mentioned east line of the 66¾ acre tract, and the South outline of the Alms House lot, thence with said line South 67 degrees 5 minutes East 208.75 feet to the beginning. Containing one (1) square acre of ground. Subject however to a right of way leading into the above property leading through the lands of Mrs. Matilda A. Fleet described as follows, BEGINNING at the end of the County Road leading into the Alms House property at a point distant South 22 degrees 55 minutes West 12 feet from the stone above mentioned which is situated where the County Road ends and leads into the Alms House lot and running from aid beginning and through the lands of Mrs. Fleet, parallel with the east line of the 66¾ acre tract, assuming a width of 12 feet throughout until it intersects the first line of the above one acre description.

This property is improved by a one-story frame dwelling, 24 by 22½ feet, containing two room, there is a well in yard for supply of water, and the property adjoins the rear of the County Home property.

TERMS OF SALE: A cash deposit of three hundred dollars ($300.00) will be required of the purchaser or purchasers on the day of sale and the balance of the purchase price payable in cash upon ratification of the sale by the Court, the deferred payments to bear interest from day of sale. Taxes and other expenses to be adjusted to day of sale.

For further particulars, apply to
EUGENE P. CHILDS, Assignee.
14 Church Circle,
Annapolis, Maryland.

No. MG 4297

15

LIBER 82 PAGE 235

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1936

We hereby certify, that the annexed Assignee's Sale - Schumacher

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for four successive weeks before the 25th day of August, 1936. The first insertion being made the 30th day of July, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By H. L. Stange

LIBER 82 PAGE 236

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1936

We hereby certify, that the annexed Order Nisi - Sale - Equity 7209 - Emma L. Schumacher

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 26th day of September, 1936. The first insertion being made the 27th day of August, 1936.

THE CAPITAL-GAZETTE PRESS, INC.

By Adelaide S. Moore

No. MG 4376

14

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 7209 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Emma L. Schumacher

Ordered, this 25th day of August, 1936, that the sale of the property mentioned in these proceedings made and reported by Eugene P. Childs, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

26TH 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 6th day of September next.

The report states that the amount of sales to be $2,825.00.

FRANK A. MUNROE, Clerk.

True Copy,
Test: FRANK A. MUNROE, Clerk. s-10

LIBER 82 PAGE 237

In the Case of

In the Matter of the Sale of the Mortgaged
Real Estate of Emma L. Schumacher
vs.

In the
Circuit Court
For
Anne Arundel County

To the Honorable, the Judges of said Court:

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

Filed April 29, 1957

All of which is respectfully submitted.

Yoels A. Willman
Auditor.

15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Emma L. Schumacher

						in ac.
To Assignee for Commissions	$			$	115	03
To Assignee for Court Costs, viz:						
" Plaintiff's Solicitor's Appearance fee	10	00				
" Clerk of Court, costs	13	35				
" Clerk of Court, assignment		75				
" Auditor	9	00	3/16 G.N.F.		33	10
To Assignee for Expenses, viz:						
" Capital-Gazette Press, advertising sale	30	00				
" Capital-Gazette Press, Order Nisi on Sale	5	00				
" Capital-Gazette Press, Order Nisi on Aud.Acct.	5	00				
" Sam W. Pattison, Auctioneer	15	00				
" Wm. W. Townshend, Jr., Agent, bond premium	10	00				
" C. J. McKenzie, Notary Public		50				
" F. Wilhelmina Pettebone, Notary Public		50			60	00
To Assignee for Taxes, viz:						
" 1936 County & State, adj. ($23.55)					15	25
To Rawley D. Carey, Mortgagee, ~~on account of~~ for Mortgage Claim, per statement filed, adj.					1,157	94
Balance to Estate of Emma L. Schumacher					1,486	32
				$	2,874	24

with Eugene P. Childs, Assignee Cr.

1936 August	25	Proceeds of Sale	$ 2,825 00	
		Accrued Interest to 12/22/36	49 24	$ 2,874 24
		Received drafts #1466.12 and #20 ⁰⁰. this 5th day of July 1938. John Clark Attorney.		
				$ 2,874 24

17

LIBER 82 PAGE 240

ORDER NISI

In the Matter of the Sale of

The Mortgaged Real Estate of

~~VESUS~~

Emma L. Schumacher

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 7209 Equity.

Filed April 29, 1937

ORDERED, This 29th day of April, 1937, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

Frank A. Munroe, Clerk.

Filed June 10, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of June, 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 Lindsay
Judge

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 7209 Equity

In the matter of the sale of the Mortgaged Real Estate of Emma L. Schumacher.

Ordered this 29th day of April, 1937, 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 first 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 1st day of June next.

FRANK A. MUNROE, Clerk
True Copy, TEST:
FRANK A. MUNROE, Clerk

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15th, 1953

We hereby certify, that the annexed Order Nisi-Aud. Acct. Equity number 7209 Emma L. Schumacher

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 1st day of June, 1937. The first insertion being made the 6th day of April, 1937

THE CAPITAL-GAZETTE PRESS, INC.

By R. Green

I hereby certify that the above copy appeared in the Maryland Gazette April 6, 13 and 20th., 1937. Subscribed and sworn to this 18th day of May, 1953.

Lillie L. French
Notary Public

LIBER 82 PAGE 241

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND

Walter R. Hardisty, :
1515 44th St. NW.,
Washington, D. C. :

IN EQUITY.

Plaintiff. :

vs. : NO. 10,576

1. ~~Nick Mazella and~~ :
2. ~~Felix Marchsgion, #9 Randell Place, Washington, D.C.~~,
3. Irving H. Bridgers, address unknown,
4. Mary M. Bridgers, " "
5. St elois Pamfilis, 305 No. Greene St. Baltimore, Md.
6. Earl Burley, 222 No.Cary St., Baltimore, Md.
7. Olive A. Whilden,5005 Emby Ave. Roland Park, Md.
8. Wm. A. Scalley, or
M. A. Scally address unknown,
9. Gladys Norris, Pasedena P.O. Md.
10. Milton H. Norris, " " "
11. Noah Hillman, Randall Court, Annapolis, Md.
12. Title Holding Company, Address unknown,
13. Lutia E. Giles, Hammond Ferry Road, Anne Arundel Co.Md.
14. F. Nelson Phelps, Brooklyn, Md.
15. Frank A. Smith, Address unknown,
16. Henry A. Smith, Fair Haven Cliffs, Md.
17. Dorothy Smith, " " " ".

AND ALL PERSONS HAVING OR CLAIMING TO HAVE, any interest in the following described real estate, to wit:

~~(2)(1) 1st District, Lots 2502,2503,2504,2505, and 2506 and (Cert#1026) Improvements, as shown on the plat of Woodland Beach.~~

(3) 1st District, 1 Lot or .62/100 acre and improvements, White Marsh Creek; (Cer#1028)

(5)(4) 3rd District, 1 lot and improvements, as shown on the plat of Magothy Beach. (Cer#1034)

(6) 20 acres and improvements situated near Marley Park Beach, 3rd District; (Cer#1035)

(7)(8) 3rd District, Lot 99 and improvements as shown on the plat of Beechwood Forest, (Cer#1036)

(9)(10) 3rd District, Lot 3 and improvements, Plat J.H.H. 246-433, situated at Tick Neck Road, Mt. Road. (Cer#1039)

(11) 4th District, 45.53 acres situated near Sappington, (Gambrills) (Cer#1040)

(12) 5th District, 2.78 acres and improvements as shown on the plat of Margate, (Cer#1042)

(13) 5th District, 1.5 acres being ~~12~~ lot 60 x 150 and improvements situated at W.S.Hammond Ferry Road. (Cer# 1043)

(14) 5th District, 46.333 acres and improvements situated near Brooklyn, (Cer#1045)

(15) 5th District, approximately 3 acres and improvements as shown on the plat of Morris Hill. (Cer#1046)

(16)(17) Lots 2 and 3, Block D and improvements as shown on the plat of Fair Haven Cliffs. 8th District (Cer#1049)

ALL as substantially described in Certificates of TAX Sale by Joseph H. Griscom, Sr., County Collector, Collector of Taxes for the State of Maryland, sold to Walter Hardisty, October 9, 1950, for the amounts in said certificates set forth,

DEFENDANTS.

Bill of Complaint to Foreclose Equity of Redemption.

To the Honorable, the Judges of said Court,

Filed 24 Sept., 1952

1. Walter R. Hardisty by this his bill of complaint avers he is a citizen of the United States, residing at 1515 44th St. NW., Washington, D. C., and brings this action pursuant to Article 81, Annotated Code of Maryland; Acts of the Legislature, 1943, Chapter 761; that the defendants numbered one to 17th, both inclusive are identified with the twelve (12) respective properties described by Election District and by Tax Certificate numbers, and the land description as is substantially carried on the Assessment Rolls of Anne Arundel County, Maryland.

2. That pursuant to the aforesaid Section of the Annotated Code Joseph H. Griscom, Sr., did, as County Treasurer and Collector of Taxes for Anne Arundel County, and the State of Maryland, sell to plaintiff Walter Hardisty, on the 9th day of October, 1950, the following described properties, to wit:

Certificate: Number,	Amount: Paid;	District:	Description	Assessed in name,
~~1026~~	~~$234.00~~ ~~$233.82~~ ~~paid @~~	~~First~~	~~Lots 2502,3,4,5, 6, incl.& improvements as shown on plat of Woodland Beach.~~	~~Nick Mazella & Felix Marchsgion~~
1028	$252.00 $251.81	First paid @	1 lot or .62 acre & improvements situated at White Marsh Creek.	Irving H. Bridgers Mary M. Bridgers
1034	$115.00 88.69	3rd. paid @	1 lot and improvements as shown on the plat of Magothy Beach.	Stelois Pamfilis.
1035	$145.00 85.49	3rd paid @	20 acres and improvements near Marley Park beach.	Earl Burley
1036	$ 40.00 39.26	3rd paid @	Lot 99 and improvements as shown on the plat of Beechwood Forest.	Olive A. Whilden and M.A.Scally
1039	$152.00 151.60	3rd paid @	Lot 3 and Improvements P, at JHH 246/433 situated at Tick Neck Road. Mt. Road.	Gladys Norris and Milton H. Norris
1040	$160.00 37.66	4th paid @	45.53 acres situated near Sappington, Gambrills,	Noah Hillman
1042	$430.00 429.23	5th paid @	2.78 acres and improvements as shown on the plat of Margate.	Title Holding Co.
1043	$173.00 172.77	5th paid @	1.5 acre lot being 60 x 150 situated at W.S.Hammond Ferry Road	Lutia E. Giles.
1045	$283.00 $282.90	5th paid @	46 1/3 acres & improvements situated near Brooklyn,	F.Nelson Phelps
1046	$300.00 $164.34	5th paid @	Approximately 3 acres and improvements as shown on the plat of Morris Hill	Frank A. Smith
1049	$104.00 103.16	the paid @	Lots 2 & 3, Block D & improvements as shown on plat of FairHaven Cliffs	Henry O. and Dorothy Smith

3. That plaintiff attaches hereto the original Certificate of tax Sale issued to him by the said Joseph H. Griscom, Sr., Treasurer and Collector aforesaid and marked the same for identification Exhibits Nos. one (1) to Twelve (12).

4. That the properties described herein have not been redeemed although more than a year and a day have expired since the date of sale on October 9, 1950, and no interested party in any of the said properties have come forward toclaim any interest or to redeem the same, and the amounts necessary to be paid as by the Code of Public General Laws of Maryland required have not been paid; that the amounts set forth are exclusive of interest and costs.

Wherefore the premises considered plaintiff prays.

1. That this Honorable Court grant unto plaintiff the States Writ of Subpoena, directed to eachof the defendants, directing them and each of them, to be and appear herein, in person or by solicitor, and answer the bill of complaint and abide by and perform such order or decrees as may be passed herein.

2. That the Court give and grant to plaintiff the "Order of Publication", directed to all defendants herein, returned "Not found" or such as may be non resident, or unknown, directing them and each of them to be and appear herein im person or by solicitor by a day to be named therein, and answer the bill of complaint, and abide by and perform such orders or decrees as may be passed herein.

3. That this Honorable Court pass a final decree foreclosing all rights of redemption of the defendants herein, and each of them, in and to the properties herein described as assessed to them, and not redeemed.

4. That this Honorable Court direct the County Treasurer and Collector of State and County Taxes, Joseph H. Griscom, Sr., to execute to plaintiff adeed, upon payment of such amounts as may be due on any particular property, free and clear of all descents and alienations occurring prior to the decree of this Honorable Court, as by the Statute Provided, and encumbrances thereon, except taxes accruing subsequent tothedate ofsale and public easements to which the property is subject.

3

5. And for such other and further relief as the nature of the case may require and to the Court seem meet and proper.

May it please your Honors to grant unto your plaintiff, Walter R. Hardisty, the State Writ of Subpoena, directed to the defendants: ~~Nick Mazella~~, ~~Felix Marchsgion~~, Irving H. Bridgers, Stelois Pamfilis, Earl Burley, Olive A. Whilden, William A. Scalley or M. A. Scally, Gladys Norris, Milton H. Norris, Noah Hillman, Title Holding Company, Lutia E. Giles, F. Nelson Phelps, Frank A. Smith, Henry A. Smith and Dorothy Smith, and as to such defendants returned "Not to be found", or whose addresses are ascertained to be unknown, may it please your Honors to grant unto plaintiff, Walter R. Hardisty, an Order for, and an Order of Publication, against such defendants as are non-residents, respecting said properties, and against the heirs, executors, administrators and assigns of any as are found to be deceased, and against all persons whomsoever, concerning any of said properties, having or claiming to have any interest in any of said properties, commanding them, and each of them to be and appear herein, by a day certain, named therein, and redeem the property, and to abide by and perform such orders and decrees as may be passed herein, and notifying them, upon failure so to do, a final decree will be passed as prayed, foreclosing all rights of redemption, and decreeing the title thereto good and marketable in plaintiff.

And as in Duty bound, etc.,

Walter R. Hardisty

Walter R. Hardisty

DISTRICT OF COLUMBIA SS:

Walter R. Hardisty being first duly sworn on oath according to law deposes and says that he has read the foregoing Bill of Complaint by him subscribed and knows the contents thereof; that the matters therein stated as upon his own knowledge are true, and those stated upon information and belief he believes to be true.

Walter R. Hardisty

Walter R. Hardisty

4

SUBSCRIBED and SWORN to before me this 19th day of September, A. D. 1952.

MABEL L. CLOPTON NOTARY PUBLIC DISTRICT OF COLUMBIA

Mabel L. Clopton
Notary Public, D. C.

Frank R. Long

Frank R. Long, Solicitor,
Kensington, Md., WI-7562
DI-4666

C. Maurice Weidemeyer
236 Main Street
Annapolis, Md.

5

LIBER 82 PAGE 246

1028

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to W. P. Hardisty 4420 Reservoir Rd. N.W. Wash. 7, D.C at public auction for the sum of 252.00 Dollars and ..... Cents, of which 251.81 Dollars has been paid as a deposit on the property in 1 Dist described as 1 Lot or 62 Acre & Impr situated at White Marsh Ck. A.A. Co.

and assessed to Irving H + Mary M Bridgers

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, accrning subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public

My Commission Expires MAY 7 1951

Exhibit 3-4

6

LIBER 82 PAGE 247

1034

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to Wm Hardisty 4420 Reservoir Rd NW. Wash 7, D.C. at public auction for the sum of 115 Dollars and 00 Cents, of which 88.69 Dollars has been paid as a deposit on the property in 3 Dist described as 1 Lot + Improvement as shown on the plat of Magothy Beach A.A. Co.

and assessed to Stelois Ramfilis

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 9th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public

My Commission Expires MAY 7 1951

Exhibit 5

7

LIBER 82 PAGE 248

+60

1035

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to Wm. Hardisty 4420 Reservoir Rd N.W Wash. 7, DC at public auction for the sum of 145 Dollars and 00 Cents, of which 85.89 Dollars has been paid as a deposit on the property in 3 Dist described as 20 Acres + Improvements situated near Marley Park, Beach A. A. Co.

and assessed to Earl Burley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William R. Collins
Notary Public.

My Commission Expires JAN 7 1951

Exhibit 6.

8

LIBER 82 PAGE 249

1036

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to W. F. Hardisty 4420 Reservoir Rd NW Wash. 7, DC at public auction for the sum of 40 Dollars and 00 Cents, of which 39.26 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 99 & Impr. as shown on the plat of Beechwood Forest a a Co.

and assessed to Olive A. Hilliard & M. A. Scally.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, Sr. County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public

My Commission Expires MAY 7 1951

Filed 7-8;

9

LIBER 82 PAGE 250

1039

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to W. L. Hardisty 4420 Reservoir Rd NW. Wash 7, D.C. at public auction for the sum of 152 Dollars and 00 Cents, of which 151.60 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 3 & Impro. Plat J H H 246-433 situated at Tick Neck Road. Mt Road A.A. Co.

and assessed to Gladys & Milton H Norris

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952.

Witness my hand and seal, this 9 day of Oct 1950.

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

Filed 9-10,

10

LIBER 82 PAGE 251

1042

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to Wm Harding 4420 Reservoir Rd N.W. Washington 7 at public auction for the sum of 430 Dollars and 00 Cents, of which 429.23 Dollars has been paid as a deposit on the property in 5 Dist described as 2.78 Acres & Imps as shown on the plat of Margate, Inc Co.

and assessed to Title Holding Co.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept., 1952.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public

My Commission Expires MAY 7 1951

Exhibit 12,

12

LIBER 82 PAGE 252

1046 **CERTIFICATE OF TAX SALE**

+1.40

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to W. Hardesty 4420 Reservoir Rd N.W. Wash. 7, D.C. at public auction for the sum of 300 Dollars and 00 Cents, of which 163.34 Dollars has been paid as a deposit on the property in 5 Dist described as approx. 3 acres + long, as shown on the plat of Marie Hill, A.A.Co.

and assessed to Frank A. Smith

Filed 24 Sept, 1952.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this OCT 9 1950 day of October, 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1951

Feb. 15,

15

LIBER 82 PAGE 253

1049

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th 1950, I sold to Mr & Harding 4420 Reservoir Rd N.W Wash 7, DC at public auction for the sum of 104 Dollars and 00 Cents, of which 103.16 Dollars has been paid as a deposit on the property in 8 Days described as Lots 2 + 3 Blk D + Lages as shown on the plat of Sau Haven Cliffs A.C. Co

and assessed to Henry O. + Dorothy Smith

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 10th 1951, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 24 Sept, 1952

Witness my hand and seal, this 9 day of Oct 1950

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this day of October, OCT 9 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.
County Treasurer

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires MAY 7 1954

Exhibit 16, 17.

16

LIBER 82 PAGE 254 No. 10,576 Equity

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Walter R. Hardisty
1515 44th St. NW.
Washington, D. C.

Plaintiff,

vs.

1. ~~Nick Mazolla and~~
2. ~~Felix Marchagion~~, ~~#9 Randall Place, Washington, D. C.~~
3. Irving H. Bridgers, address unknown
4. Mary M. Bridgers, " "
5. Stelois Pamfilis, 305 No. Greene St. Baltimore, Md.
6. Earl Burley, 222 No. Cary St., Baltimore, Md.
7. Olive A. Whilden, 5005 Emby Ave. Roland Park, Md.
8. Wm. A. Scalley, or
   M. A. Scally, address unknown,
9. Gladys Norris, Pasedena P. O. Md.
10. Milton H. Norris, " " "
11. Noah Hillman, Randall Court, Annapolis, Md.
12. Title Holding Company, address unknown,
13. Lutia E. Giles, Hammond Ferry Road, Anne Arundel Co. Md.
14. F. Nelson Phelps, Brooklyn, Md.
15. Frank A. Smith, address unknown,
16. Henry A. Smith, Fair Haven Cliffs, Md.
17. Dorothy Smith, " " " "

Defendants.

ORDER FOR ORDER OF PUBLICATION

Filed 27 Sept., 1952.

The Clerk of the Court is hereby ordered this 27th day of September 1952 to issue an Order of Publication in the above entitled case against the captioned defendants 3 - 17 both inclusive, and against all persons having or claiming to have any interest in the real estate in the Bill of Complaint described, as required by Article 81, Section 90G, Annotated Code of Maryland.

Benjamin Herchadson
Judge

17

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Walter R. Hardisty, :
1515 44th St. NW.,
Washington, D. C. :

Plaintiff, : IN EQUITY.

vs. : NO. 10,576.

~~1. Nick Magolla and~~ :
~~2. Felix Manchagian, 9 Randall Place, Washington, D.C.~~
3. Irving H. Bridgers, address unknown
4. Mary M. Bridgers, " "
5. Stelois Pamfilis, 305 No. Greene St. Baltimore, Md.
6. Earl Burley, 222 No. Cary St., Baltimore, Md.
7. Clive A. Whilden, 5005 Emby Ave. Roland Park, Md.
8. Wm. A. Scalley, or
M. A. Scally, address unknown,
9. Gladys Norris, Pasadena P. O. Md.
10. Milton H. Norris, " " "
11. Noah Hillman, Randall Court, Annapolis, Md.
12. Title Holding Company, address unknown,
13. Lutia E. Giles, Hammond Ferry Road, Anne Arundel Co. Md.
14. F. Nelson Phelps, Brooklyn, Md.
15. Frank A. Smith, address unknown
16. Henry A. Smith, Fair Haven Cliffs, Md.
17. Dorothy Smith, " " " "

AND ALL PERSONS HAVING OR CLAIMING TO HAVE, any interest in the following described real estate, to wit:

~~(2)(1) 1st District, Lots 2502,2503,2504,2505, and 2506 (Cer.#1026) and improvements as shown on the plat of Woodland Beach.~~

(3)(4) 1st District, 1 Lot or .62/100 acre and improvements, White Marsh Creek; (Cer.#1028)

(5)(~~4~~) 3rd District, 1 lot and improvements, as shown on the plat of Magothy Beach. (Cer.#1034)

(6) 20 acres and improvements situated near Larley Park Beach, 3rd District; (Cer.#1035)

(7)(8) 3rd District, Lot 99 and improvements as shown on the plat of Beechwood Forest, (Cer.#1036)

(9)(10) 3rd District, Lot 3 and improvements, Plat J.H.H. 246-433, situated at Tick Neck Road, Mt. Road. (Cer.#1039)

(11) 4th District, 45.53 acres situated near Sappington, (Gambrills) (Cer.#1040)

(12) 5th District, 2.78 acres and improvements as shown on the plat of Margate, (Cer.#1042)

(13) 5th District, 1.5 acres being lot 60 x 150 and improvements situated at W.S.Hammond Ferry Road. (Cer.#1043)

(14) 5th District, 46.333 acres and improvements situated near Brooklyn, (Cer.#1045)

(15) 5th District, approximately 3 acres and improvements as shown on the plat of Morris Hill. (Cer.#1046)

(16)(17) Lots 2 and 3, Block D and improvements as shown on the plat of Fair Haven Cliffs. 8th District, (Cer.#1049)

ALL as substantially described in Certificates of TAX Sale by Joseph H. Griscom, Sr., County Collector, Collector of Taxes for the State of Maryland, sold to Walter Hardisty, October 9, 1950, for the amounts in said certificates set forth,

Defendants.

ORDER OF PUBLICATION

Filed 27 Sept., 1952

18

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of defendants in the following properties located in Anne Arundel County, Maryland, sold on the 9th day of October, A.D. 1950, by Joseph H. Griscom, Sr., County Treasurer and Collector of State and County Taxes, for the year 1949, to Walter R. Hardisty, plaintiff in this proceeding; said properties are assessed and described on the books of assessment and taxation as, - ~~1st District (1) Cert No. 1026, Lots 2502,2503,2504, 2505, and 2506, and improvements as shown on the plat of Woodland Beach, A.A.Co. assessed to Nick Mazella and Felix Marchsgion, for $234.00 of which $233.82 has been paid on account~~; (4)(3) Cert.No. 1028, 1 Lot 1st Dist or .62 acre and improvements situated at White Marsh Creek, A.A.Co.assessed to Irving H. and Mary M. Bridgers, for $252.00 of which $251.81 has been paid on account; (5) Cert.No. 1034, 1 Lot 3rd Dist and improvements as shown on the plat of Magathy Beach, A. A. Co., assessed to Stelois Pamfilis, for $115.00, of which $88.69 has been paid on account; (6) Cert.No. 1035, 20 3rd Dist acres and improvements situated near Marley Park Beach, A. A. Co., assessed to Earl Burley, for $145.00, of which $85.89 has been paid on account; (7) Cer. No. 1036, 3rd Dist Lot 99 and improvements as shown on the plat of Beechwood Forest, A.A.Co., assessed to Olive A. Whilden and M. A. Scally for $40.00, of which $39.26 has been paid on account; (9)(10) Cert. No. 1039, 3rd District Lot 3 and improvements Plat J.H.H. 246-433, situated at Tick Neck Road, Mt. Road, A.A.Co., assessed to Gladys and Milton H. Norris, for $152.00, of which $151.60 has been paid on account; (11) Cert. No. 1040, 4th Dist 45.53 acres situated near Sappington (Gambrills) A.A.Co., assessed to Noah Hillman, for $160.00, of which $37.66 has been paid on account; (12) Cert. No. 1042, 5th Dist 2.78 acres and improvements as shown on the plat of Margate, A.A.Co., assessed to Title Holding Co., for $430.00, of which $429.23 has been paid on account; (13) Cert. No. 1043, 1.5 acre 5th Dist lot being 60 x 150 and improvements, situated at W. S. Hammond Ferry Road, A.A. Co., assessed to Lutia E. Giles for $173.00, of which $172.77 has been paid on account; (14) Cert. No. 1045, 46 1/3 acres and improvements situated near Brooklyn, A. A. Co., 5th Dist assessed to F. Nelson Phelps for $283.00, of which $282.90 has been paid on account; (15) Cert. No. 1046, 8th Dist approximately 3 acres and improvements as shown on the plat of Morris Hill, A.A.Co., assessed to Frank A. Smith for $300.00, of which $163.34 has been paid on account; (16)(17) Cert. No. 1049, 8th Dist Lots 2 and 3, Block D. and improvements as shown on the plat of Fair Haven Cliffs, A.A.Co., assessed to Henry O. and Dorothy Smith for $104.00, of which $103.16 has been paid on account.

The Bill of Complaint states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sales on October 9, 1950.

IT IS, THEREUPON, this 27 day of September, A. D., 1952, by the Circuit Court for Anne Arundel, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County, once a week for four successive weeks, before the 4 day of December, 1952, next, warning the said ~~Nick Mazella and Felix Marchsgion~~, Irving H. and Mary M. Bridgers, Stelois Pamfilis, Earl Burley, Olive A. Whilden, Wm. A. Scalley, or M. A. Scally, Gladys Norris and Milton H. Norris,, Noah Hillman, Title Holding Company, Lutia E. Giles, F. Nelson Phelps, Frank A. Smith, Henry A. and Dorothy Smith, and all other persons having or claiming to have any interest in the above mentioned parcels of land, and all persons interested in said property to be and appear in this Court, in person or by solicitor, by the 4 day of December, 1952 and redeem the property, and answer the Bill

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

John H. Hopkins, 3rd,
Clerk.

Frank R. Long
Frank R. Long, Attorney,
Kensington, Md. DI-4663.
WI-7562
and
C. Maurice Weidemeyer
236 Main St.
Annapolis, Md.

20

LIBER 82 PAGE 258

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Walter R. Hardisty, 1515 44th Street, N. W., Washington, D. C.	:	
Plaintiff	:	
VS.	:	IN EQUITY
Olive A. Whilden 5005 Emby Avenue Roland Park, Maryland	:	NO. 10,576
and	:	
William A. Scalley or M. A. Scally, Address unknown	:	
	:	

:::::

Filed 6 Nov., 1952

AND ALL PERSONS HAVING OR CLAIMING TO HAVE, any interest in the following described real estate, to wit: Lot numbered 99 and improvements as shown on the Plat of Beechwood Forest.

ALL as substantially described in Certificate of Tax Sale numbered 1036 by Joseph H. Griscom, Sr., County Treasurer, Collector of Taxes for the State of Maryland and Anne Arundel County and sold to Walter R. Hardisty, October 9, 1950 for the amount in said Certificate set forth,

Defendants

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of the Defendants in the following property located in the Third Election District of Anne Arundel County sold on the Ninth day of October A. D., 1950 by Joseph H. Griscom, Sr., County Treasurer and Collector of

21

State and County taxes for the year 1949, to Walter R. Hardisty, Plaintiff in this proceeding; said property is assessed and described on the books of assessment and taxation as lot numbered 99 and improvements as shown on the Plat of Beechwood Forest, Anne Arundel County assessed to Olive A. Whilden and M. A. Scally, for Forty Dollars ($40.00), of which Thirty Nine Dollars and Twenty Six Cents ($39.26) has been paid on account, District No. 3.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 9, 1950.

It is, thereupon, this ~~27th~~ 6th day of ~~September,~~ November, A. D., 1952, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County once a week for four successive weeks, before the 14th day of ~~December,~~ January, 1953, next, warning the said Olive A. Whilden, William A. Scalley, or M. A. Scally, and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court, in person or by solicitor, by the 14th day of ~~December,~~ January, 1953 and redeem the property, and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in plaintiff a title free and clear of all encumbrances.

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

22

Walter R. Hardisty, 1515 44th St. NW., Washington, D.C. Plaintiff vs. Irving H. Bridgers, et al,	*	In the Circuit Court of Anne Arundel County, Maryland In Equity No. 10,576

PETITION

To the Honorable the Judge of the said Court:

The petition of Gladys Norris and Milton Norris respectfully represents:

1. That since the above named petitioners were delinquent in the payment of their real estate tax, on October 9,1950, their property was sold at a tax sale to Walter R. Hardisty of 1515 44th Street, NW., Washington, D. C.

2. That Joseph H. Griscom, Sr., as County Treasurer and Collector of Taxes for Anne Arundel County, did issue Tax Certificate No. 1039 covering Lot 3 and Improvements Plat JHH 246/433 siutated at Tick Neck Road, Mountain Road, which land is owned and assessed to the petitioners, to the said Walter R. Hardisty.

3. That the said Walter R. Hardisty has now filed a Bill of Complaint in the Circuit Court of Anne Arundel County, in Equity, said Bill is Numbered 10,576, and said Bill was filed to forclose the Equity of Redemption of the above named petitioners.

4. That the said petitioners have till December 4,1952 to redeem the above mentioned property, and they now stand ready and able to do so.

5. That pursuant to Article 81 Section 92 of the Annotated Code of Maryland, 1951 Edition, the petitioners request this Honorable Court to determine the amount necessary for redemption.

Your petitioners therefore pray your Honor, that they be allowed to redeem this property and that the Honorable Court set the amount necessary for the redemption of the above named property.

And as in duty bound, etc.

Louis Pabst Poulton

Solicitor for the petitioners
Louis Pabst Poulton
Bayside Beach, Pasadena, Md.
Armiger 322J3

Filed 20 Nov, 1952

23

LIBER 82 PAGE 261

WALTER R. HARDESTY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
STELOIS PAMFILIS, et al.	:	NO. 10,576 EQUITY

. . .

PETITION

Filed 20 Nov., 1952.

The Petition of Stelois Pamfilis, one of the Defendants in the above entitled proceeding, by Rouse and Morton, her attorneys, respectfully represents:

-1-

That your Petitioner is the owner of a certain lot of ground and improvements located in the Third Election District of Anne Arundel County as shown on a plat of Magothy Beach as alleged in the Bill of Complaint filed herein.

-2-

That your Petitioner desires to redeem said property.

WHEREFORE, your Petitioner prays an Order of this Honorable Court permitting her to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

AND, as in duty bound, etc.

Rouse & Morton
Attorneys for Petitioner

I hereby certify that a copy of the foregoing Petition has been mailed this 20th day of November, 1952, to C. Maurice Weidemeyer, 236 Main St., Annapolis, Md.

John G. Rouse
Attorneys for Petitioner

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

24

WALTER R. HARDESTY	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
STELOIS PAMFILIS, et al.	:	NO. 10, 576 EQUITY

. . .

O R D E R

Filed 21 Nov., 1952

Upon the foregoing Petition, it is this 21st day of November, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Stelois Pamfilis, be, and she is hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Michaelson
Judge.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

25

LIBER 82 PAGE 263

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
GLADYS NORRIS and MILTON H. NORRIS et al	:	FOR ANNE ARUNDEL COUNTY

:::::::::::::::::::::::::::::: EQUITY NO. 10,576

AGREEMENT AND ORDER

It is agreed and stipulated between counsel for plaintiff and defendant in the above styled cause that the following amounts are necessary to redeem the property in these proceedings:-

1. Amount of certificate-		$151.60
2. Interest to date of redemption-		$ 19.53
3. Proportionate amount of Court Costs-(1/16) (Estimated) as of Nov. 25, 1952		$ 11.32
4. Proportionate costs of advertising-(1/16-$105.92)		$ 6.57
5. Title search-		$25.00
6. Taxes and penalties- for years:-	1951-	$58.41
	1952-	$56.89
	Total	$329.32

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland

Louis Pabst Poulton
Louis Pabst Poulton
Attorney for Defendant
Bayside Beach, Pasadena, Md.

ORDER FOR REDEMPTION.

Mr. Clerk:-

Please enter the above entitled cause "Settled and Property Redeemed" as to the property of Gladys Norris and Milton H. Norris.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 26 Nov., 1952.

25

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
GLADYS NORRIS and MILTON H. NORRIS et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause by the Plaintiff, it is this 26th day of November, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the amounts necessary to redeem the property in these proceedings are:

1. Paid to the Treasurer of Anne Arundel County for tax certificate of sale, $151.60 with interest of $19.53 to date of redemption, total $171.13.

2. Paid to Anne Arundel Circuit Court for costs $11.32.

3. Paid to Capital-Gazette Press for advertising $6.57.

4. Title fees due Plaintiff $25.00.

5. Taxes and penalties due the County Treasurer of Anne Arundel County for the years of 1951 and 1952, total-$115.30.

And it is further ORDERED that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption of this cause, the property of the Defendants herein named, Gladys Norris and Milton H. Norris, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Michaelson
Honorable Judge of the Circuit
Court for Anne Arundel County

Filed 26 Nov., 1952

26

LIBER 82 PAGE 265

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
STELOIS PAMFILIS, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

ORDER OF COURT

Upon the foregoing Agreement as to Costs filed in this cause by the Plaintiff, it is this 5th day of December, 1952, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the amounts necessary to redeem the property in these proceedings are:

1. To be paid to the Treasurer of Anne Arundel County for Tax Certificate of sale, $88.69 with interest of $11.15 to date of redemption, total $99.84.

2. To be paid to Anne Arundel Circuit Court for costs $11.32.

3. To Plaintiff for proportionate amount of costs for Order of Publication $6.57.

4. To Plaintiff for title fees $25.00.

5. To be paid to the Treasurer of Anne Arundel County for taxes and penalties due for the years of 1951 and 1952, total $79.93.

And it is further ORDERED that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause, the property of the Defendant herein named, Stelois Pamfilis, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Michaelson
JUDGE

Filed 5 Dec. 1952.

27

LIBER 82 PAGE 266

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
STELOIS PAMFILIS, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

AGREEMENT AND ORDER

It is agreed and stipulated between counsel for plaintiff and defendant in the above styled cause that the following amounts are necessary to redeem the property mentioned in these proceedings:-

1. Amount of certificate-		$88.69
2. Interest to date of redemption-		$11.15
3. Proportionate amount of Court Costs-(1/16) (Estimated Bill as of Nov. 25, 1952)		$11.32
4. Proportionate costs of advertising-(1/16)		$ 6.57
5. Title search-		$25.00
6. Taxes and penalties- for years:-	1951-	$41.06
	1952-	$38.87
	Total-	$222.66

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff
236 Main Street
Annapolis, Maryland

Rouse + Morton
Rouse and Morton
Attorneys for Defendant
12 Church Circle
Annapolis, Maryland

ORDER FOR REDEMPTION

Mr. Clerk:-

Please enter the above entitled cause "Settled and Property Redeemed" as to the property of Stelois Pamfilis.

C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 5 dec, 1952

28

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
STELOIS PAMFILIS, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

ORDER FOR SETTLEMENT AND REDEMPTION

Mr. Clerk:-

Please enter the above entitled cause "Settled and Property Redeemed as to the property of Stelois Pamfilis.

C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 10 dec 1952

28

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
IRVING H. BRIDGES, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

ANSWER

Olive A. Whildon and Agatha Scally, Defendants named in this cause, in proper person for an Answer to the Bill of Complaint filed in this cause say:

1. That they acknowledge service of the Bill of Complaint in this cause.

2. That they have no intention of redeeming the property involved herein, to wit: Lot 99 and improvements as shown on the Plat of Beechwood Forest, Third Election District, Anne Arundel County, Maryland, said Plat being duly recorded among the Land Records of Anne Arundel County; and are content to let this property go by foreclosure to the Plaintiff, Walter R. Hardisty, in these proceedings.

And as in duty bound, etc.

Olive A. Whildon

Olive A. Whildon

Agatha Scally

Agatha Scally
Defendants named herein

Filed 16 Dec., 1932

30

LIBER 82 PAGE 269

WALTER R. HARDESTY,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
IRVING H. BRIDGERS, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,576 EQUITY

* * * * *

ORDER OF COURT

* * * * *

The Petition and Assent to Decree having been read and considered, it is this 29th day of December, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED,

1. That this case be and is dismissed as to the Defendant, Noah A. Hillman;

2. That the Plaintiff is permitted to withdraw Tax Certificate No. 1040.

3. That the Treasurer of Anne Arundel County, if he finds that the taxes for the property described in the foregoing Petition have been paid as alleged, refund to Walter R. Hardesty all monies paid by him for the said property; and the Plaintiff shall surrender Tax Certificate No. 1040 to the Treasurer.

Benjamin Richardson
Judge

Filed 29 Dec., 1952.

Certificate of Tax Sale No. 1040 received this 3 day of January, 1953. C. Maurice Wedemeyer Per Basil C. Moore, Jr.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

31

LIBER 82 PAGE 278

WALTER R. HARDESTY,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
IRVING H. BRIDGERS, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 10,576 EQUITY

* * * * *

PETITION OF NOAH A. HILLMAN, TO
DISMISS BILL OF COMPLAINT

* * * * *

Filed 29 Dec., 1952.

The Defendant, Noah A. Hillman, respectfully shows:

1. That he was made a Defendant in this cause under Tax Certificate No. 1040 wherein the Treasurer of Anne Arundel County certified that on October 9, 1950 he sold 45.53 acres near Gambrills, Fourth Election District, Anne Arundel County to the Plaintiff.

2. That your Petitioner did, on October 9, 1951, within the period permitted by law pay the taxes, etc. in arrears and the Treasurer of Anne Arundel County ought, of right, to have so notified the Plaintiff and returned to the Plaintiff any sums which he paid by reason of the sale.

3. That your Petitioner holds receipted tax bills for the aforesaid property, as follows:

For 1951	Paid October 9, 1951	Treasurer's Register No. 08622
For 1950	Paid October 9, 1951	Treasurer's Register No. 08623
For 1949	Paid October 9, 1951	Treasurer's Register No. 08621

WHEREFORE, your Petitioner prays the Court,

A. To dismiss this case as to him.

B. To permit withdrawal of Tax Certificate No. 1040 by the Plaintiff.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

32

C. To order the Treasurer of Anne Arundel County to refund to Plaintiff any sum, or sums, paid by him on account of said tax certificate.

D. To grant him such other or further relief as may be required.

AND, as in duty bound, etc.

Noah A. Hillman
Defendant

PETITIONER

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 27th day of December, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN, the above named Petitioner, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Naomi K. C[illegible]
Notary Public

Filed 29 Dec. 1952

ASSENT TO DECREE

The Plaintiff, by C. Maurice Weidemeyer, his Solicitor hereby assents to a Decree in conformity with the prayers of the foregoing Petition.

C. Maurice Weidemeyer
Solicitor for Plaintiff

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

IN THE CIRCUIT COURT
FOR ANNE AR EL COUNTY,
MARYLAND.
IN EQUITY NO. 10,576

Walter R. Hardisty, 1515 44th St., NW., Washington, D. C., Plaintiff,

Vs.

3. Irving H. Bridgers, address unknown, 4. Mary M. Bridgers, 5. Stelois' Pamfills, 305 No. Greene St., Baltimore, Md., 6. Early Burley, 222 No. Gary St., Baltimore, Md., 7. Olive A. Whilden, 5005 Emby Ave., Roland Park, Md., 8. Wm. A. Scalley, or M. A. Scally address unknown, 9. Gladys Norris, Pasadena P. O. Md., 10. Milton H. Norris, Pasadena P. O. Md., 11. Noah Hillman, Randall Court, Annapolis, Md., 12. Title Holding Company, Address unknown, 13. Lutia E. Giles, Hammond Ferry Road, Anne Arundel Co., Md., 14. F. Nelson Phelps, Brooklyn, Md., 15. Frank A. Smith, Address unknown, 16. Henry A. Smith, Fair Haven Cliffs, Md., 17. Dorothy Smith, Fair Haven Cliffs, Md., AND ALL PERSONS HAVING OR CLAIMING TO HAVE, any interest in the following described real estate, to wit:

(3) 1st District, 1 Lot or .62/100 acre and improvements, (Cer. No. 1028), White Marsh Creek. (5) (4) 3rd District, 1 lot and improvements, as shown on the plat of Magothy Beach. (Cer. No. 1034). (6) (20) acres and improvements situated near Marley Park Beach, 3rd District; (Cer. No. 1035) .(7) (8) 3rd District, Lot 99 and improvements as shown on the plat of Beechwood Forest, (Cer. No. 1036). (9) (10) 3rd District, Lot 3 and improvements, Plat J. H. H. 264-433, situated at Tick Neck Rd., Mt. Rd. (Cer. No. 1039). (11) 4th District, 45.53 acres situated near Sappington, (Gambrills) (Cer. No. 1040). (12) 5th District, 2.78 acres and improvements as shown on the plat of Margate, (Cer. No. 1042). (13) 5th District, 1.5 acres being lot 60 x 150 and improvements situated at W. S. Hammond Ferry Road. (Cer. No. 1043). (14) 5th District, 46.333 acres and improvements situated near Brooklyn, (Cer. No. 1045). (15) 5th District, approximately 3 acres and improvements as shown on the plat of Morris Hill. (Cer. No. 1046). (16) (17) Lots 2 and 3, Block D and improvements as shown on the plat of Fair Haven Cliffs. 8th District. (Cer. No. 1049).

No. 34

ALL as substantially described in Certificates of TAX Sale by Joseph H. Griscom, Sr., County Collector, Collector of Taxes for the State of Maryland, sold to Walter Hardisty, October 9, 1950, for the amounts in said certificates set forth, DEFENDANTS.

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of defendants in the following properties located in Anne Arundel County, Maryland, sold on the 9th day of October, A. D. 1950, by Joseph H. Griscom, Sr., County Treasurer and Collector of State and County Taxes, for the year 1949, to Walter R. Hardisty, plaintiff in this proceeding; said properties are assessed and described on the books of assessment and taxation as (4) (3) Cert. No. 1028, 1 Lot or .62 acre and improvements situated at White Marsh Creek, A. A. Co. assessed to Irving H. and Mary M. Bridgers, for $252.00 of which $251.81 has been paid on account, Dist. No. 1; (5) Cert. No. 1034, 1 Lot and improvements as shown on the plat of Magothy Beach, A. A. Co., assessed to Stelois Pamfills for $115.00, of which $88.69 has been paid on account, Dist. No. 3; (6) Cert. No. 1035, 20 acres and improvements situated near Marley Park Beach, A. A. Co., assessed to Earl Burley for $145.00, of which $85.89 has been paid on account, Dist. No. 3; (7) (8) Cert. No. 1036, Lot 99 and improvements as shown on the plat of Beechwood Forest, A. A. Co., assessed to Olive A. Whilden and M. A. Scally for $40.00, of which $30.26 has been paid on account, Dist. No. 3; (9) (10) Cert. No. 1039, Lot 3 and improvements Plat J. H. H. 246-433, situated at Tick Neck Road, Mt. Road, A. A. Co., assessed to Gladys and Milton H. Norris, for $152.00, of which $151.60 has been paid on account, Dist. No. 3; (11) Cert. No. 1040, 45.53 acres situated near Sappington (Gambrills) A. A. Co., assessed to Noah Hillman, for $160.00, of which $37.66 has been paid on account, Dist. No. 4; (12) Cert. No. 1042, 2.78 acres and improvements as shown on the plat of Margate. A. A. Co., assessed to Title Holding Co., for $430.00, of which $420.23 has been paid on account, Dist. No. 5; (13) Cert. No. 1043, 1.5 acre lot being 60 x 150 and improvements, situated at W. S. Hammond Ferry Road, A. A. Co., assessed to Lutia E. Giles for $173.00, of which $172.77 has been paid on account, Dist. No. 5; (14) Cert. No. 1045, 46 1/3 acres and improvements situated near Brooklyn, A. A. Co., assessed to F. Nelson Phelps for $283.00, of which $282.90 has been paid on account, Dist. No. 5; (15) Cert. No. 1046, approximately 3 acres and improvements as shown on the plat of Morris Hill, A. A. Co., assessed to Frank A. Smith for $300.00, of which $163.34 has been paid on account, Dist. No. 5; (16) (17) Cert. No. 1049. Lots 2 and 3, Block D. and improvements as shown on the plat of Fair Haven Cliffs. A. A. Co., assessed to Henry O. and Dorothy Smith for $104.00, of which $103.16 has been paid on account, Dist. No. 8.

The Bill of Complaint states among other things that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sales on October 9, 1950.

It is, thereupon, this 27th day of September, A. D., 1952, by the Circuit Court for Anne Arundel, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County, once a week for four successive weeks, before the 4th day of December, 1952, next, warning the said Irving H. and Mary M. Bridgers, Stelois Pamfills, Earl Burley, Olive A. Whilden, William A. Scalley, or M. A. Scally, Gladys Norris and Milton H. Norris, Noah Hillman, Title Holding Company, Lutia E. Giles, F. Nelson Phelps, Frank A. Smith, Henry A. and Dorothy Smith, and all other persons having or claiming to have any interest in the above mentioned parcels of land, and all persons interested in said property to be and appear in this Court, in person or by solicitor, by the 4th day of December, 1952 and redeem the property, and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in plaintiff a title free and clear of all encumbrances.

FRANK R. LONG, Attorney,
Kensington, Md. DI-4066 WI-7502.
And
MAURICE WEIDEMEYER,
236 Main Street,
Annapolis, Maryland.
JOHN H. HOPKINS, 3rd., Clerk.
True, Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
9-23

Filed 12 Jan., 1953.

OFFICE OF

Maryland Gazette

LIBER 82 PAGE 272

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 10th, 1952

We hereby certify, that the annexed Order of Publication Equity Number 10,576 Walter R. Hardisty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of December, 1952 The first insertion being made the 2nd day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

C. MAURICE WEIDEMEYER,
Attorney
236 Main St.
Annapolis, Md., and
And
FRANK R. LONG, Attorney
Kensington, Maryland.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND
IN EQUITY
NO. 10,576

WALTER R. HARDISTY, 1515 44th Street, N. W., Washington, D. C., Plaintiff

Vs

OLIVE A. WHILDEN, 5005 Emby Avenue, Roland Park, Maryland
and
WILLIAM A. SCALLEY or M. A. SCALLY, Address unknown.

AND ALL PERSONS HAVING OR CLAIMING TO HAVE, any interest in the following described real estate, to wit: Lot numbered 99 and improvements as shown on the Plat of Beechwood Forest

ALL as substantially described in Certificate of Tax Sale numbered 1036 by Joseph H. Griscom, Sr., County Treasurer, Collector of Taxes for the State of Maryland and Anne Arundel County and sold to Walter R. Hardisty, October 9, 1950 for the amount in said Certificate set forth, Defendants.

Filed 12 Jan. 1953.

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of the Defendants in the following property located in the Third Election District of Anne Arundel County sold on the Ninth day of October A. D., 1950 by Joseph H. Griscom, Sr., County Treasurer and Collector of State and County taxes for the year 1949, to Walter R. Hardisty, Plaintiff in this proceeding; said property is assessed and described on the books of assessment and taxation as Lot numbered 99 and improvements as shown on the Plat of Beechwood Forest, Anne Arundel County assessed to Olive A. Whilden and M. A. Scully, for Forty Dollars ($40.00), of which Thirty Nine Dollars and Twenty Six Cents ($39.26) has been paid on account, District No. 3.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 9, 1950.

It is, thereupon, this 6th day of November, A. D., 1952, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County once a week for four successive weeks, before the 14th day of January, 1953, next, warning the said Olive A. Whilden, William A. Scalley, or M. A. Scally, and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property to be and appear in this Court, in person or by solicitor, by the 14th day of January, 1953 and redeem the property, and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in plaintiff a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-4

OFFICE OF

LIBER 82 PAGE 273

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 of Publication Equity Number 10,576 Walter R. Hardisty

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 14th day of January, 1953. The first insertion being made the 13th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

WALTER R. HARDISTY	*	IN
Plaintiff	*	THE CIRCUIT COURT
VS.	*	FOR
IRVING H. BRIDGERS, et al	*	ANNE ARUNDEL COUNTY
Defendants	*	EQUITY NO. 10576

****

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Capitol Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, IRVING H. BRIDGERS, MARY M. BRIDGERS, EARL BURLEY, OLIVE A WHILDIN, WILLIAM A. SCALLEY (M. A. SCALLY), LUTIA E. GILES, FRANK A. SMITH, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 9th day of October, 1950, for non payment of taxes for the year 1949.

And it further appearing that subpoenas issued out of this Court directed to said Defendants have been returned as follows: OLIVE A. WHILDIN and M. A. SCALLEY, who being notified have filed in these proceedings their Answer disclaiming and waiving any further claim to Lot 99 and improvements as shown on the Plat of Beechwood Forest, EARL BURLEY, who was returned Mortuus, LUTIA GILES, who was duly served the said subpoena, and IRVING BRIDGERS and MARY BRIDGERS being non-residents, and FRANK A. SMITH, whose address is unknown, have been duly served by publication.

And it further appearing that the said non resident defendants or those defendants whose addresses are not known, mentioned above, have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file answer having now expired, it is, thereupon, this 12th day of January, 1953, by the Circuit

Filed 12 Jan, 1953

36

Court for Anne Arundel County, Maryland, sitting as a Court of Equity

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, IRVING H. BRIDGERS, MARY M. BRIDGERS, EARL BURLEY, OLIVE A. WHILDIN, WILLIAM A. SCALLEY (M. A. SCALLY), LUTIA F. GILES FRANK A. SMITH, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the books of the County Treasurer, and sold as aforesaid to Plaintiff on the 9th day of October, 1950.

Benjamin Richardson
Judge of the Circuit Court
for Anne Arundel County,
Maryland

37

LIBER 82 PAGE 278

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
TITLE HOLDING COMPANY, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

::::::::::

PETITION

The Petition of TITLE HOLDING COMPANY, one of the Defendants in the above entitled proceeding, by Samuel Greenfeld, its Attorney, respectfully represents:

1. That your Petitioner is the owner of a certain lot of ground and improvements located in the Fifth Election District of Anne Arundel County, to wit: 2.78 Acres and improvements, Margate, as alleged in the Bill of Complaint filed herein.

2. That your Petitioner desires to redeem said property.

WHEREFORE, your Petitioner prays an Order of this Honorable Court permitting it to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

AND, as in duty bound, etc.

Samuel Greenfeld

SAMUEL GREENFELD
Attorney for Petitioner
Southern Hotel
Baltimore, Maryland

I hereby certify that I was personally served a copy of the foregoing petition by Samuel Greenfeld, on March 10, 1953.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Defendant

Filed 10 Mar., 1953.

38

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
TITLE HOLDING COMPANY, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	: : : :	EQUITY NO. 10,576

AGREEMENT

It is agreed and stipulated between counsel for plaintiff and defendant in the above styled case that the following amounts are necessary to redeem the property in these proceedings, to wit: 2.78 Acres and improvements, Margate, Fifth Election District, Anne Arundel County, Maryland.-

1. Proportionate amount of Court Costs (approximate) 1/16 of whole.....$ 12.32
2. Proportionate costs of advertising (1/16 of $105.92)..... 6.57
3. Title Search..... 15.00
4. Back taxes, penalties, including amount of certificate and interest on certificate..... 1,144.95

TOTAL AMOUNT NECESSARY FOR REDEMPTION.....$1,178.84

Filed 10 Mar., 1933.

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

Samuel Greenfeld
Southern Hotel
Baltimore, Maryland
Attorney for Defendant

39

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT FOR
TITLE HOLDING COMPANY, et al	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

ORDER

Upon the foregoing Petition, it is this 10th day of March, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that TITLE HOLDING COMPANY, be, and it is hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Michaelson
JUDGE

Filed 10 Mar., 1953.

40

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
TITLE HOLDING COMPANY, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

ORDER OF COURT

Upon consideration of the foregoing Agreement as to Costs filed in this cause by the Plaintiff, it is this 10th day of March, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, it is ADJUDGED, ORDERED AND DECREED that the amounts necessary to redeem the property in these proceedings are:

1. Paid to the Clerk of the Circuit Court for Anne Arundel County for for Court Costs, $12.32.

2. Paid to Capital Gazette Press for advertising, $6.57.

3. Paid to Plaintiff for Title Search, $15.00.

4. Paid to the Treasurer of Anne Arundel County for Back taxes, penalties, including amount of certificate number 1042 and interest on said certificate, $1,144.95.

And it is further ORDERED that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause, the property of the Defendant named herein, TITLE HOLDING COMPANY, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Weiler
JUDGE

Filed 10 Mar., 1953.

41

WALTER R. HARDISTY	:	IN THE
VS.	:	CIRCUIT COURT
TITLE HOLDING COMPANY, et al	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

ORDER

Mr. Clerk:

Please enter the above entitled cause "Settled and Property Redeemed" as to the property of TITLE HOLDING COMPANY, one of the Defendants in the above styled cause.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 11 Mar., 1953

42

WALTER E. HARDISTY Plaintiff	*	IN THE CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
IRVING H. BRIDGERS ,et al Defendants	*	EQUITY NO. 10,576

****

PETITION

The Petition of Irving H. Bridgers and Mary M. Bridgers, his wife, one of the Defendants in the above entitled proceeding, by Samuel M. Ivrey, their Attorney, respectfully represents:

1 - That your Petitioners are the owners of a certain lot of ground and improvements located in the First Election District of Anne Arundel County , to wit: 1 Lot or .62/100 acre and Improvements, White Marsh Creek, as alleged in the Bill of Complaint filed herein.

2 - That your Petitioners desire to redeem said property.

WHEREFORE, your Petitioners pray an Order of this Honorable Court permitting them to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order fix as necessary for redemption in accordance with the provisions of Section 92, Article 81 of the Annotated Code of Maryland (1951 Edition).

AND AS IN DUTY BOUND, etc.

Samuel M. Ivrey
Samuel M. Ivrey
Attorney for Petitioners

I hereby certify that I was personally served a copy of the foregoing Petition by Samuel M. Ivrey on March 30 , 1953.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 31 Mar., 1953.

43

LIBER 82 PAGE 282

WALTER R. HARDISTY	*	IN THE CIRCUIT COURT
	*	
vs.		FOR ANNE ARUNDEL COUNTY
	*	
IRVING H. BRIDGERS, et al	*	NO. 10,576 EQUITY

****

ORDER

Upon the foregoin Petition, it is this 31st day of March, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Irving H. Bridgers and Mary M. Bridgers, his wife, be, and they are hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92, Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Michaelson
Judge

Filed 31 Mar., 1953.

44

LIBER 82 PAGE 283

WALTER R. HARDISTY Plaintiff	*	IN THE CIRCUIT COURT
	*	
vs.		FOR ANNE ARUNDEL COUNTY
	*	
IRVING H. BRIDGERS, et al Defendants	*	EQUITY NO. 10,576

****

AGREEMENT

It is agreed and stipulated between counsel for plaintiff and defendants in the above case that the follwoing amounts are necessary to redeem the property in these proceedings, to wit: .62 of an acre and improvements, White Marsh Creek, First Election District, Anne Arundel County, Maryland.

1 - Proportionate amount of Court Costs (approximate) ..... 1/16 of whole	$ 12.32
2 - Proportionate Costs of advertising (1/16 of $105.92)..	6.57
3 - Title Search	15.00
4 - Back taxes, penalties, including amount of Certificate and interest on Certificate 1028	684.66
TOTAL AMOUNT NECESSARY FOR REDEMPTION	$ 718.55

C. Maurice Weidemeyer
C. MAURICE WEIDEMEYER
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

Samuel M. Ivrey
Samuel M. Ivrey
144 Gloucester Street
Annapolis, Maryland
Attorney for Defendants

Filed 1 Apr., 1953.

45

LIBER 82 PAGE 284

WALTER R. HARDISTY Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
vs.	*	
IRVING H. BRIDGERS, et al Defendants	*	EQUITY NO. 10;576
	*	

****

ORDER OF COURT

Upon consideration of the foregoing Agreement as to Costs filed in this cause by the Plaintiff, it is this 1st day of April, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, it is ADJUDGED, ORDERED AND DECREED that the amounts necessary to redeem the property in these proceedings are:

1 - Paid to the Clerk of the Circuit Court for Anne Arundel County for Court Costs, $12.32.

2 - Paid to Capital Gazette Press for advertising, $6.57.

3 - Paid to Plaintiff for Title Search, $15.00.

4 - Paid to the Treasurer of Anne Arundel County for Back Taxes, penalties, including amount of Certificate, $684.66.

And it is further ORDERED that upon payment of the Court Costs due the Clerk and the filing of an Order for Settlement and Redemption in this cause, the property of the Defendants named herein, IRVING H. BRIDGERS and MARY M. BRIDGERS, his wife, shall stand redeemed from the force and effect of the Plaintiff's Tax Sale Certificate.

Benjamin Michaelson
JUDGE

Filed 1 Apr., 1953.

46

LMB 82 PAGE 285

WALTER R. HARDISTY	:	IN
Plaintiff	:	THE CIRCUIT COURT
vs.	:	FOR
IRVING H. BRIDGERS, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 10,576
	:	

::::::::::

FINAL DECREE OF DEFENDANTS, ~~IRVING H. BRIDGERS, MARY M. BRIDGERS,~~ EARL BURLEY, OLIVE A. WHILDEN, WILLIAM A. SCALEY OR M. A. SCALLY, LUTIA E. GILES and FRANK A. SMITH

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, ~~Irving H. Bridgers, Mary M. Bridgers~~, Earl Burley, Olive A. Whilden, William A. Scaley or M. A. Scally, Lutia E. Giles and Frank A. Smith, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear to answer the Bill of Complaint, by virtue of a summons and an order of publication issued in the above entitled cause, and they all having failed to appear thereto in the time limited by said Order of Publication, except Olive A. Whilden and M. A. Scally, who have filed their answer disclaiming and waiving any further claim to Lot No. 99 and improvements, as shown on the Plat of Beechwood Forest in these proceedings, and the Court having found for the Plaintiff, it is, thereupon, this 1st day of April, 1953, by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity,

ADJUDGED, ORDERED and DECREED, that all rights of redemption to the property mentioned herein of all the Defendants, ~~Irving H. Bridgers, Mary M. Bridgers~~, Earl Burley, Olive A. Whilden, William A. Scalley or M. A. Scally, Lutia E. Giles and Frank A. Smith, named herein, be, and they hereby are forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in Plaintiff, in and to all those certain lots, pieces or parcels of ground in Anne Arundel

Filed 1 Apr., 1953

47

County, Maryland, free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in these proceedings is subject.

~~(1) First Election District, Parcel of land containing sixty-two one hundredths of an acre (.62 acre), White Marsh Creek, Anne Arundel County, Maryland, assessed in the names of Irvine H. Bridgers and Mary N. Bridgers, and sold under Certificate of Sale No. 1028.~~

(1) Third Election District, Parcel of land containing twenty (20) acres and improvements, near Marley Park Beach, Anne Arundel County, Maryland, assessed in the name of Earl Burley and sold under Certificate of Sale No. 1035.

(2) Third Election District, Lot Ninety-nine (99), and improvements as shown on the plat of Beechwood Forest, Anne Arundel County, Maryland, assessed in the name of Olive A. Whilden and William A. Scalley or M. A. Scally, and sold under certificate of sale No. 1036.

(3) Fifth District, Parcel of land containing one and one-half (1.5) acres of land, situated at W. S. Hammond Ferry Road, Anne Arundel County, Maryland, assessed to Lutia E. Giles, and sold under Certificate of Sale No. 1043.

(4) Fifth District, Parcel of land containing three and one hundred eighty-two thousandths (3.182) acres, as shown on a plat of Morris Hill, assessed in the name of Frank A. Smith, and sold under Certificate of Sale No, 1046, and it is further

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Walter R. Hardisty, Plaintiff, in these proceedings, a deed of conveyance of the aforesaid lots, plots, parcels of ground and

48

improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, an it is further

ORDERED that plaintiff pay the costs of this suit in his behalf incurred.

Benjamin Kleinsmith
JUDGE

49

WALTER R. HARDISTY Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR ANNE ARUNDEL COUNTY
vs.	*	
	*	
IRVING H. BRIDGERS, et al Defendants	*	NO. 10,576 EQUITY

****

ORDER

MR. CLERK:

Please enter the above entitled cause " Settled and Property Redeemed " as to the property of IRVING H. BRIDGERS and MARY M. BRIDGERS, his wife, one of the Defendants in the above cause.

C. Maurice Weidemeyer
Attorney for Plaintiff

Filed 28 Apr., 1953

50

WALTER R. HARDISTY,	:	IN THE CIRCUIT COURT
Plaintiff,	:	
	:	FOR
vs.	:	
	:	ANNE ARUNDEL COUNTY
IRVING H. BRIDGES, et al.,	:	
Defendants.	:	Equity No. 10,576

. . . . . .

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The Petition of Walter R. Hardisty, Plaintiff herein, respectfully represents:

1. That he filed suit herein against Lutia E. Giles (Tax Sale Certificate No. 1043) and F. Nelson Phelps (Tax Sale Certificate No. 1045), among others, to foreclose the Equity of Redemption by virtue of the fact that he was the holder of the two aforementioned tax certificates.

2. Just recently your Petitioner has discovered that said Certificate No. 1043, representing 2.78 acres and improvements, as shown on the Plat of Margate, Fifth Election District, Anne Arundel County, and assessed against Lutia E. Giles, was condemned by the State of Maryland for the use of the State Roads Commission of Maryland on July 5, 1949, in the Circuit Court for Anne Arundel County, Law No. 1421, and therefore said certificate should never have been in the 1950 tax sale.

3. And also your Petitioner has discovered that said Certificate No. 1045, representing 46-1/3 acres and improvements, situated near Brooklyn, Fifth Election District, Anne Arundel County, and assessed to F. Nelson Phelps was conveyed by F. Nelson Phelps by deed dated July 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., No. 482, folio 189, to the

Filed 30 June 1953

57

Mayor and City Council of Baltimore City and therefore should never have been in the 1950 tax sale.

To the end, therefore,

1. Your Petitioner prays that the Clerk of the Court be ordered to return said Certificates Nos. 1043, representing land assessed to Lutia E. Giles, and 1045, representing land assessed to F. Nelson Phelps to your Petitioner in order that he might present them to the Treasurer for Anne Arundel County to recover his money thereon.

2. That this Bill of Complaint be dismissed as to the Defendants, Lutia E. Giles and F. Nelson Phelps.

3. And for such other relief as may be just and proper in this case.

Frank R. Long, per C.M.W.
Frank R. Long
Washington Loan & Trust Bldg.
Washington 4, D. C.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorneys for Plaintiff

52

WALTER R. HARDISTY, Plaintiff,	:	IN THE CIRCUIT COURT
vs.	:	FOR
IRVING H. BRIDGES, et al., Defendants.	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,576

. . . . . .

ORDER OF COURT

Upon consideration of the foregoing Petition, it is on this 1st day of July, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that the Clerk of the Circuit Court for Anne Arundel County be Ordered to release Tax Certificates Nos. 1043, representing property assessed to Lutia E. Giles, and 1045, representing property assessed to F. Nelson Phelps, to the Petitioner.

And it is Ordered that the Bill of Complaint be dismissed as to the Defendants, Lutia E. Giles and F. Nelson Phelps.

Benjamin Michaelson
Judge

Filed 1 July, 1953.

Tax Sale Certificates Nos. 1043 and 1045 received this 2nd day of July, 1953.
Noel E. Moore, Jr.

53

WALTER R. HARDISTY 1515 - 44th Street, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
	:	FOR
Plaintiff	:	
vs.	:	ANNE ARUNDEL COUNTY
HENRY O. SMITH and DOROTHY R. SMITH c/o N. E. Ryan & Company 1216 New York Avenue, N. W. Washington, D. C., et al.	:	Equity No. 10,576
Defendants	:	

. . . . . .

Filed 13 July, 1953.

AMENDMENTS TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I.

For amendments to the Bill of Complaint filed herein, Walter R. Hardisty, Plaintiff, by his attorneys, C. Maurice Weidemeyer, Basil E. Moore, Jr. and Frank R. Long, respectfully show this Court as follows:

In Paragraph 2 of the Bill of Complaint filed herein there is set forth an allegation describing Certificate No. 1049, covering Lots numbered 2 and 3, Block D and improvements, as shown on Plat of Fair Haven Cliffs and assessed in the names of Henry O. Smith and Dorothy R. Smith, on which Certificate the Plaintiff paid the County Treasurer the sum of One Hundred and Three Dollars and Sixteen Cents ($103.16) on account of his purchase price bid for said Certificate in the amount of One Hundred and Four Dollars ($104.00). That said Certificate No. 1049 was filed herein with the original Bill of Complaint and is now of record herein.

II.

That the records of the County Assessor's Office show that Lots numbered 2 and 3, Block D and improvements, Fair Haven Cliffs, were assessed in the names of Henry O. Smith and Dorothy R. Smith, c/o N. E. Ryan & Company, 1216 New York Avenue, N. W., Washington, D. C., but through a typographical error

54

the said Henry O. Smith was designated as "Henry A. Smith" in the caption of the Bill of Complaint and in the allegations and paragraphs incorporated in said Bill of Complaint. That Plaintiff desires to amend the Bill of Complaint by having the caption of the case conform to the real party owners as shown by the Tax Sale Certificate No. 1049 filed herein. That counsel have made numerous telephone calls endeavoring to locate said Henry O. Smith and Dorothy R. Smith, owners of record of said Lots numbered 2 and 3, Block D, Fair Haven Cliffs, but have been unable to locate them and are therefore required to proceed against them at the address set forth and on the assessment records,

To the end, therefore,

1. That the caption herein be amended to clearly state the name and address of the Defendants, Henry O. Smith and Dorothy R. Smith, and their address as c/o N. E. Ryan & Company, 1216 New York Avenue, N. W., Washington, D. C.

2. That an Order of Publication be directed and issued against the Defendants, Henry O. Smith and Dorothy R. Smith directing them and each of them to be and appear herein in person or by solicitor by a date to be named therein and answer the Bill of Complaint and abide by and perform such orders or decrees as may be passed herein.

3. That Plaintiff may have such relief against the said two Defendants as is prayed for in the original Bill of Complaint.

C. Maurice Weidemeyer

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Plaintiff

55

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WALTER R. HARDISTY 1515 - 44th Street, N. W. Washington, D. C. Plaintiff vs. HENRY O. SMITH and DOROTHY R. SMITH c/o N. E. Ryan & Company 1216 New York Avenue, N. W. Washington, D. C., and any and all persons having or claiming to have, any interest in the following described real estate, to wit: Lots numbered 2 and 3, Block D and improvements, as shown on the Plat of Fair Haven Cliffs, Eighth Election District, Anne Arundel County, Maryland. All as substantially described in Certificate of Tax Sale numbered 1049 and sold to the Plaintiff, Walter R. Hardisty, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland, Anne Arundel County, on October 9, 1950, for the amount in said Certificate set forth. Defendants	:	IN EQUITY No. 10,576

. . . . . .

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDING is to secure the foreclosure of all rights of redemption of the Defendants in the following property located in the Eighth Election District of Anne Arundel County, sold on the 9th day of October, 1950, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland, Anne Arundel County, for taxes due for the year 1949, to Walter R. Hardisty, Plaintiff in this proceeding; said property is assessed and described on the books of assessment and taxation as Lots numbered 2 and 3, Block D andimprovements, as shown on the Plat of Fair Haven Cliffs, Anne Arundel County, Maryland, and assessed to Henry O. Smith and

Filed 13 July, 1953

56

Dorothy R. Smith; that said Tax Sale Certificate No. 1049 was sold to the Plaintiff, Walter R. Hardisty, for One Hundred and Four Dollars ($104.00), of which the sum of One Hundred and Three Dollars and Sixteen Cents ($103.16) has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 9, 1950.

It is, thereupon, this 13 day of July, 1953, A. D., by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County once a week for four successive weeks, before the 17 day of August, 1953, next, warning the said Henry O. Smith and Dorothy R. Smith, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land, and all persons interested in said property, to be and appear in this Court, in person or by solicitor, on or before the 7 day of September, 1953, and redeem the property, and answer the Bill of Complaint, or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in Plaintiff, Walter R. Hardisty, a title free and clear of all encumbrances.

John H. Hopkins, Jr., Clerk
John H. Hopkins, III
Clerk

5'7

C. Maurice Weidemeyer, Attorney
230 Main Street
Annapolis, Maryland
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY,
MARYLAND
WALTER R. HARDISTY
1515-44th Street, N. W.
Washington, D. C.
Plaintiff

Vs.

HENRY O. SMITH and DOROTHY R. SMITH c/o N.E. Ryan & Company 1216 New York Ave., N. W. Washington, D. C., and any and all persons having or claiming to have, any interest in the following described real estate, to wit: lots numbered 2 and 3 Block D and improvements, as shown on the Plat of Fair Haven Cliffs, Eighth Election District, Anne Arundel County, Maryland. All as substantially described in Certificate of Tax Sale numbered 1049 and sold to the Plaintiff, Walter R. Hardisty, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland, Anne Arundel County, on October 9, 1950, for the amount in said Certificate set forth.

Defendants

IN EQUITY

No. 10,576.

ORDER OF PUBLICATION

THE OBJECT AND PURPOSE OF THIS PROCEEDINGS is to secure the foreclosure of all rights of redemption of the Defendants in the following property located in the Eighth Election District of Anne Arundel County, sold on the 9th day of October, 1950, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland, Anne Arundel County, for taxes due for the year 1949, to Walter R. Hardisty, Plaintiff in this proceeding; said property is assessed and described on the books of assessment and taxation as Lots numbered 2 and 3, Block D and improvements, as shown on the Plat of Fair Haven Cliffs, Anne Arundel County, Maryland, and assessed to Henry O. Smith and Dorothy R. Smith; that said Tax Sale Certificate No. 1049 was sold to the Plaintiff, Walter R. Haristy, for One Hundred and Four Dollars ($104.00), of which the sum of One Hundred and Three Dollars and Sixteen Cents ($103.16) has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 9, 1950.

It is, thereupon, this 13 day of July, 1953, A.D., by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in said Anne Arundel County once a week for four successive weeks, before the 17th day of August, 1953, next, warning the said Henry O. Smith and Dorothy R. Smith, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land, and all persons interested in said property, to be and appear in this Court, in person or by solicitor, on or before the 2 day of September, 1953, and redeem the property, and answer the Bill of Complaint, or thereafter a final decree will be passed foreclosing all rights of redemption in the property, and vesting in Plaintiff, Walter R. Hardisty, a title free and clear of all encumbrances.

/s/ JOHN H. HOPKINS III,
Clerk

Filed 25 Aug. 1953

55

OFFICE OF THE STAR

LIBER 82 PAGE 296

GLEN BURNIE, MD., August 6 19 53

THIS IS TO CERTIFY, that the annexed advertisement of Walter R. Hardisty vs: Henry O. and Dorothy Smith was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 16 day of July 1953 ; that is to say, the same was inserted in the issues of The Anne Arundel Star July 16, 23 , 30, and August 6, 1953.

P. G. STROMBERG,
Publisher.

By Gladys M. Rowley

WALTER R. HARDISTY, Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
HENRY O. SMITH and DOROTHY R. SMITH c/o N.E. Ryan & Company 1216 New York Avenue, N. W. Washington, D. C., et al., Defendants	:	ANNE ARUNDEL COUNTY
	:	Equity No. 10,576

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

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued has been duly published in the Glen Burnie Star, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, HENRY O. SMITH and DOROTHY R. SMITH, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to the Plaintiff on the 9th. day of October, 1950, for non payment of taxes due for the year 1949.

And it further appearing that the said non resident defendants or those defendants whose addresses are not known, mentioned above, have failed to enter their appearance herein in person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an answer having now expired, it is, thereupon, this 7th day of October, 1953, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, HENRY O. SMITH and DOROTHY R. SMITH, and all persons having or claiming to have any interest in the real estate therein described on the books of the County Treasurer, and sold as aforesaid to Plaintiff on the 9th. day of October, 1950.

Benjamin Richardson
JUDGE

Filed 7 Oct., 1953.

59

WALTER R. HARDISTY, Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
HENRY O. SMITH and DOROTHY R. SMITH, et al., Defendants	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10,576

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

FINAL DECREE AS
TO DEFENDANTS, HENRY O. SMITH AND DOROTHY R. SMITH

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants HENRY O. SMITH and DOROTHY R. SMITH, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear to answer the Bill of Complaint by virtue of an Order of Publication issued in the above entitled cause, and they having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is, thereupon, this 12th day of November, 1953, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED, that all rights of redemption to the property mentioned herein of the Defendants, who are non-residents, HENRY O. SMITH and DOROTHY R. SMITH, and all persons having or claiming to have any interest in the hereinafter described property, be, and they are hereby are forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in Plaintiff, in and to Lots numbered 2 and 3, Block D and improvements, as shown on a Plat of Fair Haven Cliffs and assessed in the names of Henry O. Smith and Dorothy R. Smith sold under Tax Sale Certificate Number 1049 to the Plaintiff by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland on the 9th. day of October, 1950, free and clear of all alienations and descents of said property occurring prior to this decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in these proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Walter R. Hardisty,

Filed 12 Nov. 1953

60

Plaintiff, in these proceedings, a Deed of conveyance to the aforesaid lots and parcels of ground and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the pruchase price, if any, and it is further,

ORDERED that Plaintiff pay the costs of this suit in his behalf incurred.

Benjamin Nicholson
JUDGE

IN THE MATTER OF THE SALE	:	NO. 10,683 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF EVANS ARCENEAUX and MARY	:	CIRCUIT COURT FOR
ARCENEAUX, his wife	:	ANNE ARUNDEL COUNTY
	:	
	:	
	:	

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above case.

Marvin I. Anderson
Attorney Named in the Mortgage

Filed 20 Mar., 1953.

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

No. 10,683 Equity

Purchase Money
THIS MORTGAGE, Made this 8th day of June, - - - - - - - - - - - - - - -

in the year nineteen hundred and forty nine, between EVANS ARCENEAUX and MARY ARCENEAUX, his wife, parties of the first part, - - - - - - - - - -

of Anne Arundel County, - - - - - - - - - - - in the State of Maryland, Mortgagor s , and the WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED, - - - - - - -

- party - of the second part

a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagors -

being members of said body corporate, have received therefrom an advance of Eleven hundred - - ($1100.00) dollars -

on Eleven (11) - - - - - - - - - - - shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance .

Filed 20 Mar., 1953.

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

do grant, assign and convey unto the said mortgagee, its successors and assigns, all those lots or parcels of ground situate and lying in Third Election District of Anne ~~and described as follows:~~ Arundel County, Maryland and designated as lots 1, 2, 3 and 4 of Block "G" on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber W.N.W. No. 2 folio 11, now filed in Cabinet 1, Rod E, folio 11.

BEING the same property which was conveyed to said Evans Arceneaux and Mary Arceneaux, his wife, by Herman Schreiber and Annie Schreiber, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this Mortgage. Subject to the restrictions referred to in said deed.

Future Advances: The parties hereto agree that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed Five hundred ($500.00) dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof; and all such future advances so made shall be liens and shall be secured by this mortgage equally and to the

2

same extent as the amount originally advanced on the security of this mortgage, and all such future advances shall be a lien on the property herein described as of date of this mortgage, good and valid against and superior to all rights of subsequent creditors, purchasers, mortgagees, and other lienors and encumbrancers, and any of them, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvement to the mortgaged property.

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

TO HAVE AND TO HOLD the said lot of ground - - - - - - - - - - - - - - - with the improvements and appurtenances aforesaid, unto the said WELLHAM BUILDING AND LOAN ASSOCIATION, INCORPORATED - its successors and assigns, in fee simple.

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

AND the said Mortgagors - for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of Twenty five ($.25) cents per share -- - - - - - - - - - - - as dues until the said sum of Eleven Hundred ($1100.00) dollars - - - - - - - shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of Twelve ($.12) cents per share - - - - - - as interest until the sum of One hundred ($100.00) -- - - - - - - - - - - - - - - - dollars shall be repaid in weekly dues, when the said weekly payments of interest shall be reduced Twelve ($.12) cents per share and so on, and as often as One hundred ($100.00) - - - - - - - - - - -- - - - - dollars shall be so repaid in dues, the weekly payments of interest shall be so reduced Twelve ($.12) - - - - - - - - - cents per share, to pay all fines and penalties that may be imposed upon them - - - - - - - - - - - - by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

3

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

AND the said mortgagor s covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of Eleven hundred - - ($1100.00) dollars - shall be repaid.

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

AND it shall be lawful for the said mortgagee, its successors or assigns, or for Marvin I. Anderson - 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 ~~Baltimore~~ 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 Seventy five ($75.00) dollars, and - - - - - - - - a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the mortgagor s, their - - - - - - - - heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel - ~~Baltimore~~ - - - - - - - - - - County in Equity, which said expenses, costs and commission 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 commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

AS WITNESS the hands and seals of the said Mortgagors.

TEST:

John R Rickert
John R. Rickert

Evans Arceneaux (SEAL)
Evans Arceneaux

Mary Arceneaux (SEAL)
Mary Arceneaux

(SEAL)

(SEAL)

LIBER 82 PAGE 304

LIBER 525 PAGE 127

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 8th day of June in the year nineteen hundred and forty nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid personally appeared Evans Arceneaux and Mary Arceneaux, his wife,

the MortgagorS named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared George T. Cromwell - - - - - - - - - - - - - - the Vice 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.

Witness my hand and seal Notarial,

John R Rickert

John R. Rickert, Notary Public

Recorded- 9th June, 1949, at 12 M.

P.M.

MORTGAGE

FROM

EVANS ARCENEAUX and

MARY ARCENEAUX, his wife

TO

the WELLHAM BUILDING AND LOAN

ASSOCIATION, INCORPORATED

BLOCK NO.

Received for Record 9 June, 19 49, at 12 o'clock M. Same day recorded in Liber No. 525 Folio 124 &c., one of the ~~Mortgage~~ Land Records of A. A. Co.

and examined per John T. Hagelbaum, Jr. Clerk

Cost of Record, $

Marvin I. Anderson
Attorney at Law,
20-U West Street
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

Paid

IN THE MATTER OF THE SALE	:	NO. 10,683 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF EVANS ARCENEAUX and MARY	:	CIRCUIT COURT FOR
ARCENEAUX, his wife	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand ($2,000.00) 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 20th day of March, in the year Nineteen hundred and fifty-three.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Evans Arceneaux and Mary Arceneaux, his wife, bearing date the 8th day of June, 1949, to the Wellham Building and Loan Association, Incorporated, and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 525 folio 124, and he the said Marvin I. Anderson is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson does and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force

Filed 20 Mar, 1953

6

and virtue in law.

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

Signed, Sealed & Delivered
in the Presence of

Catherine N. Botts

Marvin I. Anderson (SEAL)
Marvin I. Anderson

NATIONAL SURETY CORPORATION
By Marvin I. Anderson
Marvin I. Anderson
Attorney-in-fact

Approved this 20 Mar., 19[illegible]
John H. Hopkins, 3rd, [illegible]

NATIONAL SURETY CORPORATION NEW YORK

7

LIBER 82 PAGE 307

IN THE MATTER OF THE SALE	:	NO. 10,683 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF EVANS ARCENEAUX and MARY	:	CIRCUIT COURT FOR
ARCENEAUX, his wife	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage from Evans Arceneaux and Mary Arceneaux, his wife, on Mortgage dated June 8, 1949 and recorded in Liber J. H. H. No. 525 folio 124.

Principal with interest from March 11, 1953	$1,086.96
Taxes - 1953	
Water and Sewer	
Insurance	

Filed 26 Mar., 1953.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 25th day of March, in the year Nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Emory L. Cromwell, President of the Wellham Building and Loan Association, Incorporated, and he made oath that the above is a correct statement of the amount due on said mortgage.

Witness my hand and seal Notarial,

John R Richards
Notary Public

JOHN R. RICHARDS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

8

Foreclosure Sale of Improved Real Estate at Marley Park Beach

Under and by virtue of the power of sale contained in a mortgage from Evans Arceneaux and Mary Arceneaux, his wife, dated June 8th, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 525 folio 124, default having occurred therein, the undersigned attorney named in the mortgage will sell on the premises on

Saturday, April 18, 1953

2:30 P. M.

All those four lots of ground situate in the Third Election District of Anne Arundel County and designated as Lots Nos. 1, 2, 3 and 4 of Block "G" on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2 folio 11, now filed in Cabinet 1, Rod E, folio 11. Subject to the restrictions referred to.

Improved by a 4—room frame dwelling.

Terms: Three hundred ($300.00) dollars at time of sale, balance with interest at 6 per cent on ratification of the sale by the Court or all cash at time of sale. Taxes and expenses to be adjusted at time of sale.

For further particulars apply to the undersigned.

Marvin I. Anderson
Attorney Named in Mortgage

George W. Scible
Auctioneer

Filed 23 Apr., 1953

Exhibit A

9

This is to certify that I have this day purchased at public auction from Marvin I. Anderson, Attorney, the property herein described at and for the sum of fourteen hundred thirty dollars and we agree to compy with the terms of sale.

Witness my hands and seals this 20th day of April, 1953.

Witness:

John R Richard

William Bldg & Loan Assoc (SEAL)

By Emory F Cromwell (SEAL)
President

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Attorney, the herein described property to the William Bldg & Loan Asso at and for the sum of fourteen hundred thirty dollars, he being at that price the highest bidder.

Witness my hand and seal this 18th day of April, 1953.

Auctioneer

Filed 23 Apr., 1953.

Witness:

Marvin I Anderson

EXHIBIT "A"

IN THE MATTER OF THE SALE	:	NO. 10,683 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF EVANS ARCENEAUX and MARY	:	CIRCUIT COURT
ARCENEAUX, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the Attorney for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by hand bill posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend on the premises on Saturday, April 18, 1953 at two thirty o'clock, P. M., the time and place so advertised, and then and there proceeded to sell said real estate, being all those four lots of ground situate in the Third Election District of Anne Arundel County and designated as Lots Nos. 1, 2, 3 and 4 of Block "G" on the Plat of Marley Park Beach, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2 folio 11, now filed in Cabinet 1, Rod E, folio 11; subject to the restrictions referred to and improved by a four room frame dwelling, to the Wellham Building and Loan Association, Inc., for the sum of Fourteen hundred Thirty Dollars ($1430.00) Dollars, it being the highest bidder for the property. A copy of the hand bill, Purchasers' Agreement, and Assignee's certificate is filed herewith

Filed 23 Apr. 1953.

11

marked Exhibit "A".

Marvin I. Anderson Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23 day of April, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

Myrtle Sturm, Notary Public

ORDER NISI

LIBER 82 PAGE 312

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

~~XXXXXX~~

EVANS ARCENEAUX and MARY ARCENEAUX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,683 Equity

Filed 23 Apr., 1953.

Ordered, this 23 day of April, 19 53, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney, ~~XXXXXXX~~ Trustee,

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

The report states that the amount of sales to be $ 1,430.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXX~~

EVANS ARCENEAUX and MARY ARCENEAUX, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 2 June, 1953.

ORDERED BY THE COURT, This 2d day of June, 1953, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

13

LIBER 82 PAGE 313

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 1st, 1953

We hereby certify, that the annexed

Order Nisi - Sale
Equity Number 10,683

Evans Arceneaux

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 June, 1953 The first insertion being made the 30th day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,683 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EVANS ARCENEAUX and MARY ARCENEAUX, his wife.

Ordered, this 23rd day of April, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st 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 1st day of June next.

The report states that the amount of sales to be $1,430.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-21

Filed 2 June, 1953

MG—

14

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
Evans Arceneaux
and
Mary Arceneaux, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,683 Equity

To the Honorable, the Judges of said Court:

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

Filed 25 June, 1953.

June 23, 1953.

All of which is respectfully submitted.

Laura R. Jackling
Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Evans Arceneaux and Mary Arceneaux, his wife

			in ac.	
To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	74	05	149	05
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	17	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	10	71		
National Surety Corporation -bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal revenue stamps		83		
One-half State revenue stamps		82		
Myrtle Sturm - notary fee		50	69	68
To Attorney for Taxes, viz:				
1953 State and County taxes ($26.17-adj)	7	74	7	74
To Wellham Building & Loan Ass'n, mortgagee- in full for mortgage claim, viz:				
Balance due on principal	1,086	96		
Interest from 3/11/53 to 4/18/53	6	88	1,093	84
To Evans Arceneaux and Mary Arceneaux, his wife, mortgagors - this balance	71	94	71	94
			1,430	00

16

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1953				
April	18	Proceeds of Sale	1,430 00	1,430 00
				1,430 00

17

LIBER 82 PAGE 317

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
Evans Arceneaux
and
Mary Arceneaux, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,683 Equity.

ORDERED, This 25 day of June, 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 3 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of August next.

John H. Hopkins, 3rd, Clerk

Filed 7 Aug., 1953. Filed 25 June, 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of August, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Ulrichson
Judge.

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1953

We hereby certify, that the annexed
Order Nisi - Aud. Acct. - Eq. 10683
Evans Arceneaux

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of August, 1953. The first insertion being made the 2nd day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9746

19

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,683 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of EVANS ARCENEAUX, MARY ARCENEAUX, His Wife.

Ordered, this 25th day of June, 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 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-16

Filed 6 Aug., 1953.

In the Matter of	:	IN THE CIRCUIT COURT FOR
LESTER O'DELL RENNINGER	:	ANNE ARUNDEL COUNTY, MD.
Mental Incompetent	:	In Equity No. 10,429

: : : :

PETITION OF COMMITTEE FOR AUTHORITY
TO DISPOSE OF INTEREST IN REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Thomas E. O'Dea, respectfully represents to this Honorable Court, as follows:

1. That he is the duly appointed, qualified and serving Committee of the person and estate of Lester O'Dell Renninger, mentally incompetent resident of the District of Columbia and patient at St. Elizabeths Hospital. That your Petitioner was appointed by the United States District Court for the District of Columbia in Mental Health No. 1114-51 on September 18, 1951. That certified copies of the "Decree of Adjudication and Commitment" and "Order Appointing Committee" are attached hereto and prayed to be considered as a part hereof as fully as if incorporated herein.

2. That said mental incompetent, Lester O'Dell Renninger, is the husband of Helen M. Renninger, also a resident of the District of Columbia, and as such has an inchoate right of dower in certain real estate in Anne Arundel County, in which the said Helen M. Renninger acquired a one-fourth interest as a daughter and heir at law of Adam A. Weschler, deceased.

3. That Ancillary Administration proceedings on the Estate of Adam A. Weschler, deceased, were had in the Orphans Court of Anne Arundel County in Admin. #8049. That the First and Final Account of Ringgold Hart, Ancillary Administrator, was filed in the said Orphans Court and by said Court passed and approved.

4. That a brother of said Helen M. Renninger, namely Ralph A. Weschler, made an offer to the other heirs, Frances Weschler Ondrick, Mary Rita Bayer, and Helen M. Renninger, to purchase

Filed 29 Feb., 1952

their interests in the Anne Arundel County real estate, namely Lots 10 and 11 and three feet of Lot 12, Section A, South River Park, and the improvements thereon for the sum of $11,545.70, of which sum the said Helen M. Renninger would be entitled to one-third or $3,848.56. That the said offer has been accepted by the said heirs of Adam A. Weschler and the purchaser is desirous of completing the deal and obtaining a properly executed deed. A verbatim copy of the purchase contract is hereto attached and marked Exhibit "B". That he believes the consummation of the sale for the best interests of his wards estate.

5. Your Petitioner is advised and believes that under the provisions of Article 16, Section 139 of the Annotated Code of Laws of Maryland, that he is entitled to have this Court authorize him to sign the deed to Ralph A. Weschler as the Committee for Lester O'Dell Renninger, husband of Helen M. Renninger, and to receive for the Estate of said Lester O'Dell Renninger, the amount due as the commutation of his inchoate right of dower in the $3,848.56 due Helen M. Renninger as her part of the sale proceeds.

6. That Helen M. Renninger is now 47 years of age and Lester O'Dell Renninger is now 48 years of age.

To the end therefore

1. That your Petitioner, as the Committee of Lester O'Dell Renninger, be authorized to sign the deed to Ralph A. Weschler, and convey to said Ralph A. Weschler all the inchoate right of dower of said Lester O'Dell Renninger in and to Lots 10, 11, and three feet of Lot 12, Section "A", South River Park, and to receive for his said ward the amount due from the said sale.

2. For all process, decrees, publications, and Orders as may be required herein.

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

C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Petitioner

Thomas E. O'Dea
Committee

2

District of Columbia, SS:

Thomas E. O'Dea, being first duly sworn and on oath, deposes and says: That he has read the foregoing Petition by him subscribed and verily believes the same to be true.

Thomas E. O'Dea

Thomas E. O'Dea

Subscribed and sworn to before me this 27 day of February 1952.

Gladys B. Freeman

Notary Public

In the United States District Court for the District of Columbia

---

To all to whom these presents come, Greeting:

UNITED STATES OF AMERICA
DISTRICT OF COLUMBIA } *ss.*

BE IT REMEMBERED, That in the United States District Court for the District of Columbia, at the City of Washington, in said District, at the time s hereinafter mentioned, among others were the following proceeding s, to wit:

Filed 29 Feb., 1952

IN RE:

LESTER O'DELL RENNINGER,
Patient.

Mental Health No. 1114-51

DECREE OF ADJUDICATION AND COMMITMENT

Filed August 14, 1951

and

ORDER APPOINTING COMMITTEE

Filed September 18, 1951

Exhibit "A"

4

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

In the Matter of

LESTER O'DELL RENNINGER

Patient
W-48

Mental Health No. 1114 - 51

DECREE OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard by the Court, considering the petition filed herein and the report and recommendations of the Commission on Mental Health, who, having made an examination of the mental condition of the patient, and having conducted a hearing, at which the patient, his-her relatives, friends and witnesses testified and were examined upon the issue of his-her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the patient to be of unsound mind and in need of treatment in a hospital for his-her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law; it is by the Court, this 14th day of August 1951

ADJUDGED and DECREED:

1. That Lester O'Dell Renninger is of unsound mind and is hereby committed to Saint Elizabeths Hospital until he may be safely discharged therefrom, or transferred to a Veterans Facility.

2. That Lester O'Dell Renninger is a resident of the District of Columbia.

3. That the expense of the maintenance and treatment of Lester O'Dell Renninger in Saint Elizabeths Hospital shall be borne by the District of Columbia without prejudice to its right to claim reimbursement in full from the estate of the patient, or others, as provided by law.

Walter M. Bastian
Judge

6

FILED
SEP 18 1951
HARRY M. HULL, CLERK

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

IN RE: :

LESTER O'DELL RENNINGER, : MENTAL HEALTH NUMBER 1114-51.

Patient :

ORDER APPOINTING COMMITTEE

Upon consideration of the Petition of Helen M. Renninger, the wife of the above named patient, for the appointment of a committee for Lester O'Dell Renninger, Patient, it is this 18th day of September, 1951,

ORDERED: That Thomas E. O'Dea Esq be and he hereby is appointed Committee of the person and estate of Lester O'Dell Renninger upon entering into an undertaking in the sum of Three Thousand Dollars ($3000.00), conditioned upon the faithful performance of his trust.

By the Court:

Alexander Holtzoff

Judge

Authentication

LIBER 82 PAGE 324

United S[illegible] District Court for the District of Columbia:

I, HA[illegible] HULL, Clerk of the said Court, do hereby certify that the writing s annexed t[illegible] certificate are *true copies of original s on file and of record in s[illegible]rt in this cause.* I further certify that the Committee herein has file[illegible]y approved undertaking in the penalty of $3,000.00, and that sai[illegible]ntment has not been terminated.

Witness my hand and the seal of said Court, this

31st *day of* DECEMBER ~~19~~ 1951.

HARRY M. HULL, *Clerk.*

By Robert M. Stearns, *Deputy Clerk.*

I, LU[illegible] YOUNGDAHL, *Judge of said Court, do hereby certify the foregoi[illegible]station by HARRY M. HULL, Clerk of the said Court, to be in due form.*

Witne[illegible]and this 31st *day of* DECEMBER, ~~19~~ 1951.

Luther W. Youngdahl
Judge.

I, HA[illegible]. HULL, Clerk of said Court, hereby certify that the Honorable LUTHER W[illegible]AHL, *whose genuine signature is subscribed to the foregoing certificate[illegible] the time of signing and attesting the same, Judge of s[illegible]rt, duly commissioned and qualified.*

Witness my hand and the seal of said Court, this

31st *day of* DECEMBER, ~~19~~ 1951.

HARRY M. HULL, *Clerk.*

By Robert M. Stearns, *Deputy Clerk.*

7

In the Matter of	:	IN THE CIRCUIT COURT
LESTER O'DELL RENNINGER	:	FOR ANNE ARUNDEL COUNTY
Mental Incompetent	:	In Equity No. 10,429

: : : : :

NOTICE TO CREDITORS

Application having been made herein to obtain a Decree authorizing Thomas E. O'Dea as Committee of Lester O'Dell Renninger, a mentally incompetent resident of the District of Columbia, to sign a deed for and on behalf of the said Lester O'Dell Renninger, husband of Helen M. Renninger, to Ralph A. Weschler, conveying the inchoate right of dower of said Lester O'Dell Renninger in and to the said one-fourth interest of Helen M. Renninger in certain real estate in Anne Arundel County mentioned in the Petition.

Accordingly it is by the Circuit Court for Anne Arundel County, sitting in equity, this 4 day of March, 1952 ORDERED that all persons having any claims against the said Lester O'Dell Renninger file same in this cause and make said claims known to the Committee of Lester O'Dell Renninger, on or before the 14 day of April, 1952, provided a copy of this Notice of Creditors be published in the Maryland-Gazette once a week for four (4) successive weeks during a thirty day period prior to the 14 day of April, 1952.

John A. Hopkins, 3rd
Clerk.

Filed 4 Mar., 1952.

8

In the Matter of	:	IN THE CIRCUIT COURT
LESTER O'DELL RENNINGER	:	FOR ANNE ARUNDEL COUNTY
Mental Incompetent	:	In Equity No. 10429

: : : : :

PETITION FOR SUBSTITUTION
OF PARTY PETITIONER AS COMMITTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John H. Coffman, Successor Committee for the mentally incompetent Lester O'Dell Renninger, by his attorney, C. Maurice Weidemeyer, respectfully shows as follows:

That on March 3, 1952, and subsequent to the filing to the Petition herein by Thomas E. O'Dea, that Petitioner, John H. Coffman was by the United States District Court for the District of Columbia in Mental Health #1114-51, appointed as Successor Committee to the said Thomas E. O'Dea. That the said Thomas E. O'Dea was permitted by the said Court of the District of Columbia to resign as Committee and Petitioner John H. Coffman has qualified by giving bond in amount of $2000.00 in said case and is now the duly appointed, qualified, and serving Committee of the Estate of Lester O'Dell Renninger. That the "Certificate of Committee Appointment" under the hand of the Clerk of said District Court and under the seal of said Court is attached hereto as Exhibit C.

That it is necessary that the Petitioner, John H. Coffman, be substituted herein as the Committee of Lester O'Dell Renninger and be permitted to proceed with the matters pertaining to this suit.

To the end therefore

That this Court enter an Order herein substituting John H. Coffman as Committee for Lester O'Dell Renninger in the place and stead of Thomas E. O'Dea, the original Petitioner.

For such other and further relief as to the Court may seem

Filed 31 Mar., 1952

9

just and proper.

C. Maurice Weidemeyer
C. Maurice Weidemeyer
236 Main Street
Annapolis, Maryland
Attorney for Committee

ORDER OF COURT

Upon consideration of the foregoing Petition of John H. Coffman, it is by the Circuit Court of Anne Arundel County, sitting in Equity, this 1st day of April, 1952,

ORDERED, that John H. Coffman, Successor Committee, be and he hereby is substituted as Party Petitioner and as Committee for Lester O'Dell Renninger, mentally incompetent resident of the District of Columbia, with full authority to proceed herein as if he were the original Petitioner herein.

Benjamin Mackubin
JUDGE

Filed 1 Apr., 1952.

10

LIBER 82 PAGE 328

United States District Court for the District of Columbia

Mental Health No. 1114-51

In Re:

Lester O'Dell Renninger
(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 3rd day of March, 19 52 John H. Coffman was appointed by Judge Matthews as successor committee of the ~~personal~~ estate of Lester O'Dell Renninger, Patient; and I further certify that said John H. Coffman successor committee, has filed his duly approved undertaking in the maximum sum of Two Thousand Dollars ($ 2,000.00) with The Travelers Indemnity Co. as surety thereon; and that according to the records in this office the appointment has not been terminated.

Filed 31 Mar., 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 25th day of March, 19 52

HARRY M. HULL, Clerk

By [signature]
Deputy Clerk.

Exhibit C

11

Filed 7 March 1952

LIBER 82 PAGE 329

Exhibit B.

August 17, 1951

To: Mrs. Helen M. Renninger
Mrs. Frances Marie Ondrick
Mrs. Mary Rita Bayer

Re: Estate of Adam A. Weschler, Deceased.

I hereby offer to purchase from Ringgold Hart, Administrator of the estate of our late father, Adam A. Weschler, Deceased, for the sum of $2,704.30, all of the personal estate of our late father in Anne Arundel County, Maryland, consisting of household furniture, furnishings, garden tools, cabin cruiser and row boat, heretofore valued by appraisers appointed by the Court at $2,704.30, it being understood that Ringgold Hart, as Ancillary Administrator, will petition the Orphans Court for authority to make such sale, and when made, that the proceeds will be accounted for in the Ancillary proceeding.

I offer to purchase the real estate of our late father in Anne Arundel County, Maryland, namely, Lots 10 and 11 and 3 feet of Lot 12, Section A, South River Park, Anne Arundel County, Maryland, with improvements thereon, agreeing to pay therefor for your three-fourths interest therein $11,545.70, said amount to be equally divided between the three of you. The terms are to be all cash and settlement made upon the execution and delivery of proper deed, whether quit-claim deed or otherwise, as may be determined proper. Title to be good of record.

All policies of insurance covering any of the properties aforesaid, to be endorsed over to me.

Ralph A. Weschler
Ralph A. Weschler

We accept the above:

Helen M. Renninger
Frances Marie Ondrick
Mary Rita Bayer

LIBER 82 PAGE 330

C. MAURICE WEIDEMEYER
Attorney at Law
236 Main Street
Annapolis, Maryland
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity No. 10,420
In the Matter of LESTER O'DELL RENNINGER, Mental Incompetent.

NOTICE TO CREDITORS

Application having been made herein to obtain a Decree authorizing Thomas E. O'Dea as Committee of Lester O'Dell Renninger, a mentally incompetent resident of the District of Columbia, to sign a deed for and on behalf of the said Lester O'Dell Renninger, husband of Helen M. Renninger, to Ralph A. Weschler, conveying the inchoate right of dower of said Lester O'Dell Renninger in and to the said one-fourth interest of Helen M. Renninger in certain real estate in Anne Arudel County mentioned in the Petition.

Accordingly it is by the Circuit Court for Anne Arundel County, sitting in equity, this 4th day of March, 1952, ORDERED that all persons having any claims against the said Lester O'Dell Renninger file same in this cause and make said claims known to the Committee of Lester O'Dell Reninger, on or before the 14th day of April, 1952, provided a copy of this Notice of Creditors be published in the Maryland Gazette once a week for four (4) successive weeks during a thirty day period prior to the 14th day of April, 1952.

JOHN H. HOPKINS, 3rd., Clerk.

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

Filed, 13 May, 1952.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 14, 1952

We hereby certify, that the annexed Notice to Creditors Lester O'Dell Renninger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 14th day of April, 1952. The first insertion being made the 13th day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betsi L. Carlson

No. MG 6392

C. Maurice Weidemeyer
236 Main St.
Annapolis, Md.

In the Matter of	IN THE CIRCUIT COURT
LESTER O'DELL RENNINGER	FOR ANNE ARUNDEL COUNTY
Mental Incompetent	In Equity No. 10429

ORDER NISI

The proceedings herein having been read and considered and it appearing to the Court that notice to creditors has been advertised and duly given, as provided by law, it is by the Circuit Court for Anne Arundel County sitting in Equity this 13th day of May 1952.

ORDERED, that the contract of sale mentioned herein, as to the inchoate right of dower of Lester O'Dell Renninger in and to a one-fourth part of the real estate herein, be and the same is hereby RATIFIED and CONFIRMED, and the Committee, John H. Coffman be and he hereby is authorized to join in the DEED to Ralph A. Weschler, and to receive for the estate of Lester O'Dell Renninger the amount due said estate for the commutation of the inchoate right of dower of said incompetent, unless cause to the contrary therefor be shown on or before the 16th day of June, 1952; provided a copy of this order be inserted in some weekly Newspaper printed in Anne Arundel County at least once a week for three successive weeks, on or before the said 16th day of June, 1952.

Benjamin Michaelson
JUDGE

Filed 13 May, 1952.

14

LIBER 82 PAGE 332

C. MAURICE WEIDEMEYER
236 Main St.
Annapolis, Md.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity No. 10,429
In The Matter Of LESTER O'DELL RENNINGER Mental Incompetent.
ORDER NISI

The proceedings herein having been read and considered and it appearing to the Court that notice to creditors has been advertised and duly given, as provided by law, it is by the Circuit Court for Anne Arundel County sitting in Equity this 13th day of May 1952.

ORDERED, that the contract of sale mentioned herein, as to the inchoate right of dower of Lester O'Dell Renninger in and to a one-fourth part of the real estate herein, be and the same is hereby RATIFIED AND CONFIRMED, and the Committee, John H. Coffman he and he hereby is authorized to join in the DEED to Ralph A. Weschler, and to receive for the estate of Lester O'Dell Renninger the amount due said estate for the commutation of the inchoate right of dower of said incompetent, unless cause to the contrary therefor be shown on or before the 16th day of June, 1952; provided a copy of this order be inserted in some weekly Newspaper printed in Anne Arundel County at least once a week for three successive weeks, on or before the said 16th day of June, 1952.

BENJAMIN MICHAELSON,
Judge.

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

Filed 28 June, 1952

15'

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 14, 1952

We hereby certify, that the annexed Order Nisi
Sale. Equity 10,429
Lester O'Dell
Renninger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of June, 1952. The first insertion being made the 22nd day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie S. Carlson

In the Matter of	:	IN THE CIRCUIT COURT
LESTER O'DELL RENNINGER	:	FOR ANNE ARUNDEL COUNTY
MENTAL INCOMPETENT	:	IN EQUITY NO. 10429

: : : : : :

FINAL ORDER OF RATIFICATION OF CONTRACT OF SALE

The proceedings herein having been read and considered, and it appearing to the Court that the order NISI entered herein has been duly published in accordance with said order, and no cause to the contrary having been shown, it is by the Circuit Court for Anne Arundel County sitting in Equity this 28th day of June 1952,

ADJUDGED, ORDERED and DECREED that the contract of sale mentioned herein, as to the inchoate right of dower of Lester O'Dell Renninger in and to a one-fourth part of the real estate herein, be and for the same is hereby finally ratified and confirmed, and the committee, John H. Coffman, be and he hereby is authorized and directed to join in the deed to Ralph A. Weschler, and by joining in said deed to convey all the inchoate right of dower of the said Lester O'Dell Renninger in and to a one-fourth part of the real estate known as Lots 10 and 11 and three feet of Lot 2, Section A, South River Park, Anne Arundel County with improvements thereon, and to receive for the estate of Lester O'Dell Renninger from the sale price mentioned in the contract herein, the amount due said estate, as and for the commutation of the inchoate right of dower of said incompetent, which amount under Local Equity Rule 17 of this Court is .07812% of one-third of the net amount due under the contract of sale filed herein; and the said committee is to be allowed such proper expenses incurred herein as he shall produce vouchers for same to the auditor of this Court.

Benjamin Richardson
JUDGE

Filed 28 June, 1952.

16

LIBER 82 PAGE 334

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES C. HOLBROOK and	*	ANNE ARUNDEL COUNTY
ANNETTE V. HOLBROOK, his wife	*	NO. 10,656 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage
9 Crain Highway
Glen Burnie, Maryland

Filed 2 Feb, 1953.

LIBER 82 PAGE 335

BOOK 661 PAGE 582

No. 10,656 Equity.

This Mortgage, Made this 31st. day of December, 1951, by and between Charles C. Holbrook and Annette V. Holbrook, his wife,----------

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -135- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $13,500.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

Filed 2 Feb., 1953.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at lot of ground, situate, lying and being in Oakwood, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same on the Westernmost side of a 30 foot County Road known as Oakwood Road, at a point distant North 2°10' East 54.59 feet from the point where the Westernmost side of the said road is intersected by the West 1282 foot line of the whole tract and running thence with the Westernmost side of the said Oakwood Road, North 2°10' East 135.49 feet to an iron pipe, thence leaving said road and running North 87°48' West 798 feet to intersect the Westernmost boundry of the Kuchli property and the Easternmost boundry of the Glaeser property and running thence with the said outline South 2°10' West 135.94 feet to an iron pipe, thence running parallel to and 54.59 feet Northerly from the aforementioned West 1282 foot line of the whole tract as corrected for magnetic declination South 87°50' East 798 feet to the place of beginning. CONTAINING 2.49 acres of land, more or less.

BEING ALSO the same property which the said Mortgagors acquired from Brantley A. Reid and wife, by deed dated November 20, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH 600, folio 267.

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

3

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 67.50 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 67.50 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 13,500.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Fred.W.Kuethe

Charles C. Holbrook ... (SEAL)
Charles C. Holbrook

..... (SEAL)

Annette V. Holbrook ..... (SEAL)
Annette V.Holbrook

..... (SEAL)

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31st, day of December, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Charles C.Holbrook and Annette V. Holbrook, his wife, "MORTGAGORS"---------- and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D.Groh----------the ------ President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred W. Kuethe
Fred.W.Kuethe Notary Public.

Recorded- 31st December, 1951, at 3:45 P.M.

Mortgage

FROM

CHARLES C. HOLBROOK & ANNETTE V.HOLBROOK,his wife.

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 2857

Received for Record 31 day of Dec. 1951, at 3:45 P.M. and the same day recorded in Liber J.H.H. No. 661 Fol. 585 Land Records of Anne Arundel County.

Joan B. Hopkins Clerk

LAW OFFICE

JOHN DEMYAN, JR.

GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

..... Secretary.

By..... President.

LIBER 82 PAGE 339

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES C. HOLBROOK and	*	ANNE ARUNDEL COUNTY
ANNETTE V. HOLBROOK, his wife	*	NO. 10,656 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 13,500.00
Interest from the first day of December, 1952, to the 28th day of February, 1953	$125.20	
Late fines	53.60	178.80
		$ 13,678.80
Less: Dues Paid to Date		146.30
TOTAL AMOUNT DUE UNDER MORTGAGE		$ 13,532.50

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

by Fred. W. Kuethe

Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of February, 1953; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Dubrum

Amelia H. Dubrum

Notary Public

Filed 2 Feb, 1953

6

G 22085

LIBER 82 PAGE 340

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,656 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fourteen Thousand Five Hundred Dollars ($14,500.00), 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 3rd day of March, 1953.

Filed 3 Mar., 1953

WHEREAS by virtue of a power of sale contained in a mortgage from Charles C. Holbrook and Annette V. Holbrook, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, bearing date on or about the 31st day of December, 1951, the said John Demyan, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, John Demyan, Jr., does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no 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

John Demyan, Jr. SEAL
John Demyan, Jr., Principal

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

Approved this 3 Mar., 1953
John H. Hopkins, 3rd, Clerk.

7

GEORGE SCIBLE - - - - - - - - - - - - - Auctioneer

JOHN DEMYAN, JR.
Attorney At Law
9 Crain Highway, Glen Burnie, Md.

LIBER 82 PAGE 341

MORTGAGE SALE

— OF VALUABLE —

Fee Simple Property

2.49 ACRES OF LAND, MORE OR LESS, LOCATED AT OAKWOOD, THIRD ELECTION DISTRICE OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale and authority contained in a Mortgage from Charles C. Holbrook and Annette V. Holbrook, his wife, dated December 31, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 661, folio 582, (default having occurred thereunder), the undersigned, the attorney named in the Mortgage, will sell at public auction, at the Court House Door, Church Circle Entrance, Annapolis, Maryland, on

Tuesday, March 3rd, 1953

AT 11 O'CLOCK, A.M.

Filed 3 Mar., 1953.

all that lot of ground, situate, lying and being in Oakwood, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same on the Westernmost side of a 30-foot County Road known as Oakwood Road, at a point distant North 2° 10′ East 54.59 feet from the point where the Westernmost side of the said road is intersected by the West 1,282-foot line of the whole tract and running thence with the Westernmost side of the said Oakwood Road, North 2° 10′ East 135.49 feet to an iron pipe, thence leaving said road and running North 87° 48′ West 798 feet to intersect the Westernmost boundary of the Kuchli property and the Easternmost boundary of the Glaeser property and running thence with the said outline South 2° 10′ West 135.94 feet to an iron pipe, thence running parallel to and 54.59 feet Northerly from the aforementioned West 1,282-foot line of the whole tract as corrected for magnetic declination South 87° 50′ East 798 feet to the place of beginning, containing 2.49 acres of land, more or less.

BEING the same property which the said Charles C. Holbrook and Annette V. Holbrook, his wife, acquired from Brantley A. Reid and wife by deed dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 600, folio 267.

IMPROVEMENTS: Frame dwelling (Bungalow).

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from date of sale to date of settlement at the rate of 6%. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney Named in Mortgage.

8

LIBER 82 PAGE 342

March 3rd, 1953

We, Charles J. Resch, Jr & Irma M. Resch, his wife, of Oakwood Road, Glen Burnie, Maryland----------, hereby certify that we have this date purchased from John Demyan, Jr, Attorney named in the mortgage, in the within proceedings, the property advertised and sold at public auction, as described on the reverse side hereof; at and for the full purchase sum of $13,810.00---------- Dollars; and agree to comply with the terms of sale set forth in the within handbill; and have paid the sum of Five Hundred ($500.00) Dollars down payment or deposit as required by the terms of sale.

WITNESS:

George Seible
Geoge Seible
Auctioneer

Irma M Resch for self (SEAL)
Purchaser

Charles J Resch Jr
Address

Rt #1, Box 34
Oakwood Road
Glen Burnie, Md

Filed 3 Mar, 1953

9

LIBER 82 PAGE 343

Annapolis, Maryland

March 3rd ,1953

THIS IS TO CERTIFY, that I have this 3rd day of March, 1953, sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 600, folio 267; at and for the sum of THIRTEEN THOUSAND,EIGHT HUNDRED AND TEN-------- Dollars, to Charles J. Resch,Jr & Irma M.Resch,his wife the y then and there being the highest bidder for said property.

George W. Scible - Auctioneer

I HEREBY CERTIFY, that I have this 3rd day of March, 1953, purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 600, folio 267, at and for the sum of $13,810.00---------- ----------Dollars, and do we hereby agree to comply with the terms of sale.

Irma M Resch J Per C.J.R

Charles J Resch Jr

Purchaser

Filed 3 Mar, 1953

10

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
CHARLES C. HOLBROOK and	*	ANNE ARUNDEL COUNTY
ANNETTE V. HOLBROOK, his wife	*	NO. 10,656 EQUITY

****
REPORT OF SALE
****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Charles C. Holbrook and Annette V. Holbrook, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated December 31, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 661, folio 582; the said John Demyan, Jr., Attorney named in the 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, Church Circle Entrance, Annapolis, State of Maryland; Tuesday , March 3rd, 1953--------, at 11 o'clock, and then and there sold the property to Charles J.Resch & Irma M. Resch, his wife---------- at and for the sum of Thirteen Thousand,Eight Hundred Ten ($13,810.00) Dollars, being at that figure the highest bidder therefore, said property being the following:

All that lot of ground, situate, lying and being in Oakwood, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEGINNING for the same on the Westernmost side of a 30 foot County Road known as Oakwood Road, at a point distant North 2° 10' East 54.59 feet from the

Filed 3 Mar., 1953.

11

point where the Westernmost side of the said road is intersected by the West 1282 foot line of the whole tract and running thence with the Westernmost side of the said Oakwood Road, North 2° 10' East 135.49 feet to an iron pipe, thence leaving said road and running North 87° 48' West 798 feet to intersect the Westernmost boundry of the Kuchli property and the Easternmost boundry of the Glaeser property and running thence with the said outline South 2° 10' West 135.94 feet to an iron pipe, thence running parallel to and 54.59 feet Northerly from the aforementioned West 1282 foot line of the whole tract, as corrected for magnetic declination South 87° 50' East 798 feet to the place of beginning. CONTAINING 2.49 acres of land, more or less.

BEING the same property which Charles C. Holbrook and Annette V. Holbrook his wife, acquired from Brantley A. Reid and wife by deed dated November 20, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 600, folio 267.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $ 500.00 -----will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest from date of sale to date of settlement at the rate of 6%. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31 day of March, 1953; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in Mortgage, and made oath in the form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Clemmie C. Burwell
Notary Public

12

ORDER NISI

LIBER 82 PAGE 346

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

CHARLES C. HOLBROOK and
ANNETTE V. HOLBROOK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,656 Equity

Filed 3 Mar., 1953.

Ordered, this 3 day of March, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 13,810.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

CHARLES C. HOLBROOK and
ANNETTE V. HOLBROOK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed April 21, 1953

ORDERED BY THE COURT, This 21st day of April, 19 53, 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

13

LIBER 82 PAGE 347

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1st, 1953

We hereby certify, that the annexed

Order Nisi - Sale
Equity Number 10,656
Charles C. Holbrook

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of April, 1953 The first insertion being made the 5th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

No. M. G. 4652

14

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,656 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CHARLES C. HOLBROOK and ANNETTE V. HOLBROOK, his wife.

Ordered, this 3rd day of March, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th 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 13th day of April next.

The report states that the amount of sales to be $13,810.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-26

Trans April 20, 1953

LIBER 82 PAGE 348

In the Case of

In the Matter of the Mortgaged
Real Estate of

vs

Charles C. Holbrook
and
Annette V. Holbrook, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,656 Equity

To the Honorable, the Judges of said Court:

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

Filed 6 May, 1953.

May 5, 1953.

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

15

Dr. In the Matter of the Mortgaged Real Estate of Charles C. Holbrook and Annette V. Holbrook, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	448	03	498	03
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	36	54		
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	58	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	7	70		
One-half State documentary stamps	7	70		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	159	63
To Attorney for Taxes, viz:				
1952 State and County taxes	96	83		
1953 State and County taxes ($114.68-adj.)	20	07	116	90
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	13,117	41	13,117	41
			13,934	22
Amount of mortgage claim filed	13,532	50		
Cr. Amount allowed as above	13,117	41		
Balance subject to decree in personam	415	09		

16

with John Demyan, Jr., Attorney named in Mortgage Cr.

1953						
Mar.	3	Proceeds of Sale	13,810	00		
		Interest on deferred payment	124	22	13,934	22
					13,934	22

17

LIBER 82 PAGE 351

ORDER NISI

In the Matter of the Mortgages
Real Estate
of ~~XXXXXX~~
Charles C. Holbrook
and
Annette V. Holbrook, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,656 Equity.

Filed 6 May, 1953.

ORDERED, This 6 day of May, 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 15 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 15 day of June next.

John H. Hopkins, 3rd, Clerk

Filed 9 July, 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of July, 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 Mechlenburg
Judge

15

LIBER 82 PAGE 352

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 2nd, 1953

We hereby certify, that the annexed
Order Nisi - Aud. Acct
Equity number 10,656
Charles C. Holbrook

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 15th day of June, 1953 The first insertion being made the 14th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.
By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,656 Equity

In The Matter Of The Mortgaged Real Estate Of CHARLES C. HOLBROOK And ANNETTE V. HOLBROOK, His Wife.

Ordered, this 6th day of May, 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 15th 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 15th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-28

Filed 9 July, 1953

MG- 3491

19

EDWARD C. DOSH and ANNE R. DOSH, his wife c/o Louis Singer, Attorney 1312 Munsey Bldg. Baltimore 2, Md.	*	
Complainants	*	IN THE
vs.	*	CIRCUIT COURT
	*	
LESLIE WILSON and MILDRED M. WILSON, his wife High Point, Greenhaven Anne Arundel County, Md.	*	FOR
	*	ANNE ARUNDEL COUNTY,
And	*	
HAROLD W. HOUGH 5422 Belair Rd. Baltimore 6, Md.	*	IN EQUITY No. 10,635
Defendants	*	

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

BILL OF COMPLAINT FOR CANCELLATION OF CONTRACT,
TO IMPRESS PROPERTY WITH LIEN, AND FOR INJUNCTION

Filed 13 Dec. 1952

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Complainants, EDWARD C. DOSH and ANNE R. DOSH, by Bernard B. Feikin and Louis Singer, their solicitors, respectfully represent:

1. That on or about August 24, 1952, the Defendants, LESLIE WILSON and MILDRED M. WILSON, by their agent, the Defendant HAROLD W. HOUGH, a Realtor, caused to be inserted in the Sunday "Sun," a Baltimore City newspaper of state-wide distribution, under the caption "REAL ESTATE WATERFRONT FOR SALE," the following advertisement:

> " Stoney Creek, High Point Section. 1½ Story, 5 Rooms and Bath bungalow, partially furnished; right on water. Septic tank, electric pump, boathouse. Lot 175 x 200. Low Price
> Howard W. Hough, Realtor, CLifton 3484;"

and that, thereafter, the Complainants, who were attracted by the said published advertisement, arranged with a salesman and agent of the Defendant, HAROLD W. HOUGH, Realtor, to inspect the advertised property in High Point, Greenhaven, Anne Arundel County; and that the said salesman and agent did show to the Complainants the property so advertised and offered for sale, and did state that

the property contained approximately 175' frontage on Stoney Creek and had a depth of approximately 200' and that the sale included a dwelling house, a pier extending into the water, and a boat house, all being on the premises so advertised for sale; and that, as a direct result of said representations, the Complainants signed a written notation, a copy of which was later returned to them bearing the signatures of the Defendants, LESLIE WILSON and MILDRED M. WILSON, under date of August 30, 1952, a copy of which agreement is attached hereto as Complainant's Exhibit No. 1 and prayed to be taken as a part hereof.

2. That, at the date of the signing of the aforesaid contract, the Complainants paid the Defendants the sum of Five Hundred ($500.00) Dollars as a deposit on account of the agreed purchase price of Six Thousand ($6,000.00) Dollars; and thereafter, on or about September 29, 1952, they paid unto the Defendants an additional sum of Seven Hundred ($700.00) Dollars, making a total deposit of Twelve Hundred ($1200.00) Dollars, on account of the agreed purchase price, with the understanding that the Sellers would take back a mortgage for the balance of the purchase price.

3. That prior to the execution of said contract, the Complainants had been living in a house-trailer and sold said trailer in order to raise the money needed for the cash payment on the contract with the Defendants, LESLIE WILSON and MILDRED M. WILSON; that the Complainants were forced to vacate said house-trailer and with permission of the Defendants, LESLIE WILSON and MILDRED M. WILSON, the Complainants moved into the house described in said contract on or about October 15, 1952, prior to the date of final settlement.

4. That thereafter, on or about October 23, 1952, the Complainants were requested by the salesman and agent of the Defendants, HAROLD W. HOUGH, Realtor, to sign another Contract of Sale, and who advised the Complainants that everything represented to be included in the sale was the same as the original representations, but that the first contract was not clear, since the sellers owned the adjoining land which was not included in the sale and that, as a result of said request, the Complainants executed an agreement on or about

October 23, 1952, a copy of which is attached hereto as Complainant's Exhibit No. 2 and prayed to be taken as a part hereof.

5. That thereafter, the Complainants received information that the tract of land was not 175 feet x 200 feet, but was actually 141-1/2 feet x 98 feet and that the tract of land did not extend to the waterfront, but was actually separated from the waterfront by a 30 foot public road, and the Complainants also learned that the boathouse was not on the property, but was on a public road in front of the said property to be purchased.

6. That the final settlement for said premises was scheduled to take place at the Maryland Title Company, Baltimore, Maryland on December 5, 1952; that the Complainant, EDWARD C. DOSH, attended said settlement with his attorney and had the Complainant, ANNE R. DOSH, remain available in the event the transaction could be consummated at that time, in accordance with the original representations of the Defendants, but that the Maryland Title Company disclosed that the land records of Anne Arundel County showed the tract of land was 141.5 feet x 98 feet and that a public road divided part of the property from the waterfront, as evidenced by a copy of a re-survey for H. W. Crowe, Block J., Armiger Addition to Greenhaven, on a Plat recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod E-2, Plat 1, a copy of which is attached hereto as Complainant's Exhibit No. 3 and prayed to be taken as a part hereof.

7. That the Complainants were induced to enter into both of the aforesaid written agreements by the specific written advertisement in the newspapers inserted by the Defendants and also were induced to enter into both of said contracts by the representations of the agent and salesman of the Defendants, HAROLD W. HOUGH, Realtor and agent for the Defendants, LESLIE WILSON and MILDRED M. WILSON; and that upon discovery that the Defendants could not convey the tract which the Complainants understood they were purchasing, the said Complainants demanded a return of the Twelve Hundred ($1200.00) Dollar deposit and a cancellation of the Contract, but that the Defendants have refused said demands.

8. That the Complainants are now living in the house on the land described in said contracts and have offered to move from said house, upon payment

3

to them by the Defendants, of the Twelve Hundred ($1200.00) Dollar deposit and they do not have funds with which to purchase another property until the said sum is refunded to them.

WHEREFORE YOUR COMPLAINANTS PRAY:

1. That the Contracts of Sale dated August 30, 1952 and dated October 23, 1952 between LESLIE WILSON and MILDRED M. WILSON, Sellers, and EDWARD C. DOSH and ANNE R. DOSH, Buyers, be cancelled and declared null, void and of no effect.

2. That the Twelve Hundred ($1200.00) Dollar deposit paid under said Contracts unto the Defendants be ordered to be returned to the Complainants.

3. That the property described in said Contracts, namely, lots No. 1, 2 and 3, of High Point, at the intersection of Hilltop and Beechwood Roads, Anne Arundel County, and more specifically identified as Lots No. 1, 2, and 3, in a re-survey for H. W. Crowe, Block J., Armiger Addition to Greenhaven, on a Plat recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod E-2, Plat 1, be impressed with a lien in favor of the Complainants, in the sum of Twelve Hundred ($1200.00) Dollars.

4. That the Defendants be enjoined, temporarily and permanently, from selling, mortgaging or in anywise disposing of or encumbering said property during the pendancy of this suit.

5. And for such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Bernard B. Feikin
Bernard B. Feikin

Louis Singer
Louis Singer

1312 Munsey Bldg., Balto. 2, Md.
Attorneys for Complainants

Edward C. Dosh
Edward C. Dosh

Anne R. Dosh
Anne R. Dosh Complainants

4

A F F I D A V I T

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of December, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared EDWARD C. DOSH and ANNE R. DOSH, and they acknowledged that the facts and matters set forth in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Esther Morstein
Esther Morstein, Notary Public

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

HAROLD W. HOUGH, REALTOR
5422 BELAIR ROAD
BALTIMORE - 6, MARYLAND

This Agreement of Sale, made this 30th day of August nineteen hundred and fifty-two, between

Leslie Wilson AND MILDRED M. WILSON, HIS WIFE - - - Seller, and LW M.M.W.

Edward C. Dosch and Anne R. Dosch, 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 Anne Arundel County, State of Maryland at the intersection of Hilltop and Beechwood Roads in the section known as High Point [illegible]
[illegible]
being all those three (3) lots of ground further known as Lots 1, 2 and 3
The property consists of one and one-half story asbestos shingled bungalow.

The lot size is 175'x200' more or less.

at and for the price of Six Thousand and 00/100 - Dollars ($6,000.00)

of which Five Hundred and 00/100 - Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash within Forty-Five (45) days from the date hereof, at which time settlement shall be made. LW

It is understood and agreed that the present owners, LESLIE WILSON and MILDRED M. WILSON, HIS WIFE, will hypothecate whatever sum may be necessary to secure the loan. M.M.W.

It is further understood and agreed that the kitchen stove, screens, window shades, shrubbery, light fixtures, outside stove, 18 ft. boat with inboard motor, and boat house, all now on the premises, shall remain and become part of this sale.

Filed 13 Dec., 1952

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, 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. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; 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 Harold W. Hough, Realtor

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

T. Bryan Hamilton Jr. — Leslie Wilson (SEAL)
WITNESS—AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE

as to both — Mildred M. Wilson (SEAL)
WITNESS—AS TO SELLER'S SIGNATURE — SELLER'S SIGNATURE

T. Bryan Hamilton Jr. — Edward C. Dosch (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE — BUYER'S SIGNATURE

T. Bryan Hamilton Jr. — Anne R. Dosch (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE — BUYER'S SIGNATURE

6 COMPLAINANTS EXHIBIT 1

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

HAROLD W. HOUGH, Realtor
5422 Belair Road
Baltimore 6, Md.

This Agreement of Sale, made this 23rd day of October nineteen hundred and Fifty-two, between

Leslie Wilson and Mildred M. Wilson, his wife - - - - - - - - - - - - - - - Seller, and

Edward C. Dosh and Anne R. Dosh, 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 Anne Arundel County, State of Maryland at the intersection of Hilltop and Beechwood Roads in the section known as High Point and being all those three (3) lots of ground further known as Lots Nos. 1, 2, and 3, in fee simple.

Improvements consist of a one and one-half story asbestos shingled bungalow.

at and for the price of Six Thousand and 00/100 - Dollars ($6,000.00)

of which Five Hundred and 00/100 - - - - - - - - - - - - - - - - - Dollars ($500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Seven Hundred ($700.00) Dollars, additional has been paid on September 29, 1952, acknowledged by a receipt from the Broker's agent and held in escrow by the Broker until day of settlement, at which time it will be paid to the Buyers by the Broker, and the balance of Four Thousand Eight Hundred ($4,800.00) Dollars to be a purchase money mortgage to be held by the Sellers. Repayment is to be made in installments of $53.29 per month, which is to be applied to principal and interest at the rate of six percentum (6%) per annum.

It is understood and agreed that the taxes are to be paid by the Buyers and the receipted tax bill shall be presented to the Sellers each year, if requested.

Settlement shall take place within Thirty (30) days from the date hereof.

It is understood and agreed that the kitchen stove, screens, window shades, shrubbery, light fixtures, outside stove, 18 ft. boat with inboard motor, and boat house, all now on the premises, shall remain and become part of this sale.

(Continued on reverse side)

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, 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. The herein described property is to be held at the risk of the Seller until legal title has passed or possession given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of date of settlement, at which time possession shall be given; 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 Harold W. Hough, Realtor

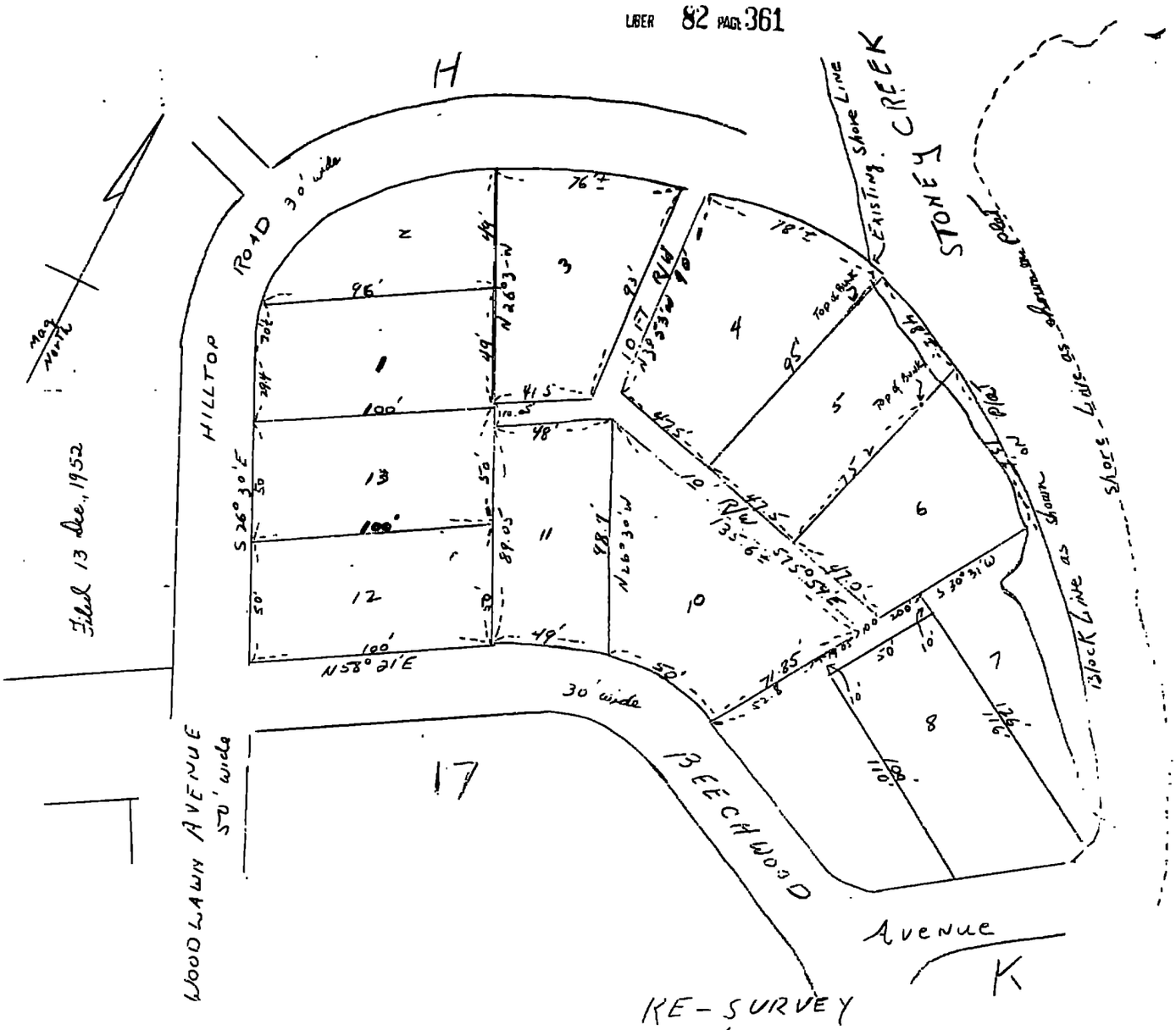
Witness in triplicate the hands and seals of the parties hereto the day and year first above written.

T. Stephen [illegible] WITNESS—AS TO SELLER'S SIGNATURE	Mildred M. Wilson (SEAL) SELLER'S SIGNATURE
T. Stephen [illegible] WITNESS—AS TO SELLER'S SIGNATURE	Leslie Wilson (SEAL) SELLER'S SIGNATURE
Alice G. Moore WITNESS—AS TO BUYER'S SIGNATURE	Edward C. Dosh (SEAL) BUYER'S SIGNATURE
Alice G. Moore WITNESS—AS TO BUYER'S SIGNATURE	Anne R. Dosh (SEAL) BUYER'S SIGNATURE

Filed 13 Dec., 1952

COMPLAINANTS EXHIBIT 2

This contr ct replaces contr ct dated August 30, 1952, bet cen the p rties hereto which is hereby voided. This new contract is drawn in order to specify th t only lots Nos. 1, 2, and 3 re intended to be conveyed and not all of the lots in a Deed recorded in Liber J. H. N. 277, Folio 99.



EUGENE DIETZGEN CO.

RE-SURVEY
for
H. W CROWL
BLK J ARMIGER
ADDITION TO GREEN HAVEN

Scale 1" = 40' McCrone 5-19-41

Cabinet 2 Rod E-2 Plat 1

COMPLAINANTS EXHIBIT 3

Plat used on this survey was
t dimensioned + in making
Survey existing pipe on
ch wood Ave + Hilltop Road
e used to establish a
The lot lines
e set from distances scaled
n the plat

JR Mc 91

EDWARD C. DOSH and ANNE R. DOSH, his wife, c/o Louis Singer, Attorney 1312 Munsey Building Baltimore 2, Maryland	:	IN THE
Complainants	:	CIRCUIT COURT
vs.	:	FOR
LESLIE WILSON and MILDRED M. WILSON, his wife, Clarkesville, Howard County, Md.	:	ANNE ARUNDEL COUNTY
and	:	
HAROLD W. HOUGH 5422 Belair Road Baltimore 6, Maryland	:	IN EQUITY
Respondents	:	# 10,635
- - - - - - - - - - - - - - - - - - - -	:	
LESLIE WILSON and MILDRED M. WILSON, his wife, Clarkesville, Howard County, Md.	:	
Cross-Complainants	:	
vs.		
EDWARD C. DOSH and ANNE R. DOSH, his wife, c/o Louis Singer, Attorney 1312 Munsey Building Baltimore 2, Maryland	:	
Cross-Respondents	:	

Filed 19 Jan., 1953

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

ANSWER TO BILL OF COMPLAINT AND CROSS-BILL

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Respondents, Leslie Wilson and Mildred M. Wilson, his wife, by their solicitor, V. Stephen Lassotovitch, in answer to the Bill of Complaint filed against them, say:

1. That they admit entering into a written contract of sale, dated August 30, 1952, with the Complainants, but having no knowledge of the other allegations contained in paragraph 1 thereof, neither admit nor deny them.

9

2. They admit the allegations contained in paragraphs 2 and 3 thereof.

3. That they admit that by consent of the parties a revised contract for the sale of the property mentioned in these proceedings was executed on October 23, 1952, a copy of which has been heretofore filed herein as Complainant's Exhibit No. 2.

4. That they deny the allegations in paragraph 5 and on the contrary say that the Complainants were fully aware of the extent of the property in question and were in possession well before October 23, 1952, the date they executed the contract of sale and are still in possession.

5. That they admit the allegations of paragraph 6 thereof as to place and date of settlement, but deny that the examination of the pertinent land records failed to support the description contained for the said property in the contract of sale dated October 23, 1952.

6. Answering paragraph 7 thereof, they deny misrepresenting the property sold under the said contract and state that they were willing and able to convey all of the property described in said contract.

7. Answering paragraph 8, they say that Complainants are still in possession and occupancy of the property they contracted to purchase.

8. That in the affirmative and by way of a Cross-Bill, your Respondents aver and allege:

   A. That the Cross-Respondents by a written contract dated October 23, 1952, agreed to purchase from the Cross-Complainants the property more fully described in said contract, (a copy of which has heretofore been filed by the Cross-Respondents, marked Complainant's Exhibit No. 2, and asked to be made part hereof, as Cross-Complainants' Exhibit No. 1), for the total sum of Six Thousand Dollars and that the settlement therefore was to occur within thirty days from the date of the said contract.

B. That the Cross-Respondents are in possession of the property in question and have occupied the said property since a time prior to the date of execution of the aforesaid contract.

C. That in pursuance to the said contract the Cross-Complainants have held themselves ready and able to consumate the said contract and as such appeared for settlement at the Office of the Maryland Title Company, in Baltimore City, on December 5th, 1952, but that the Cross-Respondents failed and refused to carry through their part of the said contract, and still refuse to do so.

TO THE END THEREFORE:

I - That the said Contract of Sale be specifically enforced, and that the Cross-Respondents be decreed to execute the purchase money mortgage as provided for in said contract.

II - That your Cross-Complainants may have such further and other relief as their case may require.

AND as in duty bound, etc.

V. Stephen Lassotovitch

V. Stephen Lassotovitch,
405 Title Bldg., Balto., 2, Md.,
Solicitor for Cross-Complainants.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 16th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared LESLIE WILSON and MILDRED M. WILSON, his Wife, and they acknowledged that the matters and facts set forth in the foregoing Answer and Cross-Bill are true to the best of their knowledge, information and belief.

WITNESS my Hand and Notarial Seal.

Mildred B. Sonneborn
Notary Public.

I Hereby Certify that
a copy of the within

Answer and Cross-Bill
has been mailed this
19th day of January,
1953, to Bernard B. Feikin
and Louis Singer, 1312
Munsey Building, Baltimore, 2,
Maryland, Solicitors for
Complainants and Cross-
Respondents.

V. Stephen Lassotovitch

V. Stephen Lassotovitch.

EDWARD C. DOSH and ANNE R. DOSH, his wife, c/o Louis Singer, Attorney 1312 Munsey Building Baltimore 2, Maryland Complainants vs. LESLIE WILSON and MILDRED M. WILSON, his wife, Clarkesville, Howard County, Md. and HAROLD W. HOUGH 5422 Belair Road Baltimore 6, Maryland Respondents	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO.10,635
- - - - - - - - - - - - - - - - - - - -		
LESLIE WILSON and MILDRED M. WILSON, his wife, Clarkesville, Howard County, Md. Cross-Complainants vs. EDWARD C. DOSH and ANNE R. DOSH, his wife, c/o Louis Singer, Attorney 1312 Munsey Bldg. Baltimore 2, Maryland Cross-Respondents	*	

* * * * * * * * * * *

ANSWER TO CROSS-BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Cross-Respondents, EDWARD C. DOSH and ANNE R. DOSH, his wife, by their solicitors, Bernard B. Feikin and Louis Singer, in answer to the Cross-Bill of Complaint exhibited against them, say:

A. That they admit the allegations in Paragraph A thereof, but say that they entered into the said written contract dated October 23, 1952, as a result of the misrepresentations of the Respondents and as a result of a mistake with regards to the boundaries of the property described therein.

Filed 29 Jan. 1953

13

B. They admit the allegations contained in Paragraph B and in further answer thereto, state that they have offered to move from said premises upon payment to them by the Respondents of the $1200.00 deposit and that they do not have funds with which to purchase another property until said sum is refunded to them.

C. In answer to Paragraph C thereof, the Cross-Complainants are not able to consummate the sale of the premises in accordance with the original representations made to your Cross-Respondents inasmuch as they, the Cross-Complainants, do not hold title to the land which they represented was being sold; that your Cross-Respondents are ready, willing and able to consummate the transaction in accordance with the original representations made to them by the Cross-Complainants.

TO THE END THEREFORE, Your Cross-Respondents pray that the Cross-Bill of Complaint be dismissed with proper costs.

AND AS IN DUTY BOUND, etc.

Bernard B. Feikin
Bernard B. Feikin
1312 Munsey Bldg., Baltimore 2, Md.

Louis Singer
Louis Singer
1312 Munsey Bldg., Baltimore 2, Md.

Solicitors for Cross-Respondents

STATE OF MARYLAND, Co. of A.A.

I HEREBY CERTIFY, That on this 16th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for A.A. Co., personally appeared EDWARD C. DOSH and ANNE R. DOSH, his wife, and they acknowledged that the matters and facts set forth in the aforegoing Answer to Cross-Bill of Complaint are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Notary Public

I HEREBY CERTIFY that a copy of the within Answer to Cross-Bill of Complaint has been mailed this 28 day of January, 1953, to V. Stephen Lassotovitch, 405 Title Bldg., Baltimore 2, Md., Solicitor for Cross-Complainants.

Bernard B. Feikin

14

EDWARD C. DOSH and ANNE R. DOSH, his wife c/o Louis Singer, Attorney 1312 Munsey Bldg. Baltimore 2, Md.	*	
Compainants	*	IN THE
vs.	*	CIRCUIT COURT
	*	
LESLIE WILSON and MILDRED M. WILSON, his wife High Point, Greenhaven Anne Arundel County, Md.	*	FOR
	*	ANNE ARUNDEL COUNTY,
And	*	
HAROLD W. HOUGH 5422 Belair Rd. Baltimore 6, Md.	*	IN EQUITY 10635
Defendants	*	

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

Filed April 21, 1953

ANSWER OF HAROLD W. HOUGH
TO BILL OF COMPLAINT FOR CANCELLATION OF CONTRACT,
TO IMPRESS PROPERTY WITH LIEN, AND FOR INJUNCTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of HAROLD W. HOUGH, one of the Defendants, by O. Bowie Duckett, his solicitor, to the Bill of Complaint herein filed, says:

1. The Defendant admits the newspaper advertisement set forth in the first paragraph of the Bill of Complaint. The Defendant denies the allegations regarding the size of the lot and the location of the boat house, but says that he showed the Complainants the property and pointed out the correct boundaries to them.

2. The Defendant admits the allegations contained in the second paragraph of the Bill of Complaint.

3. The Defendant admits the allegations contained in the third paragraph of the Bill of Complaint.

4. The Defendant denies the allegations contained in the fourth paragraph of the Bill of Complaint, but says that the supplemental contract of October 23, 1952 was executed by the parties to correct certain errors in the original contract and accurately covered the boundaries of the property as pointed out to the Complainants.

15

5. The Defendant denies the allegations contained in the fifth paragraph of the Bill of Complaint, but on the contrary avers that Complainants were fully aware of the extent of the property in question and had occupied said property for more than a week prior to their execution of the supplemental contract of October 23, 1952.

6. The Defendant admits the allegations contained in the sixth paragraph as to time and place of settlement but avers that the examination of the Land Records showed no material difference from the property described in the aforesaid contract of October 23, 1952.

7. The Defendant denies the material allegations contained in the seventh paragraph of the Bill of Complaint with the exception of Complainants' demand for a refund of the Twelve Hundred Dollars ($1200.00) deposit. The Defendant further avers that Complainants have been living in the property since on or about October 15, 1952.

8. Answering paragraph eight, the Defendant says that Complainants are still in possession of the property they contracted to purchase on October 23, 1952.

Having fully answered said Bill of Complaint, the Defendant prays that said Bill, as to this Defendant, be dismissed with costs.

AND as in duty bound, etc.

O. Bowie Duckett

O. Bowie Duckett
Solicitor for Harold W. Hough

A F F I D A V I T

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of April, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared HAROLD W. HOUGH, and he acknowledged that the matters and facts set forth in the aforegoing Answer are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

EDNA J. HOUGH NOTARY PUBLIC BALTIMORE, MD.

Edna J. Hough
Notary Public

16

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD C. DOSH, and ANNE R. DOSH, his wife, PLAINTIFFS.	:	
VS.	:	NO. 10,635 EQUITY
LESLIE WILSON, and MILDRED M. WILSON, his wife, and HAROLD W. HOUGH, DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 11 June 1953

This is a case where the purchasers of property, alleging that their contract was procured by misrepresentations and mistakes, ask the cancellation thereof and the return of the purchase money paid, and the vendors, denying that there were any misrepresentations or any mistakes, ask that said contract be specifically enforced.

The defendants, Leslie Wilson and Mildred M. Wilson, his wife, owned lots Nos. 1, 2, 3, 12 and 13, Block J, Armiger Addition to Green Haven as resurveyed for H. W. Crowl by J. R. McCrone, Jr., surveyor, May 19, 1941, and shown on the plat thereof duly recorded among this County's Land Records (see Plaintiffs' Exhibit No. 11). This subdivision is on Stoney Creek in a section commonly called "High Point". They decided they would like to sell lots 1, 2 and 3, and listed them with the defendant, Harold W. Hough, a real estate broker. Mr. Hough inserted the following advertisement in the Baltimore Sun of August 24, 1952, namely:

> "STONEY CREEK. Highpoint Section - 1½ sty. 5-rm. -and-bath bungalow, partially furnished. Right on water. Septic tank, elec pump, boathouse. Lot 175x200. Low price."

The plaintiffs saw this advertisement, got in touch with Mr. Hough, were shown the property by a Mr. Hamilton, one of Mr. Hough's salesmen, and on August 30, 1952, entered into a contract with Mr. and Mrs. Wilson, whereby they purchased from Mr. and Mrs.

17

Wilson, and the latter sold to them, said lots Nos. 1, 2 and 3, at and for the price and sum of six thousand dollars ($6,000.00), of which five hundred dollars ($500.00) was paid prior to the signing of said contract, and the balance, as thereby provided, was to be paid within forty-five days. It was therein stated that "the lot size is 175'x200' more or less". The plaintiffs asked Mr. Hamilton to retain a lawyer to examine the title to the property and represent them in the transaction. He retained John P. Zebelean, Jr., Esquire, of the Baltimore City Bar. Mr. Zebelean, on looking at the plat, soon saw that said lots Nos. 1, 2 and 3 did not have a frontage of 175 feet nor a depth of 200 feet. It was suggested that those dimensions could only have been arrived at by including lots Nos. 12 and 13 in with said lots Nos. 1, 2 and 3, and that seems a reasonable explanation. In any event, Mr. Zebelean suggested that another contract be executed to take the place of said contract of August 30, 1952. Mr. Hough prepared this second contract (incorporating therein certain suggestions made by Mr. Zebelean), and, in due course, it was executed by all the parties. This contract was dated October 23, 1952, and simply described the property as lots Nos. 1, 2 and 3, omitted all reference to the size thereof, acknowledged the receipt of an additional seven hundred dollars ($700.00), provided that the purchasers might secure the payment of the balance of the purchase money by executing to the vendors a purchase money mortgage, and then stated: "This contract replaces contract dated August 30, 1952, between the parties hereto which is hereby voided. This new contract is drawn in order to specify that only lots Nos. 1, 2 and 3 are intended to be conveyed and not all of the lots in a Deed recorded in Liber J. H. H. 277, Folio 99."

At the time the original contract was signed, the plaintiffs were living in a trailer. They sold this trailer, and, with the vendors' permission, moved into, and took possession of, said property on October 15, 1952, or eight days before the signing of

said last named contract. Mr. Zebelean employed the Maryland Title Guarantee Company to examine and guarantee the title. They were not ready within thirty days from said October 23, 1952. Mr. Dosh called them up and had a talk with Mr. Kelm, the title examiner who was handling the matter. He says that Mr. Kelm then advised him that the property he was buying did not extend to the waters of Stoney Creek, and that this was the first time he knew that that condition existed. He went to Bernard B. Feikin, Esquire, of the Baltimore City Bar, and was advised not to settle. The Title Company reported to Mr. Zebelean December first. Mr. Zebelean arranged for the putting through of the settlement on December fifth and notified Mr. Dosh. Mr. Dosh went to the Title Company's office at the appointed time, but refused to go through with the transaction, and on December thirteenth, he and Mrs. Dosh instituted this suit against Mr. and Mrs. Wilson and Mr. Hough, wherein they ask for a cancellation of the contract, and the return of the purchase money paid, on the grounds that the property did not front on Stoney Creek at all and was actually separated therefrom by a "30-foot public road", that its actual size was only one hundred forty-one and one half feet by ninety-eight feet, and that the boathouse was not actually on said property but on said "public road". The defendants answered denying any misrepresentations or mistakes, and Mr. and Mrs. Wilson filed a cross bill asking for the specific performance of the contract.

The defendants admit that the advertisement misstated the size of the property being sold, that it was in error in stating that it was "right on water", and that the boathouse was thereon. They, however, say that a week or two after the original contract was signed, Mr. Wilson met Mr. Dosh on the premises, and pointed out the boundaries thereof to him, and actually showed him the stakes driven in the ground at the corners, so that when the plaintiffs signed the second contract, they were not only in

possession of and living right on the property, but definitely and specifically knew that the property did not run to the waters of Stoney Creek, that the space for the road (Hilltop Road on the plat) was there, and that the boathouse was on the space left for the road and not on the property being sold.

Mr. Wilson not only testified that he pointed out the boundaries and the corners of the three lots to Mr. Dosh, but, to make sure that there was no mistake about it, I came down from the Bench, stood beside him, and had him point out to me on the plat the exact corners where the stakes were. He was very definite. He also testified that at the time he pointed out these boundaries and showed Mr. Dosh the stakes, he told Mr. Dosh that the boathouse was not on his property but on the strip of land laid out for the road, but that he had built it, and that it belonged to him, and that Mr. Dosh could either move it off the road and on to the lot or tear it down as he liked. Mr. Wilson's testimony that he pointed out the corners of the property to Mr. Dosh is corroborated by admissions which Mr. Dosh made to, or in the presence of, Mr. Zebelean, Mr. Hough and Mr. Lassotovitch. I am satisfied, beyond peradventure, that when the plaintiffs signed the contract of October 23, 1952, they knew exactly where the lines of the property they were getting were, and that the boathouse was not thereon. Alleged misrepresentations which do not mislead cannot be used as a basis of a suit for the rescission of a contract. The testimony shows that the space left for the road in front of the lots is grown up in trees, and the pictures show that these are trees of considerable size. How can Mr. Dosh, after having had the lines of the property he was buying pointed out to him, and having seen that these trees were between said property and the water, turn right around and say that he thought the property extended to the water? Regardless of what the plaintiffs may have believed at the time they signed the first contract, they knew when Mr. Wilson showed Mr. Dosh those boundaries what the score

was, and they were put on their election to either repudiate the transaction and demand their money back, or to affirm it. They elected to affirm it. They moved in, and are still in possession. They signed the second contract. They took out the vendors' stoves and other things, and put new appliances in. The law will not permit a mental reservation to qualify unequivocal acts which imply a final choice and affirmation. (Telma vs. Gingell, 157 Maryland 411, 415; Kemp vs. Weber, 180 Maryland 362; see also Stewart vs. Devries, 81 Maryland 525; Ely vs. Stewart, 2 Maryland 408; Hall vs. Brown, 126 Maryland 169; Improvement Company vs. Boyd, 161 Maryland 269; Trotter vs. Lewis, 185 Maryland 528; Brodsky vs. Hull, 77 Atlantic 2d 156).

What I have said disposes of all the questions raised except the fact that the pier or wharf which was supposed to go with the property was not actually built out therefrom. As I look at the situation, this does not make any difference. Mr. Wilson built that pier, and I figure that he and Mrs. Wilson own it, and that their interest therein will pass to the plaintiffs. Armiger Addition to Green Haven is a waterfront development. The whole of said Addition belonged to the Portworth Land Corporation. In 1925, they caused it to be subdivided and laid off into lots, roads, streets, squares, parks, beaches and so forth, and had a plat thereof made and recorded, and then proceeded to sell lots with reference thereto. Plaintiffs' Exhibit No. 10 is a copy of this plat. As will be seen by reference thereto, not a lot adjacent to Stoney Creek is shown as actually extending to the water's edge. A narrow strip of beach is always left between the front of the lots and the water. The roads, streets and so forth laid down on said plat all lead into this strip. This strip is not designated on said plat as a community beach, but it is certain that no waterfront development was ever attempted without adequate provision for the lotowners (in the rear as well as in front) to get to

21

the water. As the late Chief Judge Bond said for the Court of Appeals in Williams Realty Company vs. Robey, 175 Maryland 532, 539:

> "The relation of lots in a water front settlement to the water differs from that of abutting lots to a city square. There is naturally a greater dependence, if, indeed, we should not say that access to the water is an essential, for in that access lies the purpose of the settlement and the purchase of lots in it. As Williams, testifying for the defendant, agreed, facilities for access to the water constituted the chief selling point."

A plat is construed the same as any other instrument. As in the case of other written instruments, the circumstances under which a grant was made are to be considered as aids to its construction. While evidence to vary the terms of the grant will not be permitted, the purposes for which it was made, the nature and situation of the property, the manner in which the property has been used and occupied, and any other facts surrounding the parties or the property may be considered. (Tiffany, Real Estate, 2d Edition, p. 1329; Baker vs. Frick, 45 Maryland 337; Pitts vs. Baltimore 73 Maryland 326). That the purchasers of the lots in the subdivision thought they were buying not only the right to walk on this strip, but, as well, the right to swim, bathe (where it is not too marshy), fish and boat therefrom, is, I think, certain. Everyone connected with the development contemplated them having those rights. If a purchaser of a lot in a waterfront development did not expect to get these rights, few would brave the mosquitoes, the gnats and the jiggers for the doubtful pleasure of living within the sight of an attractive body of water which they could only use by trespassing on some neighbor's land. Mr. Dosh, in his own testimony, referred to a Community Beach lying to the left of the pier or wharf in question. This Community Beach is not designated as a "Community Beach" on the plat. It is simply a part of the strip which I just mentioned. Mr. Dosh also testified that "the community of High Point owns the land to which the pier is attached". This is tantamount to saying that the ori-

ginal owners of the subdivision acknowledged the right of the lot-owners to use this strip, or, at least, acquiesced therein, and that said lotowners did use it under a claim of right. When the parties to a contract, by their conduct, place an interpretation thereon, that meaning is adopted if a reasonable person could attach it thereto. (Restatement, Contracts, section 235 (e)).

When an owner lays out a tract of land into lots, roads, streets, squares, parks, beaches and so forth, and causes a plat thereof to be made and recorded, and then sells lots with reference thereto, the plat is, in effect, made a part of the grants, with the result that the grantees acquire the right to insist that the parts designated on the plat as streets, roads, parks, beaches and so forth, shall be devoted to the uses specified, free from interference by the grantor or those claiming under him (Tiffany, Real Estate, 2d Edition, page 1319; Williams Realty Company vs. Robey, supra). This rule is generally stated to be founded on the doctrine of implied covenants, but sometimes on the ground of estoppel. (King vs. Land and Improvement Company, 143 Maryland 693; North Beach vs. Land Company, 172 Maryland 101; Williams Realty Company vs. Robey, supra). But, regardless of the reason, the rule exists. It necessarily follows that Mr. and Mrs. Wilson, and all the other lotowners in this subdivision, have the common right to use the roads, streets, and avenues laid down on said plat, as well as the right to use said strip, for any and all purposes which may be reasonably calculated to effectuate the scheme or plan of development. There is also another rule which springs up under the same circumstances, namely, the rule that the owner is to be considered as having dedicated to public use the land covered by such streets, roads, parks, beaches and so forth. (Tiffany, Real Estate, 2d Edition, pp. 1869-1870). While these two rights, the one in the individual purchaser, and the other in the public, are frequently co-extensive, they are to be sustained on different theories; and the former may exist without the latter.

23

Williams Realty Company vs. Robey, supra, is a case where the individual rights of the purchasers were enforced, while the rights of the public were involved in North Beach vs. Land Company, supra. The existence of an easement in the purchaser, by reason of a sale to him by reference to a plat, is entirely independent of whether any such right vests in the public. For instance, if the public refuses to accept the dedication the purchaser's rights remain the same as if the public had not so refused. (Tiffany, p. 1321; see also Judge Offutt's discussion of this subject in Finance Corporation vs. Realty Corporation, 172 Maryland 138). In the instant case, there is no question of a dedication, as there is no claim that the public ever accepted either said streets or said strip. However, most of the principles applying to dedication, and to the relative rights of the dedicator and the beneficiaries thereof, apply to the state of facts before us, so many of the decisions, when there has been a dedication, apply with equal force here.

I hold that, as there is no point in going to a beach without bathing, fishing or boating therefrom, the right of the lotowners in said subdivision to go thereto carries with it, and as an incident thereto, the right to bathe, fish and boat therefrom. (Anderson vs. Devries, 93 Northeastern 2d (Mass.) 251). This being so, they have the right to install such facilities thereon as may be necessary to their reasonable use and enjoyment of the area, provided they, in so doing, do not interfere with the reasonable use thereof by others. This is especially true when the owner of the fee does not provide such facilities. He cannot refuse or neglect to provide reasonable facilities, and then object to others providing them. After all, the owner of the fee holds his title subject to all the burdens attached thereto. As a general rule, it may, I think, be said that the lotowners in a development of this kind may do whatever is necessary to put the

ground dedicated to their use as a beach for access to the water in a condition where they can use it for that purpose; and, if they cannot use it to the full extent to which they are entitled without erecting wharves or piers, then they have the right to do so. (26 Corpus Juris Secundum 138; Northport Association vs. Andrews (Maine), 71 Atlantic 1027, 20 L.R.A.N.S. 976).

As I understand the situation, the pier in question is built out over the strip of beach lying between Hilltop Road (which is not a public road) and the water. As heretofore stated, Mr. Dosh testified that "the community of High Point owns the land to which the pier is attached". I hold that these vendors have the right to use said Hilltop Road to go from their lots to said strip, and, as an incident to the use of said strip, the right to build a pier or wharf therefrom or thereover so as to be able the more conveniently to get to the water therefrom, and that these rights are easements appurtenant to their said property, and will pass therewith to the purchasers thereof. There is no suggestion that the building of this pier was not a reasonable use of the strip. On the contrary, this strip, at this place, appears to be nothing but a marsh, so that without a pier or wharf it could not be used at all. I hold that if Mr. and Mrs. Wilson saw fit to build a wharf or pier from and across this strip which did not interfere with the reasonable use thereof by other lotowners, they had the right to do so; and, when they did, those others do not have the right to demand that they permit them to use it.

But it is suggested that the fee in this strip still belongs to the developers, and that the easement of the lotowners therein gives them no riparian rights. I concur in the first part of that statement; but not in the last. It is true that the proprietor of land, bounding on navigable waters, has the exclusive right of making improvements into the waters in front of his said land. (Code of 1951, Article 54, section 46). But this right is

25

a right which can be severed "from the land to which it originally appertained, so as to vest it in a person having no interest in such land. This may be done either by a transfer of the land retaining the right, or by a transfer of the right retaining the land". (Tiffany, Real Estate, 2d Edition, p. 1029; see also Tome Institute vs. Crothers, 87 Maryland 569; and 56 American Jurisprudence p. 1070). This being so, I do not see why the developers of this subdivision, when they granted the lotowners an easement in said strip giving them the right to use the same for access to the waters of Stoney Creek, did not grant them, as an incident thereto, the right to wharf out therefrom in so far as that right was necessary to the reasonable use and enjoyment of the right granted. I hold that that could be done; and that it was done. This was not a complete severance of the right to wharf out, from the fee, but it was a severance pro tanto.

While I have discussed the question of the wharf or pier in some detail, it must be observed that it was not mentioned in either contract. While there is an allegation in the first paragraph of the bill of complaint that the plaintiffs were told that the sale included, among other things, "a pier extending into the water", there is no allegation in the bill that said pier did not pass with the property, although that was argued at the trial. Ordinarily when a man attempts to rescind a contract on certain grounds and for certain reasons, he will not afterwards be permitted to come in and change his grounds, or his reasons, or submit additional reasons.

I am constrained to deny the plaintiffs the cancellation they ask for, and to decree a specific performance of the contract. (Brockmeyer vs. Norris, 177 Maryland 466, 477; Improvement Company vs. Boyd, 161 Maryland 269,278). In view of the fact that the plaintiffs have had possession of the property since October 15, 1952, it is possible that I should charge them

with interest from that date. That does not seem to have been contemplated by the parties however, and, in view of that, I doubt my right to do so. They should, however, pay interest on the unpaid purchase money from December 5, 1952, and also pay the taxes and other public charges on the property from that date. They may then secure the payment of the balance of forty-eight hundred dollars ($4800.00) by a mortgage drawn as provided for in the contract of October 23, 1952.

11 January 53

James Clark

Judge.

27

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

EDWARD C. DOSH, and ANNE R. DOSH, his wife, PLAINTIFFS.	:	
VS.	:	NO. 10,635 EQUITY
LESLIE WILSON, and MILDRED M. WILSON, his wife, and HAROLD W. HOUGH, DEFENDANTS.	:	

::::::::

D E C R E E

Filed 11 June, 1953

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 eleventh day of June, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That the relief prayed for by the plaintiffs in their original bill of complaint be, and the same is hereby, denied.

(2) That the contract between the defendants (and cross-plaintiffs), Leslie Wilson and Mildred M. Wilson, his wife, as vendors, and the plaintiffs (and cross-defendants), Edward C. Dosh and Anne R. Dosh, his wife, as purchasers, dated October 23, 1952, be specifically enforced.

(3) That the said Leslie Wilson and Mildred M. Wilson shall, within thirty days from this date, convey to the said Edward C. Dosh and Anne R. Dosh the property described in said contract, and, simultaneously therewith, the said Edward C. Dosh and Anne R. Dosh shall (a) pay to the said Leslie Wilson and Mildred M. Wilson interest on the unpaid purchase money, namely, forty-eight hundred dollars ($4800.00), from December 5, 1952, to the date of such payment, plus or minus such sum or sums as may

28

be necessary to adjust the taxes and other proper charges against said property, and (b) execute to the said Leslie Wilson and Mildred M. Wilson a purchase money mortgage (which shall be a first lien) to secure the payment of said forty-eight hundred dollars ($4800.00), with interest thereon, or on so much thereof as shall, from time to time, remain unpaid by the installments, and in the manner provided for in said contract.

(4) That unless the said Edward C. Dosh and Anne R. Dosh pay said interest and execute said mortgage within thirty days from this date, that said property be sold; that O. Bowie Duckett, Esquire, and V. Stephen Lassotovitch, Esquire, 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, or the clerk thereof, in the penalty of six thousand dollars, 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 them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given notice thereof for three successive weeks by advertisement inserted in such weekly newspaper, or newspapers, published in said Anne Arundel County as they 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 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 of said sale; and, on obtaining the court's ratification of said sale, and, upon the payment of the whole purchase money (and not

29

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 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 trustees shall bring into this court the money arising from said sale to be distributed to the parties entitled thereto as heretofore stated, 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.

Judge.

In the Circuit Court for Anne Arundel County, In Equity

Edward C. Dosh and
Anne R. Dosh, his wife

LIBER 82 PAGE 383

vs.

Leslie Wilson and
Mildred M. Wilson, his wife
and
Harold W. Hough

No. 10,635 Equity

Mr. Clerk:

Please enter the decree dated June 11, 1953, in the within case as having been complied with and satisfied ~~as to~~ in accordance with paragraph (3) therein.

Filed 10 July, 1953

Leslie Wilson
LESLIE WILSON

Mildred M. Wilson
MILDRED M. WILSON

V. Stephen Lassotovitch
V. STEPHEN LASSOTOVITCH, ATTY.

31

ERNEST W. HARDESTY and EDNA M. HARDESTY, his wife Bristol, Maryland	:	IN THE
-vs.-	:	CIRCUIT COURT FOR
MARGARET S. BROWN or the unknown heirs of Margaret S. Brown, late of Baltimore City, Deceased, and the unknown heirs of GERHARD BUTKE, late of Howard County, Deceased.	:	ANNE ARUNDEL COUNTY Equity No. 10,610

. . . .

BILL OF COMPLAINT

Ernest W. Hardesty and Edna M. Hardesty, by Rouse and Morton, their attorneys, respectfully represent:

1. That by deed dated December 4, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 146, folio 297 a certain Gilmore F. Manges, unmarried, granted and conveyed unto Gertrude Perrie Hardesty certain property described therein as follows:

> "All those two tracts of land situate in the Eighth Election District of Anne Arundel County, Maryland, one containing sixty-two (62) acres of land, more or less, and the other containing sixty-four (64) acres of land, more or less, or one hundred and twenty-six (126) acres of land, more or less, as a whole."

2. That said 62 acre tract of land mentioned in said deed consists of Lot No. 2 containing 52 3/4 acres and part of Lot No. 4, said part consisting of 9¼ acres shown on a plat entitled "Survey of Division of Lands of Aaron and Mary E. Meekins", said plat being dated September 9, 1879 and filed among the Equity Records of Anne Arundel County in a proceeding entitled "William M. Meekins et al. v. Robert Hughes, et al." (Equity No. 726); that the 62 acre tract mentioned in the aforesaid deed is Lot 3 as shown on said plat filed in said partition proceedings.

3. That the said Gertrude Perrie Hardesty departed this life on July 30, 1944, leaving a Last Will and Testament

Filed 31 Oct., 1952

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

duly admitted to probate in the Orphans' Court for Anne Arundel County on August 18, 1944 (Wills R.G.P. 2, Folio 22) wherein she devised and bequeathed all of her property, both personal and real, including the property heretofore mentioned and described, unto her husband, Ernest W. Hardesty, one of the Complainant's herein.

4. That said two tracts of land were formerly owned by Rosalie I. Tunis, she having acquired the 62 acre tract from Joseph A. Meekins by deed of February 5, 1891, and recorded among the aforesaid Land Records in Liber S.H. 38, folio 270 and the 64 acre tract from Adelaide Neff Wittman by deed of July 31, 1908, and recorded among the aforesaid Land Records in Liber G.W. 61, folio 274.

5. That the said Rosalie I. Tunis and Walter H. Tunis, her husband, executed a mortgage to Margaret T. R. Worthington and Joseph M. Worthington in the amount of $1,000 dated February 15, 1898, and recorded among the aforesaid Land Records in Liber G.W. 9, folio 95, said mortgage covering only the 62 acre tract; and that said mortgage was thereafter assigned to Gerhard Butke on September 20, 1901, recorded among the aforesaid Land Records in Liber G. W. 91, Folio

6. That the said Rosalie I. Tunis and Walter H. Tunis, her husband, also executed a mortgage to Margaret S. Brown in the amount of $1,000 dated July 20, 1910, and recorded among the aforesaid Land Records in Liber G.W. 87, Folio 47, said mortgage covering only the 62 acre tract; that said mortgage did not contain an affidavit as to the consideration and thereafter the said Rosalie I. Tunis and Walter H. Tunis, her husband, executed a confirmatory mortgage to Margaret S. Brown in the amount of $1,000 dated February 1, 1912, and recorded among the aforesaid Land Records in Liber G.W. 90, folio 450, said confirmatory mortgage covering both the 62 acre tract and also the 64 acre tract.

7. That the Complainants believe and therefore aver that the aforesaid mortgages dated February 15, 1898, and July 20, 1910, and also the confirmatory mortgage dated February 1, 1912, were completely satisfied by the payment of all sums due thereunder over 30 years ago but not withstanding this there have been no releases recorded in said Land Records on any of said mortgages.

8. That no payment has been made on said two mortgages or on said confirmatory mortgage for more than 20 years and therefore said two mortgages and confirmatory mortgage are barred by limitations.

9. That the said two mortgages and confirmatory mortgage now standing unreleased of record cast a cloud on the Complainants' title to the property heretofore described and the Complainants are without relief unless their title to the aforesaid lot is quieted and the cloud cast thereon be removed by a decree of this Honorable Court.

10. That the said Gerhard Butke departed this life in 1907 and it is not known to your Complainants whether or not he left any heirs and if there are such heirs who they are or whether they be residents of this State or non-residents; and that your Complainants do not know whether or not the said Margaret S. Brown is now living, and if she is, where she may now reside or if she be now deceased, whether she left any heirs or if there are such heirs, who they are or whether they be residents of this State or non-residents.

WHEREFORE, the Complainants respectfully pray:

1. That this Honorable Court declare that the aforesaid mortgage dated February 15, 1898, from Rosalie I. Tunis et al. to Margaret T. R. Worthington et al. and assigned to Gerhard Butke on September 20, 1901, the aforesaid mortgage dated July 20, 1910, from Rosalie I. Tunis et al. to Margaret S. Brown and the aforesaid confirmatory mortgage

dated February 1, 1912, from Rosalie I. Tunis et al. to Margaret S. Brown have been satisfied and the liens thereof extinguished.

2. That the title of the Complainants be quieted and the cloud placed thereon by the aforesaid mortgages and confirmatory mortgage be removed by decree of this Honorable Court.

3. That the Complainants may proceed against the said Margaret S. Brown or her unknown heirs and the unknown heirs of Gerhard Butke as non-residents pursuant to Article 16, Section 146 of the Annotated Code of Maryland.

4. That the Complainants may have such other and further relief as the nature of their case may require.

MAY IT PLEASE Your Honor to grant unto the Complainants an Order of Publication against the said Margaret S. Brown or the unknown heirs of Margaret S. Brown and the heirs of Gerhard Butke, commanding them to be and appear in this Honorable Court on some day certain to be named therein and answer the premises and show cause, if any they may have, why the relief prayed therein may not be granted.

AND AS IN DUTY BOUND ETC.

Ernest W Hardesty
Ernest W. Hardesty

Rouse and Morton
Attorneys for Complainants
(Rouse and Morton)

Edna M. Hardesty
Complainants Edna M. Hardesty

STATE OF MARYLAND:

ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 30 day of October, 1952, before me the subscriber, a notary public in and for the County and State aforesaid, personally appeared ERNEST W. HARDESTY and EDNA M. HARDESTY who 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 their knowledge and belief.

Abram Z. Gottwals
Notary Public Abram Z. Gottwals

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

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ERNEST W. HARDESTY and EDNA M. HARDESTY, his wife	:	IN THE
-vs.-	:	CIRCUIT COURT FOR
MARGARET S. BROWN, or the unknown heirs of Margaret S. Brown, late of Baltimore City, Deceased and the unknow heirs of GERHARD BUTKE, late of Howard County, Deceased.	:	ANNE ARUNDEL COUNTY Equity No. 10,610

. . . .

ORDER OF PUBLICATION

The object of this suit is to procure a decree that two certain mortgages and a confirmatory mortgage hereinafter mentioned have been satisfied and to quiet title to and remove the cloud cast by said two mortgages and confirmatory mortgage from the title of the Complainants to the property hereinafter described. The bill states that the Complainant, Ernest W. Hardesty, is the owner of certain property which he inherited from Gertrude Perrie Hardesty, his wife, pursuant to her will, duly admitted to probate in the Orphans' Court for Anne Arundel County on August 18, 1944; that said property was acquired by the said Gertrude Perrie Hardesty from Gilmore F. Manges by deed of December 4, 1935, and recorded among the Land Records of Anne Arundel County in F.A.M. 146, folio 297, which property is described therein as follows:

> "All those two tracts of land situate in the Eighth Election District of Anne Arundel County, Maryland, one containing sixty-two (62) acres of land, more or less, and the other containing sixty-four (64) acres of land, more or less, or one hundred and twenty-six (126) acres of land, more or less, as a whole."

That said property consists of Lots 2, 3 and a part of Lot 4 as shown on a plat dated September 9, 1879 entitled "Survey and Division of Lands of Aaron and Mary E. Meekins" filed among the Equity Records of Anne Arundel County in the case of

Filed 31 Oct., 1952.

ROUSE AND MORTON
ATTORNEYS AT LAW,
BALTIMORE 2, MARYLAND

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"William M. Meekins et al. v. Robert Hughes et al." (Equity No. 726): that Rosalie I. Tunis was formerly the owner of said property; that Rosalie I. Tunis executed a mortgage in the amount of $1,000 to Margaret T. R. Worthington and Joseph M. Worthington dated February 15, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. 9, Folio 95 which mortgage was thereafter assigned to Gerhard Butke on September 20, 1901; that Rosalie I. Tunis and husband also executed a mortgage in the amount of $1,000 to Margaret S. Brown dated July 20, 1910, recorded among the aforesaid Land Records in Liber G.W. 87, Folio 47 and also a confirmatory mortgage to Margaret S. Brown in the amount of $1,000 dated February 1, 1912, recorded among the aforesaid Land Records in Liber G.W. 90, Folio 450; that the first two mortgages herein mentioned covered the 62 acre tract and the confirmatory mortgage covered both the 62 acre tract and the 64 acre tract; that the Complainants believe and therefore aver that the said two mortgages and confirmatory mortgage were completely paid and satisfied but that no releases have been filed of record; that no payments have been made on said two mortgages and confirmatory mortgage for more than 20 years and hence they are barred by limitations; that Gerhard Butke has departed this life but the Complainants do not know if he left any heirs or who they may be or whether they be residents of this State or non-residents; that the Complainants do not know whether or not Margaret S. Brown is now living and if so, where she may reside, or if she be no longer living, whether she left any heirs or who they may be or whether they be residents of this State or non-residents.

It is thereupon by the Circuit Court for Anne Arundel County this 31 day of October, 1952, ORDERED that the Complainants, by causing a copy of this Order to be inserted in some daily or weekly newspaper published in Anne Arundel County once in each of four successive weeks before the 8 day of

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

6

December, 1952, give notice to the said Defendants 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 26 day of December next to show cause, if any they have, why a decree ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.
~~Judge~~

7

IN THE CIRCUIT COURT
FOR ANNE ARU L COUNTY
Equity N ,610

ERNEST W. HARDESTY and EDNA M. HARDESTY, his wife

Vs.

MARGARET S. BROWN, or the unknown heirs of Margaret S. Brown, late of Baltimore City, Deceased

And

the unknown heirs of GERHARD BUTKE, late of Howard County, Deceased.

ORDER OF PUBLICATION

The object of this suit is to procure a decree that two certain mortgages and a confirmatory mortgage hereinafter mentioned have been satisfied and to quiet title to and remove the cloud cast by said two mortgages and confirmatory mortgage from the title of the Complainants to the property hereinafter described. The bill states that the Complainant, Ernest W. Hardesty, is the owner of certain property which he inherited from Gertrude Perrie Hardesty, his wife, pursuant to her will, duly admitted to probate in the Orphans' Court for Anne Arundel County on August 18, 1944; that said property was acquired by the said Gertrude Perrie Hardesty from Gilmore F. Manges by deed of December 4, 1935, and recorded among the Land Records of Anne Arundel County in F. A. M. 146, folio 297, which property is described therein as follows:

"All those two tracts of land situate in the Eighth Election District of Anne Arundel County, Maryland, one containing sixty-two (62) acres of land, more or less, and the other containing sixty-four (64) acres of land, more or less, or one hundred and twenty-six (126) acres of land, more or less, as a whole."

That said property consists of Lots 2, 3 and a part of Lot 4 as shown on a plat dated September 9, 1879 entitled "Survey and Division of Lands of Aaron and Mary E. Meekins" filed among the Equity Records of Anne Arundel County in the case of "William M. Mecklas, et al. v. Robert Hughes et al." (Equity No. 726); that Rosalie I. Tunis was formerly the owner of said property; that Rosalie I. Tunis executed a mortgage in the amount of $1,000 to Margaret T. R. Worthington and Joseph M. Worthington dated February 15, 1898, and recorded among the Land Records of Anne Arundel County in Liber G. W. 9, Folio 95 which mortgage was thereafter assigned to Gerhard Butke on September 20, 1901; that Rosalie I. Tunis and husband also executed a mortgage in the amount of $1,000 to Margaret S. Brown dated July 20, 1910, recorded among the aforesaid Land Records in Liber G. W. 87, Folio 47 and also a confirmatory mortgage to Margaret S. Brown in the amount of $1,000 dated February 1, 1912, recorded among the aforesaid Land Records in Liber G. W. 90, Folio 450; that the first two mortgages herein mentioned covered the 62 acre tract and the confirmatory mortgage covered both the 62 acre tract and the 64 acre tract; that the Complainants believe and therefore aver that the said two mortgages and confirmatory mortgage were completely paid and satisfied but that no releases have been filed of record; that no payments have been made on said two mortgages and confirmatory mortgage for more than 20 years and hence they are barred by limitations; that Gerhard Butke has departed this life but the Complainants do not know if he left any heirs or who they may be or whether they be residents of this State or non-residents; that the Complainants do not know whether or not Margaret S. Brown is now living and if so, where she may reside, or if she be no longer living, whether she left any heirs or who they may be or whether they be residents of this State or non-residents.

It is thereupon by the Circuit Court for Anne Arundel County this 31st day of October, 1952, **ORDERED** that the Complainants, by causing a copy of this Order to be inserted in some daily or weekly newspaper published in Anne Arundel County once in each of four successive weeks before the 8th day of December, 1952, give notice to the said Defendants 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 26 day of December next to show cause, if any they have, why a decree ought not to be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-27

Filed 10 June, 1953.

No. 8

OFFICE OF

Maryland Gazette

LIBER 82 PAGE 391

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 13th, 1953

We hereby certify, that the annexed Order of Publication Equity Number 10,610 Ernest W. Hardesty

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

ERNEST W. HARDESTY and EDNA M. HARDESTY, his wife

vs.

MARGARET S. BROWN or the unknown heirs of Margaret S. Brown late of Baltimore City deceased and the unknown heirs of GERHARD BUTKE, late of Howard County deceased

No. 10,610 ~~DIVORCES~~ EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

The Defendants, Margaret S. Brown or the unknown heirs of Margaret S. Brown, deceased and the unknown heirs of Gerhard Butke, after Order of Publication duly published (~~monthly~~) (~~having been duly announced~~) having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (~~and Writ of Summons~~)

Filed 11 June, 1953

It is thereupon this 11th day of June, 1953, 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 Plaintiffs , 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

9

ERNEST W. HARDESTY AND EDNA M. HARDESTY, his wife,	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
MARGARET S. BROWN, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No, 10, 610 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

June 11, 1953

Filed 25 June, 1953

Present:

Mr. John G. Rouse, Jr., Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Miss Laura R. Jickling, pages 2 to 4.

10

Laura R. Jickling, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. State your name and address.

A. Laura R. Jickling, 2 Stewart Avenue, Annapolis, Md.

2. In 1919, what was your occupation?

A. I was secretary to Mr. Ridgely P. Melvin, Attorney-at-Law.

3. Are you familiar with a settlement on certain property which took place approximately March 18, 1919, and involved a mortgage from Walter H. Tunis to the Federal Land Bank of Baltimore, which mortgage is recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5, folio 182?

A. I am.

4. Do you know the reason why Walter H. Tunis borrowed money from the Federal Land Bank of Baltimore?

A. Yes, Mr. and Mrs. Tunis owned farm property in Anne Arundel County which was encumbered by several mortgages, two or three, and they wanted to refinance their indebtedness.

5. So the purpose of the loan was to enable Mr. and Mrs. Tunis to pay certain mortgages which were outstanding on the property in question, is that correct?

A. That is correct.

6. The Land Records of Anne Arundel County show that on February 15, 1898 Rosalie I. Tunis and Walter H. Tunis, her husband, executed a mortgage to Margaret I. R. Worthington and Joseph M. Worthington, her husband, in the amount of $1000, which mortgage is recorded among the Land Records of Anne Arundel County in Liber G. W. No. 9, folio 95; the records also show that on July 20, 1910, Rosalie I. Tunis and Walter H. Tunis, her husband, executed a mortgage to Margaret S. Brown, in the amount of $1000, which mortgage is recorded among the aforesaid Land Records in Liber G. W. No. 87, folio 47, and that this latter mortgage from Mr. and Mrs. Tunis to Mrs. Margaret S. Brown was defective for failure to contain an affidavit as to consideration, and on February 1, 1912,

Mr. and Mrs. Tunis executed a confirmatory mortgage to Margaret S. Brown, which confirmatory mortgage is recorded among the aforesaid Land Records in Liber G. W. No. 90, folio 450; are you familiar with what I just mentioned to you?

A. I don't recall the details of those mortgages. I know there were two mortgages, one to Mrs. Worthington and one to Mrs. Brown. I don't recall the confirmatory mortgage. The loan was made by the Federal Land Bank of Baltimore, through the Anne Arundel County National Farm Loan Association, of which Mr. Ridgely P. Melvin was Secretary-Treasurer, for the purpose of paying those two mortgages.

7. Were you present at the time this settlement took place?

A. I was.

8. Can you recall, whether or not, the money which was advanced by the Federal Land Bank of Baltimore was used to pay off the two mortgages?

A. I do; I personally drew the checks, which were signed by Mr. Melvin, to pay those two mortgages.

9. Do you know whether the checks were turned over to the two mortgagees?

A. Yes they were and the releases were obtained.

10. Both mortgages were satisfied in full?

A. They were.

11. You know this of your own personal knowledge because you drew the checks and obtained the releases?

A. Yes, and I also took care of the correspondence and the clerical work.

12. Do you have any explanation why the releases were never recorded?

A. No I haven't; I can't imagine why they were not, unless they were just misplaced.

13. In any event, you do know that the mortgages were paid in full and releases obtained?

A. Yes I do; my cash was always in balance and it was audited

12

by a U. S. Government Auditor.

14. Why are you so positive that both of the above-mentioned mortgages have been paid in full?

A. The Anne Arundel County National Farm Loan Association, which is a branch of the Federal Land Bank of Baltimore, through which the Tunis Loan was made. The proceeds of the loan were represented by a check from the Federal Land Bank of Baltimore to the Anne Arundel County National Farm Loan Association, and were deposited in the Annapolis Banking and Trust Company in an account to the credit of the Association, which was subject only to the signature of Mr. Ridgely P. Melvin, Secretary-Treasurer; the funds of the Association and all its records were audited annually by a Government auditor; therefore, I am quite sure those checks were cashed by the proper people and I am also sure the release check was cashed, that is the check to the Clerk covering the release fees; otherwise, the accountswould have been out of balance and they never were at any time out of balance during the period when Mr. Melvin was Secretary-Treasurer which was from 1917 until April 1935.

(Mr. Klawams)

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

Laura R. Jickling

Laura R. Jickling

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 25th day of June, 1953.

Emanuel Klausner (SEAL)
Examiner

E. K. $10.00
K. H.McC. $5.00
Pd 6/12/53
KH ME

ERNEST W. HARDESTY and EDNA M. HARDESTY	:	IN THE
vs.	:	CIRCUIT COURT FOR
MARGARET S. BROWN or the unknown heirs of Margaret S. Brown, late of Baltimore City Deceased, and the unknown heirs of GERHARD BUTKE, late of Howard County, Deceased.	:	ANNE ARUNDEL COUNTY EQUITY NO. 10, 610

: : : : : :

DECREE

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

Filed 9 July, 1953.

Whereupon it is ordered this 9th day of July, 1953, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this court ADJUDGED, ORDERED and DECREED that the mortgage dated February 15, 1898, from Rosalie I. Tunis et al. to Margaret T. R. Worthington et al. recorded among the Land Records of Anne Arundel County is Liber G. W. 9, folio 95, and assigned to Gerhard Butke on September 29, 1901, said assignment being recorded among the aforesaid Land Records in Liber G. W. 9, folio 98, be, and it is hereby declared to have been paid and satisfied and the lien thereof extinguished.

And it is further ADJUDGED, ORDERED and DECREED that the mortgage dated July 20, 1910 from Rosalis I. Tunis et al. to Margaret S. Brown recorded among the aforesaid Land Records in Liber G. W. 87, folio 47 and the confirmatory mortgage from Rosalie I. Tunis et al. to Margaret S. Brown dated February 1, 1912 and recorded among the aforesaid Land Records in Liber G. W. 90, folio 450, be, and they are hereby declared to have been paid and satisfied and the liens

15'

thereof extinguished.

And it is further ADJUDGED, ORDERED and DECREED that the complaintants shall pay the costs of these proceedings.

Benjamin Nicholson
Judge

LIBER 82 PAGE 400

BESSIE M. BARTLEY 1019 E Street, N.E. Washington 2, D. C.	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILBUR Q. TIDLER 380 N. Pershing Drive Arlington, Virginia, and all persons having or claiming to have any interest in the Property known as Lots 869, 870 and 871 as shown on Plat of Woodland Beach, Anne Arundel County, State of Maryland	:	ANNE ARUNDEL COUNTY No. 10,695 EQUITY

: : : :

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

Filed 4 Apr., 1953

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Bessie M. Bartley, by Louis M. Strauss, her Solicitor, respectfully shows:

1. That on October 8, 1951, the Certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1", was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Plaintiff, which Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 1551 - All those lots or parcels of ground in the First Election District of Anne Arundel County, and designated as follows:
>
> Lots 869, 870 and 871 as shown on the plat of Woodland Beach, Anne Arundel County, Maryland,

which said lots of ground were assessed to and conveyed to Wilbur Q. Tidler, and was conveyed to the said Wilbur Q. Tidler, in fee simple, by Deed dated October 30, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 154, folio 340, and that the amount due to the Collector of Taxes for the State of Maryland, and Anne Arundel County, on the day of the aforesaid sale was Thirty One Dollars and Twelve Cents ($31.12).

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District is:

Tidler, Wilbur Q.
380 N. Pershing Drive
Arlington, Virginia
Lots 869, 870 and 871 as
shown on the Plat of
Woodland Beach,
Anne Arundel County, Maryland

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid lots of ground according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County show that the title of the said lots is still vested in the name of Wilbur Q. Tidler, listed as Respondent herein.

5. That the aforesaid lots of ground have not been redeemed by any party in interest, although more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

6. That it appears that the Defendants herein, according to the assessment records is a non-resident of the State of Maryland, and therefore your Complainant pray for process directed to the aforesaid non-resident Respondent, at the last known address above set forth, as the address of said non-resident Respondent.

7. The amount necessary for the redemption of the above mentioned property is as follows:

Wilbur Q. Tidler, Certificate No. 1551 - $31.12

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiffs herein, subsequent to the date of sale of said property, plus all other amounts expended by the Plaintiffs as to the aforesaid property, under the Provisions of the Acts of 1943 aforesaid, as amended.

8. That the Complainant prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

2

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid property.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumbrances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1953, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, ETC.

Bessie M. Bartley
Bessie M. Bartley

Louis M. Strauss
Louis M. Strauss
Solicitor for Plaintiff

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, to wit:

I HEREBY CERTIFY, that on this 3 day of April, 1953, before me, the Subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared Bessie M. Bartley, the above named Plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true, to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

Elizabeth L. Newsom
Notary Public D.C.

My commission expires May 14-/53

4.

1551

LIBER 82 PAGE 404

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 8-1951, I sold to Bruce M. Bardey 1019 E St N.E. Wash. D.C. at public auction for the sum of 105 Dollars and 00 Cents, of which 31.12 Dollars has been paid as a deposit on the property in 1 Dist described as Lots 869-870-871 as shown on the plat of Woodland Beach A. A. County

and assessed to William J. Tidler

Filed 4 Apr, 1953

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 9-1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

Complainant's Exhibit No. 1

5

BESSIE M. BARTLEY 1019 E Street, N.E. Washington 2, D. C.	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILBUR Q. TIDLER 380 N. Pershing Drive Arlington, Virginia, and all persons having or claiming to have any interest in the Property known as Lots 869, 870 and 871 as shown on Plat of Woodland Beach, Anne Arundel County, State of Maryland	:	ANNE ARUNDEL COUNTY No. 10,695 EQUITY

: : : : :

ORDER OF PUBLICATION

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

All those lots or parcels of ground in the First Election District of Anne Arundel County, and designated as follows:

Lots 869, 870 and 871 as shown on the plat of Woodland Beach, Anne Arundel County, Maryland.

BEING part of the property conveyed in a deed from Warren Smadbeck to Wilbur Q. Tidler dated October 30, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 154, folio 340.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 4 day of April, 1953, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 11 day of June, 1953, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

John H. Hopkins, III - Clerk

TRUE COPY TEST:

CLERK

Filed 4 Apr., 1953.

6

LIBER 82 PAGE 406

BESSIE BARTLEY, et al	:	EQUITY NO. 10,695
vs.	:	IN THE CIRCUIT COURT
WILBUR Q. TIDLER	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

CERTIFICATE OF PUBLICATION

Filed 12 June, 1953

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,695 EQUITY

BESSIE M. BARTLEY, 1010 E Street, N. E. Washington 2, D. C.,

Vs.

WILBUR Q. TIDLER, 880 N. Pershing Drive, Arlington, Virginia, and all persons having or claiming to have any interest in the Property known as Lots 869, 870 and 871 as shown on Plat of Woodland Beach, Anne Arundel County, State of Maryland.

ORDER OF PUBLICATION

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

All those lots or parcels of ground in the First Election District of Anne Arundel County, and designated as follows:

Lots 869, 870 and 871 as shown on the plat of Woodland Beach, Anne Arundel County, Maryland.

BEING part of the property conveyed in a deed from Warren Smadbeck to Wilbur Q. Tidler dated October 30, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 154, folio 340.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 4th day of April, 1953, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 11th day of June, 1953, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all right of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-30

MG - 3423

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 15th, 1953

We hereby certify, that the annexed Order of Publication Bessie M. Bartley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1953 The first insertion being made the 9th day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

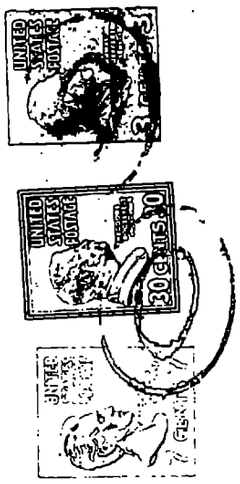
By Gay Green

7

LIBER 82 PAGE 407

BESSIE M. BARTLEY	:	IN THE CIRCUIT COURT
vs.	:	FOR
WILBUR Q. TIDLER, et al	:	ANNE ARUNDEL COUNTY
	: : : : : :	NO. 10, 695 EQUITY

REGISTERED LETTER NOTICE AND RETURN



Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300 (GPO)

POSTMARK OF DELIVERING OFFICE

Return to Louis M. Strauss
(NAME OF SENDER)
Street and Number, or Post Office Box, Towsontown Bldg
ANNAPOLIS, MD.

REGISTERED ARTICLE
No. 10670 Post Office

INSURED PARCEL
No. 19—12431 State

Wilbur Q. Tidler
3180 Pershing Drive
Arlington, Virginia

10670

Unclaimed
Unknown
For
Moved
No such

"Registered"
Return Receipt Requested

Filed 12 June, 1953

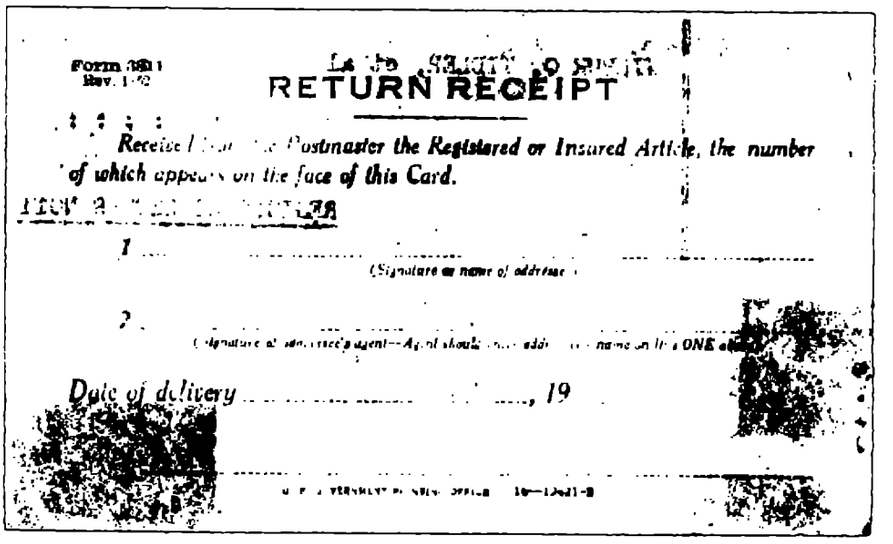
Form 3806-S (Rev. 2-52)
Receipt for Registered Article No. 10670
Fee paid ..... cents. Class postage .....
Declared value ..... Surcharge paid, $.....
Return Receipt fee ..... Spl. Del'y fee .....
Delivery restricted to addressee:
In person ....., or order ..... Fee paid.....
Accepting employee will place his initials in space indicating restricted delivery.

Postmaster per.....
POSTMARK
ANNAPOLIS, MD.

NOTICE TO SENDER—Enter below name and address of addressee as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

(Name of addressee) (P. O. and State of address)

LOUIS M. STRAUSS
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
ANNAPOLIS, MD.



Form 3811
Rev. 1-62

RETURN RECEIPT

Receive 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 .....
(Signature of addressee's agent—Agent should write addressee's name on line ONE above)

Date of delivery ....., 19

U. S. GOVERNMENT PRINTING OFFICE 16—13621-3

BESSIE M. BARTLEY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,695 EQUITY
WILBUR Q. TIDLER, et al		

: : : : : :

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newpaper printed and published in the City of Annapolis, Anne Arundel County, Maryland, and the defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 13th day of June, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against the said defendant.

Benjamin Michaelson
Judge

Filed 13 June, 1953.

9

BESSIE M. BARTLEY	:	IN THE
vs.	:	CIRCUIT COURT
WILBUR Q. TIDLER, and all persons having or claiming to have any interest in the Property known as Lots 869, 870 and 871 as shown on Plat of Woodland Beach, Anne Arundel County, State of Maryland	:	FOR ANNE ARUNDEL COUNTY NO. 10,695 EQUITY

: : : : : : :

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89 - I to 90-P of Article 81 of the Annotated Code (1943 Supplement).

It is, thereupon, this 14th day of July, 1953, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendant, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, as having been sold by the Treasurer of Anne Arundel County to the Plaintiff on the 8th day of October, 1951 for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumberances thereon (except taxes accruing subsequently to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiff.

3. That, upon the payment to him of the balances, if any, due on the purchase prices of said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

Filed 14 July, 1953.

10

CHESTER W. UPTON, Severn, Md.	: No. 10,102	Equity
and	:	
LONETTA O. STINCHCOMB Severn, Md.	:	
vs.	:	
FRANK H. GERHARDT, Ferndale, Md.	:	
and	:	
ROBERT JOSEPH GERHARDT, Severn, Md.	:	In the
and		
WILLIAM H. GERHARDT, 1214 N. Potomac St., Baltimore, Md.	:	Circuit Court for
and		
MRS. MARIE IDA STONE, 203 3rd Ave., SW, Glen Burnie, Md.	:	Anne Arundel County
and		
MRS. JEANETTE BARBARA BROCK, Millersville, Md.	:	
and	:	
MRS. MARGARET ANNA KELLER 209 A St., SW, Glen Burnie, Md.	:	
and	:	
MRS. DELMAR HELEN RIES, 6116 N. Castle St., Baltimore, Md.	:	
and	:	
MARY LORRAINE GERHARDT, a minor, 209 A St., SW, Glen Burnie, Md.	:	

Filed 24 Nov. 1950

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your orators, humbly complaining, respectfully state:

1.

(a) That William J. Hulshoff and Katherine A. Hulshoff, his wife, conveyed unto Frank H. Gerhardt 39 acres of land, more or less, lying, being and situate in the Third Election District of Anne Arundel County, by deed dated October 25th, 1907, and recorded among the Land Records of said County in Liber GW No. 57, folio 168, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 1, and prayed to be taken as part and parcel of this Bill.

(b) That Thomas Watts, widower, conveyed unto Frank H. Gerhardt 5 acres of land, more or less, lying, being and situate in the Third Election District of Anne Arundel County, by deed dated March 9th, 1911, and recorded among the Land Records of

said County in Liber GW No. 85, folio 103, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 2, and prayed to be taken as part and parcel of this Bill.

(c) That Thomas Watts, widower, conveyed unto Frank H. Gerhardt 10 acres of land, more or less, lying, being and situate in the Third Election District of Anne Arundel County, by deed dated October 18th, 1915, and recorded among the Land Records of said County in Liber GW No. 119, folio 351, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 3, and prayed to be taken as part and parcel of this Bill.

(d) That Solomon J. Caskey and Agatha V. Caskey, his wife, conveyed unto Frank H. Gerhardt and Stella A. Gerhardt, his wife, 2 acres of land, more or less, lying, being and situate on the road from Glen Burnie to Benfield in the Third Election District of Anne Arundel County, by deed dated May 14th, 1927, and recorded among the Land Records of said County in Liber FSR No. 17, folio 174, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 4, and prayed to be taken as part and parcel of this Bill.

(e) That Michael F. Carter, Sheriff of Anne Arundel County, under and by virtue of a Sheriff's Sale of the realty of Christopher C. Joyce and Mary Jane Joyce, his wife, conveyed unto Frank H. Gerhardt and Stella A. Gerhardt, his wife, 35 acres of land, more or less, lying, being and situate in the Third Election District of Anne Arundel County, by deed dated February 5th, 1929, and recorded among the Land Records of said County in Liber FSR No. 50, folio 326, a certified copy of said deed being filed herewith as Plaintiffs' Exhinit No. 5, and prayed to be taken as part and parcel of this Bill.

2.

(a) That Frank H. Gerhardt and Stella A. Gerhardt conveyed unto the County Commissioners of Anne Arundel County a parcel of land for the Old Mill Road running from the Crain Highway to the property of Fred Obrecht by deed recorded on September 29th, 1931, among the Land Records of Anne Arundel County in Liber FSR No. 90,

folio 75.

(b) That Stella A. Gerhardt, widow, conveyed unto the Maryland State Roads Commission a parcel of land necessary in the construction of that portion of road shown on State Roads Plat No. 140 among the Plat Records of Anne Arundel County, by deed recorded on January 6th, 1933, among the Land Records of Anne Arundel County in Liber FSR No. 106, folio 380.

(c) That Thomas B. Upton and Stella A. Gerhardt Upton, his wife, conveyed unto Harvey T. Brock and Jeanette Barbara Brock, his wife, 4.52 acres of land, being part of the real estate described in the deed from Hulshoff et al. to Gerhardt (see 1(a) above), by deed and plat recorded on September 17th, 1949, among the Land Records of Anne Arundel County in Liber JHH No. 538, folio 441, a certified copy of said deed being filed herewith as Plaintiffs' Exhibit No. 6, and prayed to be taken as part and parcel of this Bill.

3.

That being so seized and possessed Frank H. Gerhardt died testate on or about November 11th, 1932, and by his last will and testament devised and bequeathed his entire real and personal estate to his wife, Stella A. Gerhardt, a certified copy of which will is filed herewith as Plaintiffs' Exhibit No. 7, and prayed to be taken as part and parcel of this Bill.

That letters of administration were taken out on the estate of the said Frank H. Gerhardt and all claims paid.

4.

That on or about June 28th, 1941, at Glen Burnie, Md., the said Stella A. Gerhardt, widow of Frank H. Gerhardt, married one Thomas B. Upton, a certified copy of their marriage certificate being filed herewith as Plaintiffs' Exhibit No. 8, and prayed to be taken as part and parcel of this Bill.

5.

That being so seized and possessed of the real property as aforesaid, the said Stella Gerhardt Upton died intestate on or about November 23rd, 1949, leaving as her only heirs at law:

(a) Thomas B. Upton, her husband

and the following children:

(b) Frank H. Gerhardt

(c) Robert Joseph Gerhardt

(d) William H. Gerhardt

(e) Mrs. Marie Ida Stone

(f) Mrs. Jeanette Barbara Brock

(g) Mrs. Margaret Anna Keller

(h) Mrs. Delmar Helen Ries

(i) Mary Lorraine Gerhardt, a minor

That by operation of law title to the realty of the said Stella Gerhardt Upton devolved upon the said Thomas B. Upton, her surviving husband, and the children listed above.

That letters of administration have been taken out on the estate of the said Stella Gerhardt Upton, in the Orphans' Court for Anne Arundel County..

5.

That Thomas B. Upton, widower, died intestate on or about February 14th, 1950, leaving as his only heirs at law the following children upon whom, by operation of law, has devolved his share or interest in the realty left by his deceased wife, Stella Gerhardt Upton:

(a) Chester W. Upton

(b) Mrs. Lonetta O. Stinchcomb

That letters of administration have been taken out on the estate of the said Thomas B. Upton in the Orphans' Court for Anne Arundel County and all claims paid.

6.

That a partition in kind of the aforesaid Stella A. Gerhardt Upton property among the parties entitled thereto cannot be made without material loss and injury to said parties.

To the end, therefore,

(1) That the real estate heretofore described as belonging to Stella A. Gerhardt Upton may be sold and the proceeds divided among the parties entitled thereto according to their respective interests.

4

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

And as in duty bound, etc.

George B. Woelfel

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

5

THIS DEED made this 25th day of October in the year one thousand nine hundred and seven, by and between William J. Hulshoff and Katherine A. Hulshoff, his wife, parties of the first part, and Frank H. Gerhardt, party of the second part, all of the City of Baltimore in the State of Maryland.

WITNESSETH, that in consideration of the sum of five hundred dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said William J. Hulshoff and Katherine A. Hulshoff, his wife, do hereby grant and convey unto the said Frank H. Gerhardt his heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County in the State of Maryland aforesaid, and particularly described as follows:

BEGINNING for the first of said parcels of land at the end of fifty five perches and three quarter of a perch on and in the second course of said survey or deed, and running with and bounding on said Course south fifteen minutes west nine and a quarter perches to a stone one of the boundaries of the land called "Friendship", and standing at the end of the second course of said Deed, still running with and bounding on said Deed the five following courses and distances to wit: South Forty fove minutes west twenty one perches south eighty nine degrees fifteen minutes west twenty perches south forty five minutes west thirty eight perches south eighty nine degrees west fifty two perches north fifteen minutes east sixty eight perches and one quarter perches; thence running across the land conveyed by the aforementioned deed north eighty nine degrees fifteen minutes east seventy two perches to the place of beginning. Containing twenty five acres of land more or less. And beginning for the second of said parcels of land it being a part of the same land which was conveyed from Charles Severe and Virginia Severe, his wife, to said John P. Brittingham by deed dated the 18th day of March, 1870) at a stone now planted in the fourth line of said land, it being a part of a tract of land called "Piney Groves", and running thence south eighty nine degrees and fifteen minutes west sixty perches to a stone now planted; thence north one degree west twenty nine and one half perches; thence north forty five minutes east

Filed 27 Nov, 1950. Re-filed 17 Apr, 1951.

Upton v Gerhardt, Examiner's Exh. A 10, 10 Eq.
4/7/51
E. Clemons
Examiner

Plaintiffs' Exhibit No. 1

ten and one half perches to intersect the twenty first line of the whole tract called "Piney Groves", it being the fourth line of that part of "Piney Groves which was conveyed by James Murry to Charles Stewart by Deed dated the 17th day of February, 1807, thence bounding on said line of said tract of land reverse thereof and bounding on said line of said conveyance north eighty nine degrees and fifteen minutes east fifty nine and one half perches to the end of the eighteenth line of that part of "Piny Groves", which was conveyed by Charles R. Stewart to Nathaniel Pumphrey by deed dated the third day of May, eighteen hundred and fifty thence bounding on the nineteenth line of said conveyance south one degree east forty perches to the first beginning.

CONTAINING fourteen acres three roods and twenty five perches of land, more or less.

BEING the same lots or parcels of ground which by deed dated December 16th, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 24 folio 179, etc, were conveyed by James P. Bannon, to the said William J. Hulshoff.

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

TO HAVE AND TO HOLD the above granted property unto and to the use of the said Frank H. Gerhardt, his heirs and assigns, forever, in fee simple.

AND the said William J. Hulshoff and Katherine A. Hulshoff, his wife, hereby covenant that they will warrant specially the property hereby conveyed; and that they will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

WITNESS: William J. Hulshoff (SEAL)

John A. Henkus; Katherine A. Hulshoff (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to-wit:

I HEREBY CERTIFY that on this 25th day of October in the year one thousand nine hundred and seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William J. Hulshoff and Katherine A.

7

Hulshoff, his wife the within grantors, and they severally acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Official Seal.

(NOTARY'S SEAL) John A. Henkus, Notary Public

Recorded 6th November 1907.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 57, folio 168, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D., 1950.

John H. Hopkins, 3rd Clerk

This Deed made this ninth day of March in the year one thousand nine hundred and eleven by Thomas Watts of the Third Election District of Anne Arundel County Maryland Widower.

Witnesseth, That in consideration of the sum of one hundred dollars, Current Money in hand paid, the receipt whereof is hereby acknowledged the said Tomas Watts, Widower does grant and convey unto his neighbor Frank H. Gerhardt his heirs and assigns in fee simple, all that piece or parcel of land situate lying and being in Anne Arundel County Md. and described as follows, that is to say.

Beginning for the outlines thereof at a stone at a point in the Third Election District of Anne Arundel County at the North East corner of the said Thomas Watts 15 acre tract described in a deed from the CCMF & M Co. bearing date the 18th day of October 1889 and of record in Liber S H No. 37 folio 468 being at the end of the fourth line in said deed thence running with the home line in said deed west 25½ perches to a cut ditch where a stone is to be planted thence leaving the outline of said deed and running across the said 15 acres with said ditch about South 1 deg. West 30 perches more or less to the third outline of said Watts land then with it South 77½ deg. East 25½ perches to the Frank H. Gerhardt land, thence with it N 1 3/4 deg. East 34½ perches more or less to the place of beginning. Containing five acres of land more or less, and being part of the land described in deed from CCMF & M Co. to Thos Watts in 1889 and of record in Liber S H No. 37 folio 468.

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 land 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 Frank H. Gerhardt his heirs and assigns in fee simple.

Filed 29 Nov., 1950. Re-filed 17 Apr., 1951.

Upton v. Gerhart, 10,102 Eq.
Examiner's Exh. B
Filed 4/7/57
E. Clowers
Examiner

9. Plaintiffs' Exhibit No 2

And the Said Thomas Watts hereby covenant that he will warrant generally the property hereby granted, and conveyed; and that he will execute, such further assurances of said land as may be requisite.

Witness the hand and Seal of said grantor

Test:

Edward Woodfull — Thomas his x mark Watts-Widower (Seal)

State of Maryland Anne Arundel County to wit:

I hereby Certify that on this ninth day of March in the year one thousand nine hundred and Eleven before me the Subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Thomas Watts the grantor and he acknowledged the foregoing Deed to his act.

Edward Woodfull
Justice of the Peace

Recorded 10th March 1911.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 85 folio 103 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D., 1950.

John H. Hopkins, 3rd, Clerk

(Revenue Stamp 50)

THIS DEED made this 18th day of October in the year one thousand nine hundred and fifteen by Thomas Watts,(widower) party of the first part, and Frank H. Gerhardt, party of the second part, both of Anne Anne Arundel County, Maryland.

WITNESSETH that in consideration of the sum of Five Dollars, and other good and valuable considerations, the said party of the first part has bargained and sold, and by these presents does grant and convey unto the said Frank H. Gerhardt, party of the second part, his heirs and assigns in fee simple, all that tract or parcel of land situate, lying and being in the Third District of Anne Arundel County, Md., and described as follows, that is to say:

Filed 29 Nov., 1950 Re-filed 17 Apr., 1951

ALL THAT tract or parcel of land, with the buildings and improvements thereon situate in the Third Election District of Anne Arundel County, Maryland, containing fifteen acres of land, more or less, and which was granted and conveyed unto the said Thomas Watts, by The Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate, by deed bearing date the 18th day of October, 1890, and duly recorded among the Land records of Anne Arundel County, in Liber S.H. No. 37, folio 469, etc., Excepting Thereout and Therefrom, However, five acres heretofore conveyed to this grantee by grantee by this grantor, by deed bearing date the 9th day of March 1911, and recorded among the said land records in Liber G.W. No. 85 folio 103.

IT BEING The Intention of this grantor, by this deed to grant and convey unto the said grantee the whole balance of said fifteen acre tract, so as aforesaid conveyed to him by the said corporation, in order that this grantee may own and enjoy the whole fifteen acres as conveyed by said corporate deed.

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 land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging

Upton v. Gerhardt, 10, 102 Eq.
Examiner's Exh C
4/7/65
E. Clemons Examiner

11 Plaintiffs' Exhibit No. 3

or appertaining unto and to the proper use and benefit of the said Frank H. Gerhardt his heirs and assigns, forever, in fee simple.

AND the said Thomas Watts, party of the first part hereby covenant that he will warrant specially the property hereby granted; and conveyed; and that he will execute such further assurances of said premises as may be requisite.

WITNESS the hand and seal of said grantor.

TEST: Thomas Watts his X mark (SEAL)

William H. Moss

John S. Strahorn

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of October in the year one thousand nine hundred and fifteen before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared Thomas Watts, and acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL) William H. Moss, Notary Public

Recorded 18 October 1915.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 119, folio 351, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D., 1950.

John H. Hopkins 3rd Clerk

12

This Deed, Made this 14th day of May in the year nineteen hundred and twenty-seven, by Solomon J. Caskey and Agatha V. Caskey, his wife, of Anne Arundel County and the State of Maryland.

Witnesseth, That in consideration of Five Dollars and other good and valuable considerations, the said Solomon J. Caskey and Agatha V. Caskey, his wife, do grant and convey unto Frank H. Gerhardt and Stella A. Gerhardt, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, all that lot of ground situate in the Third District of Anne Arundel County, that is described as follows:

Filed 29 Nov., 1950. Re-filed 17 Apr., 1951.

Beginning for the same at the end of the fourth line of the whole tract, and running thence extending said line as now run, North eighty-eight degrees West two hundred and eighty-four and eight-tenths feet to a stone; still North eighty-eight degrees West twenty one and seven-tenths feet to the centre of the concrete road leading from Glen-Burnie towards Benfield; thence in the centre thereof Southerly, four hundred and twenty-three feet; thence South eighty-eight degrees East twenty-one and eight-tenths feet to a stone; still South eighty-eight degrees East one hundred and seventeen and five-tenths feet to a stone; and thence North two degrees East three hundred and ninety-four and five-tenths feet to the place of beginning. Containing two acres of land, more or less

Being the same lot of ground that was conveyed to the said Solomon J. Caskey and Agatha V. Caskey, his wife, by Nathan F. Stinchcomb and wife, by deed bearing date January 21st 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 15, folio 382, etc.

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

13 Plaintiffs' Exhibit No. 4 10,102 Eq. Examiner's Exh. D 4/7/67 E. Clarence Examiner

the said Frank H. Gerhardt and Stella A. Gerhardt, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, 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 Solomon J. Caskey (SEAL)

Anna L. Stolins Agatha V. Caskey (SEAL)

State Of Maryland, Anne Arundel County To wit:

I Hereby Certify, That on this 14th day of May in the year nineteen hundred and twenty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Solomon J. Caskey and Agatha V. Caskey, his wife, the above named Grantors, and acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial seal.

(Notarial Seal) Anna L. Stolins

Notary Public

Recorded 17 May 1927 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 F.S.R. No. 17 folio 174 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D.,1950.

John H Hopkins 3rd Clerk

LIBER 82 PAGE 425

THIS DEED, Made this 5th day of February in the year Nineteen hundred and twenty-nine, by me, Michael F. Carter, Sheriff of Anne Arundel County, Maryland.

WITNESSETH, That by virtue of an execution issued out of the Circuit Court for Anne Arundel County, Maryland, and dated the 14th day of November 1928, in the case of Farmers National Bank of Annapolis vs. Christopher C. Joyce and Mary Jane Joyce, his wife, I, the said Michael F. Carter, as Sheriff of said County, have sold to Frank H. Gerhardt and Stella A. Gerhardt, his wife, the following property namely:

ALL that tract of land being part of the tract called "Piney Grove" situate in the Third Election District of Anne Arundel County, Maryland, containing thirty-five (35) acres, one (1) Rood, thirty-one (31) perches of land, more or less, and being the same property conveyed to said Christopher C. Joyce and wife by James R. Pratt, by deed dated April 1st, 1919, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 339, etc., together with the improvements thereon.

SUBJECT, nevertheless, to a first mortgage of five hundred dollars ($500.00) held by William F. Kuethe, dated the 16th October 1918, and recorded among said Land Records in Liber W.N.W. No. 4, folio 56.

NOW, THEREFORE, I, the said Michael F. Carter, Sheriff as aforesaid, do grant unto the said Frank H. Gerhardt and Stella A. Gerhardt, his wife, all the right and title of the said Christopher C. Joyce and Mary Jane Joyce, his wife, in and to the hereinbefore described property, subject, nevertheless, to the aforesaid mortgage.

WITNESS my hand and seal.

TEST: Lucy Florio

Michael Carter (SEAL)
Sheriff of Anne Arundel County

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of March in the year Nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael F. Carter, Sheriff of Anne Arundel County, and acknowledged the aforegoing deed to be his act.

Filed 29 Nov., 1930. Re-filed 17 Apr., 1931

upon v. Gerhart
10, 102 Eq
Examiner's Exh. E
E. Clowers
Examiner

15' Plaintiffs' Exhibit No. 5

AS WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) Lucy Florio, Notary Public

Recorded September 16 1929- 9.30 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. 50, folio 326, one of the Land Record Books for Anne Arundel County .

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D., 1950.

John H. Hopkins 3rd Clerk

(INT. REV. STAMP $1.65)(MD. STATE STAMP $1.65)

THIS DEED, Made this 13 day of September, 1949; by and between Thomas Upton and Stella Upton, his wife, parties of the first part, "Grantors"; and Harvey T. Brock and Jeanette B. Brock, his wife, parties of the second part, "Grantees".

WITNESSETH: That for and in consideration of the sum of Ten Dollars and other good valuable considerations, the said Grantors do grant and convey unto the said Harvey T. Brock and Jeanette B. Brock, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple, all that parcel of ground near Elvaton, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

Filed 29 Nov, 1950. Re-filed 17 Apr, 1951

BEGINNING for the same at an iron pipe set on the southerly side of the existing county road, known as the Old Mill Road, running from the Crain Highway to Elvaton, said point being at the beginning of the south 15 minutes West, 9¼ perch line of the description contained in a deed dated October 25, 1907, whereby the property was conveyed by William J. and Katherine Hulshoff to Frank H. Gerhardt, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 57, folio 168, and running thence from said beginning point and with said line as corrected for variation, South 1 degrees 49 minutes West, 152.62 feet to a stone found marking the end of said line; thence continuing on the same course, South 1 degree 49 minutes West, 444.98 feet to an iron pipe there set; thence North 87 degrees 05 minutes West, 329.45 feet to an iron pipe there set; Thence North 1 degree 49 minutes East, 597.60 feet to an iron pipe set on the said southerly side of the Old Mill Road, said pipe being distant South 87 degrees 05 minutes East, 833.80 feet from a stone found marking the corner of the 70½ perch line of the Charles G. Stinchcomb property described in deed recorded in G.W. No. 54, Folio 63, the Stinchcomb line being one of the boundary lines of this property, thence with said line and along the said southerly side of the Old Mill Road, South 87 degrees 05 minutes East, 329.45 feet to the other corner of said line and the place of beginning. Containing 4.52 acres of land, according to a survey and plat of same in July, 1949 by T.T. Panteleo, Annapolis, Maryland, Registered Land Surveyor.

upton v Gerhardt, 10,102 Eq
Examiner's Exh. F
4/7/65
E. Clayvans
Examiner

17 Plaintiffs' Exhibit No. 6

BEING a part of the same property which the late Frank H. Gerhardt acquired from William J. Hulshoff and Katherine A. Hulshoff, his wife, by deed dated Ocrober 25, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. 57, Folio 168, which upon the death of Frank H. Gerhardt, said property vested in the said Stella A. Gerhardt absolutely., who has since been married to Thomas Upton, the said property having been vested in the said Stella Upton by the Last Will and Testament of Frank H. Gerhardt recorded among the Orphans' Court Records of Anne Arundel County in Wills Book G.T.C. No. 1 folio 326.

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

TO HAVE AND TO HOLD the above described property and premises unto and to the proper use and benefit of the said Harvey T. Brock and Jeanette B. Brock, his wife, as tenants by the entireties, the survivor, his or her heirs and assigns in fee simple.

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

WITNESS the hands and seals of said Grantors.

WITNESS:

John Demyan, Jr. Thomas Upton (SEAL)

John Demyan, Jr. Stella Upton (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13 day of September 1949; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas Upton and Stella Upton, his wife, and they acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) John Demyan, Jr., Notary Public

Recorded 17th Sept. 1949 at 9:00 A.M.

18

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. 538, folio 441, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 24th day of November A.D., 1950.

John H. Hopkins 3rd Clerk

19

I, Frank H. Gerhardt, of Anne Arundel County and State of Maryland, being of sound and disposing mind, memory and understanding do hereby make this my last will and testament, hereby revoking all other wills heretofore made by me.

I devise, give and bequeath unto my wife, Stella A. Gerhardt, all my property, real, personal and mixed and wheresover situate.

Witness my hand and seal this eleventh day of August in the year nineteen hundred and thirty-one , to this my last will and testament.

Frank H. Gerhardt.

Signed, sealed, published and declared as and for the last will and testament of the above named testator in our presence, who at his request, in his presence and in the presence of each other, have hereunto affixed our names as witnesses thereto.

William F. Kuethe. Helen M. Kuethe .

Filed 29 Nov. 1950
Re-filed 17 Apr. 1951

Upton v. Erhart
10,102 Eq
Examiner's Exh. J
4/7/51
E. C. Lawrence
Examiner

Plaintiffs' Exhibit No. 7

20

LIBER 82 PAGE 431

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

Frank H. Gearhardt

late of said County deceased

taken from the original

~~being one of the records filed, recorded and~~

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

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 29th *day of* November *in the year of our Lord, nineteen hundred and* ~~forty~~ fifty.

R. Glenn Prout

Register of Wills for Anne Arundel County

By Clemence C. Burwell Deputy

LIBER 82 PAGE 432

STATE OF MARYLAND

Anne Arundel County, Sct.

I HEREBY CERTIFY, That it appears by the Records of Marriages in this Office, that on the 28th day of June 1941 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 Thomas B. Upton, white, widower Age 58 and Stella A. Gerhardt, white widow Age 50

Filed 29 Nov. 1950. Re-filed 17 Apr. 1951.

AND I HEREBY FURTHER CERTIFY, That said parties were united in marriage according to law, and that said marriage was solemnized by Edward T. Kirkley on the 28th day of June, 1941 as will appear by the return of said minister filed in this office on the 16th day of July 1941

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 24 day of November, A. D. 1950

John H. Hopkins 3rd
Clerk of the Circuit Court for Anne Arundel County.

Upton v. Gerhardt
10,102 Eq
Examiner's Exh. H
E. Clowney, Examiner
4/7/51

Plaintiffs' Exhibit No. 8

22

Chester W. Upton, et al,	:	No. 10,102 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frank H. Gerhardt, et al,	:	Anne Arundel County
	:	

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

ANSWER OF DEFENDANTS

Filed 8 Dec., 1950

To the Honorable, the Judge of said Court:

The answer of Frank H. Gerhardt, Robert Joseph Gerhardt, William H. Gerhardt, Marie Ida Stone, Jeanette Barbara Brock, Margaret Anna Keller, Delmar Helen Ries and Mary Lorraine Gerhardt, all adults, respectfully shows:

1.

That these Defendants admits all the allegations contained in the Bill of Complaint and further answering said Bill in general they request that their solicitor John Demyan, Jr., be appointed co-trustee.

And as in duty bound, etc.

John Demyan, Jr.
John Demyan, Jr.,
Solicitor for Defendants,
County Trust Co. Building,
Annapolis, Md.

I hereby certify that upon this first day of December, 1950, I mailed a copy of the above answer to George B. Woelfel, Esq., 9-11 School Street, Annapolis, Md.

John Demyan, Jr.
John Demyan, Jr.

23

CHESTER W. UPTON AND	:	IN
LONETTA O. STINCHCOMB,	:	THE CIRCUIT COURT
PLAINTIFFS,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANK H. GERHARDT, ET AL.,	:	
DEFENDANTS	:	No. 10,102 Equity

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

TESTIMONY ON BEHALF OF

THE PLAINTIFFS

April 7, 1951

Filed 17 Apr., 1951.

Present:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. John Demyan, Jr., Solicitor for Defendants.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Chester W. Upton, pages 2, 3, 4, 5, 6.

Louis J. DeAlba, pages 6, 7.

Lonetta O. Stinchcomb, page 8.

Signatures waived by consent of counsel.

24

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

(Mr. Woelfel)

1. State your name and address.

A. Chester W. Upton, Severn, Maryland.

2. You are one of the plaintiffs in this case?

A. Yes.

3. Who was Stella Gerhardt?

A. She was Stella Stinchcomb before she was married the first time.

4. Whom did she marry?

A. Frank H. Gerhardt.

5. After she married Frank H. Gerhardt, whom did she marry?

A. Thomas B. Upton.

6. When did she marry Thomas B. Upton?

A. June 28, 1941.

7. Is your father, Thomas B. Upton, living or dead?

A. Dead.

8. State when and where he died?

A. February 14, 1950 at Severn.

9. Did he leave a Will?

A. No.

10. Were letters of administration taken out on his estate?

A. Yes, by my sister and I.

11. Has the estate been settled?

A. Yes.

12. Is Stella Gerhardt Upton, the wife of your father, living or dead?

A. Dead.

13. When and where did she die?

A. November 23, 1949, Mercy Hospital.

14. Did she leave a Will?

A. No.

25'

15. Were letters of administration taken out on her estate?

A. Yes they were.

16. Do you know whether or not notice to creditors was published in the case of your stepmother?

A. Yes.

17. What real estate did your stepmother leave at the time of her death?

A. About a 77 acre farm.

18. Stella Gerhardt and her husband, Frank Gerhardt, acquired several pieces of real estate in the Third Election District of Anne Arundel County. You are aware of that?

A. Yes.

19. Frank Gerhardt died and left a Will whereby his wife, Stella Gerhardt, acquired the real estate which they had owned during their lifetime. There were several pieces of real estate, therefore, that Stella Gerhardt owned in fee simple at the time she married your father, Thomas B. Upton?

A. Yes.

(I offer in evidence Plaintiff's Exhibit No. 1, being a certified copy of a deed dated Oct. 25, 1907, from William J. Hulshoff and wife to Frank H. Gerhardt, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 57, folio 168, marked Examiner's Exhibit A)

(I offer in evidence Plaintiff's Exhibit No. 2, being a certified copy of a deed dated March 9, 1911, from Thomas Watts to Frank H. Gerhardt, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 85, folio 103, marked Examiner's Exhibit B)

(I offer in evidence Plaintiffs' Exhibit No. 3, being a certified copy of a deed dated Oct. 18, 1915, from Thomas Watts to Frank H. Gerhardt, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 119, folio 351, marked Examiner's Exhibit C)

(I offer in evidence Plaintiffs' Exhibit No. 4, being a certified copy of a deed dated May 14, 1927, from Solomon J. Caskey and wife to Frank H. Gerhardt and wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 17, folio 174, marked Examiner's Exhibit D)

26

(I offer in evidence Plaintiffs' Exhibit No. 5, being a certified copy of a deed dated February 5, 1929, from Michael F. Carter to Frank H. Gerhardt and wife, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 50, folio 326, marked Examiner's Exhibit E)

(I offer in evidence Plaintiffs' Exhibit No. 6, being a certified copy of a deed dated Sept. 13, 1949 from Thomas Upton and Stella Upton, his wife, to Harvey T. Brock and Jeanette B. Brock, his wife, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 538, folio 441, marked Examiner's Exhibit F)

(I offer in evidence Plaintiffs' Exhibit No. 7, being a certified copy of the Last Will and Testament of Frank H. Gerhardt, duly recorded among the Testamentary Records of Anne Arundel County, marked Examiner's Ex.G)

(I offer in evidence Plaintiffs' Exhibit No. 8, being a certified copy of the Marriage Certificate of Thomas B. Upton and Stella A. Gerhardt, marked Examiner's Exhibit H)

20. Approximately how many acres were ~~left~~ in the farm that Stella Upton left?

A. Approximately 77 acres.

21. Are you acquainted with that piece of property?

A. I am.

22. On the day that Stella Gerhardt Upton died, who survived her as her heirs at law? Did her husband survive her?

A. Yes, she was survived by her husband, Thomas B. Upton.

23. State the names of her children who survived her?

A. Frank H. Gerhardt, Robert Joseph Gerhardt, William H. Gerhardt, Marie Ida Stone, Jeanette Barbara Brock, Margaret Anna Keller, Delmar Helen Ries and Mary Lorraine Gerhardt.

24. Are all of them over 21 years of age?

A. Yes, all of them are over 21 now.

25. Did Stella Gerhardt Upton have any other children who predeceased her?

A. Two, if not more.

26. Do you know their names?

A. No, they died at birth.

27

27. Stella Gerhardt Upton left your father, Thomas B. Upton, a widower?

A. Yes.

28. Did she die intestate?

A. Yes.

29. Thomas B. Upton died February 14, 1950 also intestate?

A. Yes.

30. Did Thomas B. Upton leave any widow surviving him?

A. No.

31. Did he leave any children surviving him?

A. Yes, two.

32. What are their names and ages?

A. Chester W. Upton, 40 and Lonetta O. Stinchcomb, 43.

33. Did he have any other children that predeceased him?

A. No.

34. What does the remaining property of Stella Gerhardt Upton and Thomas B. Upton consist of?

A. 77 acres is left.

35. What are the improvements?

A. She has a nice, big home there, all been remodelled, electricity, oil burner with hot water, four rooms upstairs, kitchen and three rooms downstairs, big home, frame house, composition roof.

36. Can this property be divided in kind among all of the heirs?

A. I don't think so.

37. Why not?

A. It wouldn't be no good to me because it wouldn't be enough. Wouldn't be enough for any of them. I have a farm on the New Cut Road.

38. If it were divided in kind, the pieces could not be sold separately for what the entire property as a whole could be sold for?

A. That's right.

39. What is the fair market value of this property?

A. She was offered $20,000.00 a few years ago. It has got a good house on it. It's in good shape. I think the house alone is worth $10,000.00 as is.

28

40. You feel that $20,000.00 is a fair market value?

A. I think it is.

(Mr. Klawans)

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

A. No.

****

Louis J. DeAlba, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Louis J. DeAlba, 8 Crain Highway S.W. Glen Burnie, Maryland.

2. What is your occupation?

A. Real estate appraisals.

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

A. Twenty-five years.

4. For whom have you appraised real estate?

A. I am an approved appraiser for the Veterans Administration, chief appraiser for United Federal Savings & Loan Association, Appraiser for Baltimore Airport, appraisals for every bank in Annapolis.

5. You feel that you are competent to appraise real estate located in Anne Arundel County?

A. I do.

6. Are you familiar with the real estate involved in this proceedings?

A. I made an inspection of the property.

7. How many acres are involved?

A. About 80 acres, more or less.

29

8. Approximately how much frontage is there on the Crain Highway?

A. It is said to have 423 feet. It is a narrow strip leading back to the bulk of the property.

9. Does the property touch any other road?

A. It fronts on the Gerhardt Road, a county road, paralleling the property.

10. How much frontage is on that road?

A. Fifteen Hundred feet.

11. Is the acreage all in one piece?

A. I understand it was bought in several parcels, but is is all adjoining.

12. Will you describe what improvements are located on the property?

A. Seven room frame cottage, four bedrooms on second floor, living room, dining room and kitchen, frame building, asbestos shingle composition roof, oil burner, hot water heating plant. In addition to the house, there is a barn, garage, chicken house, smoke house and corn crib.

13. What in your opinion would be a fair market value for this property, both the real estate and improvements?

A. I would say about $15,000.00, that is in comparison with properties in the immediate neighborhood that has been offered for $15,000 and recently sold for $12,000.

14. Do you believe the property could be divided in kind?

A. I don't see how, there is only one set of buildings. The acreage would be so small it would not be suitable for farming.

(Mr. Klawans)

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

A. No.

****

30

Lonetta O. Stinchcomb, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Lonetta O. Stinchcomb, Severn, Md.

2. You have heard the testimony given by your brother, Chester W. Upton?

A. I have.

3. Would your testimony in detail be exactly as his was?

A. Exactly.

4. Then you desire that your testimony be recorded precisely as your brother's and to the same effect?

A. Yes, exactly.

(Mr. Klawans)

1. Is that also true of his valuation of the property?

A. I don't know the value of the property, if it is $15,000 or $20,000 it is all right.

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

A. No.

****

31

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 17th day of April, 1951.

Emanuel Klauber (SEAL)
Examiner

$16.00
E.K. ~~$10.00~~
K.H.McC$10.00

32

Chester W. Upton, et al	:	No. 10,102 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frank H. Gerhardt, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

SUBMISSION FOR A DECREE AND WAIVER OF TEN DAY RULE

We, the undersigned solicitors for Plaintiffs and Defendants, do hereby submit the proceedings for final determination and decree, it being understood and agreed that the ten day period for the filing of exceptions to the testimony is hereby waived.

George R. Neefe
Solicitor for Plaintiffs

John D. Lawson, Jr.
Solicitor for Defendants

Filed 28 Apr., 1951

Chester W. Upton, et al	:	No. 10,102 Equity
	:	In the
vs	:	Circuit Court
	:	for
Frank H. Gerhardt, et al	:	Anne Arundel County
	:	

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

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court from an examination of the bill of complaint and testimony that the real estate in this proceedings cannot be divided in kind without material loss or injury

It is thereupon this 30th day of April, in the year 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate mentioned in these proceedings be and the same is hereby decreed to be sold.

And it is further ORDERED by the authority aforesaid that John Demyan and George B. Woelfel be, and they are hereby appointed trustees to make said sale, but before they shall proceed to act 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 or the Clerk thereof in the penal sum of Eighteen 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 passed in the premises; and the said Trustees shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in some newspaper or newspapers printed and published in Anne Arundel County and such other notice that they shall deem

Filed 30 Apr., 1951

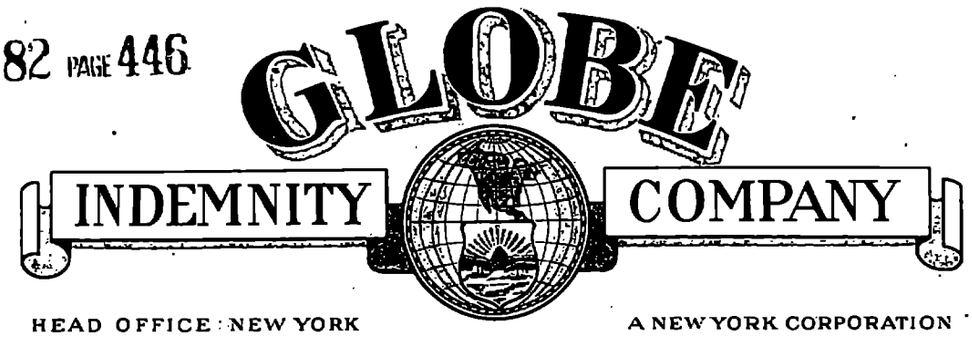
proper, of the time, place, manner and terms of the sale, which terms shall be a deposit of Five Hundred ($500) Dollars upon the day of sale, balance to be paid in cash upon the ratification of the sale or all cash at the option of the purchaser or purchasers, the credit portion to bear interest at the rate of six per cent and to be secured to the satisfaction of the said Trustees, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the full purchase price and not before, the said Trustees shall, by good sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, the property and estate to him, her or them sold free, clear and discharge of all claims of the parties hereto, both plaintiffs and defendants, and of those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall ~~have~~ appear to have discharged their trust.

Benjamin Nicholson
Judge

35

G 22056

LIBER 82 PAGE 446



HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND OF TRUSTEES

no. 10,102 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, George B. Woelfel and John Demyan, as principals, and the Globe Indemnity Company, 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 Eighteen Thousand ($18,000.00) 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, assigns, executors and administrators, jointly and severally, firmly by these presents.

Filed 4 May, 1951

Sealed with our seals and dated this 2nd day of May, in the year 1951.

Whereas, the above bounden George B. Woelfel and John Demyan by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County, in Equity, dated April 30th, 1951, and passed in a cause wherein Chester W. Upton et al. are plaintiffs and Frank H. Gerhardt et al. are defendants, the same being No. 10,102 Equity now pending in said Court, have been appointed Trustees to sell the real estate mentioned in said proceedings.

Now the condition of the above obligation is such, that if the above bounden George B. Woelfel and John Demyan do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Test:

Mary M. Hoff

Mary M. Hoff

Approved this 4 May, 1951
John H. Hopkins, 3rd, Clerk

George B. Woelfel

George B. Woelfel

John Demyan

John Demyan

John H. Hopkins, 3rd
Attorney in fact for Globe Indemnity Company.

36

Chester W. Upton, et al	:	No. 10102 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frank H. Gerhardt, et al	:	Anne Arundel County
	:	

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

PETITION TO AMEND DECREE DATED APRIL 30th, 1951
TO PERMIT PRIVATE SALE AND ORDER OF COURT THEREON

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

Filed 28 Nov, 1951

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1.

That your Petitioner, on behalf of Chester W. Upton and Lonnetta O. Stinchcomb, his sister, filed a bill of complaint praying for the sale of the property therein mentioned for the purpose of partition.

2.

That testimony was taken and the two lay witnesses testified that the property was probably worth twenty thousand dollars but that the real estate broker testified said property to be worth only fifteen thousand dollars.

3.

That thereafter a decree was entered appointing George B. Woelfel and John Demyan, Trustees, to sell the said realty at public auction under the terms and conditions set forth in said decree.

4.

That your Petitioner was unable to get the boundary line to close and hence he employed a surveyor to give him a metes and bounds description for fear of making an improper notice of sale.

5.

That the surveyor has just submitted the metes and bounds

37

description thereof but during the interim your Petitioner has found a purchaser who stands willing and ready to pay twenty thousand dollars cash for the said farm.

6.

That the Trustees are satisfied with said price and all of the parties in interest, now all adults, are satisfied with the price and desire that George B. Woelfel accept the contract, a copy of said contract being filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this petition.

Wherefore, your Petitioner, prays:

1. That the decree of this Honorable Court dated April 30th, 1951, may be amended so that the Trustees may be permitted to make the private sale to Leo W. Smith and Helen E. Smith, his wife, in accordance with the terms of the contract.

And as in duty bound, etc.

George B. Woelfel
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 27th day of November, 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 George B. Woelfel who made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 29th day of November, in the year 1951, by the Circuit Court for

Filed 29 Nov, 1951

38

Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the decree of this Court dated April 30th, 1951, and passed in the above entitled cause be, and the same is hereby amended so that the said Trustees may sell the real estate in these proceedings mentioned either at public or private sale and if by private sale the deposit shall be one thousand dollars in cash and the balance to be paid upon the ratification of the said sale, all other matters and things in the said decree be and the same are hereby reconfirmed.

Benjamin Richardson
Judge

This Agreement, made this 2 day of ~~October,~~ December in the year 1951, by and between George B. Woelfel and John Demyan, Trustees, as hereinafter mentioned, parties of the first part, and Leo W. Smith and Helen E. Smith, his wife, hereinafter called parties of the second part.

Whereas by decree of the Circuit Court for Anne Arundel County, in Equity, in the matter of "Chester W. Upton, et al, vs. Frank H. Gerhadt, et al" the said George B. Woelfel and John Demyan were duly appointed trustees to sell the realty in said proceedings described, and

Whereas it was deemed necessary by the said Trustees to procure a surveyor of the land before advertising the same for sale, and

Whereas said parties of the second part have offered the said parties of the first part the sum of Twenty Thousand ($20,000) Dollars cash for the said property, which said amount the said Trustees do hereby agree to take subject to the ratification of the sale by the Court.

Now, therefore, this Agreement Witnesseth: That for and in consideration of the premises and the further sum of One Thousand ($1,000) Dollars paid by the said parties of the second part to the said parties of the first part as a deposit and the remaining Nineteen Thousand ($19,000) Dollars to be paid in cash upon the ratification of the sale by the Court and the execution of a deed by all parties having an interest in the property, the said parties of the second part do hereby agree to buy for the price aforesaid, and the said parties of the first part do hereby agree to sell unto the said parties of the second part, their heirs and assigns, all that lot or parcel of ground lying, being and situate in the Third Election District of Anne Arundel County containing 90.137 acres of land, more or less, described as follows:

Beginning for the same at a stone marking the end of the South 15' West, 9¼ perch line of the description contained in a deed dated October 25, 1907, whereby the property was conveyed by William

Filed 28 Nov. 1951

Petitioners' Exhibit No 1

40

J. and Katherine A. Hulshoff and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 57, folio 168; said point being also the beginning of the North 82° East, 81 perch line of the description contained in a deed dated January 29, 1907, whereby the property was conveyed by Cyrus N. Robinson and Ida E. Robinson, his wife, to William H. Stinchcomb and Ida R. Stinchcomb, his wife, and recorded in G.W. No. 54, folio 61, and running thence with said last mentioned line, corrected, North 82° 25' 20" East, 1,120.73 feet to a stone; found near the north side of the existing county road known as the Old Mill Road, running from the Crain Highway to Elvaton, and running thence from said last mentioned point and with the divisional line of the Havranek property, South 0° 04' 40" East, 1,634.74 feet to a monument; thence running with the divisional lines of the Grover Pumphrey Property, North 67° 15' West, 482.01 feet to a monument; thence North 67° 13' West, 124.98 feet to a monument; thence North 67° 09' 20" West, 563.01 feet to a monument; thence North 67° 11' West, 274.20 feet to a monument; thence South 2° 41' 10" West, 458.55 feet to a monument; thence North 86° 34' 20" West, 990.00 feet to a monument; thence North 3° 29' 40" East, 643.11 feet to a monument; thence North 85° 44' 10" West, 463.83 feet to a monument; thence North 85° 54' West, 145.83 feet to a monument; thence North 85° 46' 30" West, 1,201.19 feet to a point on the easterly side of the Crain Highway, thence running with the said side of the Crain Highway, North 20° 46' West, 418.00 feet to a point; thence leaving said highway and running with the southerly outline of the J. Dicus property and continuing with the southerly outline of the A. R. Stinchcomb property, South 87° 09' 20" East, 1,958.92 feet to an iron pipe; thence running with the outline of A. R. Stinchcomb property, North 3° 42' East, 563.14 feet to a stone marking the corner of the 70½ perch line of the above mentioned conveyance to William and Ida Stinchcomb, and running thence from said last mentioned point South 84° 06' East, 509.21 feet to a point on the southerly side of the above mentioned Old Mill Road; thence along said side of Old Mill Road; South 85° 34' East, 324.59

41

feet to an iron pipe previously set at the northwest corner of the 4.52 acre tract acquired by Harvey T. and Jeanette Brock, in July 1949, and running thence from said road and with part of the outlines of the Brock property, the three following courses and distances: South 3° 20' West, 597.60 feet; South 85° 34' East, 329.45 feet and North 3° 20' East, 444.98 feet to the place of beginning, according to a survey and plat of same in September, 1951, by T.T. Pantaleo, Annapolis, Maryland, Registered Land Surveyor.

Taxes, insurance and water rents, if any, to be adjusted as of the day of sale, each party to pay one-half of the revenue stamps.

Title to the said property to be free and clear of all encumbrances. Deed to be executed by Trustees and all parties having an interest in said property.

Witness the hands and seals of the said parties.

Witness:

Mary M. Hoff

Witness to
Leo W. Smith and
Helen E. Smith

George B. Woelfel (Seal)
George B. Woelfel

John Demyan (Seal)
John Demyan, Trustees

Leo W. Smith (Seal)
Leo W. Smith

Helen E. Smith (Seal)
Helen E. Smith

42

Certified copy of Administrators Account in re Stella Gerhardt Upton and order of Court directing Administrator to collect balance from No. 10,102 Equity.

In the Matter	:	In the
of the Estate	:	Orphans Court
of	:	for
Stella A. Gerhardt Upton,	:	Anne Arundel County
deceased.	:	

: : : : : : : : : :

To the Honorable, the Judges of said Court:

The first and final account of George B. Woelfel, Administrator of the estate of Stella A. Gerhardt Upton, deceased, respectfully shows:

This Accountant charges himself with the sale of 3 29/100 shares of County Trust Company of Maryland $62.51

And this Administrator craves allowance for the following disbursements:

Court costs	$4.25	
Commissions, $5.62 State tax $.63	6.25	
Attorney's fee	25.00	
To Fred Keuche on account of $55.45 claim paid on account .0305%	3.01	
To Harold Bunker on account of $787.65 claim paid on account .0305%	24.00	
(balance due each to be paid from the sale of the real estate of the said Stella Gerhardt Upton in No. 10102 Equity, Circuit Court for Anne Arundel County)	$62.51	$62.51

George B. Woelfel
Administrator

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

On this 27th day of January, 1953, came George B. Woelfel, Administrator of the estate of Stella A. Gerhardt Upton, deceased, and made oath in due form of law that the aforegoing account is just and true and that he has paid or secured the payment of every item for which he has craved an allowance.

Witness my hand and seal Notarial.

(Notary Seal)

Mary M. Hoff
Notary Public

Filed 3 Feb., 1953

TRUE COPY, TEST:
R. Alan Hout
REGISTER OF WILLS
FOR ANNE ARUNDEL CO.

Passed by order of this Court this 3rd day of February, 1953, and the Administrator is hereby directed to collect the balance due the creditors from the sale of the realty in No. 10102 Equity in the Circuit Court for Anne Arundel County

OwainE. Owens C.J.
~~Joseph O.H. Fowler~~ A.J.
Charles G. Hill A.J.

43

Chester W. Upton, et al	:	No. 10102 Equity
	:	In the
	:	Circuit Court
vs.	:	for
Frank H. Gerhardt, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and John Demyan, Trustees, appointed by a decree of this Honorable Court passed in the above entitled cause, to make sale of the real estate therein described, respectfully shows:

That after having given bond with security for the faithful performance of the trust reposed in them, and after having complied with all other prerequisites as required by law and by the said decree but prior to the time of giving notice of the time, place, manner and terms of the sale by advertisement in accordance with said decree, your Trustees discovered that it was necessary to make a survey in order to get the correct lines and measurements of the said real estate and during the interim your Trustees discovered a purchaser who stood ready, willing and able to pay twenty thousand ($20,000) dollars for the said real estate in cash upon the ratification of the sale and he deposited with your Trustees the sum of one thousand ($1,000) dollars to bind the bargain.

That the said purchase price was satisfactory to all of the parties to this suit who being sui juri are joining in the deed with the Trustees in order to convey a good and merchantable title and eliminate the requirements of public sale as prescribed by the aforesaid decree hence your Trustees report that they have sold the said tract of land mentioned in the said decree and more particularly described as follows:

Filed 17 May, 1953

44

Beginning for the same at a stone marking the end of the south 15' west, 9¾ perch line of the description contained in a deed dated October 25, 1907, whereby the property was conveyed by William J. and Katherine A. Hulshoff and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. No. 57, folio 168; said point being also the beginning of the north 32° east, 81 perch line of the description contained in a deed dated January 29, 1907, whereby the property was conveyed by Cyrus N. Robinson and Ida E. Robinson, his wife, to William H. Stinchcomb and Ida R. Stinchcomb, his wife; and recorded in Liber G.W. No. 54, folio 61, and running thence with said last mentioned line, corrected, north 82° 25' 20" east, 1,120.73 feet to a stone; found near the north side of the existing county road known as the Old Mill Road, running from the Crain Highway to Elvaton, and running thence from said last mentioned point and with the divisional line of the J. Havranek property, south 0° 04' 40" east, 1,634.74 feet to a monument; thence running with the divisional lines of the Grover Pumphrey property, north 67° 15' west, 432.01 feet to a monument; thence north 67° 13' west, 124.93 feet to a monument; thence north 67° 09' 20" west, 563.01 feet to a monument; thence north 67° 11' west, 274.20 feet to a monument; thence south 2° 41' 10" west, 458.55 feet to a monument; thence north 86° 34' 20" west, 990.00 feet to a monument; thence north 3° 29' 40" east, 643.11 feet to a monument; thence north 85° 44' 10" west, 463.33 feet to a monument; thence north 85° 54' west, 145.33 feet to a monument; thence north 85° 46'30" west, 1,190.25 feet to a point on the easterly side of the Crain Highway, thence running with the said side of the Crain Highway, north 20° 46' west, 420.61 feet to a point; thence leaving said highway and running with the southerly outline of the J. Dicus property and continuing with the southerly outline of the A.R. Stinchcomb property, south 87° 06' east, 1,949.01 feet to an iron pipe; thence running with the outline of A.R. Stinchcomb property, north 3° 42' east, 563.14 feet to a stone marking the corner of the 70½ perch

45'

line of the above mentioned conveyance to William and Ida Stinchcomb, and running thence from said last mentioned point south 84° 06' east, 509.21 feet to a point on the southerly side of the above mentioned Old Mill Road; thence along said side of Old Mill Road; south 85° 34' east, 324.59 feet to an iron pipe previously set at the northwest corner of the 4.52 acre tract acquired by Harvey T. and Jeanette Brock, in July 1949 and running thence from said road and with part of the outlines of the Brock property, the three following courses and distances: south 3° 20' west, 597.60 feet; south 85° 34' east, 329.45 feet and north 3° 20' east, 444.98 feet to the place of beginning. Containing 90.137 acres of land, according to a survey and plat of same in September, 1951, by T.T. Pantaleo, Annapolis, Md., Registered Land Surveyor.

And the said Trustees sold the property unto Leon W. Smith and Helen E. Smith, his wife, at and for the sum of twenty thousand (20,000) dollars. The terms of sale being one thousand ($1,000) dollars as a deposit, balance to be paid in cash upon the ratification of the sale.

Respectfully submitted,

George B. Woelfel

John Demyan, Jr.

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 17th day of ~~February~~ March, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and John Demyan, Trustees, who made oath in due form of law that the matters and things set forth 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 seal Notarial.

Mary M. Hoff

Notary Public

46

Chester W. Upton, et al No. 10102 Equity
vs.
Frank H. Gerhardt, et al

We, the undersigned, all sui juris, do hereby consent to the immediate ratification of the above reported sale.

Mary Lorraine Gerhardt
Margaret Anna Keller
Henry H. Keller
Robert Joseph Gerhardt
Dalora Gerhardt
Jeanette Barbara Brock
Harvey Brock
Frank H. Gerhardt
Marie Gerhardt
Delmar Helen Ries
George Ries
William H. Gerhardt
Marie Gerhardt
Marie Ida Stone
Randolph C. Stone
Lonetta O. Stimbcomb
Raymond S. Stimbcomb
Chester W. Upton
Myrtle Upton

Filed 20 Mar., 1953.

47

LIBER 82 PAGE 458

ORDER NISI

Chester W. Upton, et al

versus

Frank H. Gerhardt, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10102 Equity

Ordered, this ..... day of ....., 19 , That the sale of the .....

made and reported by .....

Trustees, ...

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

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

..... Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Chester W. Upton, et al

versus

Frank H. Gerhardt, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, upon the written consent of the parties to this suit, this 20th day of March, finally, 1953, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed ~~no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause~~; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed: Mar. 1, 1953

48

LIBER 82 PAGE 459

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 10102 Equity

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel and John Demyan, Jr., of Anne Arundel County, State of Maryland, as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand Dollars ($2,000.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 28th day of March, 1953.

Filed 28 Mar, 1953

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Cheston W. Upton et al. vs. Frank H. Gerhardt", No. 10,102 Equity, dated April 30th, 1951, George B. Woelfel and John Demyan, Jr. were appointed Trustees to make sale of the property described in said proceedings, and the said George B. Woelfel and John Demyan, Jr. have executed said power and made sale of the property described in the said proceedings.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond;

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

Witness:

Margaret B. Hendrix

Margaret B. Hendrix, for all

George B. Woelfel (SEAL)
George B. Woelfel

John Demyan, Jr. (SEAL)
John Demyan, Jr.

GLOBE INDEMNITY COMPANY, a body corporate

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

Surety

Approved this 28 Mar, 1953
John H. Hopkins, 3rd, Clerk

49

In the Case of

Chester W. Upton,
et al
vs.
Frank H. Gerhardt,
et al

In the
Circuit Court
For
Anne Arundel County

No. 10,102 Equity

To the Honorable, the Judges of said Court:

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

Filed 10 June, 1953.

June 9, 1953.

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

50

Dr. Chester W. Upton, et al vs. Frank H. Gerhardt, et al in ac.

To Trustees for Commissions, viz:	630	00	630	00
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	62	00		
Jos. C. Deegan - Sheriff's costs	4	70		
Jos. W. Alton, Jr. - Sheriff's costs	10	15		
Emanuel Klawans - Examiner's fee	16	00		
Katharine H. McCutchan - stenographer's fee	10	00		
Auditor - stating this account	45	00	167	85
To Trustees for Expenses, viz:				
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - 1951, 1952 and 1953 bond premiums	164	00		
Theodore T. Pantaleo - survey and plat	338	12		
Louis J. DeAlba - appraisal and testimony	25	00		
Clerk of Court - Court costs in #10,612 Equity (Woelfel & Demyan, Trustees, vs. Farmers National Bank of Annapolis)	26	00		
George B. Woelfel - fee for legal services rendered (Order 5/13/53)	1,000	00		
Clerk of Court - certified copies deeds	11	75		
Clerk of Court - recording various deeds	23	00		
Clerk of Court - recording order of satisfaction		50		
One-half Federal documentary stamps	11	00		
One-half State documentary stamps	11	00		
Mary M. Hoff - notary fees	1	00	1,617	37
To Trustees for Taxes, viz:				
1950 State and County taxes	120	11		
1951 State and County taxes	101	81	221	92
To Trustees for Liens, viz:				
James R. Pratt - in full for release of mortgage from Christopher Joyce and wife dated 4/1/19, and recorded in Liber W.N.W. No. 4 folio 341	45	00	45	00
BALANCE FOR DISTRIBUTION - $17,334.82				
Distributed as follows:				
To heirs of Thomas W. Upton, viz:				
(1) Lonetta O. Stinchcomb - daughter - one-sixth	2,889	14		
(2) Chester W. Upton, son - one-sixth	2,889	13	5,778	27
To heirs of Stella Gerhardt Upton - two-thirds of $17,334.82 - $11,556.55				
LESS Claims of Fred Keuthe and Harold Bunker 846.07				
Balance distributed to heirs of Stella Gerhardt Upton $10,710 48				
~~as follows:~~				

(1) Frank H. Gerhardt, son - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(2) Robert J. Gerhardt, son - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(3) William H. Gerhardt, son - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(4) Marie Ida Stone, daughter - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(5) Jeannette B. Brock, daughter - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(6) Margaret A. Keller, daughter - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(7) Delmar H. Reis, daughter - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
(8) Mary L. Gerhardt, daughter - one-eighth	$1,338.81				
Less direct inheritance tax	13.39	1,325	42		
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		107	12	10,710	48
To George B. Woelfel, Administrator of Stella G. Upton - in full payment balance due on following claims filed against Estate of Stella G. Upton, as per Order of 6/5/53, viz:					
Fred Keuthe		82	42		
Harold Bunker		763	65	846	07
				20,016	96

51

with George B. Woelfel and John Demyan, Jr., Trustees Cr.

1951				
Nov.	2	Proceeds of Sale	20,000 00	20,000 00
		Refund 1951 State and County taxes	16 96	16 96
				20,016 96

ORDER NISI LIBER 82 PAGE 464

Chester W. Upton,
et al
VERSUS
Frank H. Gerhardt,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,102 Equity.

ORDERED, This 10 day of June, 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 20 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of July next.

John H. Hopkins, 3rd, Clerk.

Filed 21 July, 1953. Filed 10 June, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of July, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
judge

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 10,102 Chester W. Upton Frank H. Gerhardt

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of July, 1953. The first insertion being made the 18th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9199

54

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,102 Equity
CHESTER W. UPTON, et al,
Vs.
FRANK H. GERHARDT, et al.

Ordered, this 10th day of June, 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 20th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of July next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
jy-2

Filed 21 July, 1953

Lottie Violet Baliles, 229 Maryland Avenue, Beverley Beach, Anne Arundel County, Md.	:	No. 10,482 Equity
vs.	:	In the
Lawrence A. Shaw, 3412 Newton Street, Apt. 2, Mt. Rainier, Maryland Business address: 3816-34th St., Mt. Rainier, Maryland,	:	Circuit Court
and	:	for
Mary M. White, c/o John S. White, Esq., Professional Building, Hyattsville, Maryland.	:	Anne Arundel County

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

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Oratrix humbly complaining says:

1.

That on or about the 9th day of August, 1948, Mary M. White, unmarried, agreed to sell unto your Oratrix and one Lawrence A. Shaw, as joint tenants,

> "All those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, designated as Lots Numbered Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Section "L" on the plat of Beverley Beach, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 1, folio 52, now filed in Cab. 1, Rod R, folio 8, see also revised plat filed in Cab. No. 1, Rod A-5, folio 16, said lots having an aggregate frontage of 209.4 feet on Maryland Avenue, and being irregular in depth, all as shown on the aforesaid plats."

At and for the sum of $6400 on account of which said purchase price $3400 was paid in cash and the residue was to be paid in equal monthly installments of $25 each as will more fully appear by reference to the original conditional contract of sale filed herewith as Plaintiff's Exhibit No. 1.

Filed 22 May, 1952

2.

That your Oratrix and the other joint tenant have paid on account of the said conditional contract of sale and have reduced the same to $1907.37.

3.

That John S. White who is the solicitor for his sister, one of the defendants in this case, has advised your Oratrix by copy of a letter dated April 18th, 1952, to Mr. Lawrence A. Shaw, that the contract is now five weeks in arrears besides there is the sum of $57.02 owing for taxes as will more fully appear by reference to the copy of the said letter filed herewith as Plaintiff's Exhibit No. 2.

4.

That irreconcilable differences have arisen between the joint tenants to this contract and your Oratrix, because the said property cannot be divided in kind without material loss or injury, desires that a trustee be appointed by this Honorable Court to sell said property for the purpose of partition and out of the proceeds thereof, that the said Mary M. White be awarded her unpaid balance and that the remainder be divided between the joint tenants.

5.

That neither your Oratrix or Lawrence A. Shaw will make any more of the monthly payments because they feel that the other joint tenant would inure from the benefit of said payment but your Oratrix stands ready, willing and able to pay off the entire balance at this time provided the said Mary M. White would assign the contract of sale to her or to some person she would designate.

To the end therefore:

1. That the property herein described may be sold for the purpose of partition and out of the proceeds thereof that the said Mary M. White be paid her unpaid balance and be required to execute a deed and that the balance of the money arising from the said sale be

divided between the joint tenants in said contract mentioned.

2. Or that said Mary M. White be required to file in this court the balance due upon her contract and that your Oratrix be permitted to pay off said contract and have the said Mary M. White's interest assigned to her and that the Trustee then proceed to sell said realty and from the proceeds thereof reimburse your Oratrix for the amount she was required to pay Mary M. White and that the balance be divided between the joint tenants.

3. And for such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel

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

THIS AGREEMENT made this 9th day of August, 1948, by and between MARY M. WHITE (unmarried), party of the first part, hereinafter termed the Vendor and LAWRENCE A. SHAW and LOTTIE VIOLET BALILES, as Joint Tenants, parties of the second part, hereinafter termed the Vendees.

WITNESSETH, that in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations the payment and receipt of which is hereby acknowledged, the parties do hereby agree as follows:

The Vendor agrees to sell to the Vendees and the Vendees agree to purchase from the Vendor the hereinafter described property upon the terms and conditions hereinafter set forth.

> "All those lots of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, designated as Lots Numbered Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), Section "L" on the plat of Beverley Beach, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 1, folio 52, now filed in Cabinet 1, Rod R, folio 8, see also revised plat filed in Cabinet No. 1, Rod A-5, folio 16." Said lots having an aggregate frontage of 209.4 feet on Maryland Avenue, and being irregular in depth, all as shown on the aforesaid plats."
>
> Subject to the conditions and restrictions of record.
>
> Together with the buildings and improvements thereupon erected, made or being, and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

The Vendees agree to pay to the Vendor the sum of Three Thousand Dollars ($3,000.00) as evidenced by their joint and several promissory installment note of even date with these presents, made payable to the order of the Vendor in monthly installments of Forty Dollars ($40.00) payable on the 9th day of each and every month after date (with the privilege of making larger payments in any sum at any time), the said monthly payments to be applied first to the payment of interest at the rate of six

Plaintiff's Exhibit No. 1 Filed 22 May, 1952.

4

per centum per annum and the balance to the reduction of the principal sum.

The Vendees agree to pay all taxes and assessments heretofore or hereafter levied or to be levied against the said property, promptly as any such bills become due and payable. The Vendees agree further to keep the property insured in the sum of Four Thousand Dollars ($4,000.00) against loss by fire or windstorm in a reputable stock insurance company, the insurance policies to be made payable in the event of loss to the Vendor as her interest may appear.

Upon completion of the payment of the hereinbefore mentioned sum of Three Thousand Dollars ($3,000.00), together with interest at the rate of six per centum (6%) per annum, and all taxes and assessments, insurance premiums, etc., the Vendees shall be entitled to receive from the Vendor a Special Warranty Deed in the name of the said Vendees as Joint Tenants or in the name of either of them as they may elect. All expenses incident to the appropriate conveyancing and recording as well as all charges which may be assessed to cover revenue stamps, documentary stamps, etc., shall be paid and borne by the Vendees.

The Vendees agree to keep the house and grounds in good condition and repair and further agree not to remove anything from any of the said lots or the house that will in any way depreciate the value without the written permission of the Vendor first had and obtained. The aforegoing clause covers all trees, shrubbery and other improvements placed on the house or premises by whomsoever placed. The Vendees agree that they will not assign this agreement or sub-let any portion of the premises without the written permission of the Vendor first had and obtained.

The Vendees agree further that if default be made in fulfilling this agreement or any part thereof on the part of the Vendees then the Vendor shall be at liberty to consider

this contract as forfeited and annulled, and if the Vendees or any agent or tenant of the Vendees shall be in possession of said premises at the time of any such default the Vendor shall have full and ample right to proceed against anu such person in possession and remove him, her, or them from the premises in the manner now provided by the Laws of Maryland for the removal of persons forcibly entering into the possession of and detaining or forcibly detaining the said premises. Should the Vendor by reason of any default declare this contract forfeited or annulled all payments theretofore made by the Vendees shall be considered forfeited and shall be retained by the Vendor as liquidated damages in lieu of rent for the occupancy of the said premises.

All charges for legal services performed in connection with this contract, including the recording of same, if the Vendees elect to have same recorded, and all charges for revenue stamps and documentary stamps which may be collected by the recording officials, shall be paid and borne by the Vendees.

It is agreed further that all conditions contained in this agreement shall apply to and bind the respective heirs, executors, administrators and assigns of the parties hereto.

Any waiver of the breach of any of the provisions of this agreement by the Vendor shall not be considered or construed as a waiver of any subsequent or additional violations of the provisions of this agreement.

The Vendees hereby designate and appoint John S. White, Attorney-at-Law, of Hyattsville, Maryland, as their legal representative, agent and representative to release this agreement from the Land Records (if recorded) in the event the said John S. White is notified of any breach of this agreement by the Vendor and after notifying the Vendees of such determination on the part of the Vendor, notice addressed to the last known address of the Vendees being placed in the United States mail being adequate and

6

and sufficient notice to meet the requirements of this provision.

WITNESS the hands and seals of the parties hereto this 9th day of August, 1948.

Test:

Bernice S. Ruckle — Mary M. White (SEAL)
Mary M. White, Vendor

Bernice S. Ruckle — Lawrence A. Shaw (SEAL)
Lawrence A. Shaw, Vendee

Bernice S. Ruckle — Lottie Violet Balliles (SEAL)
Lottie Violet Balliles, Vendee

STATE OF MARYLAND,
COUNTY OF PRINCE GEORGE'S, SS:

I HEREBY CERTIFY that Mary M. White, Lawrence A. Shaw and Lottie Violet Balliles, parties to the above agreement personally appeared before me in the aforesaid State and County and acknowledged this contract to be their act and deed.

IN TESTIMONY WHEREOF I have affixed my hand and Official Seal this 9th day of August, 1948.

BERNICE S. RUCKLE NOTARY PUBLIC PRINCE GEORGES CO. MD.

Bernice S. Ruckle
Notary Public, State of Maryland.

My commission expires May 2nd, 1949.

7

April 18th, 1952.

Mr. Lawrence A. Shaw,
3412 Newton Street,
Mt. Rainier, Maryland.

Dear Larry:-

Several months ago I reminded you by letter that the 1952 taxes on the Beverly Beach property were due and that interest would commence to run in the month of April.

I trust you have not overlooked my letter and for that reason I am taking this particular occasion to again remind you as I naturally dislike very much to see you being called upon to pay interest unnecessarily. The interest on the County portion of the taxes for the month of April is one per cent and for the month of May it will be one and one-half per cent and it will continue to increase at the rate of one-half per cent each month up until December when it will reach five per cent per month. The State portion of the tax bill will commence to run in October at the rate of one-half per cent and it will increase at the rate of one-half per cent per month until December when it will reach the figure of one and one-half per cent. For your further information the County portion of the tax bill is $57.02 and the State portion of the bill is $2.03, the remaining portion of the bill, that is $9.73, is apparently not included in the interest bearing column.

I assume you will take care of these taxes in the very near future and I will await receipt of the necessary remittance from you.

Nothing has been received since January 10th on account of the loan but, of course, I do not suppose it is necessary to remind you of this, but I thought it well to bring it to your attention in this manner as I am forwarding copy of this letter to Violet as I want her to thoroughly understand the status of things.

Trusting you have been well and with kindest regards, I am

Very truly yours,

JSW/BSR

Plaintiff's Exhibit No 2 Filed 22 May, 1952

LIBER 82 PAGE 473

LOTTIE VIOLET BALILES, Complainant	:	No. 10482 Equity
vs.	:	In the
LAWRENCE A. SHAW	:	Circuit Court
and	:	for
MARY M. WHITE. Defendants	:	Anne Arundel County.

DEMURRER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Mary M. White, by her attorney, John S. White, respectfully Demurs to the whole Bill of Complaint and for cause says:

1. That the Complainant on the face of the Bill of Complaint has indicated that any contract that might have been in existence between her and the Defendant, Mary M. White, is in default and therefore there has been a failure of title insofar as the Complainant is concerned and that she is not privileged to bring this suit.

2. The Complainant has made reference in Paragraph One (1) of the Bill of Complaint to a Conditional Contract in the sum of Sixty-four Hundred Dollars ($6400.00) and states that she has filed a copy of the said contract as a part of her Bill of Complaint in the face of the fact that there is no such contract in existence between the Complainant and Mary M. White, and, further, at no time was there ever any agreement of any sort calling for payments of Twenty-five Dollars ($25.00) per month.

3. That the allegation contained in Paragraph Three (3) of the Bill of Complaint that John S. White under date of April 18th, 1952 in a letter to Lawrence A. Shaw stated that the contract was five weeks in arrears and that a copy of such letter had been made part of the Bill of Complaint, is totally in error, as no such letter was ever written, the only reference made at any time to any contract being in arrears in the letter of April 18th, 1952, was one stating that no payments had been received

Filed 16 June, 1952

on account of the contract since January 10th, 1952, and that the taxes to Anne Arundel County were over due and unpaid as of the said date of April 18th, 1952, and a copy of the said letter of April 18th, 1952 was addressed to the Complainant and was received by her.

4. That the Complainant is not privileged to bring this suit after default in the contract and without ever having up until this time made any proffer of the unpaid balance due Mary M. White under the existing contract which contract has been invalidated by the delinquency of the Complainant.

5. That there is no basis whatever for the second prayer for relief which would require Mary M. White to file in Court the balance due upon the contract.

Respectfully submitted,

John S. White,
Professional Building
Hyattsville, Maryland,
Attorney for Defendant, Mary M. White.

STATE OF MARYLAND,
COUNTY OF PRINCE GEORGE'S, SS:

This is to certify that John S. White, the attorney who filed the aforegoing Demurrer, personally appeared before me and under oath stated that this Demurrer was not filed for the purpose of delay.

In testimony whereof I have affixed my hand and seal this 13th day of June, 1952.

Bernice S. Dudley
Notary Public, Mayland.

Copy of the aforegoing Demurrer and Affidavit was placed in the United States mail addressed to George B. Woelfel, Esq., Annapolis, Maryland, attorney for the Complainant, this 13th day of June, 1952.

John S. White.
Attorney for Defendant
Mary M. White.

10

LIBER 82 PAGE 475

LOTTIE VIOLET BALILES,	*	NO. 10,482 EQUITY
Plaintiff	*	
VS.	*	IN THE
LAWRENCE A. SHAW, and MARY M. WHITE,	*	CIRCUIT COURT
	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY

* * * * *

ANSWER TO BILL OF COMPLAINT

* * * * *

Filed 18 July, 1952

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lawrence A. Shaw, one of the Defendants in the above entitled cause, by C. Osborne Duvall, his solicitor, to the Bill of Complaint in this Court exhibited against him respectfully represents unto Your Honors:

1. That on or about August 9, 1948, Mary M. White, unmarried, did agree to sell to the Plaintiff and Defendant the property described in the contract of sale heretofore filed with the Bill of Complaint as " Plaintiff's Exhibit No. 1 " for the total price of $ 6700.00, on account of which purchase price this Defendant paid from his own funds the sum of $ 3700.00 and that on account of the balance of the purchase price this Defendant made payments as more particularly hereinafter set forth.

2. That the Plaintiff did not make any payments on account of the said contract of sale as alleged in paragraph two (2) of said Bill of Complaint but that this Defendant has paid with his own funds the sum of $ 1640.00 over a period of time toward the payment of principal and interest due on the unpaid balance under the terms of the aforesaid contract of sale by monthly payments of $ 40.00 each; but that the unpaid balance under the contract is approximately correct.

3. That this Defendant admits the allegations of paragraph three (3) of said Bill of Complaint and avers that the said letter speaks for itself.

11

4. That this Defendant admits that irreconcilable differences have arisen between the Plaintiff and this Defendant, that the property cannot be divided in kind without material loss or injury, that a trustee or trustees should be appointed to sell said property for the purpose of partition and that the said Mary M. White should be awarded the unpaid balance found to be and owing to her, but that the interest, if any, of the said Plaintiff in the property should be impressed with a lien in favor of this Defendant for such sums as have been expended by him as hereinbefore set forth and as will be hereinafter more particularly set forth which represent more than one half of the funds expended for the purchase of the said property, the expenses, maintenance and improvement of the said property.

5. That this Defendant admits that neither the Plaintiff nor this Defendant will make any more monthly payments for fear such action may inure to the benefit of the other party but this Defendant denies that the Plaintiff is ready willing or able to pay the balance due under the said contract of sale, for the Plaintiff has never made any payments on said contract.

6. And further answering said Bill of Complaint generally this Defendant avers that he has made the following payments with his own funds toward the contract price, for taxes, insurance, attorney's fees, maintenance and improvements to said property as hereinafter indicated: down payment for property, $ 3700.00; payments on account of principal and interest on unpaid balance of purchase price, $ 1640.00; attorneys' fees, $ 187.90; State and County Taxes, $ 182.28; insurance premiums, $ 216.00; paints for improvements to and maintenance of property, $42.59; lumber for improvements to and maintenance of property, $ 121.04; hardware for improvements to and maintenance of property, $ 54.86; digging well for water, $ 175.00; cost of pump, $ 104.00; installing pump, $ 46.00; sink and trap, $ 119.65; plumber, $ 152.20; glass door, $ 6.01; French doors, $ 20.00; screen doors, $ 28.50; outside lamp post, $ 27.60; drain pipe in driveway, $ 14.50; materials for brick and stucco under house, $ 172.00; materials for ceiling in house, $ 73.18; survey of property, $ 16.00; miscellaneous for

electric light wire, sink cover, locks and bolts, tools, plumber, cement, a window and cleaning latrine, $ 32.54. That the Plaintiff did not pay any part of the above expenses.

Wherefore, having fully answered said Bill of Complaint, this Defendant prays the same be dismissed with his costs.

And as in duty bound, etc.

C. Osborne Duvall
Maryland Hotel Bldg.
Annapolis, Maryland

SOLICITOR FOR DEFENDANT,
LAWRENCE A. SHAW

I hereby certify, that I have this 18th day of July, 1952, mailed a copy of the foregoing Answer to Bill of Complaint to George B. Woelfel, Esq., 9-11 School Street, Annapolis, Maryland, Solicitor for Plaintiff, and a copy to John S. White, Esquire, Professional Building, Hyattsville, Maryland, Solicitor for Defendant, Mary M. White.

Solicitor for Defendant,
Lawrence A. Shaw

LOTTIE VIOLET BALILES,	*	NO. 10,482 EQUITY
Plaintiff and Cross-Defendant	*	IN THE
	*	
VS.		CIRCUIT COURT
	*	
LAWRENCE A. SHAW,		FOR
	*	
Defendant and Cross-Plaintiff	*	ANNE ARUNDEL COUNTY

* * * * *

CROSS BILL OF COMPLAINT

* * * * *

Filed 18 July, 1952

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your, orator, complaining says:

1. That on or about August 9, 1948, your orator and the Cross-Defendant entered into a contract with Mary M. White, unmarried, to purchase as joint tenants, certain lots and improvements at Beverly Beach, Anne Arundel County, Maryland, at and for the sum of $ 6700.00 of which your orator paid $ 3700.00 at or before the signing of the contract. The original contract of sale is filed with the Bill of Complaint hereinbefore filed in this Honorable Court as " Plaintiff's Exhibit No. 1 " and is prayed to be taken as a part hereof.

2. That the said contract of sale was executed to your orator and Cross-Defendant as " joint tenants " solely for the purpose of enabling your orator to deal with said property free and clear of the inchoate dower interest of his wife from whom he has since been divorced.

3. That pursuant to the understanding reached as aforesaid your orator in addition to the $ 3700.00 down payment made on said property as set forth in paragraph one of the Cross Bill of Complaint has made all payments on account of principal and interest on the unpaid balance of the purchase price to the amount of $ 1640.00 and in addition thereto has paid all of the expenses of operation, maintenance and improvements made to the property to the following ex-

14

tent: attorneys' fees, $ 187.90; State and County taxes, $ 182.28; insurance premiums, $ 216.00; paints for improvements to and maintenance of property, $ 42.59; lumber for improvements to and maintenance of property, $ 121.04; hardware for improvements to and maintenance of property, $ 54.86; digging well for water, $ 175.00; cost of pump, $ 104.00; installing pump, $ 46.00; sink and trap, $ 119.65; plumber, $ 152.20; glass door, $ 6.01; French doors, $ 20.00; screen doors, $ 28.50; outside lamp post, $ 27.60, drain pipe in driveway, $ 14.50; materials for brick and stucco under house, $ 172.00; materials for ceiling in house, $ 73.18; survey of property, $ 16.00; miscellaneous for electric light wire, sink cover, locks and bolts, tools, plumber, cement, a window and cleaning latrine, $ 32.54.

4. That your orator has the sole beneficial equitable interest in the aforesaid property and the Cross-Defendant has not contributed to any part of the purchase price, expenses, maintenance, and improvements of the property.

5. That said property cannot be divided in kind without material loss or injury.

To The End Therefore:

(a) That this Honorable Court decree that your orator owns the sole equitable interest in the property free and clear of any interest of the said Lottie Violet Baliles.

(b) That in the alternative this Honorable Court may decree that the property be sold for the purpose of partition and that the holder of the legal title be paid such sums as may be found to be due her from the proceeds of said sale.

(c) That the interest of the said Lottie Violet Baliles, if any, be impressed with a lien in favor of your orator to the extent that payments made by your orator on the said contract and for taxes, insurance, maintenance and improvements exceed one-half of said expenditures.

15

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

And as in duty bound, etc.

C. Osborne Duvall
Maryland Hotel Bldg.
Annapolis, Maryland

SOLICITOR FOR CROSS-PLAINTIFF,
LAWRENCE A. SHAW

I hereby certify that I have this 18th day of July, 1952, mailed a copy of the foregoing Cross-Bill of Complaint to George B. Woelfel, Esq., 9-11 School Street, Annapolis, Maryland, Solicitor for Plaintiff and Cross-Defendant, and a copy to John S. White, Esquire, Professional Building, Hyattsville, Maryland, Solicitor for the Defendant, Mary M. White.

SOLICITOR FOR DEFENDANT and
CROSS-PLAINTIFF, LAWRENCE A. SHAW

Lottie Violet Baliles, Pln. and Cross Def.	:	No. 10,482 Equity
vs.	:	In the Circuit Court for Anne Arundel County
Lawrence A. Shaw, Def. and Cross Pln.	:	

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

ANSWER TO CROSS BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

The answer of Lottie Violet Baliles, cross defendant, to the cross bill of complaint in this Honorable Court filed against her, respectfully shows:

1.

That this Cross Defendant admits that she and the Cross Plaintiff entered into a contract with Mary M. White, unmarried, to purchase as joint tenants, certain lots at Beverly Beach. That she denies that $6700 was the purchase price but on the contrary alleges that $6400 was the purchase price on account of which said amount she contributed $1700 which was one-half of the down payment and the Cross Plaintiff contributed the other $1700.

2.

This this Cross Defendant emphatically denies that the contract of sale executed as joint tenants was solely for the purpose of enabling the Cross Plaintiff to deal with said property free and clear of the wife's inchoate right of dower but on the contrary alleges that at the time of the execution of the contract not only was the Cross Plaintiff a married man but she was a married woman and by his intrigue, his caresses and otherwise he inveigled her to leave her home and come to live with him at Beverly Beach and that if she made her contribution toward the purchase price that he would maintain the other payments and the property would be held in such a manner that if he died she would be the owner and that if she died the title would devolve upon him and that during their lifetime it

Filed 25 Aug., 1952.

17

would be a fifty-fifty matter and thus they continued until the Cross Complainant became involved in an illegal business which the Cross Defendant could not tolerate and as a result thereof the Cross Complainant left your Cross Defendant stranded at Beverly Beach and has ever since tried to take away the property and household furnishings from her.

3.

That this Cross Defendant has no means of telling how much the Cross Complainant paid on account of various improvements nor can she state exactly how much she paid, in other words, both were living there together and there was no understanding that he was to get any more out of the proceeds than she was.

4.

This Cross Defendant denies that the Cross Plaintiff has the sole beneficial equitable interest in the aforesaid property and that she has not contributed toward the purchase price and further answering this paragraph in general this Cross Defendant alleges that the Cross Complainant has no beneficial interest in it other than one-half thereof because he comes into equity with unclean hands.

5.

This Cross Defendant admits that the property cannot be divided in kind without material loss or injury.

And having answered said cross bill of complaint as fully as she is advised is necessary she prays that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel

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

I hereby certify that a copy of the aforegoing answer was mailed to C. Osborne Duvall, Esq., Md. Hotel Bldg., Annapolis, Md., Solicitor for Lawrence A. Shaw, this 22nd day of August, 1952.

George B. Woelfel

George B. Woelfel

18

Lottie Violet Baliles	)(	No. 10,482 Equity
	)(	In the Circuit Court
vs.	)(	for
Lawrence A. Shaw	)(	Anne Arundel County

ORDER OF COURT OVERRULING DEMURRER

The demurrer of Mary M. White to the bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this thirteenth day of November, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said demurrer be, and the said is hereby, overruled, and that the said Mary M. White have fifteen days in which to answer said bill of complaint.

JUDGE

Filed 13 Nov., 1952

19

LOTTIE VIOLET BALILES	:	NO. 10,482 EQUITY
vs.	:	IN THE
LAWRENCE A. SHAW	:	CIRCUIT COURT
and	:	FOR
MARY M. WHITE	:	ANNE ARUNDEL COUNTY

ANSWER OF MARY M. WHITE TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Defendant, Mary M. White, by her attorney, John S. White, for Answer to the Bill of Complaint heretofore filed in the aforegoing cause, respectfully says:-

1. The Defendant admits that on August 9th, 1948 she entered into an Agreement to sell to Lottie Violet Baliles and Lawrence A. Shaw, as joint tenants, the property set forth in the first paragraph of the Bill of Complaint; the Defendant denies that the sale price of the property, as set forth in the Agreement of August 9th, 1948, was Six Thousand Four Hundred Dollars ($6,400.00) but, on the contrary, says that the pruchase price set forth in the said Agreement was Three Thousand Dollars ($3,000.00), payable in monthly installments of Forty Dollars ($40.00), which was to be applied first to the payment of interest at the rate of six per-centum (6%) per annum and the balance to be credited to the reduction of the principal sum. The Defendant says further that there is no provision in the aforesaid Agreement for any payment of Twenty-five Dollars ($25.00) per month, as set forth in the first paragraph of the Bill of Complaint.

2. The Defendant says that the balance of the principal sum payable under the saidAgreement, as of January 10th, 1952, is One Thousand Nine Hundred and Six dollars and ninety-five cents ($1,906.95).

3. The Defendant admits that under date of April 18th, 1952 her attorney,John S.White, advised the co-Defendant,Lawrence A. Shaw, that no payments had beem received on account of the purchase price of the property since January 10th, 1952, and in the

Filed 22 Nov., 1952

20

said letter of April 18th, 1952, the said Lawrence A. Shaw was advised further that the taxes for 1952, payable to Anne Arundel County and the State of Maryland, had not been paid and that interest would commence to run in the month of April 1952; the Defendant says further that a copy of the said letter of April 18th, 1952, addressed to Lawrence A. Shaw, was sent to the Plaintiff, Lottie Violet Baliles under date of April 18th, 1952; the Defendant says further that she is not the sister of her solicitor, John S.White, but rather his daughter.

4. The Defendant admits the allegation contained in Paragraph Four (4) of the Bill of Complaint that differences have arisen between the joint tenants under the Agreement with the said Mary M. White but that she is not in a position to state whether such differences are irreconcilable and further that if such differences are, in the opinion of the Court, irreconcilable and that a partition is necessary,she has no objection to Trustees being appointed to sell the property for the purpose of partition and payment to her of her proper proceeds, together with interest in accordance with the provisions of the Agreement, from January 10th, 1952, on the sum of One Thousand Nine Hundred and Six Dollars and ninety-five cents ($1,906.95) to the date of actual distribution of proceeds and payment of all accrued taxes and charges of any and every nature appertaining to the transaction, as well as payment of a reasonable counsel fee to John S. White, the attorney for the Defendant, Mary M. White.

5. The Defendant neither admits nor denies the allegation contained in Paragraph Five (5) of the Bill of Complaint to the effect that neither Lottie Violet Baliles nor Lawrence A.Shaw will make any more of the payments required under the Agreement, nor is the Defendant in a position to admit or deny the allegation that Lottie Violet Baliles stands ready and willing to pay off the balance due the Defendant, Mary M. White, as no such proffer has

21

been made to her.

The Defendant having fully Answered the Bill of Complaint prays that she be dismissed with her costs.

Respectfully submitted.

John S. White,
Attorney for Defendant,
Mary M. White.

22

MARY M. WHITE,	:	
Cross-Plaintiff	:	NO. 10,482 EQUITY
vs.	:	IN THE
LOTTIE VIOLET BALILES	:	CIRCUIT COURT
and	:	FOR
LAWRENCE A. SHAW,	:	ANNE ARUNDEL COUNTY
Cross-Defendants	:	

CROSS-BILL OF COMPLAINT OF MARY M. WHITE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Cross-Plaintiff, Mary M. White, by her attorney, John S. White, complaining says:

1. That on or about August 9th, 1948, the said Mary M. White entered into an Agreement with Lottie Violet Baliles and Lawrence A. Shaw for the sale of property in the sub-division of Beverly Beach in the First Election District of Anne Arundel County, Maryland, known as Lots Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) in Section "L" on the Plat of Beverly Beach, for the sum of Three Thousand Dollars ($3,000.00), payable in monthly payments of Forty Dollars ($40.00) per month, with interest at the rate of six per centum (6%) per annum, to be applied first to the payment of interest and the balance to be credited to the reduction of the principal sum.

2. That the joint co-Defendants have reduced the principal sum from Three Thousand Dollars ($3,000.00) to One Thousand Nine Hundred and Six Dollars and ninety-five cents ($1,906.95), as of January 10th, 1952, and that no payments have been received on account of their Agreement since the said date of January 10th, 1952, and that the taxes have not been paid for the year 1952 to the State of Maryland and to Anne Arundel County.

3. That both of the co-Defendants, Lottie Violet Balies and Lawrence A. Shaw, have declined and refused to make any further payments on account of the aforesaid Agreement of August 9th, 1948, nor have either of the said co-Defendants paid the taxes

Filed 22 Nov, 1952

23

which have accrued for the year 1952 on the said property, nor have the co-Defendants, or either of them, proffered payment to liquidate the Agreement in full.

4. That as a result of the failure of the co-Defendants to carry out their Agreement and, further, as a result of the action of the co-Defendant, Lottie Violet Baliles, in filing her original Bill of Complaint in this Honorable Court for the purpose of effecting a partition of the property, the Cross-Plaintiff, Mary M. White, has been compelled to participate in these legal proceedings without any fault or short-coming on her part and that she has been compelled to employ counsel to represent her in the proceedings and to protect her interest therein.

WHEREFORE, the premises considered, the Cross-Plaintiff, Mary M. White, prays, -

1. That Trustees be appointed to sell the property covered in the Agreement of August 9th, 1948, at the earliest possible date and to pay to the Cross-Plaintiff, Mary M. White, out of the proceeds of said sale, the sum of One Thousand Nine Hundred and Six Dollars and ninety-five cents ($1,906.95), plus interest at the rate of six percentum (6%) per annum from January 10th, 1952, plus a reasonable sum as attorney's fees to her solicitor of record, John S. White.

2. And for such other and further relief as her case may require.

AND AS IN DUTY BOUND, etc.

John S. White,
Attorney fpr Cross-Plaintiff,
Mary M. White.

24

Mary M. White Cross Plaintiff	:	No. 10,482 Equity
vs.	:	In the
Lottie Violet Baliles and Lawrence A. Shaw Cross Defendants	:	Circuit Court for Anne Arundel County

: : : : : : : : : :

ANSWER OF LOTTIE VIOLET BALILES TO CROSS BILL OF COMPLAINT OF MARY M. WHITE

To the Honorable, the Judge of said Court:

The answer of Lottie Violet Baliles to the cross bill of complaint of Mary M. White filed against her respectfully shows:

1.

This Respondent admits the allegation contained in paragraph one of said cross bill of complaint with the exception of the purchase price.

2.

This Respondent admits that there is due and owing to the Cross Plaintiff the sum of $1906.95 as of January 10th, 1952.

3.

This Respondent admits the allegations contained in paragraph three of said cross bill of complaint and further answering states she stands ready and willing to pay off the full indebtedness as heretofore set forth in her complaint, provided the said conditional contract of sale be assigned to her with or without recourse.

4.

This Respondent admits the allegation contained in paragraph four of said cross bill of complaint.

And having answered said cross bill of complaint as fully as she is advised is necessary she prays that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel,
Solicitor for Lottie Violet Baliles

Filed 4 Dec., 1952

John S White

25

MARY M. WHITE,	*	NO. 10,482 EQUITY
Cross-Plaintiff,	*	
vs.	*	IN THE
LOTTIE VIOLET BALILES	*	CIRCUIT COURT
and	*	
LAWRENCE A SHAW,	*	FOR
Cross-Defendants	*	ANNE ARUNDEL COUNTY

* * * * * * *

ANSWER TO CROSS BILL OF COMPLAINT
OF MARY M. WHITE

* * * * * * *

Filed 19 Jan, 1953

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Lawrence A. Shaw, a Defendant, Cross-Plaintiff, and Cross-Defendant, in the above entitled cause, by C. Osborne Duvall, his solicitor, to the Cross-Bill of Complaint of Mary M. White, in this Court exhibited against him respectfully represents unto Your Honors:

1. That he admits the allegations contained in paragraph one (1) of said Cross Bill of Complaint except as to the amount of the purchase price which he alleges was $6,700.00.

2. That he admits the balance alleged to be due and owing as of January 10th, 1952, under the said contract and that the taxes for the year 1952 have not be paid but denies that the reduction under the contract was effected by the Co-Defendants to this Bill of Complaint but avers that such reduction was effected soley by this Cross-Defendant, Lawrence A. Shaw.

3. That he admits the allegations contained in paragraph three (3) of said Cross Bill of Complaint

4. That he admits the allegations contained in paragraph four (4) of said Cross Bill of Complaint.

Wherefore, having fully answered said Cross Bill of Complaint, this Cross-Defendant prays the same be dismissed with his costs.

And as in duty bound, etc.,

C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Cross-Defendant,
Lawrence A. Shaw

I hereby certify that I have this 17th day of January, 1953, mailed a copy of the foregoing Answer to Cross Bill of Complaint of Mary M. White to John S. White, Esquire, Professional Building, Hyattsville, Maryland, Solicitor for Mary M. White.

Solicitor for Cross-Defendant,
Lawrence A. Shaw

27

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

LOTTIE VIOLET BALILES, PLAINTIFF.	:	
VS.	:	
LAWRENCE A. SHAW, and MARY M. WHITE, DEFENDANTS.	:	
LAWRENCE A. SHAW, CROSS-PLAINTIFF.	:	
VS.	:	NO. 10,482 EQUITY
LOTTIE VIOLET BALILES, and MARY M. WHITE, CROSS-DEFENDANTS.	:	
MARY M. WHITE, CROSS-PLAINTIFF.	:	
VS.	:	
LOTTIE VIOLET BALILES, and LAWRENCE A. SHAW, CROSS-DEFENDANTS.	:	

Filed 19 Mar. 1953

:::::::

O P I N I O N

This case originated as a suit to sell a property for purposes of partition (Code of 1951, Article 16, section 170; Donnelly vs. Donnelly, 84 Atlantic 2d 89). It soon degenerated into a squabble over the proceeds of sale, and that is the way it shapes up now.

Lottie Violet Baliles met Lawrence A. Shaw in July, 1946. At that time they lived in Washington. She was a married woman with three children; he a married man. She was unemployed, except for her duties as a housewife; he was in what he calls an exterminating (rodents and insects) chemical service business. Their friendship soon ripened into intimacy.

28

Mrs. Baliles left her husband and got a job as a waitress in a restuarant. Mr. Shaw began having marital troubles with his wife. They began going to Beverly Beach. In the spring or early summer of 1948, they decided to buy a cottage there. They bought the property, or rather agreed to buy it, for sixty-four hundred dollars ($6400.00) (according to him), or sixty-seven hundred dollars ($6700.00) (according to her). They had all the purchase money except three thousand dollars ($3000.00). They went to see C. Osborne Duvall, Esquire, of the Anne Arundel County Bar, and asked him to arrange a loan for them and handle the transaction. They had bought the property as joint tenants, and wanted it conveyed to them that way. After making some investigation and doing some of the work, Mr. Duvall declined to handle the transaction. Mrs. Baliles and Mr. Shaw then went to John S. White, Esquire, of the Prince George's County Bar. Mr. White's daughter, Miss Mary M. White, had three thousand dollars ($3000.00) to loan. Mr. White took that three thousand dollars ($3000.00), added to it the part of the purchase money furnished by Mrs. Baliles and Mr. Shaw, settled with the owners from whom Mrs. Baliles and Mr. Shaw had bought the property, had said owners convey said property to the said Mary M. White, and then had the said Mary M. White sell said property to the said Lawrence A. Shaw and Lottie Baliles, as joint tenants, at and for the price and sum of three thousand dollars ($3000.00) to be paid with interest in installments of forty dollars ($40.00) a month. This contract was dated August 9, 1948. Mr. Shaw and Mrs. Baliles took possession of said property, and, at first, only spent the week-ends down there. When they got it fixed up, however, they moved in. Mrs. Baliles gave up her job in Washington, and Mr. Shaw drove back and forth each day. Mr. Shaw paid the household expenses, gave Mrs. Baliles money to buy her clothes,

29

paid Mr. White forty dollars ($40.00) a month for forty-one months, and also paid some taxes and insurance premiums. This continued for a little over three years. What they call "irreconcilable differences" then arose. Mr. Shaw moved out.

Mrs. Baliles on May 22, 1952, filed her bill of complaint against Mr. Shaw and Miss White asking that the property be sold for purposes of partition, that the balance due Miss White be paid out of the proceeds of sale, and the remainder divided between her and Mr. Shaw. Mr. Shaw answered, admitted that he and Mrs. Baliles had purchased the property as joint tenants, but asserted that he had contributed more than half of the purchase money and carrying charges. He then filed a cross-bill, wherein he made about the same allegations as those he made in his answer, and prayed, first, that he be declared to own the whole equitable interest in and to the property, or, in the alternative, that the property be sold, and, after the payment of the balance due Miss White, that the interest of Mrs. Baliles be impressed with a lien in his favor to the extent that the payments made by him exceeded one-half of said expenditures. Mrs. Baliles answered this cross-bill, and alleged that she had paid one-half of the original payment of thirty-four hundred dollars ($3400.00), that they had purchased the property so that they could go there to live, that the property was purchased as joint tenants so that "if he died, she would be the owner", and that "if she died, the title would devolve upon him." After I overruled Miss White's demurrer to Mrs. Baliles' original bill, she answered and then filed a cross-bill for the sale of the property to enforce her lien for the unpaid purchase money.

The case was tried in open court. The testimony very definitely establishes (1) that regardless of who put up the original downpayment, Mr. Shaw and Mrs. Baliles purchased this

property for the definite and fixed purpose of going there to live, notwithstanding that both knew that they could not marry, and (2) that they did go there and live together unlawfully. The case, as I see it, is directly in line with Baxter vs. Wilburn, 172 Maryland 160. There, a man bought a house and had it conveyed to a woman with whom he was engaged in an illicit relationship. He had her execute a mortgage to him for the amount of the purchase money, but withheld it from the record, it being agreed that it should be recorded only in case of her death first. They quarrelled and separated. The man then filed a bill against her praying that she discover what she had done with the mortgage, and that, if it had been destroyed, the amount thereof be declared a lien on the property in his favor, and the property be sold to enforce it. The court refused him any relief. Among other things, Chief Judge Bond, who wrote the court's opinion, said at page 164: "The arrangement was not a gift to the woman disassociated from the meretricious relationship, but provision of a house for living together in that relationship, and as the habitation of it. And this connection between the immorality and the conveyance and agreement must, in the opinion of this court, prevent the court's interfering. Equity must, in the words of many decisions, leave the parties as they have left themselves." I do not see any escape from that. I hold that even if Mr. Shaw contributed more than half the cost of the property and the expenses incident to carrying and improving it, he cannot recover any such overpayments.

Mr. Shaw's counsel argues that if the law, as determined in that case, prevents this court from granting him any relief, it, likewise, prevents it from granting Mrs. Baliles the relief she asks, namely, the sale of the property for purposes of partition. I cannot follow him in that. The suit for parti-

tion has nothing to do with the illicit relationship of the parties. The court, by selling the property, is not promoting an illicit relationship - on the contrary, it is eliminating the place where it was carried on.

The case of Maskell vs. Hill, 189 Maryland 327, does not help Mr. Shaw; but, as I understand it, very definitely sustains Mrs. Baliles' position. There, a man, who was engaged in an illicit relationship with a woman, bought a property and had it conveyed to himself and said woman under assumed names and as tenants by the entireties. They quarrelled and separated. The man, then, by a deed, purporting to have been executed by him and the woman, but which was in reality a forgery as to her, conveyed the property to a strawman and had said strawman reconvey the property to him and his true wife as tenants by the entireties. The woman (Mrs. Hill), thereupon, filed her bill of complaint praying that said last named deed be declared void, that the man be required to account for the rents of the property which he had received since the separation, and that the property be sold for purposes of partition. Mr. Maskell made exactly the same defense that Mr. Shaw now makes, namely, that the court should refuse to aid either party in establishing their right to the property. And the court, after reviewing all the authorities including Baxter vs. Wilburn, supra, reaffirmed its position, saying at page 334: "It therefore follows from the principle adopted by this court that where by reason of an illicit relationship the parties place themselves in the situation of having property deeded to them for the purpose of continuing their illicit relationship, the equity courts should leave the parties 'where they have placed themselves' on the grounds of public policy. The court will neither set aside an executed contract, e. g., a deed, nor enforce an executory contract, e. g., a mortgage." And then a

little further down on page 335: "Neither on the bill to remove a cloud on her title, nor on a bill for sale in lieu of partition, would the illicit relations between the appellee and Maskell and the morality or immorality of her past life have any relevancy to the title acquired by her under the deed of August 14, 1937." And it held that Mrs. Hill was not only entitled to have the property sold, but to an accounting for the rents received by Mr. Maskell after the illicit relationship had terminated.

In Townsend vs. Morgan, 192 Maryland 168, Judge Delaplaine, after showing that "equity does not demand that suitors shall have led blameless lives," and that the maxim requiring a plaintiff to come with clean hands, is applied "not by way of punishment for past violations of the law, but upon considerations that make for justice," had this to say of Maskell vs. Hill, supra, page 176, namely: "In Maskell vs. Hill, 189 Md. 327, 55 A. 2d 842, where a married man and his mistress obtained a deed of real estate, in order to have a house in which to continue illicit relation, and subsequently a forged deed was executed purporting to have been executed by them conveying the realty to the married man, this Court held that the forged deed was a nullity and the mistress could maintain a bill to remove the deed as a cloud upon her title or a bill for sale in lieu of partition, notwithstanding the illicit relation."

I hold that the property must be sold, and, after the payment of (a) the costs and expenses of sale, (b) the taxes due on the property, and (c) the amount due Miss White, the balance must be equally divided between Mrs. Baliles and Mr. Shaw.

March 1962

Judge.

33

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

LOTTIE VIOLET BALILES, PLAINTIFF.	:	
VS.	:	
LAWRENCE A. SHAW, and MARY M. WHITE, DEFENDANTS.	:	
LAWRENCE A. SHAW, CROSS-PLAINTIFF.	:	
VS.	:	NO. 10,482 EQUITY
LOTTIE VIOLET BALILES, and MARY M. WHITE, CROSS-DEFENDANTS.	:	
MARY M. WHITE, CROSS-PLAINTIFF.	:	
VS.	:	
LOTTIE VIOLET BALILES, and LAWRENCE A. SHAW, CROSS-DEFENDANTS.	:	

Filed 19 Mar., 1953.

:::::::

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 nineteenth day of March, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in these proceedings be sold; that George B. Woelfel, C. Osborne Duvall and John S. White, Esquires, 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 or the clerk thereof in the penalty of seven thousand dollars ($7,000.00) 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 them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given notice thereof for three successive weeks by advertisement inserted in such weekly newspaper, or newspapers, published in said Anne Arundel County as they 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 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 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 trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free clear and discharged of all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said trustees shall bring into this court the money arising from said sale to be distributed as follows, that is to say: First, to the payment of the costs of this case, and the expenses of sale, including the usual commissions to the trustees, secondly, to the payment of the taxes due and owing on said property, thirdly, to the payment of the balance of nineteen hundred six and 95/100ths dollars ($1906.95), with interest from

35

January 10, 1952, due and owing the said Mary M. White, and the balance shall then be divided between the said Lottie Violet Baliles and Lawrence A. Shaw in equal shares.

Judge.

G 22056

LIBER 82 PAGE 501

No. 10,482 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, C. Osborne Duvall and John S. White, all 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 Seven Thousand Dollars ($7,000.00) 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 12th day of May, 1953.

Filed 12 May, 1953

WHEREAS by decree of the Circuit Court for Anne Arundel County in a cause entitled "Lottie Violet Baliles vs. Lawrence A. Shaw, et al", No. 10,482 Equity, dated March 19th, 1953, the above bounden Principals were appointed Trustees to make sale of the property mentioned in said proceedings, and whereas the said Principals 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 no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Mary M. Hoff
Mary M. Hoff

Margaret B. Hendrix
Margaret B. Hendrix

George B. Woelfel (SEAL)
George B. Woelfel

C. Osborne Duvall (SEAL)
C. Osborne Duvall

John S. White (SEAL)
John S. White

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate,

BY: John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact

SURETY

Approved this 12 May, 1953
John H. Hopkins, 3rd,
Clerk.

37

GEORGE W. SCIBI - - - - - - - - - - - - Auctioneer

LIBER 82 PAGE 502

TRUSTEES' SALE

— OF VALUABLE —

FEE SIMPLE PROPERTY

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County dated March 19th, 1953, and passed in a cause therein pending wherein Lottie Violet Baliles was plaintiff and cross-defendant, and Lawrence A. Shaw and Mary M. White were defendants, cross-plaintiffs and cross-defendants, No. 10,482 Equity, the undersigned were duly appointed Trustees to sell the realty hereinafter described and will sell the same at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MAY 12, 1953

AT 10 O'CLOCK, A.M.

All those lots of ground lying, being and situate in the First Election District of Anne Arundel County, State of Maryland, designated as Lots No. 7, 8, 9, 10 and 11, Section "L" on the plat of Beverley Beach, said plat being recorded among the Plat Records of Anne Arundel County in Liber FSR No. 1, folio 52, now filed in Cabinet No. 1, Rod A-5, folio 16, said lots having an aggregate frontage of 209.4 feet on Maryland Avenue and being irregular in depth; all as shown on the aforesaid plats. Lots 9, 10 and 11, Section "L" on the plat of Beverley Beach being the same property which by deed dated August 9, 1948, and recorded among the Land Records of the County aforesaid in Liber JHH No. 483, folio 410 was conveyed by Fredirick H. Signor and Lottie M. Signor, his wife, and the Beverley Beach Development Company to Mary M. White. Lots 7 and 8, Section "L" on the plat of Beverley Beach being the same property which by deed dated August 9th, 1948, and recorded among the Land Records aforesaid in Liber JHH No. 483, folio 414 was conveyed by Margaret A. Slater, single, and the Beverley Beach Development Company to Mary M. White.

Filed 12 May, 1953

IMPROVEMENTS: This property is improved by a one-story bungalow of frame construction with stucco exterior, concrete block foundation, sub-flooring without cellar, brick chimney, and having dimensions (including porches) of approximately 32 feet by 20 feet; this dwelling contains a living room, kitchen, inside lavatory and chemical toilet, 2 bedrooms, 2 glass-enclosed porches and is provided with running water and electricity.

TERMS OF SALE: A cash deposit of Five Hundred ($500.00) Dollars will be required from the purchaser on the date of sale, or all cash at the option of the purchaser, balance to be paid upon the ratification of the sale, the deferred payment to bear interest at the rate of 6 per cent from the date of sale and to be secured to the satisfaction of the Trustees, taxes to be adjusted to the date of sale.

For further particulars see the undersigned Trustees.

GEORGE B. WOELFEL,
9-11 School Street,
Annapolis, Md.,
Phone: 2282.

C. OSBORNE DUVALL,
Maryland Hotel Building,
Annapolis, Md.

JOHN S. WHITE,
Professional Building,
Hyattsville, Md.,
Phone: Warfield 7-1826.

Lottie Violet Baliles	:	No. 10482 Equity
vs	:	In the Circuit Court
Lawrence A. Shaw and Mary M. White	:	for
	:	Anne Arundel County

: : : : : : : : : :

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

: : : : : : : : : :

I hereby certify that upon this 12th day of May, in the year 1953, I sold the within described property unto George E. Bryant, - at and for the sum of Fifty-Six Hundred ($5600) - - - - - - - - - - - - - - - - Dollars, he being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Mary M. Hoff
Mary M. Hoff

George W. Scible (Seal)
George W. Scible, Auctioneer

Filed 12 May, 1953

I ~~or we~~ hereby certify that upon this 12th day of May, in the year 1953, I ~~we~~ purchased the within described property from George W. Scible, Auctioneer, at and for the sum of Fifty-Six Hundred ($5600) - - - - - - - - - - - - - - - Dollars and I ~~or we~~ do hereby agree to comply with the terms of said sale.

Witness my ~~our~~ hand and seal placed hereon the day and year first above written.

Witness:

Mary M. Hoff
Mary M. Hoff

George E. Bryant (Seal)

_____ (Seal)

Lottie Violet Baliles	:	No. 10482 Equity
	:	In the
vs.	:	Circuit Court
Lawrence A. Shaw and Mary M. White	:	for
	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, C. Osborne Duvall and John S. White, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 19th day of March, 1953, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in Anne Arundel County, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House Door, in the said City, on the 12th day of May, 1953, at 10 o'clock AM, DST, and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, lying, being and situate in the First Election District of Anne Arundel County, State of Maryland, designated as Lots Nos. 7, 8, 9, 10 and 11, Section "L" on the plat of Beverley Beach, said plat being recorded among the Plat being recorded among the Plat Records of Anne Arundel County in Liber FSR No. 1, folio 52, now filed in Cabinet No. 1, Rod A-5, folio 16, said lots having an agrgregate frontage of 209.4 feet on Maryland Avenue and being irregular in depth; all as shown on the aforesaid plat.

Filed 12 May, 1953.

40

Lots 9, 10 and 11, Section "L" on the plat of Beverley Beach being the same property which by deed dated August 9, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483, folio 410, was conveyed by Frederick H. Signor and Lottie M. Signor, his wife, and the Beverley Beach Development Company to Mary M. White. Lots 7 and 8, Section "L" on the plat of Beverley Beach being the same property which by deed dated August 9th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 483, folio 414, was conveyed by Margaret A. Slater, single, and the Beverley Beach Development Company unto Mary M. White.

And your said Trustees sold the above described property unto George E. Bryant - at and for the sum of Fifty-Six Hundred ($5600) - - - - - - - - - - - - - - Dollars, he being at that figure the highest bidder therefor, the terms of sale being a deposit of Five Hundred Dollars, balance upon final ratification of sale.

Respectfully submitted,

George B. Woelfel
C. Osborne Duvall
John S. White

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 12th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, C. Osborne Duvall and John S. White, trustees 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 their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Stoff
Notary Public

41

LIBER 82 PAGE 506

ORDER NISI

LOTTIE VIOLET BALILES

versus

LAWRENCE A. SHAW and
MARY M. WHITE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,482 Equity

Filed 12 May, 1953.

Ordered, this 12 day of May, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, C. Osborne Duvall and John S. White, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of June next.

The report states that the amount of sales to be $ 5,600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

LOTTIE VIOLET BALILES

versus

LAWRENCE A. SHAW and
MARY M. WHITE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 June, 1953.

ORDERED BY THE COURT, This 23d day of June, 1953, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

42

LIBER 82 PAGE 507

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,482 Equity
LOTTIE VIOLET BALILIES versus LAWRENCE A. SHAW and MARY M. WHITE.

Ordered, this 12 day of May, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, C. Osborne Duvall and John S. White, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of June next.

The report states that the amount of sales to be $5,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
ju-11

Filed 23 June, 1953

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 15, 1953

We hereby certify, that the annexed Order Nisi - Sale - Eq. 10,482 Lottie Violet Balilies

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 June, 1953 The first insertion being made the 21st day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

43

In the Case of

Lottie Violet Baliles

vs.

Lawrence A. Shaw

and

Mary M. White

In the

Circuit Court

For

Anne Arundel County

No. 10,482 Equity

To the Honorable, the Judges of said Court:

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

Filed 17 July, 1953.

July 10, 1953.

All of which is respectfully submitted.

Laura R. Rinkling

Auditor.

Dr. Lottie Violet Baliles vs. Lawrence A. Shaw and Mary M. White in ac.

To Trustees for Commissions, viz:	199	33	199	33
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	53	50		
Caroline Anne Jones - stenographer's fee	15	00		
Auditor - stating this account	18	00	106	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	52	52		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Evening Star Newspaper Co. - advertising sale	34	40		
Globe Indemnity Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Mary M. Hoff - notary fee	1	00	180	66
To Trustees for Taxes, viz:				
1952 State and County taxes	74	16		
1953 State and County taxes ($82.60 -adj)	30	96	105	12
To Mary M. White - unpaid balance of purchase price (Contract dated 8/9/48), as per decree of 3/19/53	1,906	95		
Interest from 1/10/52 to 8/10/53	181	16	2,088	11
BALANCE FOR DISTRIBUTION $2,964.48				
Distributed in accordance with Decree of 3/19/53, and assignment dated 5/28/53, as follows:				
To Lottie Violet Baliles - $ one-half 1,482.24				
Less Amounts assigned to George B. Woelfel, viz:				
One-third of $1,482.24-$494.08				
Additional 100.00 594.08	888	16		
To Lareence A. Shaw - one-half	1,482	24		
To George B. Woelfel - total assigned to him by Lottie Violet Baliles, as above	594	08	2,964	48
			5,644	20

45

with George B. Woelfel, C. Osborne Duvall and John S. White, Trustees Cr.

1953						
Ma	12	Proceeds of Sale	5,600	00		
		Interest on deferred payment - one month 22 days	44	20	5,644	20
					5,644	20

46

LIBER 82 PAGE 511

ORDER NISI

Lottie Violet Baliles

VERSUS

Lawrence A. Shaw

and

Mary M. White

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,482 Equity.

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

Filed 17 July, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of July, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, ~~unless 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.

Lottie Violet Baliles	:	No. 10,482 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Lawrence A. Shaw and Mary M. White	:	Anne Arundel County
	:	

: : : : : : : : : : :

AGREEMENT TO IMMEDIATE RATIFICATION OF ACCOUNT

We, the undersigned, do hereby agree to the immediate ratification of this auditor's account.

George B. Woelfel
Solicitor Lottie Violet Baliles

C. Osborne Duvall
Solicitor for Lawrence A. Shaw

John S. White,
Solicitor for Mary M. White

Filed 17 July, 1953

48

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Holding an Equity Court

No. 10,617 Equity

MELVIN M. CARPENTER
Box 863
Annapolis, Maryland

Plaintiff

VS.

WALTER W. ANDERSON
c/o Richard Garrison
Laurel, Maryland
(Last known address)

and

The unknown heirs, devisees, alienees, assignees, and personal representatives of Walter W. Anderson, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest

and

All persons having or claiming to have any interest in Lot 92 and improvements, Block W, Glen Isle, Second Election District of Anne Arundel County, Maryland

Defendants

Filed 17 Nov., 1952

BILL TO FORECLOSE RIGHT OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

1. That he is a citizen of the United States and a resident of the State of Maryland and brings this action for the purpose of foreclosing any rights of redemption in and to the property hereinafter set forth, under and by virtue of. Sections 70 to 114 inclusive of Article 81 of the Annotated Code of Maryland, Flack's 1951 Edition.

2. That on October 8, 1951 your Orator at a regular Tax Sale purchased from the Collector of Taxes for the State of Maryland and the County of Anne Arundel, (Joseph H. Griscom, Sr.) and received a Certificate of Tax Sale therefor from said Collector of Taxes to certain property in the Second Election District of Anne Arundel County, Maryland, known as Lot 92 and improvements, Block W, sub-division of Glen Isle.

3. That said Certificate of Tax Sale No. 1567 dated October 8, 1951 setting forth said sale to your Orator is attached hereto and prayed to be read and considered as a part hereof as fully as if incorporated herein, and marked Exhibit "A".

4. That said Lot 92 and improvements, Block W, subdivision Glen Isle, second election District, Anne Arundel County, Maryland has not been redeemed by the Defendant Walter W. Anderson or anyone claiming through him, although more than one year and a day has elapsed from the aforesaid date of the said Tax Sale.

5. That a diligent and careful search of the Land Records, Law and Equity Records, and Records of the Register of Wills of Anne Arundel County reveals that said Walter W. Anderson is the record owner of the land herein involved by virtue of a deed to said Walter W. Anderson from George H. Schwartz under a Power of Attorney from Anna D. Schwartz and Edna F. Schwartz dated September 14, 1936 and recorded among the land records of Anne Arundel County in Liber FAM 164, Folio 208, dated December 16, 1940, recorded among the land records of Anne Arundel County in Liber JHH 239, Folio 141. That in said deed said Lot is described as Lot 92, Block W in Glen Isle, Second Election District of Anne Arundel County, Maryland, and being part of the same property conveyed by deed from George H. Schwartz and Cordelia S. Schwartz, his wife to Anna Schwartz and Edna F. Schwartz by deed dated September 10, 1936, and recorded among the land records of Anne Arundel County, Liber FAM 154, Folio 441.

6. That the Plaintiff purchased all of the land hereinbefore mentioned at aforesaid final Tax Sale held as required by the statute in such cases made and provided under the Laws of Maryland, said property having been advertised and sold for taxes due, in arrears and unpaid for the years 1950 and 1951 to the said County and State of Maryland. The amount necessary for

2

redemption of Lot 92 is Twenty Seven Dollars and Twenty Five Cents ($27.25), plus taxes, penalties, interest and the total disbursements of the holder of the Certificate of Sale and costs.

TO THE END THEREFORE, Your Orator prays:

1. That a writ of subpoena be issued and served upon the Defendant commanding him to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto your Orator, directed to the Defendant and to all parties in interest and to all the unknown heirs, owners, their heirs, personal representatives, commanding them to appear in the Court on some certain day to be stated therein and answer the exigencies of this complaint.

3. That the Court herein enter a final decree foreclosing all rights of redemption of the Defendant, the unknown owners, their heirs, devisees, personal representatives, executors, grantees, assigns or successors in right, title and interest and any and all persons having or claiming to have any interest in said property.

4. That this Complaint be amended and that additional parties be made Defendants hereto if the same becomes necessary or advisable.

5. That the final decree herein provide that the Collector of Anne Arundel County execute to plaintiff a deed to the property herein involved and vesting in Plaintiff good and marketable title, indefeasible and absolute in fee simple and free and clear of any and all liens, claims and encumbrances.

6. And for such other and further relief as the nature of the case may require and to the Court may seem just and proper, and as in duty bound, etc.

Melvin M. Carpenter

Melvin M. Carpenter
Plaintiff

3

C. Maurice Weidemeyer

C. Maurice Weidemeyer

Basil E. Moore, Jr.

Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys for Plaintiff

ANNE ARUNDEL COUNTY, STATE OF MARYLAND, SS:

Melvin M. Carpenter, being first duly sworn and on oath deposes and says that he has read the foregoing Bill to Foreclose Right of Redemption by him signed and knows the contents thereof and verily believes the same to be true.

Melvin M. Carpenter

Melvin M. Carpenter

Subscribed and sworn to before me this 17th day of November, 1952.

Dorothy C. Winter

Notary Public

My commission expires May 4, 1953.

LIBER 82 PAGE 517

1567

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 8th 1951, I sold to Melvin Carpenter P.O. Box 863 Annapolis at public auction for the sum of 35 Dollars and 00 Cents, of which 27.25 Dollars has been paid as a deposit on the property in 2 Dist described as Lot 92 x Imps Bek W. situated at Glen Isle A A Co.

and assessed to Walter W. Anderson.

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 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 17 Nov., 1952.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Plaintiff's Exhibit "A"

5

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Holding and Equity Court

No. 10,617 Equity

MELVIN H. CARPENTER
Box 863
Annapolis, Maryland

Plaintiff

VS.

WALTER W. ANDERSON
c/o Richard Garrison
Laurel, Maryland
(Last known address)

and

The unknown heirs, devisees, alienees, assignees, and personal representatives of Walter W. Anderson, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest

and

All persons having or claiming to have any interest in Lot 92 and improvements, Block W, Glen Isle, Second Election District of Anne Arundel County, Maryland

Defendants

Filed 17 Nov., 1952.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Second Election District of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the plaintiff in this proceeding on the eighth day of October 1951; said property is assessed and described on the books of assessment and taxation as Lot numbered 92 and improvements, Block W, Glen Isle, Second Election District of Anne Arundel County, and assessed to Walter W. Anderson.

The Bill of Complaint 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 17 day of November 1952, 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

6

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 21 day of January, 1953, and redeem the property and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, Jr., Clerk

John H. Hopkins, Jr.,
Clerk

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
Attorneys
236 Main Stre
Annapolis, Maryland.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
MARYLAND.
Holding and Equity Court
No. 10,017 Equity

MELVIN M. CARPENTER, Box 863, Annapolis, Maryland, Plaintiff

Vs.

WALTER W. ANDERSON c/o Richard Garrison, Laurel, Maryland (Last known address) and

The unknown heirs, devisees, alienees assignees, and personal representatives of Walter W. Anderson, and their or any of their heirs, devisees executors, administrators, grantees, assigns, or successors in right, title and interest and

All persons having or claiming to have any interest in Lot 92 and improvements, Block W, Glen Isle, Second Election District of Anne Arundel County, Maryland, Defendants.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property located in the Second Election District of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the plaintiff in this proceeding on the eighth day of October 1951; said property is assessed and described on the books of assessment and taxation as Lot numbered 92 and improvements, Block W. Glen Isle, Second Election District of Anne Arundel County, and assessed to Walter W. Anderson.

The Bill of Complaint 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 17th day of November, 1952, 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 21st day of January, 1953, and redeem the property and answer the Bill of Complaint or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff n title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-11

Filed 21 Mar., 1953

LIBER 82 PAGE 520 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 13th, 1952

We hereby certify, that the annexed Order of Publication Equity Number 10,617 Melvin M. Carpenter

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of January, 1953. The first insertion being made the 20th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

8

MELVIN M. CARPENTER Box 863 Annapolis, Maryland	:	IN
Plaintiff	:	THE CIRCUIT COURT
VS.	:	FOR
WALTER W. ANDERSON c/o Richard Garrison Laurel, Maryland (Last known address), et al	:	ANNE ARUNDEL COUNTY Equity No. 10617
Defendants	:	

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

DECREE PRO CONFESSO

Filed 30 Mar, 1953

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendant WALTER W. ANDERSON, and the unknown heirs, devisees, alienees, assignees, and personal representatives of Walter W. Anderson, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendant and sold to the Plaintiff on the Eighth day of October, 1951, for non-payment of taxes for the years 1950 and 1951.

AND it further appearing that the subpoenas issued out of this Court directed to said Defendant have been returned twice non est.

AND it further appearing that the said Defendant has failed to enter his appearance herein in person or by solicitor, having failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is thereupon this 30th day of March, 1953, by the Circuit Court for Anne Arundel

County, Maryland, sitting in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendant, WALTER W. ANDERSON, and the unknown heirs, devisees, alienees, assignees, and personal representatives of WALTER W. ANDERSON, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors in right, title and interest; and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendant and described on the books of the County Treasurer as follows: Lot 92 and improvements, Block W, Glen Isle, Second Election District, Anne Arundel County, and sold as aforesaid to Plaintiff on the Eighth day of October, 1950.

Benjamin Richardson
JUDGE

LIBER 82 PAGE 523

MELVIN M. CARPENTER Plaintiff	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WALTER W. ANDERSON, et al Defendants	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 10617
	:	

::::::::::

FINAL DECREE FORECLOSING RIGHT OF REDEMPTION

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendant, Walter W. Anderson, and all persons having or claiming any interest in the property described in the Bill of Complaint, having been notified to appear to answer the Bill of Complaint by virtue of subpoenas and an Order of Publication issued in the above described cause, and they having failed to appear thereto in the time limited by said Order of Publication, and it further appearing that the subpoenas issued out of this Court directed to said Defendant have been returned twice non est, and the Court having found for the Complainant, it is thereupon, this 4th day of May, 1953, by the Circuit Court for Anne Arundel County, Maryland, sitting as a Court of Equity,

ADJUDGED, ORDERED, and DECREED, that all rights of redemption to the property mentioned herein of the Defendant, Walter W. Anderson, be and they herefore are forever foreclosed, as between the parties to this suit, vesting an absolute and indefeasible title in fee simple in the Plaintiff, in and to all that piece or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, Maryland, assessed to said Defendant and described on the books of the County Treasurer as follows:

Lot 92 and improvements, block W, Glen Isle, sold to the Plaintiff at a Tax Sale on the 8th day of October, 1951,

Filed 4 May, 1953.

11

under Certificate of Tax Sale No. 1567, and it is further,

ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliever to said Melvin M. Carpenter, Plaintiff, in these proceedings, a Deed of conveyance of the aforesaid parcel of ground and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that the Plaintiff pay the costs of this suit in his behalf incurred.

Benjamin Michaelson
JUDGE

12

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

...

PETITION FOR APPOINTMENT OF A COMMITTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Petition of Gertie Hawkins, daughter and next friend of Aire B. Colbert, mental incompetent, and Laney Colbert, her husband, mental incompetent, respectfully shows:-

1. That the Petitioner is a resident of Anne Arundel County, State of Maryland, and is the daughter of the said Aire B. Colbert, who was formerly a resident of Anne Arundel County, but has been a patient of, and has resided at the Crownsville State Hospital, Crownsville, Maryland, since May, 1952.

2. That the said Laney Colbert was also formerly a resident of Anne Arundel County, but has been a patient of, and has resided at the Crownsville State Hospital, Crownsville, Maryland, for the past eighteen years.

3. That the said Aire B. Colbert and Laney Colbert, her husband, have been for sometime, and are now mentally incompetent.

4. That the said incompetent, namely Aire B. Colbert, is the owner of fee simple real estate of approximately one-half acre at St. Margarets in Anne Arundel County aforesaid, worth approximately Thirty-Five Hundred Dollars ($3500.00), in which the said Laney Colbert, her husband, has an inchoate right of dower. Because of such mental incompetency, the said Aire B. Colbert and the said Laney Colbert, her husband, are not able to manage their affairs or to collect the income from the said property.

5. Filed with this Petition are the certificates of two physicians in the form required by law, all of which your Petitioner prays may be taken as a part hereof.

WHEREFORE, your Petitioner prays an Order be passed by this Honorable Court in the manner and form prescribed by statute, appointing a committee to care for and manage the persons and estate of the said incompetents.

Filed 11 Feb, 1953

AND as in duty bound, etc.

Gertie Hawkins
Gertie Hawkins
Petitioner

Henry J. Tarantino
Henry J. Tarantino
Attorney for Petitioner

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

I HEREBY CERTIFY that on this 10th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gertie Hawkins, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and bona fide to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

CARL E. WRIGHT NOTARY PUBLIC BALTIMORE COUNTY, MD.

Carl E. Wright
~~Carolyn A. Whittaker~~ - Notary Public

2

LIBER 82 PAGE 527

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

...

DOCTOR'S CERTIFICATE

I, the undersigned, Dr. Jacob Morgenstern, do hereby certify that I am an attending neuropsychiatrist at the Crownsville State Hospital, Crownsville, Maryland, and that since the 28th day of May, 19 52, and up to the present date I have attended Aire B. Colbert. In my opinion, she is now mentally incompetent and incapable of having charge of and managing her affairs and estate.

1. **NATURE:** Schizophrenia, Paranoid Type

2. **CAUSE:** Unknown

3. **EXTENT AND PROBABLE DURATION:** Mental Condition - serious
Duration - Unpredictable

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of January, 1953.

Jacob Morgenstern M.D. (SEAL)
Dr. Jacob Morgenstern

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

I HEREBY CERTIFY, that on this 9th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dr. Jacob Morgenstern, who made oath in due form of law that the matters and facts set forth in the aforegoing certificate are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Elizabeth A. Frank
Notary Public
My Commission Expires May 4, 1953.

Filed 11 Feb, 1953

3

LIBER 82 PAGE 528

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

...

DOCTOR'S CERTIFICATE

I, the undersigned, Dr. Stephen Klinger, do hereby certify that I am an attending neuropsychiatrist at the Crownsville State Hospital, Crownsville, Maryland, and that since the 28th day of May, 19 52, and up to the present date I have attended Aire B. Colbert. In my opinion, she is now mentally incompetent and incapable of having charge of and managing her affairs and estate.

1. **NATURE:** Schizophrenia, Paranoid Type

2. **CAUSE:** Unknown

3. **EXTENT AND PROBABLE DURATION:** Mental Condition - serious
Duration - Unpredictable

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of January, 1953.

Stephen Klinger (SEAL)
Dr. Stephen Klinger

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

I HEREBY CERTIFY that on this 13th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dr. Stephen Klinger, who made oath in due form of law that the matters and facts set forth in the aforegoing certificate are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Elizabeth N. Gamble
Notary Public

My Commission Expires May 4, 1953.

Filed 11 Feb., 1953.

4

LIBER 82 PAGE 529

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

...

DOCTOR'S CERTIFICATE

I, the undersigned, Dr. Jacob Morgenstern, do hereby certify that I am an attending neuropsychiatrist at the Crownsville State Hospital, Crownsville, Maryland, and that since the 13th day of October, 19 41, and up to the present date I have attended Laney Colbert. In my opinion, he is now mentally incompetent and incapable of having charge of and managing his affairs and estate.

1. NATURE: Schizophrenia

2. CAUSE: unknown

3. EXTENT AND PROBABLE DURATION: Mental Condition - Serious

Probable Duration: Prognosis rather dubious as to improvement and recovery.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 9th day of January, 1953.

Jacob Morgenstern M.D. (SEAL)
Dr. Jacob Morgenstern

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

I HEREBY CERTIFY that on this 9th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dr. Jacob Morgenstern, who made oath in due form of law that the matters and facts set forth in the aforegoing certificate are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Elizabeth D. [illegible]
Notary Public
My Commission Expires May 5, 1956

Filed 11 Feb., 1953

5

LIBER 82 PAGE 530

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

.....

DOCTOR'S CERTIFICATE

I, the undersigned, Dr. Stephen Klinger, do hereby certify that I am an attending neuropsychiatrist at the Crownsville State Hospital, Crownsville, Maryland, and that since the 20th day of July, 19 43 and up to the present date, I have attended Laney Colbert. In my opinion, he is now mentally incompetent and incapable of having charge of and managing his affairs and estate.

1. **NATURE:** Schizophrenia

2. **CAUSE:** Unknown

3. **EXTENT AND PROBABLE DURATION:** Mental Condition - Serious

   Probable Duration: Prognosis rather dubious as to improvement and recovery.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 13th day of January, 1953.

Stephen Klinger M.D. (SEAL)
Dr. Stephen Klinger

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

I HEREBY CERTIFY that on this 13th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dr. Stephen Klinger, who made oath in due form of law that the matters and facts set forth in the aforegoing certificate are true and bona fide to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Elizabeth [illegible]
Notary Public

My Commission Expires May 2, 1953.

Filed 11 Feb, 1953

6

LIBER 82 PAGE 531

EX PARTE:	:	IN THE CIRCUIT COURT
In the Matter of	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 - EQUITY

...

ORDER OF COURT

Upon the aforegoing Petition, Affidavits and Certificates, it is hereby, this 17th day of February, 1953, by the Circuit Court for Anne Arundel County, in Equity, Ordered that a Writ of Summons be executed and directed to Aire B. Colbert, the alleged incompetent and to Laney Colbert, the alleged incompetent; that the said summons and a copy of this Petition and Order be served upon the said Aire B. Colbert and Laney Colbert within ten (10) days from the signing of this Order; and that a copy of the said summons, Petition and this Order be served upon Dr. Jacob Morgenstern, Superintendent of the Crownsville State Hospital, Crownsville, Maryland, who now has custody of Aire B. Colbert and Laney Colbert, within ten (10) days from the signing of this Order; and that a hearing on the Petition filed in these proceedings be held before an Examiner of this Court on or after fifteen (15) days from the date of this Order of Court; and it is further Ordered that the alleged incompetents, be and are hereby permitted to appear and answer said Petition at any time before or after the decree of this Court.

Benjamin Michaelson
Judge

Filed 17 Feb. 1953

LIBER 82 PAGE 532

EX PARTE:	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT
AIRE B. COLBERT, an incompetent and	:	FOR ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	NO. 10,663 EQUITY

...

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Gertie Hawkins, daughter and next friend of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, by Henry J. Tarantino, her attorney, respectfully shows:-

1. That a Petition was filed in these proceedings, setting forth, among other things, that Aire B. Colbert is the owner of a fee simple property consisting of approximately one-half acre at St. Margarets, Anne Arundel County, Maryland, worth approximately Thirty-five Hundred ($3500.00) Dollars, in which the said Laney Colbert, her husband, has an inchoate right of dower.

2. That filed with said Petition are the affidavits of two attending neuropsychiatriste, certifying that the said Aire B. Colbert and Laney Colbert, her husband, are now mentally incompetent and incapable of having charge of and managing their affairs and estate.

3. That an Order of Court was passed on February 17th, 1953, in these proceedings, to allow a hearing before an Examiner of this Court on or after fifteen (15) days from the date of said Order.

4. That the said Aire B. Colbert and Laney Colbert, her husband, were summoned and served with copy of said Petition and Order of Court on February 24, 1953.

5. That the said Aire B. Colbert and Laney Colbert, her husband, have failed to file an Answer in these proceedings either in person or by solicitor.

WHEREFORE, your Petitioner pray that an Order be passed by this Honorable Court, appointing her as Committee to take charge and manage the property of Aire B. Colbert and Laney Colbert, her husband, mental incompetents.

AND as in duty bound, etc.

Henry J. Tarantino

Henry J. Tarantino
Attorney for Gertie Hawkins, daughter and next friend of Aire B. Colbert and Laney Colbert, husband.

Filed 12 Mar., 1953

8

EX PARTE:	:	IN THE
IN THE MATTER OF AIRE B. COLBERT, an incompetent	:	CIRCUIT COURT
and LANEY COLBERT, her husband,	:	FOR ANNE ARUNDEL COUNTY
an incompetent	:	NO. 10,663 - EQUITY

...

ORDER OF COURT

Upon the aforegoing Petition and proceedings filed in the above styled case, it is hereby, this 13th day of March, 1953, Adjudged, Ordered and Decreed that Gertie Hawkins be, and is hereby appointed Committee of the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, with full power to take charge of and manage the property of said mental incompetents, under the direction of this Court; but before the said Gertie Hawkins shall proceed to act as such Committee, she shall give bond to the State of Maryland, in the penal sum of $ 3500, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

Filed 13 Mar., 1953

Benjamin Richardson
Judge

9

LIBER 82 PAGE 534

No. 10,663 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, GERTIE HAWKINS, 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 or its certain attorneys in the full and just sum of THIRTY-FIVE HUNDRED DOLLARS ($3500.00), to the payment whereof, well and truly to be made and done, we and each of us bind ours selves, jointly and severally, and our respective heirs, executors, administrators and assigns, firmly by these presents.

SIGNED, SEALED AND DATED THIS 19th DAY OF MARCH, 1953.

WHEREAS,, by and Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 13th day of March, 1953, in a cause therein pending, "ExParte in the matter of Aire B. Colbert, an Incompetent and Laney Colbert, her husband, an Incompetent," No. 10,663 Equity, the above bounden Gertie Hawkins was appointed Committee of the persons and estates of the said Aire B. Colbert and Laney Colbert, her husband, with full power and authority to take charge of and manage their property under the direction of said Court, upon her filing of a bond in the penal sum of $3500.00 for the faithful performance of her duties as such Committee and the approval of said bond,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Gertie Hawkins such 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 orders as the said Court may make in relation to the said trust, and shall in all respects faithfully discharge the duties of the said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

WITNESS:

Carl E. Wyant
Carl E. Wyant

Doris K. Hopkins
Doris K. Hopkins

Gertie Hawkins (SEAL)
Gertie Hawkins
PRINCIPAL

GLOBE INDEMNITY COMPANY, a corporation

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

approved this 19 Mar, 1953
John H. Hopkins, 3rd,

Filed 19 Mar, 1953

10

EX PARTE:	:	IN THE
IN THE MATTER OF AIRE B. COLBERT, an incompetent	:	CIRCUIT COURT
and	:	FOR
LANEY COLBERT, her husband, an incompetent	:	ANNE ARUNDEL COUNTY
		No. 10,663 Equity

...

PETITION FOR AUTHORITY TO APPRAISE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Gertie Hawkins, Committee, by her attorney, Henry J. Tarantino, respectfully represents:-

1. That she was duly appointed Committee of the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, by Order of Court on March 13, 1953.

2. That by deed dated December 9, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 251, Folio 51, the said Aire B. Colbert acquired from William Blackwell and Minnie Blackwell, his wife, all that lot of ground situate, lying and being in the Third Election District of Anne Arundel County. A certified copy of the aforesaid deed is filed herewith, marked "Petitioner's Exhibit A" and is prayed to be taken as a part hereof.

3. That on March 5, 1952, the said Aire B. Colbert granted unto the State Roads Commission of Maryland an option to purchase the aforesaid property, including improvements (except 0.275 acre previously sold to said Commission on October 6, 1943) for the sum of Thirty-Seven Hundred Sixty-Five Dollars ($3765.00). That said Option was accepted by the State Roads Commission on March 27, 1952. A photostatic copy of said Option Contract is filed herewith, marked "Petitioner's Exhibit B" and is prayed to be taken as a part hereof.

4. That before filing a Petition for authority to sell the said property to the State Roads Commission, your Petitioner is advised that it is necessary to have the same appraised.

Filed 23 Apr. 1953

11

WHEREFORE, your Petitioner praye that a warrant of appraisment be issued to two competent and impartial appraisers, authorizing and directing them to appraise said property, together with the amount and condition thereof, to be sold to the State of Maryland, to the use of the State Roads Commission of Maryland.

AND as in duty bound, etc.

Henry J. Tarantino

Henry J. Tarantino - Attorney for Petitioner

ORDER OF COURT

Upon the aforegoing Petition and Exhibits, it is ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 23d day of ~~March~~ April, 1953, that ~~a warrant be~~ an appraisal of the real estate, including improvements, owned by Aire B. Colbert, mental incompetent, in which her husband, Laney Colbert, mental incompetent, has an inchoate right of dower, situate near St. Margarets, Anne Arundel County, State of Maryland, and to be conveyed to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, in fee simple, be ~~issued to~~ made by W.H.M. SMITH and CHARLES F. LEE, JR., Realtors, for the purpose of setting forth the value, quantity and condition of said property under and in pursuance of Section 140 of Article 16 of the Annotated Code of Maryland (1951 Edition).

Filed 23 Apr., 1953

Benjamin Richardson

Judge

12

EX PARTE:	:	IN THE CIRCUIT COURT
IN THE MATTER OF AIRE B. COLBERT, an incompetent and LANEY COLBERT, her husband, an incompetent	:	FOR ANNE ARUNDEL COUNTY NO. 10,663 EQUITY

...

PETITION AND ORDER OF COURT TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Gertie Hawkins, Committee, by Henry J. Tarantino, her attorney, respectfully shows:

1. That your Petitioner, Gertie Hawkins, has been duly appointed Committee of the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, by Order of Court dated March 13, 1953.

2. That by deed dated December 9, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 251, Folio 51, the said Aire B. Colbert acquired from William Blackwell and Minnie Blackwell, his wife, all that lot of ground situate, lying and being in the Third Election District of the County aforesaid. A certified copy of the aforesaid deed is filed herewith marked "Petitioner's Exhibit A", and is prayed to be taken as a part hereof.

3. That the said Aire B. Colbert granted an Option Contract on March 5, 1952 to the State Roads Commission of Maryland, the exclusive right and privilege to purchase the aforesaid property, including improvements, at and for the sum of Thirty-Seven Hundred Sixty-Five Dollars ($3765.00). That the State Roads Commission accepted the said Option on March 27, 1952. A photostatic copy of said Option Contract is filed herewith and marked "Petitioner's Exhibit B" and is prayed to be taken as a part hereof.

4. That pursuant to Order of Court dated March 24, 1953, W. H. M. Smith and Charles F. Lee, Jr., Realtors, appraised the property, together with the quantity and condition thereof. Said Report of Appraisement is filed herewith, marked "Petitioner's Exhibit C" and is prayed to be taken as a part hereof.

Filed 21 May, 1953

5. That the above mentioned purchase price of $3765. is fair and reasonable, and that the best interests and advantages of the said Aire B. Colbert and Laney Colbert, her husband, mental incompetents, would result thereby from the sale of the above mentioned property to the State Of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, in fee simple.

WHEREFORE, your Petitioner prays that an Order of Court be passed herein, directing the said Committee to deed unto the State of Maryland, to the use of the State Roads Commission of Maryland, all the right, title, interest and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, to that property situate in the Third Election District and described more fully herein.

AND as in duty bound, etc.

Henry J. Tarantino
Attorney for Gertie Hawkins

ORDER OF COURT

Upon the aforegoing Petition and Exhibits, it is this 21st day of May, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that Gertie Hawkins, Committee for the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, be and is hereby authorized and directed to transfer, grant and convey unto the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns, in fee simple, all the right, title, interest and estate of Aire B. Colbert and Laney Colbert, her husband, in and to that real estate, consisting of approximately 0.50 acres, situate near St. Margarets, Anne Arundel County, and described as follows:

Beginning for the same at a stone planted in the third line of the lot of ground now owned by Timothy Harris and running from thence South 21° West one perch to the center of the Public Road, leading from Sandy Point to Annapolis; thence with the center of said road, South 66° East nine perches; thence North 21° East eight-tenths of one perch to a stake and stone on the

Filed 21 May, 1953

North edge of said road; thence continuing said course North 21° East eight and two-tenths perches to a stake; thence North 66° West nine perches to intersect the third line of the whole tract of the said Timothy Harris; and thence with said line South 21° West eight perches to the beginning. Containing one-half (½) acre of land, more or less.

Being the same property which was conveyed by deed dated December 9, 1940 from William Blackwell and wife to Aire B. Henson Colbert, and recorded among the Land Records of Anne Arundel County, In Liber J.H.H. No. 251, Folio 51.

At and for the sum of Thirty-Seven Hundred Sixty-Five Dollars, ($3765.00) and this shall be her good and eufficient authority for so doing.

Benjamin Richardson
Judge

15

INT. REV. STAMPS 55¢ MD. STATE STAMPS 40¢

This Deed made this 9th day of December, in the year Nineteen hundred and Forty, by and between William Blackwell (sometime known as Willie Blackwell) and Minnie D. Blackwell, his wife, parties of the first part and Aire B. Henson Colbert, party of the second part, all of Anne Arundel County in the State of Maryland.

Witnesseth, that for and in consideration of the sum of five dollars ($5.00) and other good and valuable considerations, thereunto moving from the party of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part, do bargain and sell and by these presents do grant and convey unto Aire B. Henson Colbert, her heirs and assigns, forever in fee simple, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and which is contained within the following description as follows:

Filed 21 May, 1953

BEGINNING for the same at a stone planted in the third line of the lot of ground now owned by Timothy Harris and running from thence South 21 degrees West one perch to the center of the Public Road, leading from Sandy Point to Annapolis; thence with the center of said road, South 66 degrees East nine perches; thence North 21 degrees East eight -tenths of one perch to a stake and stone on the north edge of said road; thence continuing said course North 21 degrees East eight and two-tenths perches to a stake; thence North 66 degrees West nine perches to intersect the third line of the whole tract of the said Timothy Harris; thence with said line South 21 degrees West eight perches to the beginning. Containing one-half (½) acre of land, more or less.

It being the identical property which was granted and conveyed unto the said William Blackwell (sometimes known as Willie Blackwell) by deed from The Board of Education of Anne Arundel County, Maryland

"PETITIONERS EXHIBIT A"

16

dated the 29th day of April in the year 1935 and recorded among the land record books of Anne Arundel County in Liber F.S.R. No. 151 folio 548.

Together with the buildings and improvements thereon erected made and being and all the rights, roads, ways, privileges and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold the above described land and premises to and unto the said Aire B. Henson Colbert, her heirs and assigns, forever in fee simple.

And the said parties of the first part do covenant to warrant specially the property hereby granted and conveyed and that they will execute such other and further assurances as may be requisite.

WITNESS the hands and seals of the above named grantors on the day and in the year first above written.

WITNESS: WILLIAM BLACKWELL (SEAL)

MARY FRANCES WORTHINGTON MINNIE D. BLACKWELL (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 9th day of December in the year 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William Blackwell (sometimes known as Willie Blackwell) and Minnie D. Blackwell, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) MARY FRANCES WORTHINGTON

NOTARY PUBLIC

Recorded December 10 1941 - 10:10 A.M.

"PETITIONER'S EXHIBIT A"

17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of Deed truly taken and copied from Liber J. H.H. No. 251 Folio 51 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 29th day of April, 1953.

John H. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

LIBER 82 PAGE 543

Form C. A. - 1 (May 20, 1948) L. W. KERN Rights of Way Engineer 108 East Lexington St. Baltimore (3) Maryland.	OPTION CONTRACT WITH THE STATE ROADS COMMISSION OF MARYLAND	Contract Number AA-255-29-315 Item Number ~~22147~~ 12543-A

THIS OPTION, granted this 5TH day of March 1952 By

Name AIRE B. COLBERT Address RT #2 (BOX 552) ANNAPOLIS MD

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

Name Address

and the following, who join in this option for the purpose of agreeing to release the land, easements and/or rights hereinafter described from the operation and effect of any mortgage and/or lien which they may hold upon the property of the above mentioned persons, it being understood and agreed that they retain their rights as mortgagees and/or leinors in and to the remainder of the land of the above mentioned persons not hereby agreed to be conveyed.

Name Address

Name Address

Name Address

Name Address

the parties of the first part, hereinafter called the "GRANTORS" to the STATE ROADS COMMISSION OF MARYLAND, acting for and on behalf of the STATE OF MARYLAND, party of the second part, hereinafter called "COMMISSION."

WHEREAS, the said "COMMISSION" proposes to lay out, open, establish, construct, extend, widen, straighten, grade and improve as a part of the State Roads System of Maryland, a highway and/or bridge, together with the appurtenances thereto belonging, shown on the plans designated as Contract No. AA-255-29-315 for the improvement to REVELL HIGHWAY in ANNE ARUNDEL County, and

WHEREAS, the laying out of said road and/or bridge, and their appurtenances, in addition to being required for public convenience, necessity and safety, is a material benefit to the hereinafter mentioned "GRANTORS."

WITNESSETH: that in consideration of the sum of One Dollar ($1.00) the receipt of which is hereby acknowledged, and which shall be applied toward the purchase price in the event that this option is accepted by the "COMMISSION," the said "GRANTORS" do hereby give and grant to the "COMMISSION," its successors and assigns, the exclusive right and option to purchase at any time during the period of one year from the date hereof, for the sum of

THIRTY SEVEN HUNDRED AND SIXTY-FIVE Dollars ($ 3765.00)

all the land and premises, easements, rights and privileges, hereinafter described, together with the appurtenances thereto belonging, or in anywise appertaining, shown and/or indicated on State Roads Commission of Maryland's Plats Numbers

9893 REVISED 1-28-52,

all of which plats are made a part hereof, which plats are duly recorded, or intended to be recorded among the Land Records of said County.

A GOOD AND MARKETABLE FEE SIMPLE TITLE to all of the land and premises lying between the lines designated "Right of Way Line of Through Highway."

ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and

PETITIONERS EXHIBIT P. Filed 21 May, 1953

19

assigns, to enter the Through Highway, lying between the lines designated "Right of Way Line of Through Highway" from their remaining property; all to the end that there never will be any vehicular, pedestrian and/or animal access to said Through Highway except by means of such public road connections as the COMMISSION may construct, or permit to be constructed.

A GOOD AND MARKETABLE FEE SIMPLE TITLE to all of the land and premises lying between the lines designated "Right of Way Line of Outer Roadway and Appurtenances."

THE RIGHT TO CREATE, USE AND MAINTAIN on the land shown hatched thus ////// on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the highway and/or adjacent property; it being understood between the parties hereto, however, that at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

THE RIGHT TO CREATE, USE AND MAINTAIN on or across the adjacent land of the "GRANTORS" such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.

THE RIGHT TO CREATE, USE AND MAINTAIN on the land shown cross-hatched thus XXXXX on the above mentioned plats such stream changes and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the State Roads Commission for the above mentioned project.

ANY AND ALL RIGHT WHATSOEVER of the GRANTORS, their heirs, successors and assigns (1) to erect and maintain any structure, or part thereof, of any type (including, but not by way of limitation, signs, billboards, pole lines and fences) on or over the area designated "Highway Protective Easement Area," (2) to use said "Highway Protective Easement Area" as an automobile graveyard, and (3) to store any vehicles, machinery, materials and/or other personal property on said "Highway Protective Easement Area."

THE RIGHT TO ERECT AND MAINTAIN between October 1st and April 1st of each and every year snow fences within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected, or with growing crops.

IT IS UNDERSTOOD AND AGREED that the deed or deeds to be executed by the GRANTORS, conveying to the COMMISSION all of the land premises, easements, rights and privileges described in this option, will contain covenants (running with and binding the remaining property of the GRANTORS, and binding the GRANTORS, their heirs, successors and assigns) that will perpetuate all of the rights and privileges agreed to be conveyed to the COMMISSION under the provisions of this option.

26

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PROPERTY OWNER WILL DO THE FOLLOWING:-

(1) Will completely remove or cause to be removed from the grantor's lot of grounds on the northside of Rivell Highway covered by this option the dwelling house and outbuildings within 45 days after notification of acceptance of this option; failure to do so within the time limit specified automatically giving the Commission the right to destroy the same without any further liability for so doing and the further right to deduct from the consideration set forth on page one of this option the cost of demolishing said buildings; the balance to be paid to the grantor. It is fully understood that the consideration on page one of this option shall be withheld by the Commission until the work terms called for above shall have been completed at which time payment shall be made to the Grantor less any expense to the Commission as a result of the Grantors failure to perform. The consideration on page one includes and allowance to move the dwelling and the outbuildings to another location and to provide as well for the grantor. The grantor shall have the right to remove all flowers, shrubs, and plants that she may desire to remove up to the time of actual construction of the improvement

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE COMMISSION WILL DO THE FOLLOWING:-

IT IS HEREBY UNDERSTOOD AND AGREED that the cash consideration hereinbefore mentioned is in full satisfaction for the property to be hereby granted, and in consideration thereof the "GRANTORS" herein do hereby release the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employees, from any and all claims or demands, both present and future, for any damages and/or injuries whatsoever caused directly or indirectly by the taking, use or improvement etc. of the land, easements and/or rights etc. for a public highway and/or bridge and their necessary appurtenances, including the creation or extension of slopes, embankments or excavations in connection therewith or any other matters or things arising out of or caused by the laying out, opening, establishing, constructing, extending, widening, straightening, grading, improving, further improving, use and maintenance, etc. of the said State Highway and/or bridge and their necessary appurtenances within the area of the land, easements and/or rights, etc. hereby granted, together with any change of grade therein or drainage therefrom.

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED by the grantors herein, that upon the acceptance of this option, said Grantors will upon demand convey to the State of Maryland to the use of the State Roads Commission of Maryland (or to such person or persons as may be designated by the State Roads Commission of Maryland) by a special warranty deed or deeds, a good and marketable fee simple title, the same to be delivered to the office of the Commission at Baltimore, Maryland or to a duly appointed agent, acting for the Commission in this particular instance, within three months from the date of the acceptance of this option. The deed or deeds and other instruments of conveyance must meet the approval as to the title to the land and premises, and as to form and legal sufficiency of the conveyances themselves, of the Special Assistant Attorney General of the State of Maryland, assigned to the said Commission or his duly authorized agent in this particular instance, payment to be made upon receipt of the hereinbefore mentioned approval, by check from the Treasurer of the State of Maryland.

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED that the Commission, its members, officers, agents or employees, may enter in and upon the hereinbefore described premises and proceed with the construction of the said State Roads and/or bridge and their appurtenances immediately upon the mailing by the Commission to the Grantors of a notice of the acceptance of this option by the Commission, the taking possession of said land and premises by the Commission, however, shall not be construed as a waiver of any objection to title.

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT the GRANTORS herein do hereby authorize

Name AIRE B. COLBERT Address Rt #2 (Box 557) ANNAPOLIS, MD.

to receive as their agent a notice of the acceptance of this option, and request that the check for the amount hereinbefore set forth be made payable to AIRE B. COLBERT

IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE CONTENTS OF THIS OPTION AND THE ACCEPTANCE THEREOF COMPRISE THE ENTIRE CONTRACT, AND THAT NO VERBAL REPRESENTATIONS MADE BEFORE OR AFTER THE SIGNING HEREOF OR ANYTHING NOT HEREIN WRITTEN SHALL VARY THE TERMS OF THIS OPTION, AND THAT THE COMMISSION SHALL HAVE NO FURTHER OBLIGATION.

IN WITNESS WHEREOF THE GRANTORS have hereunto set their hands and seals, the day and year, first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness	Carl E. Wyant	Aire B Colbert (SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)
Witness		(SEAL)

STATE OF MARYLAND, in and for _____ County

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

_____

_____

_____

and acknowledged the aforegoing instrument of writing to be (*his) (*her) (*their) respective) act.

*and acknowledged the aforegoing instrument of writing to be the act of the said body corporate.

WITNESS MY HAND AND NOTORIAL SEAL this _____ day of _____ 19 ____

Notarial Seal

Notary Public
My Commission expires 19

*strike out words not applicable

The aforegoing option is hereby accepted this 27th day of March in the year of 1952

STATE ROADS COMMISSION OF MARYLAND

By: Leroy C. Moser
Rights of Way Engineer

"PETITIONER'S EXHIBIT B"

LIBER 82 PAGE 547

EX PARTE IN THE MATTER OF
AIRE B. COLBERT AN INCOMPETENT
AND LANEY COLBERT, HER HUSBAND,
AN IMCOMPETENT

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
NO. 10,663 EQUITY

"PETITIONER'S EXHIBIT C"

REPORT OF APPRAISAL

To the Honorable, the Judge of Said Court. This report of appraisal pursuant to order of Court dated March 24, 1953, shows as follows:

1. That W. H. M. Smith and Charles F. Lee, Jr., made a physical inspection of the property mentioned in these proceedings.

2. The 0.50 acre tract of land saving and excepting 0.275 acre tract which was conveyed to the State Roads Commission of Maryland October 6, 1943, by Aire B. Colbert, on which the improvements hereinafter mentioned were situated prior to removal to new location. Valued at $400.

3. The improvements which were moved to another location are as follows:

   a. Frame building consisting of one large room formerly occupied as a store and three other small rooms used as sleeping quarters. Valued at $2,000.

   b. Frame outside toilet. Valued at $25.

   c. Frame shed. Valued at $15.

4. The above improvements are in very poor condition and practically uninhabitable at the present time.

5. Total appraisal as of May 14, 1953, $2,440.

Filed 21 May, 1953

Respectfully submitted,

W. H. M. Smith
W. H. M. Smith, Appraiser

Charles F. Lee Jr.
Charles F. Lee, Jr., Appraiser

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I hereby certify that on this 20th day of May, 1953, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared W. H. M. Smith and Charles F. Lee, Jr., and made oath in due form of law that the matters and facts set forth in the above report of appraisal are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal,

Mary M. Munroe
Notary
Mary M. Munroe

23

LIBER 82 PAGE 548

EX PARTE:	:	IN THE CIRCUIT COURT
IN THE MATTER OF	:	FOR
AIRE B. COLBERT, an incompetent and	:	ANNE ARUNDEL COUNTY
LANEY COLBERT, her husband, an incompetent	:	No. 10,663 Equity
	:	

******

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE REPORT OF SALE, made this 23 day of June, 1953, of Gertie Hawkins, Committee for the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, respectfully represents:

1. That in accordance with Order of Court passed in these proceedings, she made a sale of approximately 0.50 acre tract of land, situate near St. Margarets, Anne Arundel County, Maryland, and being more particularly described in aforesaid proceedings to the State of Maryland, to the use of the State Roads Commission of Maryland, at and for the price of Thirty-seven hundred Sixty-five ($3765.00) dollars.

2. That said price was the best price obtainable.

3. That she has obtained a deposit of One ($1.00) dollar, with the balance payable on final ratification of said sale.

AND as in duty bound, etc.

Gertie Hawkins
Gertie Hawkins, Committee

Filed 23 June, 1953

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

I HEREBY CERTIFY, that on this 23 day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gertie Hawkins, Committee for the person and estate of Aire B. Colbert and Laney Colbert, her husband, mental incompetents, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true.

Witness my hand and Notarial Seal

Henry J. Tarantino
Henry J. Tarantino, Notary Public

HENRY J. TARANTINO
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

24

ORDER NISI

EX PARTE: LIBER 82 PAGE 549

IN THE MATTER OF

~~XXXXXX~~

AIRE B. COLBERT, an incompetent,

and

LANEY COLBERT, her husband,

an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,663 Equity

Ordered, this 23 day of June, 19 53, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Gertie Hawkins, Committee, ~~XXXXXXXX Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of July next.

The report states that the amount of sales to be $ 3,765.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

Filed 23 June, 1953.

(Final Order)

EX PARTE:

IN THE MATTER OF

~~XXXXXXXX~~

AIRE B. COLBERT, an incompetent,

and

LANEY COLBERT, her husband,

an incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28 day of July, 1953 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 Michaelson
Judge

Filed 28 July, 1953.

25

LIBER 82 PAGE 550

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,663 Equity

EX PARTE: IN THE MATTER OF AIRE B. COLBERT, an incompetent, and LANEY COLBERT, her husband, an incompetent.

Ordered, this 23rd day of June, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Gertie Hawkins, Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of July next.

The report states that the amount of sales to be $3,765.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-15

Filed 28 July, 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 27, 1953

We hereby certify, that the annexed Order Nisi - Sale - Eq. 10663 Aire B. Colbert

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 July, 1953. The first insertion being made the 24th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Julia L. French

No. E.C. 9723

26

BEATRICE I. FRANKLIN, Deale, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	
	:	FOR
TILGHMAN FRANKLIN, Nutwell, Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,686 IN EQUITY

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Beatrice I. Franklin, by Louis M. Strauss, her Solicitor, respectfully represents:

1. That your Complainant was married to Tilghman I. Franklin, the Respondent, by a duly ordained minister of the Gospel on October 11, 1934, in Baltimore, Maryland.

2. That the Complainant and the Respondent acquired a fee simple title to 29.87 acres of land in the Eighth Election District of Anne Arundel County, containing 29.87 acres, more or less, as shown on a certified copy of said deed filed herewith as "Complainant's Exhibit No. 1".

3. That the aforesaid marriage was disolved by a divorce decree "a vinculo matrimonii", signed by this Honorable Court on the 4th day of April, 1952, which said case is Divorces No. 4124, a certified copy of said divorce decree is filed herewith as "Complainant's Exhibit No. 2".

4. That the property aforesaid because of the Decree of Divorce aforesaid, now held and owned by the parties hereto, as tenants in common, and because of its nature and the improvements thereon, it is not susceptible of Partition in Kind between the parties hereto, without loss or injury to their respective interests therein.

5. That there are no other interests in the aforesaid property other than that of your Complainant and Respondent, and that a sale of said property is necessary for the best interest and advantage of the parties hereto, in order that the proceeds thereof may be divided among the parties hereto.

WHEREFORE your Complainant prays:

Filed 26 Mar., 1953

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

3. That your Petitioner may have such other and further relief as her case may require.

May it please your Honor to grant unto your Petitioner the Writ of Subpoena, directed to:

Tilghman Franklin, c/o Robert Franklin,
Nutwell, Anne Arundel County, Maryland

commanding him to be and appear in this Honorable Court, either in person or by Solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss
Louis M. Strauss MFB
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 26th day of March, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Beatrice I. Franklin and made oath in due form of law that the matters and facts set forth in the foregoing bill are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean
Notary Public

INT. REV. STAMP $2.75 - MD. STATE STAMP $2.50

NO TITLE EXAMINATION.

This Deed, made this 28th day of March, in the year 1945, by and between Robert T. Franklin and Nannie Franklin, his wife, hereinafter called parties of the first part and Tilghman Franklin and Beatrice Franklin, his wife, hereinafter called parties of the second part, Witnesseth:

That for and in consideration of the love and affection the parties of the first part hold for the parties of the second part and the further sum of Five Dollars, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple, all that lot or parcel of ground lying, being and situate in the Eighth Election District of Anne Arundel County and more particularly described as follows:

Beginning at an original boundary stone placed on the east side of the county road running from Nutwell to Sudley and adjoining the Gidding's land, thence along the said Giddings land following a fence south 58° 46' east 450 feet, thence south 51° 30' east 163.33 feet, thence south 64° 1' east 487 feet to a fence adjoining N. Franklin's land, thence along the said N. Franklin's land south 8° 3' west 895 feet to a stake by a fence post adjoining S. Franklin's land, thence along the said S. Franklin's land and following a ravine south 84° 25' west to the state road, thence along the said road north 41° 20' west 183.25 feet to Tilghman Franklin's lot, thence along the said lot boundary north 4° 30' east 215 feet, thence north 81° 30' west 136 feet to the aforesaid county road, thence along the said county road north 1° 0' east 476 feet, thence north 52° 45' east 437 feet, thence north 1° 49' east 439 feet; to the point of beginning and containing 29 87/100 acres, more or less.

Being a part of the same property of which Thomas S. Nutwell died seized and possessed of on or about the 27th day of June, 1892, and by his last will and testament duly recorded among the

Complainant's Exhibit No. 1
Filed 26 Mar., 1953.

3

Testamentary Records of Anne Arundel County he devised the same to his wife Annie Nutwell for life with remainder in fee simple to his children named therein, the grantor hereinbefore mentioned being one of the said children and the said Annie Nutwell having departed this life on or about the 22nd day of May, 1931, the portion of the land of which this is a part vested in fee simple in Nannie Franklin, one of the grantors.

Together with the buildings and improvements thereon and all the right, roads, ways, alleys, waters, privileges and appurtenances thereunto 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 parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

And the said parties of the first part do 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 Grantor.

Witness: ROBERT T. FRANKLIN (SEAL)

ROBERTA O. ROGERS. NANNIE FRANKLIN (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 28th day of March, in the year 1945, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Robert T. Franklin and Nannie Franklin, his wife, and each acknowledged the aforegoing deed to be their respective act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) ROBERTA O. ROGERS

NOTARY PUBLIC

Recorded 29th March, 1945, at 1:40 P.M.

4

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. 327 Folio 226 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 26th day of March, 1953.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

5

LIBER 82 PAGE 556

BEATRICE I. FRANKLIN
VS.
TILGHMAN FRANKLIN

No. 4124 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

Complainant's Exhibit No "2"
Filed 26 Mar., 1953

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

Whereupon it is ordered this 4th day of April, Nineteen Hundred and Fifty-two, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, Beatrice I. Franklin, be, and she is hereby, divorced "a vinculo matrimonii" from the defendant, the said Tilghman Franklin.

It is further Ordered, Adjudged and Decreed that the said Beatrice I. Franklin, Complainant, is hereby awarded custody of the infant child mentioned in these proceedings, namely, William Robert Franklin, subject to the right of Tilghman Franklin, the Respondent, to visit with said infant at reasonable times and hours, and subject to the further Order of this Court.

It is further Ordered, Adjudged and Decreed that said Tilghman Franklin, Respondent herein, pay unto the said Beatrice I. Franklin, the sum of Seven ($7.00) Dollars per week, accounting from the date of this Decree for the support and maintenance of the said infant child, William Robert Franklin, subject to the further Order of this Court.

And is further adjudged, ordered and decreed that the defendant, Tilghman Franklin, pay the costs of these proceedings.

/s/ Benjamin Michaelson
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 26th day of March, A. D., 19 53.

John H. Hopkins, 2nd, Clerk.

6

BEATRICE I. FRANKLIN	:	NO. 10,686 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
TILGHMAN FRANKLIN	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Tilghman Franklin, respondent, to the bill of complaint filed against him in this cause exhibited, respectfully represents unto Your Honors:

That he admits the matters and facts set forth in said bill of complaint and consents to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.

Filed 9 Apr, 1953

Tilghman Franklin
Tilghman Franklin, Respondent

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Respondent

I hereby certify that on this 9 day of April, 1953, I mailed a copy of the foregoing answer to Louis M. Strauss, solicitor for the complainant, Towns-Worth Building, Annapolis, Maryland.

Albert J. Goodman
Solicitor for Respondent

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

7

BEATRICE I. FRANKLIN, Deale, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
TILGHMAN FRANKLIN, Nutwell, Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY
	:	No. 10,686 EQUITY

: : : : :

CONSENT OT THE PASSAGE OF A DECREE FOR THE SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainant by Louis M. Strauss, her Solicitor, and the Respondent, by Albert J. Goodman, his Solicitor, consent to the passage of a Decree for the sale of real estate mentioned in these proceedings, and respectfully represent that the parties hereto constitute all the parties of interest, and that a corporate bond of Ten Thousand Dollars ($10,000.00) to be filed by the Trustees, appointed by this Honorable Court, will be sufficient to cover any and all proceeds and Court Costs of these proceedings.

Respectfully submitted,

Louis M. Strauss
Attorney for Complainant

Albert J. Goodman
Attorney for Respondent

Filed 13 Apr., 1933

8

BEATRICE I. FRANKLIN Deale, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
TILGHMAN FRANKLIN, Nutwell, Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY
	:	No. 10,686 EQUITY

: : : : :

DECREE FOR THE SALE OF REAL ESTATE

THIS CAUSE, standing ready for hearing and being submitted by the parties to these proceedings, were read and considered by the Court.

IT IS THEREUPON, this 13th day of April, 1953, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that Albert J. Goodman and Louis M. Strauss, be and they are hereby appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

Filed April 13, 1953

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 Ten Thousand Dollars ($10,000.00), 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 make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six percent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on

9

the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

10

Equity 10,686

KNOW ALL MEN BY THESE PRESENTS: That we Albert G. Goodman and Louis M. Strauss, Trustees of Annapolis, Maryland as principals, and the American Surety Company of New York, a body corporate, 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 Ten Thousand 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 26th day of May in the year of our Lord nineteen hundred and fifty-three.

Filed 26 May, 1953

WHEREAS, the above bounden Albert J. Goodman and Louis M. Strauss by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell REAL ESTATE mentioned in the proceedings in the case of BEATRICE FRANKLIN vs. TILGHMAN FRANKLIN (Equity No. 10686) now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Albert J. Goodman and Louis M. Strauss do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Albert J. Goodman (SEAL)

Louis M. Strauss (SEAL)

Charlotte W. Dudeau

AMERICAN SURETY CO. OF NEW YORK

By Thomas G. Basil
Thomas G. Basil
Attorney in fact

Approved this 26 May, 1953
John H. Hopkins, 3rd, Clerk

11

BEATRICE I. FRANKLIN,
Deale, Maryland

vs.

TILGHMAN FRANKLIN,
Nutwell, Anne Arundel County, Md.

LIBER 82 PAGE 562

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10,686 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

Legal Notices

ALBERT J. GOODMAN
LOUIS M. STRAUSS
Solicitors
Annapolis, Maryland

TRUSTEE'S SALE
— OF —
VALUABLE FARMLAND AND BARNS

By virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 10,686, the undersigned, Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MAY 26TH, 1953
AT 11 O'CLOCK A. M.

ALL THAT TRACT OF LAND AND IMPROVEMENTS THEREON, situate in the Eighth Election District of Anne Arundel County, on the east side of a County Road leading from Nutwell to Sudley, more particularly described as follows:

Begining at an original boundary stone placed on the east side of the county road running from Nutwell to Sudley and adjoining the Gidding's land, thence along the said Giddings land following a fence South 58 degrees 46' East 450 ft., thence South 51 degrees 30' East 163.33 ft. thence South 64 degrees 01' East 487 ft. to a fence adjoining S. Franklin's land, thence along the said S. Franklin's land and following a ravine South 84 degrees 25' West to the State Road, thence along the said road North 41 degrees 20' West 183.25 ft. to Tilghman Franklin's lot, thence along the said lot boundary North 4 degrees 30' East 215 ft., thence North 81 degrees 30' North 136 ft. to the aforesaid County Road, thence along the said County Road North 1 degree 00' East 476 ft., thence North 52 degrees 45' East 437 ft., thence North 1 degree 49' East 430 ft., to the point of beginning and containing 28 and 87/100 acres, more or less.

BEING a part of the same property of which Thomas S. Nutwell died, seized and possessed of on or about the 27th day of June, 1892, and by his Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County, he devised the same to his wife, Annie Nutwell for life with remainder in fee simple to his children named therein; the Grantor hereinbefore mentioned being one of the said children and the said Annie Nutwell having departed this life on or about the 22nd day of May, 1931, the portion of the land of which this is a part vested in fee simple, in Nannie Franklin, one of the Grantors; said tract of land being improved by two barns, commonly known as tobacco barns, in good state of repair, and said acreage is the greater part cleared and is of high farm product and tobacco raising utility.

Terms of Sale: A deposit of ten percent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at the rate of six percent (6%) per annum from day of sale.

Taxes and other expenses, if any, to be adjusted at time of settlement.

ALBERT J. GOODMAN
LOUIS M. STRAUSS
Trustees.

ROBERT H. CAMPBELL, Auctioneer.

m-21

Filed 1 June, 1953

Filed 1 June, 1953

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 28th, 1953

We hereby certify, that the annexed Trustee's Sale Annie Nutwell

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once ~~a week~~ for 1 ~~successive~~ weeks before the 26th day of May, 1953. The first insertion being made the 30th day of April, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ALBERT J. GOODMAN
LOUIS M. STRAUSS
Solicitors
Annapolis, Maryland

TRUSTEE'S SALE
— OF —
VALUABLE FARMLAND AND BARNS

By virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 10,686, the undersigned, Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MAY 26TH, 1953
AT 11 O'CLOCK A. M.

ALL THAT TRACT OF LAND AND IMPROVEMENTS THEREON, situate in the Eighth Election District of Anne Arundel County, on the east side of a County Road leading from Nutwell to Sudley, more particularly described as follows:

Begining at an original boundary stone placed on the east side of the county road running from Nutwell to Sudley and adjoining the Gidding's land, thence along the said Giddings land following a fence South 58 degrees 40' East 450 ft., thence South 51 degrees 30' East 163.33 ft. thence South 64 degrees 01' East 487 ft. to a fence adjoining S. Franklin's land, thence along the said S. Franklin's land and following a ravine South 84 degrees 25' West to the State Road, thence along the said road North 41 degrees 20' West 183.25 ft. to Tilghman Franklin's lot, thence along the said lot boundary North 4 degrees 30' East 215 ft., thence North 81 degrees 30' North 126 ft. to the aforesaid County Road, thence along the said County Road North 1 degree 00' East 476 ft., thence North 52 degrees 45' East 487 ft., thence North 1 degree 49' East 430 ft., to the point of beginning and containing 28 and 87/100 acres, more or less.

BEING a part of the same property of which Thomas S. Nutwell died, seized and possessed of on or about the 27th day of June, 1892, and by his Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County, he devised the same to his wife, Annie Nutwell for life with remainder in fee simple to his children named therein; the Grantor hereinbefore mentioned being one of the said children and the said Annie Nutwell having departed this life on or about the 22nd day of May, 1931, the portion of the land of which this is a part vested in fee simple, in Nannie Franklin, one of the Grantors; said tract of land being improved by two barns, commonly known as tobacco barns, in good state of repair, and said acreage is the greater part cleared and is of high farm product and tobacco raising utility.

Terms of Sale: A deposit of ten percent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at the rate of six percent (6%) per annum from day of sale.

Taxes and other expenses, if any, to be adjusted at time of settlement.

ALBERT J. GOODMAN
LOUIS M. STRAUSS
Trustees.
m-21

Filed 1 June, 1953

13

OFFICE OF
Maryland Gazette
LIBER 82 PAGE 563 Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 28th, 1953

We hereby certify, that the annexed

Trustee's Sale

Annie Nutwell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a ~~week~~ month for 2 ~~successive weeks~~ insertions before the 26th day of May, 1953 The first insertion being made the 23rd day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

BEATRICE I. FRANKLIN, Deale, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
TILGHMAN FRANKLIN, Nutwell, Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY
	:	No. 10,686 EQUITY

: : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and Louis M. Strauss, Trustees, under a decree passed in these proceedings, dated the 13th day of April, 1953, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette and Evening Capital, newspapers published in Anne Arundel County, Maryland, for at least three (3) successive weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 26th day of May, 1953; at 11 o'clock A.M., then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale, to the highest bidder, said property being described as follows:

All that tract of land and improvements thereon, situate in the Eighth Election District of Anne Arundel County, on the east side of a County Road leading from Nutwell to Sudley, more particularly described as follows:

Beginning at an original boundary stone placed on the east side of the County road running from Nutwell to Sudley and adjoining the Gidding's land, thence along the said Giddings land following a fence South 58° 46' East 450 ft., thence South 51° 30' East 163.33 feet, thence South 64° 01' East 487 feet to a fence adjoining N. Franklin's land, thence along the said N. Franklin's land S 8° 3' W 895 ft. to a stake by a fence post adjoining S. Franklin's land, thence along the said S. Franklin's land and following a ravine South 84° 25' West to the State Road, thence along the said road North 41° 20' West 183.25 ft. to Tilghman Franklin's lot, thence along the said lot boundary North 4° 30' East 215 ft., thence North 81° 30' West 136 ft. to the aforesaid County Road, thence along the said County Road North 1° 00' East 476 ft., thence North 52°

Filed 1 June, 1953

14

45' East 437 ft., thence North 1° 49' East 439 ft., to the point of beginning and containing 29 $\frac{87}{100}$ acres, more or less.

BEING a part of the same property of which Thomas S. Nutwell died, seized and possessed of on or about the 27th day of June, 1892, and by his Last Will and Testament duly recorded among the Testamentary Records of Anne Arundel County, he devised the same to his wife, Annie Nutwell for life with remainder in fee simple to his children named therein; the Grantor hereinbefore mentioned being one of the said children and the said Annie Nutwell having departed this life on or about the 22nd day of May, 1931, the portion of the land of which this is a part vested in fee simple, in Nannie Franklin, one of the Grantors.

And, your said Trustees sold the above described property to Robert T. Franklin and Nannie T. Franklin, his wife, for the sum of Eight Thousand Four Hundred and Fifty Dollars ($8,450.00), they being the highest bidder therefor.

Respectfully submitted,

Albert J. Goodman

Albert J. Goodman

Louis M. Strauss

Louis M. Strauss
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 29th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Albert J. Goodman and Louis M. Strauss, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean

Mildred F. Bean - Notary Public

15

LIBER 82 PAGE 566

ORDER NISI

BEATRICE I. FRANKLIN

versus

TILGHMAN FRANKLIN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,686 Equity

Filed 1 June, 1953.

Ordered, this 1 day of June, 19 53, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and Louis M. Strauss, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of July next.

The report states that the amount of sales to be $8,450.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

BEATRICE I. FRANKLIN

versus

TILGHMAN FRANKLIN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 10 July, 1953.

ORDERED BY THE COURT, This 10th day of July, 1953, that the sale made and reported by the Trustees aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

16

LIBER 82 PAGE 567

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. 10,086 Equity
BEATRICE I. FRANKLIN
Vs.
TILGHMAN FRANKLIN

Ordered, this 1st day of June, 1953, That the sale of Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and Louis M. Strauss, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next;-Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sales to be $8,450.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

ju-25

Filed 10 July 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1953

We hereby certify, that the annexed Order Nisi - Sale - Eq. 10686 Beatrice I. Franklin

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 July, 1953. The first insertion being made the 4th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

No. M. G. 9164

17

LIBER 82 PAGE 568

In the Case of

Beatrice I. Franklin

vs.

Tilghman Franklin

In the

Circuit Court

For

Anne Arundel County

No. 10,686 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 July, 1953.

July 25, 1953

All of which is respectfully submitted.

Laura W. Jackson

Auditor.

18

Dr. Beatrice I. Franklin vs. Tilghman Franklin in ac.

To Trustees for Commissions, viz:	285	08	285	08
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	27	75		
Jos.W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	62	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	64		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
American Surety Co. of N. Y. -bond premium	40	00		
Robert H. Campbell - auctioneer's fee	40	00		
Clerk of Court - certified copies of deed and decree of divorce	2	25		
Louis M. Strauss - fee for legal services rendered (Order of 7/17/53)	150	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Mildred F. Bean - notary fees	1	00	292	24
BALANCE FOR DISTRIBUTION - $7,889.33				
Distributed as follows:				
To Beatrice I. Franklin - one-half	3,944	67		
To Tilghman Franklin - one-half	3,944	66	7,889	33
			8,529	35

19

with Albert J. Goodman and Louis M. Strauss, Trustees Cr.

1923				
May	26	Proceeds of Sale	8,450 00	
		Interest om deferred payment to 7/9/53	52 74	8,502 74
		Refund 1953 State and County taxes - 7 months 5 days	26 61	26 61
				8,529 35

20

Filed 2 Sept., 1953. Filed 27 July, 1953.

ORDER NISI LIBER 82 PAGE 571

Beatrice I. Franklin

VERSUS

Tilghman Franklin

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,686 Equity.

ORDERED, This 27 day of July, 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 31 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of August next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of September, 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 Richardson
Judge

LIBER 82 PAGE 572

Equity 10,686

In the

Beatrice I Franklin :

Circuit Court

vs :

for

Tilghman Franklin : Anne Arundel County

::

Certificate of Publication

Filed 1 Sept, 1953

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. 10,686 Equity
BEATRICE L. FRANKLIN
Vs.
TILGHMAN FRANKLIN

Ordered, this 27th day of July, 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 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-18

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Equity 10686 Tilghman Franklin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of August, 1953. The first insertion being made the 30th day of July, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M.G. 11208

22

JOHN P. PACA, JR. Attorney named in Mortgage	:	IN THE CIRCUIT COURT
vs	:	FOR
BENJAMIN F. BAILEY and GOLDIE L. BAILEY, his wife,	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 10,713

- - - - - - - -

Mr. Clerk:

Please docket suit in the above case for the foreclosure of the mortgage from Benjamin F. Bailey and Goldie L. Bailey, his wife, to Louis Roth and Jenevie Roth, his wife, dated June 10, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 171, which mortgage is now in default, and is filed herewith marked "Plaintiff's Exhibit No. 1".

John P. Paca Jr.
Attorney named in Mortgage

James E. Stewart
Attorney for Plaintiff

Filed 30 Apr., 1953

Plaintiff's Exhibit No. 1
No. 10,713 Equity

MORTGAGE FEE—CITY OR COUNTY—Form

PURCHASE MONEY

THIS MORTGAGE, Made this 10th day of June, in the year nineteen hundred and fifty-two, by and between Benjamin F. Bailey and Goldie L. Bailey, his wife, Mortgagors of the City of Baltimore, in the State of Maryland, of the first part, and Louis Roth and Jenevie Roth, his wife, of same City and State Mortgagees of the second part:

Whereas, said Mortgagors stand justly indebted unto the said Mortgagees in the full sum of Thirty-seven hundred ($3700.) Dollars, which sum, together with interest thereon at the rate of six percent per annum, payable weekly, said Mortgagors have agreed to repay in weekly installments of Eleven ($11.) Dollars, to be applied, first to interest and the balance to principal. The entire balance of principal to become due and payable in full at the expiration of five years from the date hereof; and

Whereas, it was a condition precedent to the granting of said loan that its repayment, both principal and interest, be secured by the execution of these presents.

Filed 30 Apr, 1953

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors - do 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 Fourth Election District of Anne Arundel County, Maryland ~~aforesaid~~ and described as follows, to wit:—Beginning for the same at a point on the northeast side of Orchard Avenue, 40 feet wide, as laid out on the Plat of Champion Forest hereinafter referred to, at the distance of 101 feet northeast from the dividing line between lots 84B and 84C, as shown on said plat, said place of beginning being at the end of the first line of the lot of ground described in a deed dated June 25, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 633 folio 29 from Louis Roth and wife to Walter L. Purper and wife; running thence and binding on the northeast side of Orchard Avenue north 38 degrees 31 minutes west 100 feet to the dividing line between lots 84C and 84D, as shown on said plat; thence north 46 degrees 52 minutes east 310 feet, more or less, and binding on said dividing line between lots 84C and 84D, to the northwest side of a reservation 10 feet wide there situate as shown on said plat; thence binding on said reservation south 16 degrees 43 minutes east 112.71 feet to the end of the second line in said deed from Roth and wife to Purper and wife; thence binding reversely on said second line south 46 degrees 52 minutes west 270 feet, more or less, to the place of beginning. Being the northernmost half of lot 84C as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 5 folio 32 (Cabinet No. 1, Rod A9 Plat No. 5).

BEING the same lot of ground which by Deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior to the recording hereof, was granted and conveyed by the said Louis Roth and wife unto the Mortgagors herein, in fee simple.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of said Mortgagees, their heirs and assigns, forever.

Provided, that if the said Mortgagors, their

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Thirty-seven hundred ($3700.) 0 - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagees their personal representatives, or assigns or John P. Paca, Jr. authorized Attorney or Agent

3

of the said Mortgagees, their personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Fifty 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 Mortgagees, their executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or John P. Paca, Jr. 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 it is agreed that, until default be made in the premises, the said parties of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Thirty-seven hundred ($3700.) - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagees, their executors, administrators or assigns, to the extent of their lien or claim hereunder.

Witness our hands and seals.

TEST:

John P. Paca Jr.
John P. Paca, Jr.

Benjamin F. Bailey [SEAL]
Benjamin F. Bailey

Goldie L. Bailey [SEAL]
Goldie L. Bailey

[SEAL]

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 10th day of June, in the year one thousand nine hundred and fifty-two, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Benjamin F. Bailey and Goldie L. Bailey, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Louis Roth and Jenevie Roth, his wife, the Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

John P. Paca Jr.
John P. Paca, Jr. Notary Public

Recorded-11th-June-1952-at-2::00-P.M.

LIBER 82 PAGE 577

MORTGAGE

FROM

Benjamin F. Bailey and Goldie L.

Bailey, his wife,

TO

Louis Roth and Jenevie Roth, his wife,

BLOCK NO.

Received for Record June 11, 1952,

at 2 o'clock P M. Same day recorded

in Liber JMH No. 689 Folio 179 &c.,

Land Records of

Anne Arundel County

and examined per

John W. Stephens Clerk.

Cost of Record, $

John P. Paca, Jr.
Attorney-at-law
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

LIBER 82 PAGE 578

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

John P. Paca, Jr., Attorney named in mortgage, Plaintiff.

vs.

Benjamin F. Bailey and Goldie L. Bailey, his wife, Defendents.

No. 10,713 Equity.

STATE OF MARYLAND, Baltimore City, Sct:

~~I~~ We, Louis Roth and Jenevie Roth, his wife, being duly sworn, do depose and say:

(1) That ~~I am~~ we are a resident of Baltimore City 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 Benjamin F. Bailey and Goldie L. Bailey, 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 defendants ~~is~~ are about 35 years of age, ~~is~~ are married, ~~has~~ 3 child ren, lives ~~with~~ at 2119 E. Fairmount Avenue, Baltimore, Maryland is employed by a large corporation in Baltimore, at and has been so employed for about -

(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 sixty * 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 18th day of May, 1953.

Louis Roth
Louis Roth ~~Affiant~~.

Jenevie Roth
Jenevie Roth Affiant

Sadie D.T. Deaver
Sadie D.T. Deaver Notary Public.

Filed 21 May, 1953

* Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

6

LIBER 82 PAGE 579

JOHN P. PACA, JR., Attorney named in Mortgage	:	IN THE CIRCUIT COURT
Vs.	:	FOR
BENJAMIN F. BAILEY and GOLDIE L. BAILEY, his wife,	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY No. 10,713

* * * * * * * * * * *

Statement of Mortgage Claim

Statement of mortgage claim of Louis Roth and Jenevie Roth, his wife, under mortgage from Benjamin F. Bailey and Goldie L. Bailey, his wife, to the said Louis Roth and Jenevie Roth, his wife, dated June 10, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 688 folio 171.

Amount of Mortgage		$3,700.00
Credit Principal		231.00
		$3,469.00
Interest from 6/10/52 to 6/22/53, date of sale	$214.60	
1953 taxes paid	1.52	216.12
Balance due on mortgage		$3,685.12

Louis Roth
Louis Roth

Jenevie Roth
Jenevie Roth

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Louis Roth and Jenevie Roth, his wife, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in this cause and now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

SADIE D. T. DEAVER NOTARY PUBLIC BALTIMORE, MARYLAND

Sadie D. T. Deaver
Notary Public
Sadie D.T.Deaver

Filed 21 May, 1953

7

LIBER 82 PAGE 580

No. 2526373

The Fidelity and Casualty Company of New York

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

John P. Paca, Jr., Attorney Named in Mortgage VS. Benjamin F. Bailey and Goldie L. Bailey, his wife	No. 10,713 Equity

Filed 21 May, 1953

KNOW ALL MEN BY THESE PRESENTS, That we, John P. Paca, Jr., 729 Title Building, Baltimore 2, Maryland, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a body corporate under the laws of the State of New York, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-seven Hundred & 00/100 Dollars ($3700.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 12th day of May, in the year of our Lord, nineteen hundred and fifty-three.

WHEREAS, the above bounden John P. Paca, Jr. by virtue of the power contained in a mortgage from Benjamin F. Bailey and Goldie L. Bailey, his wife to Louis Roth and Jenevie Roth, his wife, bearing date the 10th day of June, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 688, Folio 171 and John P. Paca, Jr. is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John P. Paca, Jr., 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

John P. Paca, Jr. (SEAL)
John P. Paca, Jr.

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK
by
Albert R. Cable
Albert R. Cable-Attorney

Esther M. Waidner
Esther M. Waidner

Approved this 21 May, 1953
John H. Hopkins, 3rd, Clerk

8

Filed 6 June, 1953.

CONTRACT OF SALE

Baltimore, June 2, 1953

I, Louis Roth and Jeneve Roth have this day purchased at Public Auction for the price of $ Bond w the property situate on Orchard Ave., Anne Arundel Co., being in fee-simple, and described in Mortgage, dated June 10, 1952, and recorded in Liber J.H.H. 688 Folio 171.

From - - - - - - - - - - JOHN P. PACA, Jr., Attorney named in Mortgage, of which a deposit of FIVE HUNDRED ($500.00) - - - - - - - - - - - - - - - - Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Court of Anne Arundel Co. City. All rents, taxes and expenses to be adjusted to date of sale.

The Advertisement of, is hereby incorporated herein.

Signed: Louis Roth (Seal)
Purchaser

WITNESS:
as to signatures and receipt of deposit.

Jeneve Roth (Seal)
Purchaser

(Seal)

A. J. BILLIG, Auctioneer

John P. Paca Jr. (Seal)
Attorney Named in Mortgage

LIBER 82 PAGE 581

ATTORNEY'S MORTGAGE
FORECLOSURE SALE
OF VALUABLE
FEE SIMPLE PROPERTY
Orchard Avenue, Champion Forest, near Jessupa, improved by three room dwelling VACANT.

Under and by virtue of the power and authority contained in a mortgage from Benjamin F. Bailey and Goldie L. Bailey, his wife, to Louis Roth and Jeneve Roth, his wife, dated June 10, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 688 folio 171 (default having occurred thereunder) the undersigned Attorney named in the mortgage will sell at public auction on the premises on

TUESDAY, JUNE 2, 1953
AT 4 P. M.

All that lot of ground and improvements situate in the Fourth Election District of Anne Arundel County, Maryland and described as follows:

BEGINNING for the same at a point on the northeast side of Orchard Avenue, 40 ft. wide, as laid out on the plat of Champion Forest hereinafter referred to, at the distance of 301 feet northeast from the dividing line between lots 843 and 845, as shown on said plat, said place of beginning being at the end of the first line of the lot of ground described in a deed dated June 25, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 638 folio 20 from Louis Roth and wife to Walter L. Purper and wife; running thence and binding on the northeast side of Orchard Avenue north 38 degrees 31 minutes west 100 feet to the dividing line between lots 845 and 847, as shown on said plat; thence north 48 degrees 52 minutes east 310 feet, more or less, and binding on said dividing line between lots 845 and 847, to the northwest side of a reservation 10 feet wide there situate as shown on said plat; thence binding on said reservation south 10 degrees 38 minutes east 112.71 feet to the end of the second line in said deed from Roth and wife to Purper and wife; thence binding reversely on said second line south 48 degrees 52 minutes west 270 feet, more or less, to the place of beginning. Being the northernmost half of lot 846 as shown on the Plat of Champion Forest, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F. S. R. No. 5 folio 22 (Cabinet No. 1, Rod 40, Plat No. 5).

The improvements thereon being a three-room dwelling with bath.

Terms of Sale: Cash upon ratification of sale. All expenses to be adjusted to date of sale. A deposit of $500.00 will be required of the purchaser at the time of sale. Balance purchase price to bear interest at rate of 6% from date of sale.

JOHN P. PACA, JR.,
720 Title Building,
Baltimore 2, Maryland,
Attorney Named in Mortgage.
A. J. BILLIG & CO.,
Auctioneers.

m-28

Filed 6 June, 1953

JOHN P. PACA, JR., ATTORNEY NAMED IN MORTGAGE : IN THE CIRCUIT COURT
: FOR
VS
: ANNE ARUNDEL COUNTY
BENJAMIN F. BAILEY AND GOLDIE
:
L. BAILEY, HIS WIFE
: EQUITY CASE NO. 10713

::

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of John P. Paca, Jr., Attorney in the above entitled cause, to make sale of fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said mortgage, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Capital-Gazette, a weekly newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice on Tuesday, the second day of June, 1953 at 4:00 P.M. attend on the premises and then and there sold the fee simple property situate in the Fourth Election District of Anne Arundel County on Orchard Avenue, Champion Forest, being fully described in the annexed advertisement of sale to Louis Roth and Jenevie Roth, his wife, for the sum of Two thousand ($2000.) Dollars cash asevidenced by receipt of A. J. Billig and Co. Auctioneers attached hereto, they being the highest bidders therefor.

John P. Paca Jr
John P. Paca, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN P. PACA, JR. Attorney namedin mortgage and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Sadie D.T. Deaver
Sadie D.T. Deaver Notary Public

10

ORDER NISI

LIBER 82 PAGE 583

JOHN P. PACA, JR.,
ATTORNEY NAMED IN MORTGAGE

versus

BENJAMIN F. BAILEY AND
GOLDIE L. BAILEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,713 Equity

Filed 6 June, 1953

Ordered, this 6 day of June, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by John P. Paca, Jr., Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of July next.

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN P. PACA, JR.,
ATTORNEY NAMED IN MORTGAGE

versus

BENJAMIN F. BAILEY AND
GOLDIE L. BAILEY, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 20 July, 1953

ORDERED BY THE COURT, This 20th day of July, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

LIBER 82 PAGE 584 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1953

We hereby certify, that the annexed Order Nisi - Sale - Eq. 10713 Benjamin F. Bailey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of July, 1953. The first insertion being made the 11th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9184

12

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,713 Equity

JOHN P. PACA, JR., ATTORNEY NAMED IN MORTGAGE
Vs.
BENJAMIN F. BAILEY AND GOLDIE L. BAILEY, HIS WIFE.

Ordered, this 6th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John P. Paca, Jr., attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-2

Filed 18 July, 1953

In the Case of

John P. Paca, Jr.,
Attorney named in Mortgage
vs.
Benjamin F. Bailey
and
Goldie L. Bailey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,713 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 31 July, 1953.

July 24, 1953

All of which is respectfully submitted.

Laura K. Frickling
Auditor.

Dr. John P. Paca, Jr., Attorney named in Mortgage, vs. Benjamin F. Bailey and Goldie L. Bailey, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	93	33	143	33
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	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Casualty Co. - bond premium	14	80		
A. J. Billig Co. - auctioneer's fee	20	00		
One-half Federal revenue stamps	1	10		
One-half State revenue stamps	1	10		
Sadie D. T. Deaver - notary fees	1	50	98	74
To Attorney for Taxes, viz:				
1953 State and County taxes (balance of $1.50 adjusted)		50		50
To Louis Roth and Jenevie Roth, his wife, mortgagees - this balance on account mortgage claim	1,730	68	1,730	68
			2,011	00
Amount of mortgageclaim filed	3,685	12		
Cr. Amount allowed as above	1,730	68		
Balance subject to decree in personam	1,954	44		

with John P. Paca, Jr., Attorney named in Mortgage Cr.

1953				
June	2	Proceeds of Sale	2,000 00	
		Interest on deferred payment to 7/15/53	11 00	2,011 00
				2,011 00

19

LIBER 82 PAGE 588

ORDER NISI

John P. Paca, Jr.,

Attorney named in Mortgage

VERSUS

Benjamin F. Bailey

and

Goldie L. Bailey, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,713 Equity.

Filed 31 July, 1953

ORDERED, This 31 day of July, 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 1 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of September next.

John H. Hopkins, 3rd, Clerk

Filed 10 Sept, 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of September, 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

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. 10,713 Equity
JOHN P. PACA, JR., Attorney named in Mortgage
Vs.
BENJAMIN F. BAILEY and GOLDIE L. BAILEY, His Wife.

Ordered, this 31st day of July, 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 1st day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-20

Filed 10 Sept, 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10713

Benjamin F. Bailey

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 1st day of September, 1953. The first insertion being made the 6th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 11223

17

LIBER 82 PAGE 589

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LeROY J. MILLER and ADA	*	ANNE ARUNDEL COUNTY
M. MILLER, his wife	*	NO. 10,688 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Denyan, Jr.
Attorney named in the Mortgage

Filed 27 Mar., 1953.

LIBER 82 PAGE 590
LIBER 508 PAGE 100

No. 10,688 Equity

PURCHASE MONEY

This Mortgage,

Made this 14TH day of January, 1949, by and between Leroy J. Miller and Ada M. Miller, his wife - - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☒ A ☐ B ☐ C ☐ GI as herein indicated, and being the holder of -20- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 2,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

Filed 27 Mar., 1953

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th OS lot S of ground, situate, lying and being in Marley Park Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Lots Nos. 27 and 28 in Block S, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 2, folio 11; now Plat Cabinet 1, Rod E, Plat 11.

BEING ALSO the same property which the said Mortgagors acquired from Thomas E. Redmond and Marion H. Redmond, his wife, and Alberta Duffey and James Duffey, her husband; by deed of even date herewith and intended to be recorded immediately prior hereto.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 20.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 10.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED. That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 2,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred W. Kuethe

Fred W. Kuethe

Leroy J. Miller (SEAL)
Leroy J. Miller

Ada M. Miller (SEAL)
Ada M. Miller

(SEAL)

(SEAL)

4

LIBER 82 PAGE 593

LIBER 508 PAGE 103

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14TH day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Leroy J. Miller and Ada M. Miller, his wife - - - - - - - - - - - - - - - - - - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh - - - - - - - - - - - - - - - - - - the - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred W. Kuethe

Fred W. Kuethe Notary Public.

Recorded- 15th-Jany-1949-at-9:00-A.M.

PURCHASE MONEY

Mortgage

FROM

LEROY J. MILLER, and
ADA M. MILLER, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 25994

Recorded this 19 day of Jan. 1949 in the Land Records of Anne Arundel County, Liber No. 508 Folio 100 Examined and Compared

Jehu Holton

LAW OFFICE
JOHN DEMYAN, JR.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE.

Secretary.

By

President.

5

LIBER 82 PAGE 594

IN THE MATTER OF THE MORTGAGED *
REAL ESTATE OF LEROY J. MILLER *
and ADA M. MILLER, his wife *

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10,688 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 2,000.00
Interest from the 30th day of September, 1952 to the 30th day of March, 1953.	$56.00	
Late Fines from the 30th day of October, 1952 to the 30th day of March, 1953.	19.20	75.20
		$ 2,075.20
Dues paid to date		468.00
Total amount due under Mortgage		$1,607.20

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF
ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of March, 1953; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

Filed 27 Mar, 1953.

6

No. 10,688 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Dollars ($2,000.00), to be paid to the said State or its certain attorney, to which payment well and truly to be made 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 28th day of April, 1953.

Filed 28 Apr., 1953.

WHEREAS by virtue of a power of sale contained in a mortgage from Leroy J. Miller and Ada M. Miller, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, bearing date on or about the 14th day of January, 1949, the said John Demyan, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

Signed, sealed and delivered in the presence of

Margaret B. Hendrix
Margaret B. Hendrix, as to all

John Demyan, Jr. (SEAL)
John Demyan, Jr., PRINCIPAL

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

Approved this 28 Apr., 1953
John H. Hopkins, 3rd, Clerk

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

JOHN DEMYAN, JR.,
Attorney At Law
9 Crain Highway, Glen Burnie, Md.

LIBER 82 PAGE 596

MORTGAGE SALE

— OF VALUABLE —

FEE SIMPLE PROPERTY

LOTS 27 AND 28, IN BLOCK S, AS SHOWN ON THE PLAT OF MARLEY PARK BEACH, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN PLAT CABINET 1, ROD E, PLAT 11

Filed 28 Apr., 1953

Property located at Marley Park Beach, Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from Leroy J. Miller and Ada M. Miller, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, dated January 14th, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 508, folio 100 (default having occurred thereunder), the undersigned, the attorney named in the mortgage, will sell at public auction, at the Court House Door, (Church Circle Entrance), Annapolis, Maryland, on

Tuesday, April 28th, 1953

AT 11 O'CLOCK, A.M.

All those lots of ground, situate, lying and being in Marley Park Beach, Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lots Nos. 27 and 28 in Block S, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book W. N. W. 2, folio 11; now Plat Cabinet 1, Rod E, Plot 11.

BEING ALSO the same property which the said Mortgagors acquired from Thomas E. Redmond and Marion H. Redmond, his wife, by deed dated January 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 508, folio 94.

IMPROVEMENTS: Bungalow dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.
Attorney Named In Mortgage.

8

LIBER 82 PAGE 597

Annapolis, Maryland

April 28th-------,1953

THIS IS TO CERTIFY, that I have this 28 day of April ,1953 sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 100 , at and for the sum of Fifteen Hundred and Fifty ($1,550.00)---------- Dollars, to Glen Burnie Savings & Loan Association of Anne Arundel ~~County, a body corporate.~~ it the then and there being the highest bidder for said property.

George W. Scible - Auctioneer

Filed 28 Apr., 1953

I HEREBY CERTIFY, that I have this 28 day of April, 1953; purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 100 , at and for the sum of Fifteen Hundred and Fifty ($1,550.00)---------- Dollars, and do hereby agree to comply with the terms of sale.

GLEN BURNIE SAV. & LOAN ASSN

Fred W. Kuethe, Secretary

Purchaser

9

LIBER 82 PAGE 598

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
LEROY J. MILLER and ADA	*	ANNE ARUNDEL COUNTY
M. MILLER, his wife	*	NO. 10,688 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Leroy J. Miller and Ada M. Miller, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated January 14, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 508, folio 100; the said John Demyan, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having 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 requesites 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, Church Circle Entrance, City of Annapolis, State of Maryland; April 28th, 1953,----------,at 11 o'clock A.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate. at and for the sum of Fifteen Hundred and Fifty ($1,550.00)---------- Dollars, /it being at that figure the highest bidder therefore, said property being the following:

All those lots of ground, situate, lying and being in Marley Park Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING Lots Nos. 27 and 28 in Block S, as shown on the Plat of Marley Park Beach, recorded among the Land Records of Anne Arundel County in Plat Book

Filed 28 Apr., 1953.

10

W.N.W. 2, folio 11; now Plat Cabinet 1, Rod E, Plat 11.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of same by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28" day of April, 1953; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr. Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Clemence C. Burwell

Notary Public

11

LIBER 82 PAGE 600

A F F I D A V I T

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 28 day of April, 1953, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage for the purpose of foreclosure; and at the same time also appeared George W. Scible, Auctioneer, and they made oath in due form of law that they read the following terms of sale prior to the sale of the property of these proceedings, at the Court House door, Church Circle Entrance, Annapolis Maryland on April 28th,----------, 1953, at 11 o'clock, namely:

TERMS OF SALE: A Cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

WITNESS my hand and Notarial Seal.

Filed 28 Apr., 1953

Geneva C. Burwell

Notary Public

John Demyan, Jr.,
Attorney named in the Mortgage

George Scible
Auctioneer

AFFIANTS

12

LIBER 82 PAGE 601

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

LeROY J. MILLER and
ADA M. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,688 Equity

Filed 28 Apr., 1953.

Ordered, this 28 day of April, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in Mortgage, ~~XXXXXXXX~~ Trustee,

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

The report states that the amount of sales to be $1,550.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

LeROY J. MILLER and
ADA M. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 10 June, 1953.

ORDERED BY THE COURT, This 10th day of June, 1953, 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

13

LIBER 82 PAGE 602

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 2nd, 1953

We hereby certify, that the annexed Order Nisi - Sale Equity Number 10,688 LeRoy J. Miller was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1953 The first insertion being made the 7th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,688 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LeROY J. MILLER and ADA M. MILLER, his wife.

Ordered, this 28th day of April, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyen, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of June next.

The report states that the amount of sales to be $1,550.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-28

Filed 9 June, 1953

MG- 3459

14

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
LeRoy J. Miller
and
Ada M. Miller, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,688 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 Aug. 1953

July 31, 1953

All of which is respectfully submitted.

Laura K. Fischling
Auditor.

15

Dr. In the Matter of the Mortgaged Real Estate of LeRoy J. Miller and Ada M. Miller, his wife

			in ac.	
To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	78	65	128	65
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	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 premium	10	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	91	89
To Attorney for Taxes, viz:				
1952 State and County taxes	17	45		
1953 State and County taxes ($24.54 -adj.)	8	18	25	63
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	1,277	45	1,277	45
			1,561	37
Amount of mortgage claim filed	1,607	20		
Cr. Amount allowed as above	1,277	45		
BALANCE SUBJECT TO DECREE IN PERSONAM	329	75		

16

with John Demyan, Jr., Attorney named in Mortgage Cr.

1953				
Apr.	28	Proceeds of Sale	1,550 00	
		Interest on deferred payment to 6/11/53	11 37	1,561 37
				1,561 37

17

LIBER 82 PAGE 606

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~XXXXXXX~~ of LeRoy J. Miller and Ada M. Miller, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,688 Equity.

Filed 6 Aug., 1953.

ORDERED, This 6 day of August, 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 8 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of September next.

John H. Hopkins, 3rd, Clerk

Filed 15 Sept., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of September, 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 Lucchadoro
Judge.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,688 Equity

In The Matter Of The Mortgaged Real Estate Of LeROY J. MILLER And ADA M. MILLER, His Wife.

Ordered, this 6th day of August, 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 8th 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 8th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-27

Filed 15 Sept., 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1953

We hereby certify, that the annexed

Order Nisi - And. Acct. - Eq 10688

LeRoy J. Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of September, 1953. The first insertion being made the 13th day of August, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 11425

19