MARY E. SMITH
204 Prince George Street
Annapolis, Maryland

LORRAINE S. MUHLMEISTER
402 Taylor Avenue
Annapolis, Maryland

MARY ELIZABETH SMITH WEST
449 Longfellow Road
Glen Ellen, Illinois

DORIS A. SMITH WISEMAN
25 Murray Avenue
Annapolis, Maryland

and

HOWARD B. SMITH, infant
CHARLES W. SMITH (III), infant
and RUTH A. SMITH, infant
by Doris A. Smith Wiseman, their
sister and next friend
25 Murray Avenue
Annapolis, Maryland

-vs.-

SHARON MUHLMEISTER, infant
402 Taylor Avenue
Annapolis, Maryland

CAROLYN S. WEST, infant
449 Longfellow Road
Glen Ellen, Illinois

DAVID R. WEST, infant
449 Longfellow Road
Glen Ellen, Illinois
AND ANY PERSONS not in being
whose interest in the subject matter
of this suit may be affected by any
decree or order which may be entered
in these proceedings

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 10,258

Filed 26 June, 1951

. . . .

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Mary E. Smith, Lorraine S. Muhlmeister, Mary Elizabeth Smith West, Doris A. Smith Wiseman and Howard B. Smith, Charles W. Smith (III) and Ruth A. Smith by Doris A. Smith Wiseman, their sister and next friend respectfully represents:

1. That Charles W. Smith (Jr.) departed this life on June 2, 1950, leaving a last will and testament duly admitted to probate in the Orphans' Court for Anne Arundel County on

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

June 13, 1950, wherein in paragraph Fifth thereof he devised "all of my real estate of which I die possessed unto my dear wife, MARY E. SMITH, to have and to hold the same for and during the term of her natural life; and at her death, to my children, MARY ELIZABETH SMITH, LORRAINE S. MUHLMEISTER, DORIS A. SMITH, CHARLES W. SMITH, III, HOWARD B. SMITH and RUTH A. SMITH, jointly with cross-remainders between them, so that at the decease of any one of my children, his or her interest shall pass to my surviving children; and upon the death of the last surviving child, said real estate shall descend to my grandchildren, the lawful issue of my children, as tenants in common, absolutely, the descendants of my said children to take per stirpes and not per capita only the proportionate share of the share to which their parent was entitled while living." A certified copy of said last will and testament is attached hereto marked "Complainant's Exhibit Number 1".

2. That at the time of his death the said Charles W. Smith (Jr.) was seised and possessed of certain real estate situate in the City of Annapolis, Anne Arundel County, State of Maryland, to wit:

a. Frame house and lot known as No. 402 Taylor Avenue.

b. Frame house and lot known as No. 127 Market Street.

c. Brick row-house with first floor store front known as No. 126-130 Main Street.

d. Brick row-house and lot with first floor store front known as No. 133 Main Street.

e. Vacant lot situate at the rear of No. 139-141 Main Street.

f. Brick row-house and lot known as No. 204 Prince George Street.

g. Brick house and lot known as No. 200 Prince George Street.

h. Brick garage and lot situate on the east side of East Street.

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BALTIMORE 2, MARYLAND

Said real estate is more particularly described in the inventory of the real estate filed and approved by the Orphans' Court for Anne Arundel County in the estate of Charles W. Smith (Jr.) (Orphans' Court File No. 7815), a certified copy of which real inventory is attached hereto marked "Complainants' Exhibit No. 2".

3. That the Complainant, Mary E. Smith, said widow of the said Charles W. Smith (Jr.) and the Complainants, Mary Elizabeth Smith West (formerly Mary Elizabeth Smith), Lorraine S. Muhlmeister, Doris A. Smith Wiseman (formerly Doris A. Smith), Charles W. Smith, III, infant, Howard B. Smith, infant, and Ruth A. Smith, infant, are all of the children mentioned in Paragraph Fifth of said last will and testament and are the only children who were born to Mary E. Smith and Charles W. Smith (Jr.).

4. That the Respondent, Sharon Muhlmeister, infant is the only child born to the Complainant, Lorraine S. Muhlmeister; that the Respondents Carolyn S. West and David R. West are the only children born to the Complainant, Mary Elizabeth Smith West; and that no children were born to any of the other children of the said Mary E. Smith and Charles W. Smith (Jr.).

5. That the Complainants and the Respondents are the only persons now in being having an interest in the aforesaid real estate.

6. That the time for filing claims against the estate of Charles W. Smith (Jr.) has expired and all claims against said estate have been satisfied; that all estate and inheritance taxes due from said estate have been paid.

7. That with the exception of Numbers 200 and 204 Prince George Street, all of the aforesaid real estate is rental property; that Number 204 Prince George Street was the residence of Charles W. Smith (Jr.) and Mary E. Smith and that Number 200 Prince George Street was at one time the residence of the late Arabella W. Smith, the mother of Charles W. Smith (Jr.) but has been vacant and unoccupied for many years.

8. That all of the said real estate is clearly in need of repair and would require considerable expenditures to effect the necessary repairs, but there is no money available with which

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BALTIMORE 2, MARYLAND

to make them; that unless the necessary repairs be made immediately the property will rapidly deteriorate and the rents derived from said properties will decline and cease with the result that all of the parties hereto, including those unborn, will be deprived of any income therefrom and the value of said property placed in jeopardy to the detriment of both life tenants and remaindermen; and that a sale of so much of the property as is necessary to obtain sufficient funds to repair the remaining property would be beneficial to all parties having an interest therein.

9. That in particular the premises at 133 Main Street are in such bad state of repair that the store on the first floor became untenantable on September 30, 1950, and except for one month, it has remained vacant since that time; that said property does not produce sufficient income to cover expenses.

10. That said No. 133 Main Street is a good location for business purposes and would attract a purchaser having sufficient money to repair and renovate the building; that the Complainants are advised that there are persons interested in buying the property and that a sale thereof would probably bring a sufficient sum of money to make the necessary repairs to the other properties and protect them from further deterioration.

TO THE END THEREFORE:

a.) That this Honorable Court may assume jurisdiction pursuant to Sections 252 and 252 A of Article 16 of the Code of Public General Laws of Maryland.

b.) That this Honorable Court may grant an order of publication directed to the non-resident Respondents 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 herein should not be granted.

c.) That a decree may be passed for the sale of so much of the property mentioned in these proceedings, including both life and remainder interests, as is necessary to obtain sufficient funds to put the remaining property in a sufficient state of repair and to prevent further deterioration and protect the interests of all the parties hereto; and that the remaining proceeds of such sale be invested under the direction of this Court so as to inure to the benefit of the parties hereto in like manner as

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

by the original devise.

c.) That the Complainants may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND ETC.

Mary E. Smith
Mary E. Smith

Lorraine S. Muhlmeister
Lorraine S. Muhlmeister

Mary Elizabeth Smith West
Mary Elizabeth Smith West

Rouse & Morton
attorneys for Complainants

Doris A. Wiseman
Doris A. Smith Wiseman

Doris A. Wiseman
Howard B. Smith, infant, by Doris A. Smith Wiseman, sister & next friend

Doris A. Wiseman
Charles W. Smith (III), infant by Doris A. Smith Wiseman, sister & next friend

Doris A. Wiseman
Ruth A. Smith, infant, by Doris A. Smith Wiseman, sister & next friend

STATE OF MARYLAND:

ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 26th day of June 1951, before me the subscriber, a notary public in and for the County and State aforesaid, personally appeared Mary E. Smith; Lorraine S. Muhlmeister; Doris A. Smith Wiseman; Doris A. Smith Wiseman, sister and next friend of Howard B. Smith; Doris A. Smith Wiseman, sister and next friend of Charles W. Smith (III); and Doris A. Smith Wiseman, sister and next friend of Ruth A. Smith, 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.

Dorothy L. Stockett
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

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STATE OF ILLINOIS:

COUNTY OF Cook

I HEREBY CERTIFY that on this 5th day of June 1951, before me the subscriber, a notary public in and for the County and State aforesaid, personally appeared Mary Elizabeth Smith West, 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 her knowledge and belief.

A. Hellstern

Notary Public

My Commission Expires Dec. 31, 1952

COMPLAINANTS' EXHIBIT NO. 1

IN THE NAME OF GOD, AMEN:

I, CHARLES W. SMITH, of Anne Arundel County and State of Maryland, being of sound and disposing mind, memory and understanding and capable of executing a valid deed or contract, considering the certainty of death but the uncertainty as to the time thereof, and being desirous of settling my worldly affairs in a manner seeming best to me before it please Almighty God to call me hence, do, therefore, make, publish and declare the following as my Last Will and Testament, hereby revoking all other wills and codicils heretofore by me made, declaring this and none other to be my Last Will and Testament, that is to say:

FIRST AND PRINICPALLY: I commit my soul into the hands of Almighty God and my body to the earth to be decently buried at the discretion of my executrix hereinafter named in our family lot at Cedar Bluff Cemetery, Annapolis, Maryland.

SECOND: I order and direct my executrix to pay all my just debts and funeral expenses as soon as conveniently may be done after my decease. I direct that my said funeral expenses be paid out of the proceeds of my Prudential Life Insurance Company policy.

THIRD: I give and bequeath unto my dear wife, MARY E. SMITH, the proceeds from the Federal Employees' Benefit Association and Home Friendly Life Insurance Company policies.

FOURTH: I give and bequeath my seven-cluster diamond ring mounted on a black enamel and gold base to my son CHARLES W. SMITH, III.

FIFTH: I give, devise and bequeath all of my real estate of which I die possessed unto my dear wife, MARY E. SMITH, to have and to hold the same for and during the term of her natural life; and at her death, to my children, MARY ELIZABETH SMITH, LORRAINE S. MUHLMEISTER, DORIS A. SMITH, CHARLES W. SMITH, III, HOWARD B. SMITH and RUTH A. SMITH, jointly with cross-remainders between them, so that at the decease of any one of my children, his or her interest shall pass to my surviving children; and upon the death of the last surviving child, said real estate shall descent to

Filed 26 June, 1951.
Re-filed 13 Aug., 1952.

101258 Eq, Smith v Smith. Examiner's Exh. 3. E Klawans 7/18/52 Examiner

my grandchildren, the lawful issue of my children, as tenants in common, absolutely, the descendants of my said children to take per stirpes and not per capita only the proportionate share of the share to which their parent was entitled while living.

SIXTH: All the rest and residue of my estate, of whatever description, whether real, personal or mixed, wheresoever situate, I give, devise and bequeath unto my dear wife, MARY E. SMITH, absolutely.

SEVENTH: I hereby appoint my wife MARY E. SMITH, the sole executrix of this, my Last Will and Testament.

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

/s/ Charles W. Smith (SEAL)
Charles W. Smith

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

Albert J. Goodman
Annapolis, Maryland

Grace R. Hartge
707 Chesapeake Avenue
Eastport, Maryland.

I, MARY E. SMITH, the wife of CHARLES W. SMITH, do hereby certify and declare that I have read the Last Will and Testament of my husband, CHARLES W. SMITH, dated July 16, 1945; that I am familiar with all of the terms of his said Last Will and Testament; that the same is made with my full knowledge and consent; that I hereby accept the terms of said Last Will and Testament and the bequests contained therein in full of all property rights or other rights of any kind and character to which I may be entitled under the laws of the State of Maryland as surviving wife to CHARLES W. SMITH: and I specifically waive my right to renounce any bequests and devises under the aforesaid will in accordance with the testamentary laws of Maryland and hereby execute this, my legal election.

AS WITNESS my hand and seal this 16th day of July, 1945.

Witness:

/s/Grace R. Hartge
Grace R. Hartge

/s/ Mary E. Smith (SEAL)
Mary E. Smith

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of July, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared MARY E. SMITH and acknowledged the foregoing agreement to be her voluntary agreement and act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

/s/ Grace R. Hartge Notary Public
Grace R. Hartge

True Copy, Test:
R. Glenn Prout

R. Glenn Prout
Register of Wills, A.A.Co., Md.

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"COMPLAINANTS' EXHIBIT NO. 2"

LIBER 83 PAGE 10

THE STATE OF MARYLAND,

To Charles F. Lee, Jr.
and
Carey L. Meredith
GREETING:

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

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

S E A L

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

We Charles F. Lee, Jr. and Carey L. Meredith do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Charles W. Smith late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Charles F. Lee, Jr.
Carey L. Meredith
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said Charles F. Lee, Jr. and Carey L. Meredith before the undersigned, a notary public of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 27th day of February in the year of our Lord one thousand, nine hundred and fifty-one.

Dorothy L. Stockett (NOTARY SEAL)
Notary Public
for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Charles W. Smith late of Anne Arundel County, deceased, appraised by the subscriber Charles F. Lee, Jr. and Carey L. Meredith jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Filed 26 June, 1951
Re-filed 13 Aug., 1952

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(1) A certain fee simple lot of ground in the Second Election District of Anne Arundel County situated on the southeast side of Taylor Avenue, being lots Nos. 7, 9 and the adjoining half of 11, Block C, Plat of Cedar Park, Plat Book 1, Section 1, folio 26 of the Plat Books of Anne Arundel County; beginning at a point about 82½ feet northeast of Glenwood Avenue, having a frontage of about 62½ feet on Taylor Avenue with a regular depth of about 132 feet.

Together with the improvements thereon, being a 2 story frame house known as No. 402 Taylor Avenue.

Value $ 9,000.00

(2) A certain fee simple lot of ground in the City of Annapolis situated on the northwest side of Market Street, beginning at a point about 242 feet 6 inches southwest of Duke of Gloucester Street, having a frontage of about 23 feet 10½ inches on Market Street and a regular depth of about 118 feet.

Together with the improvements thereon, being a 2½ story frame house, known as No. 127 Market Street.

Value $ 8,000.00

(3) A certain fee simple lot of ground in the City of Annapolis situate on the northeast side of Main Street, beginning at a point 38' 3" southeasterly from the southeast side of Hyde Alley, having a frontage of about 37.1 feet on Main Street with an even width of 37.1 feet for a depth northerly of about 52.5 feet where it abruptly narrows to an irregular width averging about 11.5 feet for an additional depth northeasterly of about 36.31 feet; making a total depth of about 89.31 feet.

Together with the improvements thereon being a 2½ story brick row house with a first floor store front known as No. 126-130 Main Street.

Value $25,000.00

(4) A certain fee simple lot of ground in the City of Annapolis situate on the southwest side of Main Street, beginning at a point 14.25 feet southeasterly from the southeast side of a 7.5 foot alley, having a frontage 22.75 feet on Main Street with an even width of 22.75 feet for a depth southwesterly of 74.5 feet where it abruptly widens on its westernmost side to an even width of 37 feet to bind on the said 7.5 foot alley for an additional depth of 33.16 feet, making a total depth of about 107.66 feet.

Together with the improvements thereon, being a 2½ story brick row house, known as No. 133 Main Street.

Value $16,000.00

(5) A vacant and unimproved fee simple lot of ground situated at the rear of the property known as No. 139-141 Main Street in the City of Annapolis, beginning at a point in the northwest line of a 7.5 foot alley at a distance of 80.75 feet southwesterly from

the southwest intersection of said 7.5 foot alley and Main Street, having a frontage of 102 feet on the northwest side of said 7.5 foot alley with a gradually narrowing width for a depth northwesterly of 16.31 feet, where it abruptly narrows to a width of about 67.8 feet for an additional depth of about 22 feet, making a total depth of about 38.31 feet.

Value $ 750.00

Title to the above property was acquired by Charles W. Smith (Jr.) as the sole heir of Arabella W. Smith who departed this life in Anne Arundel County on March 16, 1950 (see administration docket R.G.P. 243/43 and inventory of real estate filed in said estate).

(6) A certain fee simple lot of ground in the City of Annapolis having a frontage of approximately 23½ feet on the northeast side of Prince George Street, with a depth northeasterly of approximately 120 feet.

Together with the improvements thereon, being a 2½ story brick row house, known as No. 204 Prince George Street. See G.W. 109/137 and will of Charles W. H. Smith, recorded in the office of the Register of Wills in G.T.C. 1/232.

Value $12,500.00

(7) A certain fee simple lot of ground in the City of Annapolis having a frontage of approximately 27 feet 9 inches on the northeast side of Prince George Street and an even depth northeasterly of approximately 120 feet.

Together with the improvements thereon, being a 2½ story brick row house, known as No. 200 Prince George Street. See G.W. 131/71 and will of Charles W. H. Smith recorded in the office of the Register of Wills in G.T.C. 1/232.

Value $15,000.00

(8) A certain fee simple lot of ground in the City of Annapolis, situate on the south side of East Street immediately adjoining the easternmost boundary of the parcel of land now or formerly known as the Church property, fronting easterly on East Street 22 feet with an irregular depth of approximately 45 feet.

Together with the improvements thereon, being a brick garage. See W.N.W. 12/310, and will of Charles W. H. Smith recorded in the office of the Register of Wills in G.T.C. 1/232.

Value $ 900.00

10,258 Eq

Smith v Smith

Examiner's Exh 1

E K Cowans

7/18/52 Examiner

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LIBER 83 PAGE 13

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

Witness Our Hands And Seals this 27th day of February in the year of our Lord one thousand nine hundred and fifty-one

Charles F. Lee, Jr. [Seal.]

Carey L. Meredith [Seal.]

Appraisers.

Amount of Inventory as above - - - - - - $ 7,150.00

Mary E. Smith

Executrix of the Estate of

~~Charles W. Smith~~

STATE OF MARYLAND.

Anne Arundel County, Sct:

Be It Remembered And It Is Hereby Certified, That on this 27th day of February in the year of our Lord one thousand, nine hundred and fifty-one personally appeared Mary E. Smith, Executrix of the estate of Charles W. Smith late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Charles W. Smith deceased, within the State of Maryland, that has come to ~~h~~ or ~~s~~ knowledge, and that ~~s~~ should ~~h~~ hereafter discover any other Real Estate belonging to the said deceased in said State ~~h~~ will return an additional Inventory thereof.

Sworn to before the Subscriber,

Dorothy L. Stockett (NOTARY SEAL)

Notary Public Anne Arundel County.

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of Real Estate of Charles W. Smith *late of said County deceased taken from* the original which is one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 21st *day of* June *in the year of our Lord, nineteen hundred and fifty-one.*

R Glenn Prout

Register of Wills for Anne Arundel County

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INVENTORY

—OF—

REAL ESTATE

—OF—

Charles W. Smith
Deceased.

PASSED BY ORDER OF COURT

this 6th day of March 19 51

Owain E. Owens C. J.

Charles G. Hill

Weems R. Duvall

Recorded in Liber R.G.P.

No. 3 Folio 372

MARY E. SMITH
204 Prince George Street
Annapolis, Maryland

LORRAINE S. MUHLMEISTER
402 Taylor Avenue
Annapolis, Maryland

MARY ELIZABETH SMITH WEST
449 Longfellow Road
Glen Ellen, Illinois

DORIS A. SMITH WISEMAN
25 Murray Avenue
Annapolis, Maryland

and

HOWARD B. SMITH, infant
CHARLES W. SMITH (III), infant
and RUTH A. SMITH, infant
by Doris A. Smith Wisemen, their
sister and next friend
25 Murray Avenue
Annapolis, Maryland

-vs.-

SHARON MUHLMEISTER, infant
402 Taylor Avenue
Annapolis, Maryland

CAROLYN S. WEST, infant
449 Longfellow Road
Glen Ellen, Illinois

DAVID R. WEST, infant
449 Longfellow Road
Glen Ellen, Illinois
AND ANY PERSONS not in being
whose interest in the subject
matter of this suit may be af-
fected by any decree or order
which may be entered in these
proceedings

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 10,258

Filed 26 June, 1951.

ORDER OF PUBLICATION

The object of this suit is to procure a sale of so much of the property mentioned in the Bill of Complaint, both life and remainder interests, as is necessary to obtain sufficient funds to put the remaining property in a sufficient state of repair and to prevent further deterioration.

The Bill states that Charles W. Smith, Jr. died on June 2, 1950, leaving a last will and testament duly admitted to probate in the Orphans' Court of Anne Arundel County on June 13,

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

1950, pursuant to which he disposed of all his real estate as set forth therein in paragraph Fifth; that the Complainants are devisees of life interests therein and the Respondents are devisees of the remainder interests therein and are the only persons in being having an interest therein; that the decedent was the owner of the following real estate at the time of his death (See Real Inventory filed in said estate):

a. Frame house and lot known as No. 402 Taylor Avenue.

b. Frame house and lot known as No. 127 Market Street.

c. Brick row-house with first floor store front known as No. 126-130 Main Street.

d. Brick row-house and lot with first floor store front known as No. 133 Main Street.

e. Vacant lot situate at the rear of No. 139-141 Main Street.

f. Brick row-house and lot known as No. 204 Prince George Street.

g. Brick house and lot known as No. 200 Prince George Street.

h. Brick garage and lot situate on the east side of East Street. (All the above property is situated in Annapolis, Maryland)

The Bill further recites that the time for filing claims in said estate has expired and all claims satisfied; that all the property (particularly No. 133 Main Street) is in need of repair and would require considerable expenditures to effect the necessary repairs; that there is no money available with which to make the repairs; and that a sale of so much of the property as is necessary to repair the remaining property would be beneficial to all parties having an interest therein.

It is therefore by the Circuit Court for Anne Arundel County in Equity this 26 day of June, 1951, 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, Maryland, once in each of four successive weeks before the 6 day of ~~July,~~ August, 1951, give notice to the non-resident Respondents,

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

Carolyn S. West and David R. West and any other persons claiming an interest in the property mentioned in this proceeding, 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 22 day of August, 1951, to show cause, if any they may have, why the relief prayed for in said Bill should not be granted.

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

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

MARY E. SMITH	:	
LORRAINE S. MUHLMEISTER	:	
MARY ELIZABETH SMITH WEST	:	
DORIS A. SMITH WISEMAN	:	IN THE
and	:	
HOWARD B. SMITH, infant	:	CIRCUIT COURT
CHARLES W. SMITH (III), infant	:	FOR
and RUTH A. SMITH, infant by Doris A. Smith Wiseman, their sister andnext friend	:	ANNE ARUNDEL
-vs.-	:	COUNTY
SHARON MUHLMEISTER, infant	:	
CAROLYN S. WEST, infant	:	
and DAVID R. WEST, infant	:	EQUITY NO. 10,258
AND ANY PERSONS not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings	:	

Filed 15th Oct, 1951

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mary E. Smith, Lorraine S. Muhlmeister, Mary Elizabeth Smith West, Doris A. Smith Wiseman and Howard B. Smith, Charles W. Smith (III) and Ruth A. Smith, infants, by Doris A. Smith Wiseman, their sister and next friend, by Rouse and Morton, their attorneys, respectfully represents:

1. This suit was instituted to procure the sale of so much of the property mentioned in the Bill of Complaint, both life and remainder interests, as is necessary to obtain sufficient funds to put the remaining property in a sufficient state of repair and to prevent further deterioration.

2. The Bill of Complaint requested an Order of Publication directed to non-resident Respondents directing them to appear in this Court and on June 26, 1951, an Order of Pub-

lication was issued by this Court.

3. Pursuant to that order, a copy thereof was inserted in the Maryland Gazette on 4 separate occasions.

4. It now appears that said order as published was incorrect in that it misnamed the plaintiff Mary E. Smith referring to her as "Harry E. Smith", that it misnamed the infant plaintiff Howard B. Smith and that it omitted entirely the name of Charles W. Smith (III), one of the infant plaintiffs herein.

5. As a result thereof, it is necessary to re-advertise and a new Order of Publication is necessary therefor.

WHEREFORE, your petitioners respectfully request that this Court grant an Order of Publication directed to the non-resident Respondents commanding them to appear in this 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 in the Bill of Complaint herein should not be granted.

Rouse & Morton

Rouse and Morton
Attorneys for Petitioners

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 2nd day of October 1951, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared JAMES K. PAGE, one of the attorneys for the Petitioners herein, who made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of his knowledge and belief.

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

Elaine McLendon

Notary Public

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MARY E. SMITH

LORRAINE S. MUHLMEISTER

MARY ELIZABETH SMITH WEST

DORIS A. SMITH WISEMAN

and

HOWARD B. SMITH, infant
CHARLES W. SMITH (III), infant
and RUTH A. SMITH, infant
by Doris A. Smith Wiseman, their
sister and next friend

-vs.-

SHARON MUHLMEISTER, infant

CAROLYN S. WEST, infant

and DAVID R. WEST, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

EQUITY NO. 10,258

Filed 15 Oct, 1951.

ORDER OF PUBLICATION

The object of this suit is to procure a sale of so much of the property mentioned in the Bill of Complaint, both life and remainder interests, as is necessary to obtain sufficient funds to put the remaining property in a sufficient state of repair and to prevent further deterioration.

The Bill states that Charles W. Smith, Jr. died on June 2, 1950, leaving a last will and testament duly admitted to probate in the Orphans' Court for Anne Arundel County on June 13, 1950, pursuant to which he disposed of all his real estate as set forth therein in paragraph Fifth; that the Complainants are devisees of life interests therein and the Respondents are devisees of the remainder interests therein and are the only persons in being having an interest therein; that the decedent was the owner of the following real estate at the time of his death (See Real Inventory filed in said estate):

a. Frame house and lot known as No. 402 Taylor Avenue.

b. Frame house and lot known as No. 127 Market Street.

c. Brick row-house with first floor store front known as No. 126-130 Main Street.

d. Brick row-house and lot with first floor store front known as No. 133 Main Street.

e. Vacant lot situate at the rear of No. 139-141 Main Street.

f. Brick row-house and lot known as No. 204 Prince George Street.

g. Brick house and lot known as No. 200 Prince George Street.

h. Brick garage and lot situate on the east side of East Street. (All the above property is situated in Annapolis, Maryland).

The Bill further recites that the time for filing claims in said estate has expired and all claims satisfied; that all the property (particularly No. 133 Main Street) is in need of repair and would require considerable expenditures to effect the necessary repairs; that there is no money available with which to make the repairs; and that a sale of so much of the property as is necessary to repair the remaining property would be beneficial to all parties having an interest therein.

It is therefore by the Circuit Court for Anne Arundel County in Equity this 15 day of October, 1951, 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, Maryland, once in each of four successive weeks before the 19 day of November, 1951, give notice to the non-resident Respondents, Carolyn S. West and David R. West and any other persons claiming an interest in the property mentioned in this proceeding, 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 5 day of December, 1951, to show cause, if any they may have, why the relief prayed for in said Bill should not be granted.

John H. Hopkins, Jr., Clerk

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MARY E. SMITH 204 Prince George Street Annapolis, Maryland	*	
LORRAINE S. MUHLMEISTER 402 Taylor Avenue Annapolis, Maryland	*	
MARY ELIZABETH SMITH WEST 449 Longfellow Road Glen Ellen, Illinois	*	
DORIS A. SMITH WISEMAN 25 Murray Avenue Annapolis, Maryland	*	
and	*	IN THE
HOWARD B. SMITH, infant CHARLES W. SMITH (III), infant and RUTH A SMITH, infant by Doris A. Smith Wiseman, their sister and next friend 25 Murray Avenue Annapolis, Maryland	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	EQUITY NO. 10,258
SHARON MUHLMEISTER, infant 402 Taylor Avenue Annapolis, Maryland	*	
CAROLYN S. WEST, infant 449 Longfellow Road Glen Ellen, Illinois	*	
DAVID R. WEST, infant 449 Longfellow Road Glen Ellen, Illinois	*	
AND ANY PERSONS not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings	*	

Filed Ellen, 1951

****

COMPLAINANTS' PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Mary E. Smith, Lorraine S. Muhlmeister, Mary Elizabeth Smith West and Doris A. Smith Wiseman, Complainants in the above entitled case, respectfully represents:

1. That they filed their Bill of Complaint in the above entitled case on June 26, 1951.

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12 CHURCH CIRCLE
ANNAPOLIS, MD.

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2. That personal service was duly obtained on the Respondent Sharon Muhlmeister, infant, a resident of Anne Arundel County, Maryland, on July 3, 1951.

3. That the other Respondents, Carolyn S. West, infant, and David R. West, infant, are non-residents of the State of Maryland, and that the said Respondents have been duly notified by publication of the Order of Publication once in each of four successive weeks prior to November 19, 1951 in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, pursuant to the order of this Honorable Court of October 15, 1951.

4. That the Respondents Sharon Muhlmeister, Carolyn S. West and David R. West, being infants, cannot answer and defend this suit for themselves, and said infants have no guardians within the jurisdiction of this Court to answer and defend the suit for them.

WHEREFORE your Petitioners pray that this Honorable Court may appoint a guardian ad litem to appear and answer for said infants.

AND AS IN DUTY BOUND, etc.

Rouse and Morton

ROUSE AND MORTON
12 Church Circle
Annapolis, Maryland

Attorneys for Complainants

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LIBER 83 PAGE 24

MARY E. SMITH, et al.	*	
	*	IN THE CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, infant, et al.	*	EQUITY NO. 10,258
	*	

****

ORDER

On the foregoing Petition, it is this 6th day of December, 1951, by the Circuit Court for Anne Arundel County in Equity, ORDERED that John H. Hopkins IV, Attorney be and he is hereby appointed guardian ad litem to appear and answer for Sharon Muhlmeister, Carolyn S. West, and David R. West, infant respondents in the above cause.

Benjamin Michaelsen
JUDGE

Filed 6 Dec., 1951

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ANNAPOLIS, MD.

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LIBER 83 PAGE 25

MARY E. SMITH, ET AL.		IN
VS.		THE CIRCUIT COURT
SHARON MUHLMEISTER, INFANT, ET AL.		FOR ANNE ARUNDEL COUNTY
		NO. 10,258 EQUITY

: : : : :

ANSWER

Filed 15th Jan., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John H. Hopkins, IV, Guardian ad litem for Sharon Muhlmeister, Carolyn S. West and David R. West, infants, to the bill of complaint in the above-titled case respectfully shows:

1. That, being infants, the said Sharon Muhlmeister, Carolyn S. West and David R. West can neither admit nor deny the allegations made in the bill of complaint; and they submit their rights to the decision of this Honorable Court.

And as in duty bound, etc.

John H. Hopkins, IV

John H. Hopkins, IV, Guardian ad litem

Received, a copy of the above answer on this 15th day of January, 1952.

Rowland Morton

Attorneys for the Plaintiff

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LIBER 83 PAGE 26

MARY E. SMITH, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, infant, ET AL.	:	No. 10,258 Equity
	:	
	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

July 18, 1952

Present:

Mr. John G. Rouse, Jr., Solicitor for Plaintiffs.

Mr. John H. Hopkins, IV, Guardian ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Charles F. Lee, Jr., pages 2, 3, 4.

Mary E. Smith, pages 4, 5, 6.

Doris S. Wiseman, page 6.

Filed 13 Aug., 1952

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Charles F. Lee, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. State your name and address.

A. Charles F. Lee, Jr., 10 Church Circle, Annapolis, Md.

2. What is your occupation?

A. Real estate and insurance.

3. How long have you been engaged in that work?

A. 18 years.

4. In connection with that work, do you do real estate appraisals?

A. Yes I do.

5. Are you familiar with the property which belonged to Charles W. Smith, Jr. at the time of his death?

A. I am.

6. You appraised it for the Orphans Court, did you not?

A. I did.

7. Do you have a list of the properties?

A. Yes.

8. I show you a list of the properties filed in this case, which is the copy of the appraisal in the Orphans Court and ask you if that is your appraisal of the properties belonging to Charles W. Smith, Jr. at the time of his death?

A. Yes it is. (MARKED EXAMINER'S EX. 1)

9. Does that list describe the properties and state the figures at which you appraised them?

A. Yes.

10. With reference to the properties contained on that list, can you tell whether or not they are in need of repairing?

A. All of them are in need of repairing; the commercial property located at 133 and 126 Main Street is in the worst condition.

11. Are you familiar with the rents produced by these properties at the present time?

A. Yes.

12. Have you examined the income tax return for 1951 which lists the amount of rents received from the properties?

A. Yes.

13. Would the income be increased in the event the properties would be repaired?

A. They would be greatly increased.

14. Is it your opinion that they should be repaired?

A. All of them should be repaired. They don't bring anything near what they should bring.

15. From the list of the properties which you have, can you give us the name of that property which would require the greatest amount of money for repairs?

A. 133 Main Street.

16. Do you believe it would be to the best interest of the estate that one or more of these properties be sold in order to produce sufficient money to improve the remaining properties?

A. They should all be repaired even if one has to be sold.

17. If the evidence will show that there are no available funds to repair the properties, which, in your opinion would be the property which should be sold?

A. I would sell 133 Main Street because that would take the greatest amount of money to repair; it is in the poorest condition.

18. What about the lot in the rear of 133 Main Street?

A. I think that should be sold. It is no good to them as it is.

19. Can you tell us whether or not it is your opinion the repairs to which you have referred should be made immediately or is it possible they be deferred for a period of time?

A. I think they should make them right now; they are deteriorating rapidly.

20. Are you familiar with the store on the first floor of 139 Main Street?

A. Yes.

21. That store has been vacant since September 1950 with the exception of one month, is that correct?

A. I don't know; it was vacant when I was there.

22. Do you know whether or not the store on the first floor of 133 Main Street is in such poor shape it is not able to be rented without substantial repairs?

A. It is not large enough either; additional space could be added in the rear and it would bring in considerable more rent.

23. In your opinion, would the sale of 133 Main Street and the unimproved lot in the rear of 139 Main Street produce sufficient funds to repair the remaining properties?

A. It would be sufficiant to repair them.

(Mr. Hopkins)

1. Is the vacant lot bringing in any income at the present?

A. I don't know.

(Mr. Klawans)

1. You have been engaged in the real estate business in Anne Arundel County for 18 years?

A Yes.

2. Are you familiar with values in Anne Arundel County?

A. I am.

3. In Examiner's Ex. 1 you have described the various properties?

A. Yes I have.

4. You have given what you think is the fair market value of these properties?

A. Yes I have.

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

Charles F. Lee, Jr.

Charles F. Lee, Jr.

****

Mary E. Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. State your name and address.

A. Mary Elizabeth Smith, 204 Prince George Street, Annapolis, Md.

2. You are one of the plaintiffs in this case?

A. Yes.

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5. Under the will of your husband all of the properties to which we have referred have been left to you for the period of your life?

A. That's right.

6. I hand you 1951 Income Tax Return and ask you if that is the copy of the return which you filed with the Federal Government showing the income produced from these properties together with the expenses which were paid out on behalf of these various properties?

A. Yes. (MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

7. I show you a certified copy of the Will of Charles W. Smith, Jr. and ask you if that is a copy of your husband's Will?

A. Yes it is. (CERTIFIED COPY OF WILL MARKED EXAMINER'S EX. 3)

8. Are there any funds available to make the repairs which Mr. Lee has testified to in order to preserve these properties and increase the income from them other than the cash that might be derived from the sale of any one of these properties?

A. No.

9. The only way repairs can be made is for one or more of these properties to be sold?

A. That's right.

10. Under the terms of your husband's will, your children all have an interest in these properties, is that correct?

A. Yes.

11. Your children are Lorraine S. Muhlmeister, Mary Elizabeth Smith West, Doris A. Smith Wiseman, Howard B. Smith, Charles W. Smith, III, and Ruth A. Smith?

A. Yes.

12. Does Lorraine S. Muhlmeister have any children?

A. Yes one child, Sharon Muhlmeister.

13. Sharon Muhlmeister lives with her mother at 402 Taylor Ave., Annapolis?

A. Yes.

14. Does Mary Elizabeth Smith West have any children?

A. Two, Carolyn and David.

15. Where do they live?

A. Glen Ellen, Illinois.

16. Do any of your children besides Mrs. Muhlmeister and Mrs. West have children?

A. No.

17. You have three grandchildren?

A. That's right.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "The only thing I know is to sell them and repair the other property; we have lost plenty by not doing it sooner."

Mary E. Smith.
Mary E. Smith.

****

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

(Mr. Rouse)

1. Give your name and address.

A. Doris Smith Wiseman, 25 Murray Avenue, Annapolis, Md.

2. You are a daughter of Mary E. Smith?

A. Yes.

3. You have no children?

A. That's right.

4. Do you believe it is to the best interest of yourself, as well as your sisters and brothers and nieces and nephews that certain of the properties referred to be sold so the remaining property can be repaired?

A. Yes I do.

5. You heard the testimony of Mr. Lee?

A. Yes.

6. Do you believe 133 Main St. and the back lot should be sold in order to produce sufficient funds to make needed repairs to the remaining properties?

A. I feel sure that is the best.

(Mr. Klawans)

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

Doris S. Wiseman
Doris S. Wiseman

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

Witness my hand and seal this 13th day of August, 1952.

Emanuel Cavaros (SEAL)
Examiner

E.K. $10.00
K.H.McC. $6.00
Pd. 6/4 J3

MARY E. SMITH	:	
LORRAINE S. MUHLMEISTER	:	
MARY ELIZABETH SMITH WEST	:	
DORIS A. SMITH WISEMAN	:	IN THE
and	:	CIRCUIT COURT
HOWARD B. SMITH, infant	:	FOR
CHARLES W. SMITH (III), infant	:	ANNE ARUNDEL
and RUTH A. SMITH, infant by Doris A. Smith Wiseman, their sister and next friend	:	COUNTY
-vs.-	:	
	:	EQUITY NO. 10,258
SHARON MUHLMEISTER, infant	:	
CAROLYN S. WEST, infant	:	
and DAVID R. WEST, infant	:	
AND ANY PERSONS not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings	:	

Filed 15th Sept, 1952

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DECREE

- - - - - -

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

It is thereupon this 15th day of September in the year nineteen hundred and fifty-two by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the following property mentioned in the proceedings be sold, to wit:

1. A certain fee simple lot of ground in the City of Annapolis together with the improvements thereon, being known as No. 133 Main Street.

2. An unimproved fee simple lot of ground situated at the rear of the property known as No. 139-141 Main Street in the City of Annapolis and more particularly described in Liber W.N.W. No. 83, Folio 103, less, however, that part of

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ANNAPOLIS, MD.

said lot which was conveyed away in Liber J.H.H. No. 383, Folio 297.

That John D. Rouse, Jr. be appointed Trustee to make said sale, which shall be private or public, and that the course and manner of his proceedings shall be as follows: If at private sale, the Trustee shall first procure a Contract of Sale which shall be exhibited to this Court and after the fairness of the selling price and of the terms of said Contract of sale shall have been established to the satisfaction of this Court, the Court may authorize the said Trustee to carry out the provisions of said Contract of Sale, upon such terms as to the Court may seem proper.

If sold at public sale, the said Trustee shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by him and a surety to be approved by this Court, in the penalty of $ 12,000 , 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 newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be $ 1000 in cash on the day of sale and the balance in cash upon the ratification thereof, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of all 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 payment of the whole purchase money, (and not before,) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs and assigns, the property and estate to him, her, or them sold, free, clear and

discharged from all claim of the parties hereto Complainants and Defendants, 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, whether public or private, 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

MARY E. SMITH, et al.	:	
	:	IN THE CIRCUIT COURT
-vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, infant et al.	:	EQUITY NO. 10,258
	:	

. . .

PETITION

The Petition of John G. Rouse, Jr., Trustee, respectfully represents:

1. That by decree of this Honorable Court dated September 15, 1952, John G. Rouse, Jr. was appointed Trustee to sell certain real estate described therein.

2. That the said Trustee has entered into a contract of sale for part of the property mentioned in said decree, to wit a lot of ground and improvements located in the City of Annapolis and known as No. 133 Main Street.

3. That the Trustee desires to take the testimony of two disinterested real estate appraisers as to the fairness of the selling price and of the terms of said contract of sale so that said testimony and said contract of sale may be examined by this Court before this Court is asked to authorize the said Trustee to carry out the provisions of said contract of sale.

WHEREFORE, an order is prayed granting the Trustee leave to take testimony before an Examiner.

AND AS IN DUTY BOUND, ETC.

John G. Rouse, Jr., Trustee

John G. Rouse, Jr., Trustee

STATE OF MARYLAND:
ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 9th day of June, 1953, before me the subscriber, a notary public in and for the County and State aforesaid, personally appeared JOHN G. ROUSE, JR., TRUSTEE, 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.

Dorothy [illegible]
Notary Public

Filed 9 June, 1953.

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

Filed 9 June, 1953

Upon the foregoing Petition and Affidavit it is this 9th day of June, 1953, ORDERED that leave be and it is hereby granted to take testimony before an Examiner of this Court in the above-entitled proceeding.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

MARY E. SMITH, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, ET AL.	:	No. 10, 258 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

June 12, 1953

Filed 17 June, 1953

Present:

Mr. John G. Rouse, Jr., Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Charles F. Lee, Jr., pages 2, 3.

Fred E. Voges, pages 3, 4.

Charles F. Lee, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rouse)

1. State your name and address.

A. Charles F. Lee, Jr., Annapolis, Md.

2. What is your occupation?

A. Real estate and insurance.

3. Have you had experience in the appraisal of real estate in the city of Annapolis?

A. Yes.

4. Over what period of time have you had experience in the appraisal of property in the City of Annapolis?

A. 25 years.

5. Are you familiar with the property known as 133 Main Street?

A. I am.

6. You testified in this proceeding last year and stated that you had appraised this property for the sum of $16,000, is that correct?

A. Yes.

7. You also testified that in your opinion it was for the benefit of the parties to this proceeding that 133 Main Street be sold, is that correct?

A. Yes.

8. The Trustee, appointed by this Court, has entered into a Contract of Sale for 133 Main Street with Henry E. Ciccarone in the amount of $25,000; based upon your familiarity with the property and with its present condition, can you state whether or not in your opinion the amount of $25,000 is a fair and reasonable selling price for this property?

A. It is a very fair price.

9. Has the condition of the property changed since you last testified in this case?

A. If anything the property is worse off than it was before.

I don't think they have done anything to the property or spent any money oh it.

10. So in your opinion $25,000 is a very fair price for the property?

A. A very good price.

(Mr. Klawans)

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

Charles F. Lee, Jr.

Charles F. Lee, Jr.

Fred E. Voges, a witness of lawful age, being first duly sworn deposes and says:

(Mr. Rouse)

1. State your name and address.

A. Fred E. Voges, 221 Main Street, Annapolis, Md.

2. What is your occupation?

A. Real estate and insurance.

3. Are you familiar with the values of real estate in the city of Annapolis?

A. Yes I am.

4. Over what period of time have you appraised property in this community?

A. 19 years.

5. Are you familiar with the property known as 133 Main Street?

A. I am.

6. I show you a contract of sale, dated June 4, 1953 between the Trustee appointed in this proceeding and Henry E. Ciccarone and ask you to examine that contract of sale; based on your familiarity with the property in question, can you state whether or not the price stated in this contract is a fair

and reasonable price for the property?

A. It is a very fair and reasonable price.

(COPY OF CONTRACT OF SALE MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

7. Is it to the best interest of the parties in this proceeding that the property be sold at this price?

A. I very much think so.

(Mr. Klawans)

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

Fred E. Voges

Fred E. Voges

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 18th day of June, 1953.

Emanuel C. Klaveris (SEAL)
Examiner

K.H.McC. $5.00
Pd. 6/12/53
KH

LIBER 83 PAGE 43

C O N T R A C T O F S A L E

THIS AGREEMENT, Made this 4th day of June, 1953, between JOHN G. ROUSE, JR.,Trustee, and HENRY E. CICCARONE, Vendee.

WHEREAS by a Decree of Circuit Court for Anne Arundel County, in a proceeding entitled "MARY E. SMITH, at. al. vs. MUHLMEISTER, at. al., EQUITY NO. 10,258, John G. Rouse, Jr., was appointed Trustee to sell the property hereinafter described, at public or private sale in accordance with the provisions set forth in said Decree, and

WHEREAS henry E. Ciccarone desires to purchase said property upon the terms hereinafter set forth.

NOW, THEREFORE, Witnesseth that in consideration of the premises and of the hereinafter mentioned deposit the said Trustee does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor, subject to any covenants and restrictions of record, the following described property situate in the 6th Election District of Anne Arundel County, Maryland, and described as follows:

Filed 17 June 1953.

> A certain fee simple lot of ground in the City of Annapolis, together with the improvements thereon, being known as Number 133 Main Street.

At and for the price of Twenty Five Thousand ($25,000.00) Dollars, of which Five Hundred ($500.00) Dollars has been paid prior to the signing hereof and the balance of said purchase price ($24,500.00) is to be paid in cash at the time of settlement which shall be within sixty (60) days from the date hereof.

Upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed by the Trustee at the Vendee's expense which shall convey to the Vendee a good and merchantable title to the property, free of all encumbrances.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of settlement, the cost of Federal and State stamps shall be borne equally between the parties.

Examiner's Exhibit No. 1.

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TIME is the essence of this Agreement, and if the terms hereof are not complied with by the Vendee, the deposit above referred to shall be forfeited.

It is expressly understood and agreed that this sale is subject to ratification by the Circuit Court for Anne Arundel County.

WITNESS the hands and seals of the parties hereto.

WITNESS:

DOROTHY L. STOCKETT — JOHN G. ROUSE JR. SEAL
TRUSTEE

JAMES C. MORTON JR. — HENRY E. CICCARONE SEAL

MARY E. SMITH LORRAINE S. MUHLMEISTER MARY ELIZABETH SMITH WEST DORIS A. SMITH WISEMAN	:	IN THE
and	:	CIRCUIT COURT
HOWARD B. SMITH, infant CHARLES W. SMITH, III, infant and RUTH A. SMITH, infant, by Doris A. Smith Wiseman, their sister and next friend	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
SHARON MUHLMEISTER, infant CAROLYN S. WEST, infant and DAVID R. WEST, infant and any persons not in being whose interest in the subject matter of this suit may be affected by any decree or order which may be entered in these proceedings	:	NO. 10,258 EQUITY

Filed 17 June, 1953.

REPORT OF SALE

The Report of Sale of John G. Rouse, Jr., Trustee, respectfully represents:

-1-

That by Decree of this Court passed in the above-entitled proceeding on September 15, 1952, John G. Rouse, Jr., was appointed Trustee to sell certain fee simple property mentioned therein including a lot of ground in the City of Annapolis together with the improvements thereon being known as 133 Main Street.

-2-

That after giving bond with approved security in accordance with the provisions of said Decree the Trustee attempted to negotiate a private sale of the aforementioned property and after the lapse of a considerable period of time the Trustee received an offer of $25,000.00 for said property, said offer being the highest received by the Trustee.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

-3-

That in compliance with the terms of said Decree the said Trustee has entered into a Contract of Sale with Henry E. Ciccarone for the sum of $25,000.00, the original of which Contract of Sale is attached hereto marked "Exhibit A" and is prayed to be taken as a part hereof.

-4-

That subsequent to the execution of said Contract of Sale testimony was taken before an Examiner of this Court and two qualified persons familiar with the value of real estate in the City of Annapolis testified as to the fairness of the selling price and of the terms of said Contract of Sale.

AND, as in duty bound, etc.

John G. Rouse, Jr.
John G. Rouse, Jr., Trustee

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

I HEREBY CERTIFY, That on this 17th day of June, 1953, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN G. ROUSE, JR., Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Dorothy L. Stockett
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

46

LIBER 83 PAGE 47

C O N T R A C T O F S A L E

THIS AGREEMENT, Made this 4th day of June, 1953, between JOHN G. ROUSE, JR., Trustee, and HENRY E. CICCARONE, Vendee.

WHEREAS by a Decree of Circuit Court for Anne Arundel County, in a proceeding entitled "MARY E. SMITH, at. al. vs. MUHLMEISTER, at. al., EQUITY NO. 10,258, John G. Rouse, Jr., was appointed Trustee to sell the property hereinafter described, at public or private sale in accordance with the provisions set forth in said Decree, and

WHEREAS henry E. Ciccarone desires to purchase said property upon the terms hereinafter set forth.

NOW, THEREFORE, Witnesseth that in consideration of the premises and of the hereinafter mentioned deposit the said Trustee does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor, subject to any covenants and restrictions of record, the following described property situate in the 6th Election District of Anne Arundel County, Maryland, and described as follows:

> A certain fee simple lot of ground in the City of Annapolis, together with the improvements thereon, being known as Number 133 Main Street.

At and for the price of Twenty Five Thousand ($25,000.00) Dollars, of which Five Hundred ($500.00) Dollars has been paid prior to the signing hereof and the balance of said purchase ($24,500.00) price is to be paid in cash at the time of settlement which shall be within sixty (60) days from the date hereof.

Upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed by the Trustee at the Vendee's expense which shall convey to the Vendee a good and merchantable title to the property, free of all encumbrances.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of settlement, the cost of Federal and State stamps shall be borne equally between the parties.

Filed 17 June, 1953

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

"EXHIBIT A"

TIME is the essence of this Agreement, and if the terms hereof are not complied with by the Vendee, the deposit above referred to shall be forfeited.

It is expressly understood and agreed that this sale is subject to ratification by the Circuit Court for Anne Arundel County.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Dorothy L. Stackett John G. Rouse Jr. Trustee SEAL

James C. Morton, Jr. Henry E. Ciccarone SEAL

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

48

ORDER NISI

LIBER 83 PAGE 49

MARY E. SMITH,
LORRAINE S. MUHLMEISTER, et al, etc.

versus

SHARON MUHLMEISTER, infant,
CAROLYN S. WEST, infant,
DAVID R. WEST, infant, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,258 Equity

Filed 17 June, 1953

Ordered, this 17 day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, 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 $ 25,000.00.

John F. Perkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

MARY E. SMITH,
LORRAINE S. MUHLMEISTER, et al, etc.

versus

SHARON MUHLMEISTER, infant,
CAROLYN S. WEST, infant,
DAVID R. WEST, infant, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 31 July, 1953

ORDERED BY THE COURT, This 31 day of July finally, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

49

LIBER 83 PAGE 50 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDEN OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1953

We hereby certify, that the annexed

Order Nisi

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 2 day of July, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Helene P. White

No. M.C. .....

50

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,258 Equity

MARY E. SMITH, LORRAINE S. MUHLMEISTER, et al, etc.,
Vs.
SHARON MUHLMEISTER, Infant, CAROLYN S. WEST, Infant, DAVID R. WEST, Infant, et al.

Ordered, this 17th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, 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 $25,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
jy-16

Filed 28 July, 1953.

LIBER 83 PAGE 51 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Corrected

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10258

Mary E. Smith

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 July, 1953. The first insertion being made the 25th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

No. M. G. 9632

51

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,258 Equity

MARY E. SMITH, LORRAINE S. MUHLMEISTER, et al, etc.,
Vs.
SHARON MUHLMEISTER, infant, CAROLYN S. WEST, infant, DAVID R. WEST, infant, et al.

Ordered, this 17th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, 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 $25,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-16

Filed 31 July, 1953

Jud. 14017.

TRUSTEE UNDER DECREE.

LIBER 83 PAGE 52

No. 10,258 Equity ✓

Know all Men by these Presents:

THAT WE John G. Rouse, Jr.

of Annapolis, Maryland, as principal, and the MARYLAND CASUALTY COMPANY, 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 Twenty five thousand and ----------00/100 Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, 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 4th day of August in the year of our Lord nineteen hundred and fifty three.

Filed 4 Aug., 1953.

WHEREAS, the above bounden John G. Rouse, Jr.

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 Mary E. Smith, et al Vs Sharon Muhlmeister

Ds

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John G. Rouse, Jr.

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

Signed, sealed and delivered in the presence of

Eleanor L. Owings

John G. Rouse [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY,

By Chas. F. Lee, Jr.

of Chas. F. Lee & Co., Inc., Agents

ATTEST:

Marie Butler

~~Secretary~~

approved this 4 Aug., 1953.

John K. Hopkins, 3rd, Clerk

52

In the Case of

Mary E. Smith,
Lorraine S. Muhlmeister,
Mary Elizabeth Smith West, et al
vs.
Sharon Muhlmeister, infant,
Carolyn S. West, infant,
David R. West, infant, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,258 Equity

To the Honorable, the Judges of said Court:

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

Filed 14 Aug, 1953

August 14, 1953

All of which is respectfully submitted.

Laura K. Zickling
Auditor.

53

Dr. Mary E. Smith, et al Vs. Sharon Muhlmeister, infant, et al in ac.

To Trustee for Commissions, viz:		780 00		780 00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's fee		10 00		
Clerk of Court - Court costs		53 50		
Jos. W. Alton, Jr. - Sheriff's costs		2 90		
Emanuel Klawans - Examiner's fee		10 00		
Katharine H. McCutchan - Stenographer's fee		11 00		
John H. Hopkins, IV - Guardian ad Litem		4 00		
Auditor - stating this account		22 50		
				113 90
To Trustee for Expenses, viz:				
Capital-Gazette Press - order of publication		62 52		
Capital-Gazette Press - Order nisi (sale)		8 00		
Capital-Gazette Press - order nisi (acct)		6 00		
Maryland Casualty Co. - bond premium		100 00		
Fred E. Voges - appraisal and testimony		25 00		
Charles F. Lee, Jr. - appraisal and testimony (1952)		25 00		
Charles F. Lee, Jr. - appraisal and testimony (1953)		25 00		
One-half Federal documentary stamps		13 75		
One-half State documentary stamps		13 75		
Dorothy L. Stockett - notary fees		1 00		
				280 02
To Trustee for Taxes, viz:				
1953 State and County taxes ($168.82 - adjusted to 7/28/53)		93 84		
1953 Annapolis City taxes ($129.20 - adjusted to 7/28/53)		9 86		103 70
To Trustee for Benefit Charges, viz:				
Annapolis Water Co. - water service from 4/1/53 to 6/30/53		32 40		32 40
Balance in hands of Trustee, subject to further Order of Court		23,689 98		23,689 98
				25,000 00

with John G. Rouse, Jr., Trustee Cr.

1953				
July	28	Proceeds of Sale of property designated as #133 Main Street, Annapolis, Maryland (Contract dated June 4, 1953)	25,000 00	25,000 00
				25,000 00

ORDER NISI LIBER 83 PAGE 56

Mary E. Smith,

et al

VERSUS

Sharon Muhlmeister,

infant, et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,258 Equity.

Filed 14 Aug., 1953

ORDERED, This 14 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 14 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 14 day of September next.

John H. Hopkins, 3rd. Clerk.

Filed 16 Oct., 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of October, 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., September 4, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10258

Mary E. Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of September, 1953 The first insertion being made the 20th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10258 Equity
MARY E. SMITH, et al
Vs.
SHARON MUHLMEISTER, Infant, et al.

Ordered, this 14th 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 14th 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 14th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

8-3

Filed 16 Oct., 1953

No. M. G. 10401

57

1/5/51

LIBER 83 PAGE 57

JOHN DE GRANGE and F. WARD DE GRANGE, co-partners trading as DE GRANGE LUMBER COMPANY Glen Burnie, Maryland and BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED a body corporate 4201 Powell Avenue Baltimore 6, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,154
vs.	*	
HENRY J. CLAUSS Address unknown.	*	

* * * * * * *

Filed 22 Jan., 1951

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John DeGrange and F. Ward DeGrange, co-partners, trading as DeGrange Lumber Company (herein referred to as "Plaintiff DeGrange"), and Belair Road Building and Loan Association, Inc., a body corporate (herein referred to as "Plaintiff Belair"), complaining say:

1. That Plaintiff DeGrange is engaged in the lumber business in Baltimore and Anne Arundel Counties; that Plaintiff Belair is a building and homestead association incorporated under the laws of the State of Maryland.

2. Plaintiffs allege that the Defendant, Henry J. Clauss, formerly resided and carried on a business in Glen Burnie, Anne Arundel County, State of Maryland; that the said Henry J. Clauss has absconded from the State of Maryland and is now a non-resident of the State of Maryland.

3. Plaintiff Belair alleges it has made loans on first lien real estate mortgages to the said Henry J. Clauss, Defendant, and to persons for whom he had contracted to construct dwelling properties, including the following:

Account No. 3391 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $7,000.00,

covering Lot No. 10, Marie Avenue, which mortgage was dated July 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 579, folio 554. The original of said mortgage is attached hereto marked "Belair Exhibit No. 1".

Account No. 3378 of said Association - Mortgage executed by William H. Wingate and Edna V. Wingate, his wife, in the sum of $7,000.00, covering Lots 72, 73, 74 and 75 of Baltimore Highlands, which mortgage was dated July 14, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1861, folio 209. The original of said mortgage is attached hereto marked "Belair Exhibit No. 2".

Account No. 3400 of said Association - Mortgage executed by John Meyers and Catherine E. Meyers, his wife, in the sum of $8,000.00, covering Lot No. 6, Section F, Meadow Road, Anne Arundel County, which mortgage was dated July 28, 1950, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 333. The original of said mortgage is attached hereto marked "Belair Exhibit No. 3".

Account No. 3406 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $7,000.00, covering Lot No. 8 Marie Avenue, which mortgage was dated August 9, 1950, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 584, folio 286. The original of said mortgage is attached hereto marked "Belair Exhibit No. 4".

Account No. 3415 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $8,000.00, covering Lot No. 1, Section 2, Marie Avenue, which mortgage was dated September 27, 1950, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 591, folio 500. The original of said mortgage is attached hereto marked "Belair Exhibit No. 5".

Account No. 3418 of said Association - Mortgage executed by John R. Burl and Catherine G. Burl, his wife, in the sum of $6,000.00, covering property located on Fort Smallwood Road, Anne Arundel County, which mortgage was dated September 16, 1950, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 590, folio 88. The original of said mortgage is attached hereto marked "Belair Exhibit No. 6".

Account No. 3428 of said Association - Mortgage for $8,000.00 executed by Eva Clark, covering Lot No. 7, Section 1, Marie Avenue, which mortgage was dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 528. The original of said mortgage is attached hereto marked "Belair Exhibit No. 7".

Account No. 3429 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $8,000.00, covering Lot No. 4, Section 2, Marie Avenue, which mortgage was dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 593, folio 531. The original of said mortgage is attached hereto marked "Belair Exhibit No. 8".

Account No. 3445 of said Association - Mortgage executed by Henry J. Clauss, covering one-half of Lot No. 2 and one-half of Lot No. 3, Section 2, Marie Avenue, in the sum of $8,000.00, which mortgage was dated November 21, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 600, folio 487. The original of said mortgage is attached hereto marked "Belair Exhibit No. 9".

The Plaintiff Belair alleges that as part of each mortgage transaction above set forth the respective mortgagor in each case executed a trust agreement under which the amounts lent to the Defendant were deposited with a trustee to be released to the mortgagor or the mortgagor's agent, Defendant Clauss, in periodic payments, as the work in each case progressed; with a provision that at the time of each payment the mortgagor or the Defendant Clauss would furnish to the trustee evidence of payment of all claims or liens against the property involved, covering the items for which payment was at that time due. The originals of said trust agreements are attached hereto marked "Belair Exhibit No. 10" through "Belair Exhibit No. 18".

4. Plaintiff Belair alleges that from time to time after execution of said mortgages the Defendant Clauss applied to the construction agreement trustee aforesaid for the release of funds under the various trust agreements; that at the time of each said application he represented to the trustee that the construction work on the property involved had progressed to the stage where he was entitled to the money applied for under the trust agreement; and that all bills for material and labor were currently paid up to the time of each of said applications for payment. These representations were false in that the construction work on the property involved had not progressed to the stage where he was entitled to the money applied for under the trust agreement; and that all bills for material and labor were not currently paid up to the time of each of said applications for

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

for payment as aforesaid; all of these representations were made with the intent and for the express purpose of obtaining moneys from the trustee under the said trust agreements in fraud of the rights of the Plaintiff Belair. As a result thereof, the Defendant Clauss obtained substantially the entire amount of the funds in the hands of the trustee in each case, while at the same time there were unpaid materialmen's bills which had, or may, become liens against each of said properties.

5. Plaintiff Belair alleges that, in addition to the construction mortgages mentioned in paragraph "3" hereof, it has also made loans on first lien real estate mortgages to the said Henry J. Clauss, Defendant, as follows:

> Account No. 3315 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $10,000.00, covering lots 4,6,7,8,9,10,11,12 and 13, Section 1, Marie Avenue, and property on the west side of Ritchie Highway facing Marie Avenue, which mortgage was dated January 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 555, folio 404. The original of said mortgage is attached hereto marked "Belair Exhibit No. 19".
>
> Account No. 3392 of said Association - Mortgage executed by Henry J. Clauss, in the sum of $8500.00, covering 8.207 acres of land in the Fifth Election District of Anne Arundel County, which mortgage was dated July 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 579, folio 571. The original of said mortgage is attached hereto marked "Belair Exhibit No. 20".

The subsisting liens of the above two mortgages (excluding lots which have been released from mortgages) are upon lots on which no improvements have yet been made. In addition to the above, the said Henry J. Clauss assigned to Plaintiff Belair a second mortgage from Henry A. Mack in the amount of $23,000.00 covering a portion of lot No. 1 on a plat entitled "Sub-division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9 folio 6, as further security to the Plaintiff Belair, which said mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 579, and which said assignment is recorded among the same records,

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

4

in Liber J.H.H. No. 526, folio 583. The original of said mortgage and assignment is attached hereto marked "Belair Exhibit No. 21".

6. Plaintiffs DeGrange allege that they have the following claims against Defendant Clauss for unpaid balances for labor and material furnished on account of construction of dwellings on the following properties in Baltimore and Anne Arundel Counties upon which they claim mechanics liens.

Lot No. 11 on a plat of the Allen development filed among the Plat Records of Anne Arundel County in Plat Cab. 3, Rod F-1, folio 9. Unpaid balance $ 1,628.66

Lot No. 10 on a plat of the Clauss property, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cab. 3, Rod E-9, folio 6. (See Mortgage executed on same property under Belair Association Account No. 3391) Unpaid balance $1,948.94

Lots Nos. 72,73, 74 and 75, Block C, as shown on the plat of Baltimore Highlands, which said plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379. (See mortgage executed on same property under Belair Association Account No. 3378) Unpaid balance $1,856.40

Lot No. 6, Section F, as shown on the revised plat of the south section of Rock Hill, which plat is recorded among the Land Records of Anne Arundel County in Cab. 3, Rod E-6, folio 14. (see mortgage executed on same property under Belair Association Account No. 3400) Unpaid balance $2,764.52

Lot No. 8 Marie Avenue, on the plat of the Sub-division of Clauss property, said plat being recorded in the Plat Records of Anne Arundel County in Plat Cab. 3, Rod E-9, folio 6 (see mortgage executed on said property under Belair Association Account No. 3406) Unpaid balance $3,008.30

Lot No. 1, Section 2, Marie Avenue, as shown on the plat of sub-division of the Clauss property prepared by Thomas W. Shives, Registered Engineer, dated August 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950. (see mortgage executed on same property under Belair Association Account No. 3415) Unpaid balance $3,092.53

Property located on Fort Smallwood Road, Anne Arundel County, being the same lot of ground described in a deed from Ella G. Kane, widow, to John R. Burl and wife, dated May 12, 1950 and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 570 folio 112.(See mortgage executed on same property under Belair Association Account No. 3418) Unpaid balance $4,183.00

Lot No. 7, Section 1, Marie Avenue, as shown on the plat of sub-division of the Clauss property, said plat being recorded in the Plat Records of Anne Arundel County in Cab. 3, Rod E-9, folio 6. (and see deed to Eva Clark, Liber J.H.H. No. 593 folio 526). (see mortgage executed on same property under Belair Road Association Account No. 3428) Unpaid balance $2592.89

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

Lot No. 4, Section 2, on the plat of the sub-division of the Clauss property prepared by Thomas W. Shives, Registered Engineer, dated August, 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950. (See mortgage executed on same property under Belair Association Account No. 3429.) Unpaid balance $ 1,414.37.

The southernmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3, Section 2, Marie Avenue, as shown on the plat of sub-division of the Clauss property prepared by Thomas W. Shives, Registered Engineer, dated August, 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950. (See mortgage executed on same property under Belair Association Account No. 3445.) Unpaid balance $ 1,096.23.

In addition to the above claims, Plaintiffs DeGrange allege that they have the following claims against Defendant Clauss for unpaid balances for labor and material on which they have no claim for mechanics lien:

Lippins Hardware Store, Crane Highway	$ 78.19
Repairs to Moose Lodge, Glen Burnie	29.37
Work done on the home of James C. Leonard, Thomas Avenue and Glen Burnie Heights	376.78
Total	$ 484.34.

7. Plaintiffs DeGrange and Belair allege that construction of the improvements on several of the mortgaged properties mentioned above is only partially completed; and construction having ceased on the said properties, they are exposed to the weather and to depredation by trespassers and steps must be promptly taken to conserve the same for the benefit of mortgage, lien and general creditors of the Defendant, in accordance with the respective rights to preference of said creditors. In addition, the construction work of substantially all of the properties has progressed to such an extent that it is now in the interest of all persons having claims against the said Defendant Clauss that the said contracts be completed in order to avoid forfeiture under said construction contracts; and if the said contracts are so forfeited, the estate of the Defendant Clauss will suffer serious and

irredeemable loss.

8. The Plaintiffs allege that the books and records of Defendant Clauss are confused and many of the records are incomplete; and Plaintiffs are informed and believe that many business records have been destroyed by the said Defendant Clauss preparatory to his departure from this State for the purpose of defrauding his creditors, and unless his remaining papers and records are preserved, great additional damage will be done to his creditors; that in addition, Defendant Clauss had large sums of money paid to him by the trustee under said escrow agreements for the purpose of payment of claims of labor and materialmen, and while Plaintiffs have no knowledge of the amounts of money taken by Defendant Clauss with him, Plaintiffs believe and allege that he has taken substantial amounts of said money with the intention of defrauding Plaintiffs and other creditors.

9. The Plaintiffs further allege that they have no knowledge of the amount of money or assets taken by the Defendant Clauss from this State but allege that the apparent assets available to his creditors in this State are not sufficient to pay said creditors in full; and on information and belief, the Plaintiffs say that the Defendant is insolvent.

10. The Plaintiffs further allege that in addition to the mortgaged properties above mentioned, the Defendant Clauss has some equities in real and personal property located in Anne Arundel County, State of Maryland, which can and should be preserved for the benefit of all his creditors, in accordance with the order of preference to which they are by law entitled.

11. The Plaintiffs further allege that in order to prevent great and irreparable loss, damage and injury to the Plaintiffs and other creditors of the Defendant Clauss, a receiver should be appointed of the said real and personal property of the

said Defendant Clauss for the purpose of conserving the same for the benefit of his creditors.

12. The Plaintiffs allege that it will be necessary to accomplish the purposes of this bill of complaint for the Court to authorize the sale of a part or all of the properties owned by the Defendant.

13. Neither the Plaintiff DeGrange nor the Plaintiff Belair intend by this bill of complaint to waive any liens or claims to priority which they may have as against the respective properties mentioned in this bill of complaint; nor does either intend to admit, as against the other, the validity or priority of the respective claims of the other as lienor or general claimant, it being intended that each shall reserve for future determination such questions regarding the claims, liens and priorities of the other as may properly be presented to this Court; and each party further reserves the right to institute, with the permission of this Court, such further proceedings for the protection of any claim or lien as may be proper in the premises.

TO THE END, THEREFORE, -

(1) That this Honorable Court shall assume jurisdiction over the estate of the Defendant Clauss and determine the respective rights of the Plaintiffs with regard thereto.

(2) That a receiver or receivers shall be immediately appointed by this Honorable Court to take charge of all of the assets of the Defendant Clauss, including his books, records and papers of account, property, goods and effects, and to collect the debts due the said Defendant and to preserve and dispose of the same under the direction of this Honorable Court for the benefit of the Plaintiffs and all other creditors and persons interested in the estate of the said Clauss.

(3) That the Court shall decree a sale of such of the assets of the Defendant as may seem necessary or appropriate in

the premises.

(4) That this Court authorize and direct the completion of the construction contracts and sales of real estate heretofore made by the Defendant Clauss where, on subsequent application, such action shall be necessary or appropriate.

(5) That this Court grant such other and further relief as this case may require.

MAY IT PLEASE THIS HONORABLE COURT to grant the order of publication against the said non-resident Defendant, Henry J. Clauss, notifying him of the substance and object of the aforementioned bill of complaint and warning him to appear in this Court in person or by solicitor on or before a certain day to be named therein, to show cause, if any he has, why a decree ought not to be passed as prayed.

AND as in duty bound, etc.

John DeGrange and
F. Ward De Grange
by
F. Ward DeGrange
Co-partners trading as DE GRANGE LUMBER COMPANY

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INC.

By J. David Lassahn
J. David Lassahn, President

Solicitors for DeGrange Lumber Co.
Townsworth Bldg-Annapolis, Md

Solicitors for Belair Rd
B & L Assn 3 E. Lexington St Balto Md.

STATE OF MARYLAND, Anne Arundel Co. SS:

I hereby certify, that on this 22 day of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Ward DeGrange, who is one of the Plaintiffs in the foregoing bill of complaint, and took oath in manner and form provided by law that the facts alleged by the Plaintiffs John DeGrange and F. Ward DeGrange, co-partners trading as DeGrange

Lumber Company, in the foregoing bill of complaint, are true except where the said allegations are made on information and belief of the said Plaintiffs, and in such case the said affiant believes the same to be true according to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

NOTARY PUBLIC

John D Morgan Jr

Notary Public

My commission expires May 7, 1951

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I hereby certify, that on this 17th day of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. David Lassahn , who is President of the Belair Road Building and Loan Association, Inc., one of the Plaintiffs in the foregoing bill of complaint, and took oath in manner and form provided by law that the facts alleged by the Belair Road Building and Loan Association, Inc. in paragraphs "1", "2", "3" and "5" of the said bill of complaint are true and that the facts alleged by the said Belair Road Building and Loan Association, Inc. in the remainder of the said bill of complaint are true to the best of his knowledge, information and belief; and at the same time appeared J. CALVIN CARNEY, who took oath in manner and form provided by law as follows: That he is the trustee mentioned in each of the construction trust agreements described in paragraph "3" of the bill of complaint; that the matters and facts alleged by the Belair Road Building and Loan Association, Inc. in paragraphs "3", "4", "5", "6", "7", "8", "9", "10", "11", "12" and "13" of the bill of complaint are true except such as may have

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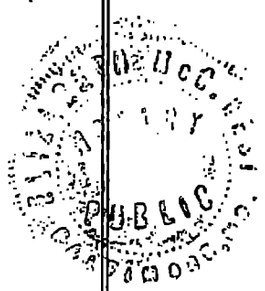
been alleged on information and belief and in such case they are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Elizabeth McC. West

Elizabeth McC. West
Notary Public

My commission expires May 7, 1951



1/5/51

LIBER 83 PAGE 68

JOHN DE GRANGE and F. WARD DE GRANGE, co-partners trading as DE GRANGE LUMBER COMPANY Glen Burnie, Maryland and BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED a body corporate 4201 Powell Avenue Baltimore 6, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,154
vs.	*	
HENRY J. CLAUSS Glen Burnie, Maryland	*	

* * * * * * *

ORDER

On the foregoing bill of complaint, exhibits and affidavits, it is, this 22d day of January, 1951, ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, that J. Calvin Carney and John Dawson, Jr. be and they are hereby appointed receivers with the power and authority to take charge and possession of the real and personal property, goods, wares, merchandise, books, papers and effects of or belonging to Henry J. Clauss, and to collect the outstanding debts due to the said Henry J. Clauss; and the persons in possession of said real and personal property, goods, wares, merchandise, books, papers and effects of the said Henry J. Clauss are hereby required to yield up and deliver the same to the said receivers, subject nevertheless to the further order of this Court.

And it is further ORDERED that before the said J. Calvin Carney and John Dawson Jr. proceed to act as receivers by virtue of this order, they shall give bond to the State of Maryland in the penalty of $50,000 with a surety or sureties to be approved by this Court or the Clerk thereof and conditioned upon the faithful performance of the trust imposed in them by this order or which may be imposed upon them by any future order or decree in the premises.

Filed 22 Jan., 1951.

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And further ORDERED that, the Plaintiff, Belair Road Building and Loan Association, Inc., having exhibited unto the Court the original documents marked "Belair Exhibit No. 1" through "Belair Exhibit No. 21", the said Plaintiff Belair is authorized to withdraw said exhibits upon substitution of photostatic copies thereof.

Benjamin Michaelson

Judge

1/6/51

LIBER 83 PAGE 70

JOHN DE GRANGE and F. WARD DE GRANGE, co-partners trading as DE GRANGE LUMBER COMPANY Glen Burnie, Maryland and BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED a body corporate 4201 Powell Avenue Baltimore 6, Maryland	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY In Equity No. 10,154
vs.	*	
HENRY J. CLAUSS Address unknown	*	

* * * * * * *

ORDER OF PUBLICATION

Filed 22 Jan., 1951

The object of this suit is to have the Court assume jurisdiction over the estate of Henry J. Clauss and determine the respective rights of the Plaintiffs with regard thereto, to have a receiver appointed of said assets, to procure the sale of such of the assets of the Defendant as may be appropriate, to obtain the completion, under the direction of the Court, of construction contracts and contracts for the sale of land, and such other relief as may be appropriate.

The complaint is filed by John DeGrange and F. Ward DeGrange, co-partners trading as DeGrange Lumber Company (hereinafter collectively referred to as "Plaintiff DeGrange"), and the Belair Road Building and Loan Association, Inc. (hereinafter referred to as "Plaintiff Belair"), and sets forth that -

The Defendant, Henry J. Clauss, formerly resided and carried on business in Glen Burnie, Anne Arundel County; and that he has absconded from the State of Maryland and is now a non-resident of the State of Maryland. The Plaintiff Belair has made construction loans to Defendant Clauss secured by first mortgages on properties in Baltimore and Anne Arundel Counties, which in the face amount aggregate $38,000.00; and has also made construction mortgage loans to persons for whom the said Clauss had contracted

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to construct dwellings in said counties, which in the face amount aggregate $29,000.00. As part of each such mortgage transaction, the respective mortgagor in each case executed a trust agreement under which the amounts lent to the Defendant were deposited with a trustee to be released to the mortgagor, or the mortgagor's agent, Defendant Clauss, in periodic payments as the work in each case progressed; with a provision that at the time of each payment the mortgagor, or the Defendant Clauss, would furnish to the trustee evidence of payment of all claims or liens against the property involved covering the items for which payment was at that time made.

From time to time after the execution of said mortgages the Defendant Clauss applied to the construction agreement trustee aforesaid for the release of funds under the various trust agreements. At the time of each application, he represented to the trustee that the construction work on the property involved had progressed to the stage where he was entitled to the money applied for under the trust agreement; and that all bills for material and labor were currently paid up to the time of each of said applications for payment. Said representations were false in that the construction work on the property involved had notprogressed to the stage where he was entitled to the money applied for under the trust agreement; and that all bills for material and labor were not currently paid up as aforesaid. All of these representations were made with the intent and for the express purpose of obtaining money from the trustee in fraud of the rights of the Plaintiff Belair. As a result thereof, the Defendant Clauss obtained substantially the entire amount of the funds in the hands of the trustee in each case, while at the same time there were unpaid materialmen's bills which had or may become liens against each of said properties.

Plaintiff DeGrange alleges that it has claims against the Defendant Clauss for unpaid balances for labor and material furnished on account of construction of houses on properties mortgaged by the said Clauss and properties mortgaged by third persons with whom the said Clauss had entered into construction

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

contracts in amounts aggregating $23,585.84, for which it will claim mechanics liens, and in addition that it has a claim of $484.34 for unpaid balances due upon which it has no claim for mechanics lien.

The bill further alleges that construction of the improvements on several of the mortgaged properties is only partially completed. Construction having ceased on the said properties, they are exposed to the weather and to depredation by tresspassers and steps must be promptly taken to preserve the same for the benefit of the mortgage, lien, and general creditors of the Defendant Henry J. Clauss in accordance with the respective rights to preference of said creditors. In addition the construction work of substantially all of the properties has progressed to such an extent that it is now in the interests of all persons having claims against Defendant Clauss that said contracts be completed in order to avoid forfeiture. In addition the books and records of the Defendant Clauss are confused and many records are incomplete and Plaintiffs are informed that many business records have been destroyed by Defendant Clauss for the purpose of defrauding his creditors and unless his remaining papers and records are preserved great additional damage will be done to his creditors. Also that Defendant Clauss has had large sums of money paid him by the trustee under the above mentioned escrow agreements for the purpose of payment of claims of labor and materialmen and Plaintiffs believe and allege that he has taken substantial amounts of said money with the intention of defrauding Plaintiffs and other creditors. Plaintiffs also say that the assets in the estate are insufficient to pay creditors and on information and belief that the Defendant is insolvent. In addition to the mortgaged properties above mentioned, the Defendant Clauss has some equities in real and personal property located in Anne Arundel County which can and should be preserved for the benefit of all creditors in accordance with the order of preference to which they are entitled. Finally, Plaintiffs allege that a receiver should be appointed for

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

the purpose of preserving the Defendant's assets for the benefit of creditors; that it will be necessary to accomplish the purposes of the bill of complaint for the Court to authorize a sale of part or all of the properties owned by the Defendant.

The complaint thereupon prays that the Court assume jurisdiction over the estate of the Defendant Clauss and determine the respective rights of the Plaintiffs with regard thereto; that a receiver or receivers shall be immediately appointed to take charge of the assets of the Defendant Clauss and of his books and records, to collect the debts due the Defendant and to preserve and dispose of the assets under the direction of the Court for the benefit of the Plaintiffs and all other creditors and persons interested in the estate of the said Clauss; that the Court shall decree a sale of such of the assets of the Defendant as may seem necessary or appropriate in the premises; that the Court authorize and direct the completion of construction contracts and sales of real estate heretofore made by the Defendant Clauss where, on subsequent application, such action shall be necessary or appropriate; and for such other and further relief as the case may require.

IT IS THEREUPON, this 22 day of January, 1951, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, ORDERED that the Plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 27 day of February, 1951, give notice to the above named non-resident Defendant, Henry J. Clauss, of the object and substance of the said complaint, warning him to be and appear in this Court in person or by solicitor on or before the 15 day of March, 1951, and show cause, if any he has, why a decree should not be passed as prayed.

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

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LIBER 83 PAGE 74 ... UNTY—WITH CLAUSE—17 BOOK 57 PAGE 554

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~~ the Fifth Election District of 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 24, Jan. 1951
BELAIR EXHIBIT NO. 1

LIBER 83 PAGE 75

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.

LIBER 83 PAGE 76

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 authorizs 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.

LIBER 83 PAGE 77

MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING &
LOAN ASSN., INC.

Received for Record 17 Day of July 1955 at 9-4 o'clock P.M. and the same day recorded in Liber J.H.H. No. 579 Fol. 55 Land Records of Anne Arundel County.

John H. Hopkins 3 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.

BUILDING ASSOCIATION MORTGAGE—CITY COUNTY—WITH CLAUSE—47

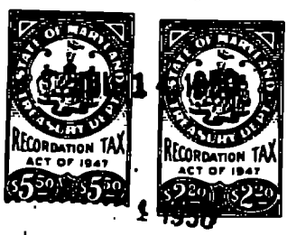
LIBER 83, PAGE 781

This Mortgage, Made this 14th day of July

in the year one thousand nine hundred and fifty between WILLIAM H. WINGATE and EDNA V. WINGATE, his wife

of the Baltimore County, in the State of Maryland, Mortgagors, and the

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED a body corporate, duly incorporated, Mortgagee.



WHEREAS, the said Mortgagors being members of the said body corporate ha ve received therefrom an advance of Seven Thousand ($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.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant unto the said Mortgagee and its successors and assigns, all those lots piece or parcel of ground situate and lying in the Baltimore County, State of Maryland at present known as No. Lots Nos. 72, 73, 74 and 75 and described as follows: All those lots being known and designated as Lots Nos. 72, 73, 74 and 75 Block "C" as shown on the Plat of Baltimore Highlands which said plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2 folio 379.

Being the same lots of ground described in the following conveyances to William H Wingate and Edna V. Wingate, his wife:

1. (As to Lot 72) Deed from Raymond W. Lewis and Lillie G. Lewis, his wife, dated April 5, 1950, and recorded among the Land Records of Baltimore County in Liber T. B. S. No. 1837 folio 31.

2. (As to Lots 73, 74, and 75) Deed from National Homes, Inc. dated March 28, 1949, and recorded among the Land Records of Baltimore County in Liber T. B. S. No. 1723, folio 331.

3. (As to Lot No. 73) Quit Claim Deed from Edward P. Tuerke, unmarried, dated July 3, 1950, and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto.

4. (As to Lot 74) Quit Claim Deed from Bernard Feikin, widower, dated July 7, 1950, and recorded or intended to be recorded among the Land Records of Baltimore County prior hereto

BELAIR EXHIBIT NO. 2
Filed 24 Jan. 1951.

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.

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 Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

AND the said Mortgagor s , for themselves, their heirs, executors, administrators and assigns, covenant 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 MORTGAGORs hereby covenant 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 MORTGAGORs 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 them 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, or other hazard required by said mortgagee 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 Mortgagors , their 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 Mortgagors hereby assent 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 S hereby also authorize 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 s their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Audrey Fern Ward
Audrey Fern Ward

William H Wingate (SEAL)
William H Wingate

Edna V Wingate (SEAL)
Edna V. Wingate

(SEAL)

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 14th 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 WILLIAM H. WINGATE and EDNA V. WINGATE, his wife the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. 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. Audrey Fern Ward Notary Public

Audrey Fern Ward

209 148091

MORTGAGE

FROM

WILLIAM H. WINGATE and

EDNA V. WINGATE, his wife

TO

BELAIR ROAD BUILDING & LOAN ASSOCIATION, INCORPORATED

RECEIVED for Record
JUL 17 1950 at 10.45 A. M. ~~P. M.~~
same day recorded in liber
T.B.S. No 1861 folio 209
One of the Land Records of
Baltimore County and examined per
[signature]
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.

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—

LIBER 83 PAGE 82

PURCHASE MONEY MORTGAGE

BOOK 582 PAGE 333

This Mortgage, Made this 28th day of July 7.70

in the year one thousand nine hundred and fifty between JOHN MEYERS and CATHERINE D. MEYERS, his wife,

of the Anne Arundel County, in the State of Maryland, Mortgagors, and the

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Eight Thousand ($8000.00) Dollars

on eighty (80) 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 hereinafter described property and being so applied.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant unto said Mortgagee and its successors and assigns, all that lot piece or parcel of ground situate and lying in the Anne Arundel County, State of Maryland at present known as No. Lot No. 6 and described as follows: BEING all that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and designated as Lot No. 6 in Section F. as shown on the Revised Plat of the South Section of Rock Hill, which plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E6, Plat No. 14.

Being the same lot of ground described in a deed from The Riviera Beach Development Company to the within Mortgagors, bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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.

BELAIR EXHIBIT NO. 3
Filed 24 Jan. 1957

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 Mortgagors shall make the payments and perform the covenants herein on their part contained, then this Mortgage shall be void.

, AND the said Mortgagors , for themselves, their heirs, executors, administrators and assigns, covenant with the 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 eighty shares of stock as dues, until the combined payment of dues shall amount to One hundred Dollars for each of said eighty 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 MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of Two Dollars and Fifty 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 MORTGAGORS 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 them 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, or other hazard required by said mortgagee 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 Mortgagors , their 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 Mortgagors hereby assent 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 Mortgagors hereby also authorize 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 Eighty 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

TEST:

Audrey Fern Ward
Audrey Fern Ward

John Meyers (SEAL)
John Meyers

Catherine D. Meyers (SEAL)
Catherine D. Meyers

(SEAL)

BOOK 582 PAGE 335

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 28th 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 JOHN MEYERS and CATHERINE D. MEYERS, his wife the Mortgagor named in the aforegoing Mortgage, and they the aforegoing Mortgage to be their act. At the same time also appeared J. David [illegible] 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.

Audrey Fern Ward
Notary Public
Audrey Fern Ward

Recorded- 2nd August, 1950,
at 10:30 A.M.

(2)

LIBER 83 PAGE 85

MORTGAGE

FROM

JOHN MEYERSAnd
CATHERINE MEYERS, his
wife

TO

BELAIR ROAD BUILDING &
LOAN ASSN., INC.

Received for Record 2 Day
of Aug 1950 at 3 o'clock P.M.
and the same day recorded in Liber
No. 582 Fol. 333 Land
Records of Anne Arundel County.
[illegible] 3 [illegible]

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

FILED 20 450

THE DAILY RECORD CO., BALTIMORE 3, MD.

8.80

BUILDING ASSOCIATION MORTGAGE—CITY C[illegible]OUNTY—WITH CLAUSE—47 BOOK 584 PAGE 286

LIBER 83 PAGE 86

This Mortgage, Made this 9th day of August

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

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.

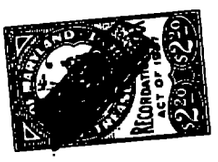
WHEREAS, the said Mortgagor 7.7o

being a member of the said body corporate

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

on seventy (70) shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said 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 Anne Arundel County, State of Maryland at present known as Lot No. 8 Marie Avenue, and described as follows: Being all that lot known and designated as Lot No. 8 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.

BELAIR EXHIBIT NO. 4
Filed 24 Jan. 1951

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, covenants 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, or other hazard required by said Mortgagee 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 584 PAGE 288

TEST:

Audrey Fern Ward
Audrey Fern Ward

Henry J. Clauss (SEAL)
Henry J. Clauss

(SEAL)

(SEAL)

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 11th day of August 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, divorced, 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.

Audrey Fern Ward, Notary Public

Recorded- 12th August, 1950, at 10 A.M.

LIBER 83 PAGE 89

MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED,

Reg. X 50 10 12 A
584 236
[illegible]

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

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—4:

CONFIRMATORY

BOOK 591 PAGE 500

This Mortgage, Made this 27th day of September

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

of the County of Anne Arundel, 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 Eight Thousand Dollars ($8000.00) - Dollars

on eighty shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

doth grant unto the said Mortgagee,

and its successors and assigns, all that lot,

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

~~at present known as No.~~

and described as follows: Being all that lot known and designated as Lot No. 1, Section 2, on the Plat of Sub-division of the Clauss Property, heretofore filed among the Plat Records of Anne Arundel County.

This mortgage is confirmatory of the mortgage from Henry J. Clauss to the Belair Road Building and Loan Association, Incorporated, dated September 1st, 1950, and recorded among the Land Records of Anne Arundel County prior hereto.

BEING also part of the lot of ground described in a Deed from The Brooklyn Home Realty Company, a body corporate, to Henry J. Clauss, dated July 13th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H.No. 579, folio 569.

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 24 Jan. 1951
BELAIR EXHIBIT NO. 5

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.

LIBER 83 PAGE 52

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 cents on each of said eighty shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said eighty 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 covenant s to pay to the said MORTGAGEE, the further sum of One Dollars and - - - - 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 or other hazard required by said Mortgagee, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize s 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 Eighty 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 .

TEST:

Elizabeth McC. West

Henry J. Clauss (SEAL)
Henry J. Clauss

(SEAL)

(SEAL)

BOOK 591 PAGE 502

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 27th day of September 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, 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 the President and Agent of said body corporate and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal. Elizabeth McC. West -Notary Public.

Recorded Sept. 28th. 1950 at 9:00 A.M.

LIBER 83 PAGE 93

MORTGAGE

FROM

HENRY J. CLAUSS,
divorced,

TO

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate.

Received for Record 28 Day of Sept 1950 at 7 o'clock AM [illegible] Liber [illegible] 571 [illegible] 593 Land [illegible]

John H. Hopkins Jr
Clerk

Pd 4.75

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

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

LIBER 83 PAGE 94 BOOK 590 PAGE 88

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

~~Purchase Money Mortgage~~

This Mortgage, Made this 16th day of **September**

in the year one thousand nine hundred and **fifty** between **JOHN R. BURL and KATHERINE G. BURL, his wife**

of ~~XXX~~ **Anne Arundel County**, in the State of Maryland, Mortgagors, and the **BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED** a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said **Mortgagors** being **members** of the said body corporate ha **ve** received therefrom an advance of **SIX THOUSAND** ---------- **($6,000.00)** Dollars on **sixty (60)** share **s** of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance; ~~being balance of the purchase money of the hereinafter described property and being an applica~~

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said **Mortgagors** do grant unto **the said Mortgagee** and its successors and assigns, all **that lot** piece or parcel of ground situate and lying in ~~the~~/**Third Election District of Anne Arundel County, State of Maryland** ~~XXXXXXXXXXXXXXXX~~ and described as follows: **BEGINNING for the same at a pipe on the northeast side of Fort Smallwood Road said pipe being located the following two courses and distances from the intersection formed by the centre line of the county road leading from the Fort Smallwood Road to Rocks Tavern and the northeast paving line of the Fort Smallwood State Road: north thirty eight degrees west eight hundred sixty five feet and north fifty two degrees east thirteen feet to said place of beginning and running from thence and with the northeast side of the Fort Smallwood Road north thirty eight degrees west one hundred feet to a pipe thence at right angles and running through the whole tract conveyed by Michael J. Nugent and wife to Thomas J. Kane and Ella G. Kane, his wife by Deed dated March 19, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5, folio 264; north fifty two degrees east four hundred feet to a pipe thence at right angles and parallel to Fort Smallwood Road south thirty eight degrees east one hundred feet to a pipe thence parallel to the second line of this**

BELAIR EXHIBIT NO. 6
Filed 24 Jan. 1951

description south fifty two degrees west four hundred feet to the place of beginning.

BEING the same lot of ground described in a Deed from Ella G. Kane, widow to said Mortgagors dated May 12, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 570, folio 112.

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.

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, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever/in fee simple.

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

AND the said Mortgagors, for themselves, their heirs, executors, administrators and assigns, covenant with the 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 ten cents on each of said sixty shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said sixty 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 MORTGAGORS hereby covenant to pay to the said MORTGAGEE, the further sum of One Dollars and ——— 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 MORTGAGORS 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 them 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, or other hazard required by said Mortgagee 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 Mortgagors, their 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 Mortgagors hereby assent 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 Mortgagors hereby also authorize the said Mortgagee, its successors or assigns or J. Calvin Camey 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 Sixty 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 Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hand s and seal s of the said Mortgagors.

TEST:

Elizabeth McC. West

John R. Burl (SEAL)
JOHN R. BURL

Katherine G. Burl (SEAL)
KATHERINE G. BURL

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 16th day of September 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 JOHN R. BURL and KATHERINE G. BURL, his wife the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared J. 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 made oath that he is the President and Agent of said body corporate and is authorized to make this affidavit.

As Witness my hand and Notarial Seal.

Elizabeth McC. West- Notary Public

Recorded September 19th. 1950 at 11:00 A.M.

LIBER 83 PAGE 97

MORTGAGE

From
JOHN R. BURL and
KATHERINE G. BURL, his wife

To

BELAIR ROAD BUILDING AND
LOAN ASSOCIATION,
INCORPORATED

[illegible] 19 [illegible]
Sept. 50 11 [illegible]
[illegible] Liber
[illegible] 590 [illegible] 88, Land
[illegible]
John H Hopkins Jr.
Clerk
Pd. 5.00

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

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

BUILDING ASSOCIATION MORTGAGE—CI[illegible]R COUNTY—WITH CLAUSE—1

LIBER 83 PAGE 98

BOOK 593 PAGE 528

This Mortgage, Made this 6th day of October

in the year one thousand nine hundred and fifty between EVA CLARK, unmarried

of the~~x~~ 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

ha s received therefrom an advance of Eight thousand ($8000.00)

Dollars

on eighty (80) 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 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~~ Anne Arundel County, State of Maryland at present known as ~~No.~~ Lot No. 7 Section 1

and described as follows: Being all that lot known and designated as Lot No. 7 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 the same lot of ground described in a deed from Henry J. Clauss, divorced to the within Mortgagor, bearing even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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 24, Jan. 1951
BELAIR EXHIBIT NO. 7

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 her part contained, then this Mortgage shall be void.

AND the said Mortgagor , for herself, her 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 ten cents on each of said eighty shares of stock as dues, until the combined payment of dues shall amount to One hundred Dollars for each of said eighty 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 Six Dollars and ——— 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 her 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, or other hazard required by said mortgagee 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 , her 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 assent s to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize s 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 Eighty 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 , her heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WITNESS the hand and seal of the said Mortgagor

TEST:

Elizabeth McC. West

Eva Clark (SEAL)

(SEAL)

(SEAL)

BOOK 553 PAGE 430

STATE OF MARYLAND, City of Baltimore SS:

I HEREBY CERTIFY, that on this 6th day of October 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 EVA CLARK, unmarried the Mortgagor named in the aforegoing Mortgage, and she acknowledged the aforegoing Mortgage to be her 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.

Elizabeth McC. West
Notary Public

Recorded October 10th.
1950 at 2:30 P.M.

LIBER 83 PAGE 101

MORTGAGE

FROM

EVA CLARK

TO

BELAIR ROAD BUILDING AND
LOAN ASSOCIATION, INC.

Recorded for F ... 10
Acq 50 230

593 528

John H. Hopkins Ind.

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

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

BUILDING ASSOCIATION MORTGAGE—CITY COUNTY—WITH CLAUSE—4:

LIBER 83 PAGE 102

BOOK 593 PAGE 531

This Mortgage, Made this 6th day of October

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

of Anne Arundel, 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 Eight Thousand - - - - - - - - - - - - - -

($8000.00) - - - - - - - - - - Dollars

on eighty share s of stock, the due execution of this Mortgage

having been a condition precedent to the granting of said advance.

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

do th grant unto the said Mortgagee,

and 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 all that lot known and designated as Lot No. 4, Section 2, on the Plat of Sub-Division of Clauss Property, Section 2, Glen Burnie, Maryland, filed among the Plat Records of Anne Arundel County on September 28th, 1950.

BEING part of the lot of ground described in a Deed from The Brooklyn Home Realty Company, a body corporate, to Henry J. Clauss, dated July 13th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 579, folio 569.

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.

BELAIR EXHIBIT NO. 8
Filed 24 Jan. 1957

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.

LIBER 83 PAGE 104

AND the said Mortgagor , for himself, his heirs, executors, administrators and assigns, covenants 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 eighty shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said eighty 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 ——— 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, or other hazard required by said Mortgagee, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorize the said Mortgagee, its successors or assigns or 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 Eighty 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.

TEST:

Elizabeth McC. West

Henry J. Clauss (SEAL)

(SEAL)

BOOK 593 PAGE 533 (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 6th day of October 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, 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 the President and Agent of said body corporate and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Elizabeth McC. West -Notary Public.

Recorded October 10th. 1950 at 2:30 P.M.

LIBER [illegible] PAGE 435

MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED.

593 531

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

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD

LIBER 83 PAGE 106

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—4.

BOOK 600 PAGE 487

This Mortgage, Made this 21st day of November

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

of ~~xxx~~ 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 member a of the said body corporate

has received therefrom an advance of Eight Thousand Dollars ($8000.00) - Dollars

on Eighty share s of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

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

do th grant unto the said Mortgagee,

and its successors and assigns, all that lot

piece or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

~~xxxxxxxxxxxxxxxxxxxx~~

~~xxxxxxxxxxxxxxxxxxxx~~

BEING the southernmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3 as shown on the Plat of Sub-Division of Clauss property, Section 2, Glen Burnie, Maryland, prepared by Thomas W. Shives, Registered Engineer, dated August 1950, and recorded among the Plat Records of Anne Arundel County on September 28th, 1950.

BEING part of the lot of ground described in a Deed from The Brooklyn Home Realty Company, a body corporate, to Henry J. Clauss, dated July 13th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 579, folio 569.

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.

Anything herein to the contrary notwithstanding, the entire amount due hereunder shall be paid in full within eighteen (18) months from the date hereof.

Filed 24 Jan, 1951
BELAIR EXHIBIT NO. 9

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, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever; **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, covenants 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 cents on each of said eighty shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said eighty 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 ——— 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 Eighty 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 600 PAGE 489

TEST:

Elizabeth McC. West

Henry J. Clauss (SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I HEREBY CERTIFY, that on this 21st day of November 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 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, 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.

Elizabeth McC. West - Notary Public.

Recorded- 24th November, 1950, at 9:30 A.M.

LIBER 83 PAGE 109

MORTGAGE

FROM

HENRY J. CLAUSS, divorced

TO

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED.

Nov. 50 9-30 24 Q
600 -87
John H Hopkins 3 B

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

FILED 5.00

THE DAILY RECORD CO., BALTIMORE 3, MD.

THIS AGREEMENT, Made this 21 day of November, 1950, by and between HENRY J. CLAUSS, Mortgagor, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, Mortgagee, and J. CALVIN CARNEY, Trustee, hereinafter mentioned.

STATEMENT

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Eight Thousand Dollars ($8,000.00) payable in accordance with its terms on fee simple property known as the southeasternmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3 as shown on the Plat of Sub-Division of Clauss property, Section 2, Glen Burnie, Maryland, prepared by Thomas W. Shives, Registered Engineer, dated August, 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950,

the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee upon the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said Mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagor agrees to construct at once a dwelling house upon said southeaternmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3, described in said Mortgage, strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the office of the Building Engineer for Anne Arundel County and approved by such office.

(c) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagor, the sum of $ 6647.95, being the net proceeds of

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

said mortgage loan, in the following amounts:

(1) When foundation has been completed, the sum of $2000.00

(2) When said house is under roof, the sum of $2000.00

(3) When said house is plastered and roughed in, the sum of $2000.00

(4) Balance upon completion of house $ 647.95

At the time of such payments, said Mortgagor shall furnish to said Mortgagee evidence of payment of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if, in his opinion, the circumstances warrant such change or variation.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in hands of such Trustee for such purpose, or, said Trustee, in his discretion in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder, said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as said Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable one and

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

one-half per cent (1½%) of the face of said mortgage.

AS WITNESS the hands and seals of said Mortgagor and said Trustee and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

TEST:

Elizabeth McC. West

Henry J. Clauss (SEAL)
Henry J. Clauss, Mortgagor

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert F. Engelhardt
Herbert F. Engelhardt-Secy.

J. David Lassahn
J. David Lassahn, President

TEST:

J. Calvin Carney (SEAL)
J. Calvin Carney, Trustee

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

BELAIR EXHIBIT NO. 10
Filed 24. Jan. 1951

THIS AGREEMENT, Made this 7th day of October, 1950, by and between HENRY J. CLAUSS, Mortgagor, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, Mortgagee, and J. CALVIN CARNEY, Trustee hereinafter mentioned.

STATEMENT

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Eight Thousand Dollars ($8,000.00) payable in accordance with its terms on fee simple property known as Lot No. 4, Section 2, on the Plat of the Sub-Division of Clauss Property filed herewith, as part hereof, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 4, Section 2, described in said Mortgage, strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Building Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrives at the points of

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

BELAIR EXHIBIT NO. 11
Filed 24 Jan 1951

completion hereinafter named, said Trustee shall pay the said Mortgagor, the sum of $6604.90 , being the net proceeds of said mortgage loan, in the following amounts:

(1) When foundation has been completed, the sum of $2000.00

(2) When said house is under roof, the sum of $2000.00

(3) When said house is plastered and roughed in, the sum of $2000.00

(4) Balance upon completion of house $604.90

At the time of such payments, said Mortgagor shall furnish to said Mortgagee evidence of payment of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if, in his opinion, the circumstances warrant such change or variation.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in hands of such Trustee for such purpose, or, said Trustee, in his discretion in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder, said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as said

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

Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable one and one-half per cent (1½%) of the face of said mortgage.

AS WITNESS the hands and seals of said Mortgage and said Trustee and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

Test: Henry J. Clauss (SEAL)
Mortgagor

ATTEST: BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED.

Herbert F. Engelhardt - Sec'y. J. David Lassahn, President.

Test: J. Calvin Carney (SEAL)
Trustee.

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

THIS AGREEMENT, Made this 17th day of October, 1950, by and between EVA CLARK, Mortgagor, Belair Road Building and Loan Association, Incorporated, Mortgagee and J. Calvin Carney, Trustee hereinafter mentioned.

STATEMENT

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Eight Thousand Dollars ($8000.00) payable in accordance with its terms, on fee simple property known as Lot No. 7 Section 1 on the Plat of the Subdivision of Clauss Property recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9 Plat 6, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 7 Section 1 described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Buildings Engineer for Baltimore County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagor the sum of $ 7635.23 being the net proceeds of said mortgage loan, in the following amounts:

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

BELAIR EXHIBIT NO. 12
Filed 24 Jan. 1951

(1) When foundation has been completed, the sum of	$ 2000.00
(2) When said house is under roof, the sum of	$ 2000.00
(3) When said house is plastered and roughed in the sum of	$ 2000.00
(4) Balance, upon completion of house	$ 1635.22
Total	$ 7635.22

At the time of such payments, said Mortgagor shall furnish to said Mortgagee evidence of payments of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if, in his opinion, the circumstances warrant such change or variation.

It is hereby covenanted and agreed that in all places in this trust agreement where payments are to be made hereunder to said Mortgagor, it shall be construed to mean that payments are to be made to said Mortgagor or to Henry J. Clauss, her builder, and said Trustee is hereby directed to make such payments to said Henry J. Clauss, builder, and to accept his receipts for sums paid him, as if said receipts were signed by the Mortgagor personally.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in hands of such Trustee for such purpose, or, said Trustee, in his discretion, in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

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J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder. Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for action as said Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable, one and one-half per cent (1½%) of the face of said mortgage.

As Witness the hands and seals of said Mortgagor, and said Trustee and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

WITNESS:

Eva Clark (SEAL)
EVA CLARK, Mortgagor

ATTEST:
Herbert F. Engelhardt, Secretary

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY J. David Lassahn, President

J. Calvin Carney (SEAL)
Trustee

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

THIS AGREEMENT, Made this 16th day of September, 1950, by and between JOHN R. BURL and KATHERINE G. BURL, his wife, Mortgagors, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a body corporate, Mortgagee, and J. CALVIN CARNEY, Trustee as hereinafter mentioned.

STATEMENT

SAID Mortgagors have executed and delivered to said Mortgagee a first lien mortgage in the sum of Six Thousand Dollars ($6,000.00) payable in accordance with its terms, on fee simple property situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a pipe on the northeast side of Fort Smallwood Road said pipe being located the following two courses and distances from the intersection formed by the centre line of the county road leading from the Fort Smallwood Road to Rocks Tavern and the northeast paving line of the Fort Smallwood State Road: north thirty eight degrees west eight hundred sixty five feet and north fifty two degrees east thirteen feet to said place of beginning and running from thence and with the northeast side of the Fort Smallwood Road north thirty eight degrees west one hundred feet to a pipe thence at right angles and running through the whole tract conveyed by Michael J. Nugent and wife to Thomas J. Kane and Ella G. Kane, his wife by Deed dated March 19, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5, folio 264; north fifty two degrees east four hundred feet to a pipe thence at right angles and parallel to Fort Smallwood Road south thirty eight degrees east one hundred feet to a pipe thence parallel to the second line of this description south fifty two degrees west four hundred feet to the place of beginning.

the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, said parties hereto and each of them covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

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

Filed 24 Jan. 1951.
BELAIR EXHIBIT NO. 15

(a) Said Mortgagors agree to have constructed at once by their builder and agent, Henry J. Clauss a dwelling house upon said property described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the office of the Buildings Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagors or their builder and agent, Henry J. Clauss the sum of $ 5,678.10 being the net proceeds of said Mortgage, in the following amounts:

(1) When foundation has been completed, the sum of	$ 1000.00
(2) When said house is under roof, the sum of	$ 2000.00
(3) When said house is plastered and roughed in, the sum of	$ 2000.00
(4) Balance upon completion of house, the sum of	$ 678.10
Total	$ 5678.10

at the time of such payments, said Mortgagors or their builder and agent, Henry J. Clauss shall furnish to said Mortgagee evidence of payments of all claims or liens against said property until such time covering the items for which payment is due at such times.

2. If said Mortgagors shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by parties other than Henry J. Clauss, said Mortgagors' builder and agent at the expense and risk of said Mortgagors, and to use the funds in the hands of such Trustee for such purpose, or, said Trustee in his discretion, in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagors shall be liable to said Mortgagee for any amount

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder. Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable, one and one half percent. (1½%) of the face of said mortgage.

AS WITNESS the hands and seals of said Mortgagors and said Trustee, and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

TEST:

Elizabeth McC.West

John R. Burl (SEAL)

Katherine G. Burl (SEAL)
Mortgagors

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert F. Engelhardt
Secretary

By
J. David Lassahn, President
Mortgagee

Elizabeth McC. West

J. Calvin Carney (SEAL)
Trustee

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

THIS AGREEMENT, Made this 15 day of September, 1950, by and between HENRY J. CLAUSS, Mortgagor, Belair Road Building and Loan Association, Incorporated, Mortgagee, and J. Calvin Carney, Trustee hereinafter mentioned.

STATEMENT

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Eight Thousand Dollars ($8,000.00) payable in accordance with its terms on fee simple property known as Lot No. 1, Section 2 on the Plat of the Sub-division of Clauss Property filed herewith, as part hereof, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 1, Section 2, described in said Mortgage, strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Building Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagor, the sum of $ 6648.55, being the net proceeds of said mortgage loan, in the following amounts:

(1) When foundation has been completed, the sum of $ 2,000.00

(2) When said house is under roof, the sum of $ 2,000.00

(3) When said house is plastered and roughed in, the sum of $ 2,000.00

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

BELAIR EXHIBIT NO. 14
Filed 24, Jan. 1951

(4) Balance upon completion of house $ 648.55

At the time of such payments, said Mortgagor shall furnish to said Mortgagee evidence of payment of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if, in his opinion, the circumstances warrant such change or variation.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in hands of such Trustee for such purpose, or, said Trustee, in his discretion in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder, said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as said Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable one and one-half per cent(1½%) of the face of said mortgage.

As Witness the hands and seals of said Mortgagor and said Trustee and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said Body Corporate.

Elizabeth McC. West.

Elizabeth McC. West (SEAL)

HENRY J. CLAUSS, Mortgagor

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert F. Engelhardt, Sect'y

BY J. David Lassahn, President

Elizabeth McC. West

J. Calvin Carney, Trustee (SEAL)

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

This Agreement, Made this 9th day of August, 1950, by and between HENRY J. CLAUSS, Mortgagor, Belair Road Building and Loan Association, Incorporated, Mortgagee and J. Calvin Carney, Trustee hereinafter mentioned.

STATEMENT

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Seven Thousand Dollars ($7000.00) payable in accordance with its terms on fee simple property known as Lot No. 8 on the Plat of the Subdivision of Clauss Property recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9 Plat 6, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 8 described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Building Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrived at the points of completion hereinafter named, said Trustee shall pay the said Mortgagor the sum of $ 5695.15, being the net proceeds of said mortgage loan in the following amounts:

(1) When foundation has been completed, the sum of $1000.00

(2) When said house is under roof, the sum of $2000.00

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

Filed 24 Jan. 1951
BELAIR EXHIBIT NO. 15

(3) When said house is plastered and roughed in the sum of $ 1000.00

(4) Balance upon completion of house $ 1695.15

At the time of such payments, said Mortgagors shall furnish to said Mortgagee evidence of payment of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if, in his opinion, the circumstances warrant such change or variation.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in hands of such Trustee for such purpose, or, said Trustee, in his discretion, in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder, Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as said Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable, one and one-half per cent (1½%) of the face of said mortgage.

As Witness the hands and seals of said Mortgagor and said Trustee and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

Henry J. Clauss (SEAL)
HENRY J. CLAUSS, Mortgagor
BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY J. David Lassahn
J. David Lassahn, President

Calvin Carney
J. Calvin Carney, Trustee

Attest:

Joseph R. Wunderlich
~~Herbert F. Engelhardt, Secretary~~
JOSEPH R. WUNDERLICH ASSISTANT SECRETARY

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

LIBER 83 PAGE 126

This Agreement, Made this 28th day of July, 1950, by and between JOHN MEYERS and CATHERINE D. MEYERS, his wife, Mortgagors, Belair Road Building and Loan Association, Incorporated Mortgagee, and J. Calvin Carney, Trustee, as hereinafter mentioned.

STATEMENT

Said Mortgagors have executed and delivered to said Mortgagee a first lien mortgage in the sum of Eight Thousand Dollars ($8000.00) payable in accordance with its terms, on fee simple property known as Lot No. 6 Section F, Rock Hill, Anne Arundel County, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, the said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagors agree to construct at once a dwelling house upon said Lot No. 6 described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Buildings Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagors the sum of $7609.40 , being the net proceeds of said mortgage loan in the following amounts:

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

BELAIR EXHIBIT NO. 16
Filed 24, Jan. 1951

(1) When foundation has been completed, the sum of $1000.00

(2) When said house is under roof, the sum of $ 3000.00

(3) When said house is plastered and roughed in the sum of $2000.00

(4) Balance upon completion of house $1609.40

At the time of such payments, said Mortgagors shall furnish to said Mortgagee evidence of payments of all claims or liens against said property until such time covering the items for which payment is due at such times.

Said Trustee may vary and change payments in his absolute discretion, if , in his opinion, the circumstances warrant such change or variation.

It is hereby covenanted and agreed that in all places in this trust agreement where payments are to be made hereunder to said Mortgagors, it shall be construed to mean that payments are to be made to said Mortgagors or to Henry J. Clauss, their builder, and said Trustee is hereby directed to make such payments to said Henry J. Clauss, builder, and to accept his receipts for sums paid him, as if said receipts were signed by the Mortgagors personally.

2. If said Mortgagors shall fail or refuse to complete said property in accordance with the terms hereof, and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagors, and to use the funds in his hands for such purpose, or, said Trustee, in his discretion, in lieu of completing said property, shall have the right to apply the unpaid funds on account of said mortgage. Said Mortgagors shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to

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

any of the parties hereto except for wilful and deliberate default hereunder, Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable, one and one half per cent (1½%) of the face of said mortgage.

As Witness the hands and seals of said Mortgagors, and said Trustee, and witness the corporate seal of said Mortgagee and the signature of J. David Lassahn, President thereof.

WITNESS:

John Meyers (SEAL)
John Meyers

J. Calvin Carney Jr.

Catherine D. Meyers (SEAL)
Catherine D. Meyers,
Mortgagors

BELAIR ROAD BUILDING AND
LOAN ASSOCIATION, INCORPORATED

Herbert C. Engelhardt

BY J. David Lassahn
J. David Lassahn,
President
Mortgagee

Herbert C. Engelhardt

J. Calvin Carney (SEAL)
J. Calvin Carney, Trustee

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

THIS AGREEMENT, Made this / day of July, 1950, by and between William H. Wingate and Edna V. Wingate, his wife, Mortgagors, Belair Road Building and Loan Association, Incorporated, Mortgagee, and J. Calvin Carney, Trustee as hereinafter mentioned.

S T A T E M E N T

Said Mortgagors have executed and delivered to said Mortgagee a first lien mortgage in the sum of Seven Thousand Dollars ($7,000.00) payable in accordance with its terms, on fee simple property known as Lots 72, 73, 74 and 75 Section C, Baltimore Highlands, the entire proceeds of said morfgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in considerations of the agreements hereinafter contained, said parties hereto and each of them, covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 10 described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the Office of the Buildings Engineer for Baltimore County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagors the sum of $6648.90, being the net proceeds of said mortgage loan, in the following amounts:

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

Filed 24 Jan. 1957
BELAIR EXHIBIT NO. 17

(1) When foundation has been completed, the sum of	$ 1000.00
(2) When said house is under roof, the sum of	$ 3000.00
(3) When said house is plastered and roughed in, the sum of	$ 1000.00
(4) Balance, upon completion of house	$ 1648.90
Total	$6648.90

At the time of such payments, said Mortgagors shall furnish to said Mortgagee evidence of payments of all claims or liens against said property until such time covering the items for which payment is due at such times.

It is hereby covenanted and agreed that in all places in this trust agreement where payments are to be made hereunder to said Mortgagors, it shall be construed to mean that payments are to be made to said Mortgagors or to Henry J. Clauss, their builder, and said Trustee is hereby directed to make such payments to said Henry J. Clauss, builder, and to accept his receipts for sums paid him, as if said receipts were signed by the Mortgagors personally.

2. If said Mortgagors shall fail or refuse to complete said property in accordance with the terms hereof, and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagors, and to use the funds in his hands for such purpose, or, said Trustee, in his discretion, in lieu of completing said property, shall have the right to apply the unpaid funds on account of said mortgage. Said mortgagors shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

hereunder. Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as Trustee hereunder, supervising said completion of said house and paying out tne funds as they become due and payable, one and one-half per cent (1½%) of the face of said mortgage.

AS WITNESS the hands and seals of said Mortgagors, and said Trustee, and witness the corporate seal of said Mortgagee and the signature of J. David Lassahn, President thereof.

Witness:

William H Wingate (SEAL)
William H. Wingate

Edna V. Wingate (SEAL)
Edna V. Wingate Mortgagors

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED,

BY J. David Lassahn
J. David Lassahn, President
Mortgagee

(SEAL)
J. Calvin Carney, Trustee

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

BELAIR EXHIBIT NO. 1C
Filed 24 Jan, 1951

THIS AGREEMENT, Made this day of July, 1950, by and between HENRY J. CLAUSS, Mortgagor, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INC., a body corporate, Mortgagee, and J. CALVIN CARNEY, Trustee as hereinafter mentioned.

S T A T E M E N T

Said Mortgagor has executed and delivered to said Mortgagee a first lien mortgage in the sum of Seven Thousand Dollars ($7000.00) payable in accordance with its terms, on fee simple property known as Lot No. 10 on the Plat of Sub-Division of Clauss Property, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9, Plat 6, the entire proceeds of said mortgage being deposited with J. Calvin Carney, Trustee, upon the following terms and conditions:-

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the agreements hereinafter contained, said parties hereto and each of them covenant and agree as follows:

1. That the entire net proceeds of said mortgage, as determined by the settlement sheet, shall and have been deposited with the said J. Calvin Carney, Trustee, who shall hold and expend said proceeds of said mortgage only in accordance with the following terms and provisions:

(a) Said Mortgagor agrees to construct at once a dwelling house upon said Lot No. 10 described in said Mortgage strictly in accordance with the plans and specifications prepared and approved by the parties hereto and filed in the office of the Buildings Engineer for Anne Arundel County and approved by such office.

(b) As, if and when said property arrives at the points of completion hereinafter named, said Trustee shall pay the said Mortgagor the sum of $ 4695.15 , being the net proceeds of said Mortgage, in the following amounts:

(1) When foundation has been completed, the sum of $ 1000.00

(2) When said house is under roof, the sum of $ 2000.00

(3) When said house is plastered and roughed in, the sum of $ 1000.00

(4) Balance upon completion of house - $ 695.15

Total $4695.15

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

at the time of such payments, said Mortgagor shall furnish to said Mortgagee evidence of payments of all claims or liens against said property until such time covering the items for which payment is due at such times.

2. If said Mortgagor shall fail or refuse to complete said property in accordance with the terms hereof and within a reasonable time as determined by said Trustee, said Trustee shall have the right to have said house completed by others at the expense and risk of said Mortgagor, and to use the funds in the hands of such Trustee for such purpose, or, said Trustee in his discretion, in lieu of completing said property shall have the right to apply the unpaid funds on account of said Mortgage. Said Mortgagor shall be liable to said Mortgagee for any amount in excess of said Mortgage necessary to complete said house in accordance with said plans and specifications.

3. Said Trustee shall use his best judgment in the performance of his duties hereunder, but shall not be liable to any of the parties hereto except for wilful and deliberate default hereunder. Said Trustee shall have the right to retain out of the proceeds of said mortgage, as compensation for acting as Trustee hereunder, supervising said completion of said house and paying out the funds as they become due and payable, one and one half per cent (1½%) of the face of said mortgage.

AS WITNESS the hands and seals of said Mortgagor and said Trustee, and the corporate seal of said Mortgagee and the signature of J. David Lassahn, President of said body corporate.

TEST:

Audrey Fern Ward

Henry J. Clauss (SEAL)
Henry J. Clauss, Mortgagor

ATTEST:

Herbert F. Engelhardt,
Secretary

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INC.

By J. David Lassahn, President
Mortgagee

Audrey Fern Ward

J. Calvin Carney (SEAL)
J. Calvin Carney, Trustee

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

LIBER 83 PAGE 134

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

LIBER 555 PAGE 404

THIS MORTGAGE, Made this 28th day of January

in the year nineteen hundred and fifty between HENRY J. CLAUSS, Divorced,

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

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INC.,

of the second part

a body corporate, duly incorporated, Mortgagee:

WHEREAS, the said Mortgagor

being a member of said body corporate, has received therefrom an advance of Ten Thousand Dollars ($10,000.00) -

on One Hundred shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

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

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

(A) All those lots of ground known and designated as Lots Nos. 4, 6, 7, 8, 9, 10, 11, 12 and 13 on Plat of Sub-division of Clauss property, said Plat being recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod No. E-9, Plat No. 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.

(B) Beginning for the same thereof at a stone planted on the southeast side of Light Street Road, distant north thirty degrees forty-eight minutes east two hundred and forty-five feet six inches from the end of the first line of the land conveyed by the Curtiss Creek Mining Furnace and Manufacturing Company to Jacob Werel by Deed dated September 1, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 45, folio 322, etc., and running thence along the southeast side of Light Street Road south thirty degrees forty-eight minutes west fifty feet; thence south fifty-nine degrees thirty-seven minutes east one hundred and

Filed 24 Jan. 1951

BELAIR EXHIBIT NO. 19

ninety-three feet seven inches to the northwest side of Drum Point Avenue; thence along the northwest side of Drum Point Avenue north thirty degrees twenty-three minutes east fifty feet, and thence north fifty-nine degrees thirty-seven minutes west one hundred and ninety-three feet three inches to the place of beginning. Containing twenty-two one-hundredths of an acre of ground more or less.

Being the same lot of ground described in a Deed from Marion Wasielewsk and Margaret Wasielewski, his wife, to Henry J. Clauss, dated November 19th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 509, folio 251.

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.

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

TO HAVE AND TO HOLD the said **lots of ground**

with the improvements and appurtenances aforesaid, unto **the said Mortgagee,**

its successors and assigns, **forever in fee simple.**

PROVIDED, that if the said mortgagor **, his** 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 **Mortgagor,**

for **himself, his** 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 dents per share per week,**

as dues until the said sum of **Ten Thousand Dollars ($10,000.00)** shall be repaid; and also to pay weekly, at the time and place specified by the mortgagee, the sum of **twelve cents per share per week,** as interest until the sum of **One Hundred** 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 **him** by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all

LIBER 83 PAGE 136

LIBER 555 PAGE 406

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 to pay weekly to the said mortgagee, its successors and assigns, the sum of Three Dollars 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 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 Ten Thousand Dollars ($10,000.00) shall be repaid.

AND it is agreed that until default be made in the premises, the said mortgagor , his 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 J. Calvin Carney, its attorney or agent , at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a counsel fee of Two Hundred Fifty ($250.00) 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, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagor for himself, his heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said mortgagor for himself, his 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 ceases 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 said Mortgagor.

TEST:

Elizabeth McC West
Elizabeth McC. West.

Henry J. Clauss (SEAL)
Henry J. Clauss

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 26th day of January in the year nineteen hundred and fifty before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Henry J. Clauss,

the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his act. At the same time also appeared J. David Lassahn, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth, and further, that he is the President and Agent of said body corporate and is duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal. Elizabeth McC. West

Elizabeth McC. West -Notary Public.

Recorded January 30th. 1950 at 9:30 A.M.

MORTGAGE

FROM .....

TO .....

BLOCK NO.....

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

Cost of Record, $.....

The Daily Record Company, Baltimore, Md.

LIBER 83 PAGE 138

MORTGAGE

FROM

HENRY J. CLAUSS, divorced,

TO

BELAIR ROAD BUILDING AND
LOAN ASSOCIATION, INC.

Received for Record 30 Day
of January at 9-30 o'clock A.M.
and the same day recorded in Liber
H.H. No. 555 Fol. 404 Land
Records of Anne Arundel County.
John W. Hopkins Clerk.

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

FILED $5.50

THE DAILY RECORD CO., BALTIMORE 2, MD.

BUILDING ASSOCIATION MORTGAGE—CITY OR COUNTY—WITH CLAUSE—4: BOOK 573 PAGE 571

Part Purchase Money Mortgage

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.

1950

WHEREAS, the said Mortgagor

being a member of the said body corporate

has received therefrom an advance of Eight thousand Five Hundred ($8500.00) Dollars

on Eighty-five (85) 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 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 the said Mortgagee

and its successors and assigns, all those lots

pieces or parcels of ground situate and lying in the Fifth Election District of Anne Arundel County, State of Maryland

and described as follows: BEGINNING for the same at an original concrete monument at the beginning of the whole tract hereinafter mentioned and running from thence and with part of the first line of said whole tract corrected for variation for the year 1936 north thirty-one degrees fifty-three minutes east four hundred seventeen and ninety-two one-hundredths feet to another concrete monument heretofore set, thence leaving the outlines and running through the said whole tract for a new division line south fifty-eight degrees seven minutes east eight hundred sixty-six and fifteen one-hundredths feet to another concrete monument now set on the northwest side of a twenty foot road and to intersect the south thirty-three degree, twenty-eight minute west twenty-two hundred twelve foot line of the said mentioned whole tract, thence with said line as also corrected for variation and along the said northwest side of the twenty foot road south thirty-four degrees fifty minutes west four hundred eighteen and forty-two one-hundredths feet to the end of said last mentioned line where there has heretofore been set another concrete monument, thence with the closing line of the said whole tract also corrected for variation as aforesaid North fifty-eight degrees seven minutes west eight hundred forty-four and sixty-two one-hundredths feet to the place of beginning. Containing 8.207 acres of land, according to a survey and plat by J. Revell Carr, June, 1950

BELAIR EXHIBIT NO. 20
Filed 24 Jan. 1951

Being the same lot of ground described in a Deed from The Brooklyn Home Realty Company, a body corporate, to the within Mortgagor, bearing even date herewith and recorded or intended to be recorded among the Land Records of Baltimore City immediately prior hereto.

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.

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining. ; including all heating, oil burner, plumbing and electrical apparatus equipment and fixtures 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, covenants 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 eighty-five shares of stock as dues, until the combined payment of dues shall amount to One hundred Dollars for each of said eighty-five 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, or other hazard required by said mortgagee 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 One Hundred 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

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.

Notary Public
J. Calvin Carney

Recorded-17th-July-1950-at-10:40-A.M.

(3)

LIBER 83 PAGE 142

MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING AND
LOAN ASSOCIATION, INC.

Received for Record 17 Day
of July 1950 10 [illegible]
[illegible]
J. H. [illegible] 579 [illegible] 57 [illegible]
Records of Anne Arundel [illegible]
John H. Hopkins 2 [illegible]

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

FILED [illegible] 5.00

THE DAILY RECORD CO., BALTIMORE 3, MD.

LIBER 83 PAGE 143

MORTGAGE FEE—COUNTY—84.

LIBER 526 PAGE 579

Purchase money mortgage

This Mortgage, Made this 15th day of June

in the year nineteen hundred and forty-nine, between Henry A. Mack and Anita V. Foster,

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Henry J. Clauss, of said County and State,

Mortgagee, of the second part.

WHEREAS, said Mortgagors are justly indebted unto said Mortgagee in the full and just sum of Twenty-three Thousand Dollars ($23,000.00), being balance of the purchase price of the hereinafter firstly described property and the contents thereof, which sum said Mortgagors have agreed to repay to said Mortgagee, with interest at six per cent (6%), payable quarterly, as follows: Nine Thousand Dollars ($9000.00) on account of the principal of said indebtedness within ninety (90) days from the date of this Mortgage, andupon such payment being made and before default therein, said Mortgagors shall be entitled to a partial release of the hereinafter secondly described property from the operation and effect of this Mortgage; the balance of Fourteen Thousand Dollars ($14,000.00) shall be paid in full within five years from the date hereof, with the further provision that in the meantime, said Mortgagors shall pay unto said Mortgagee the sum of Five Hundred Dollars ($500.00) every six months on account of the principal of this Mortgage beginning six months from the date hereof, interest to abate on sums so paid from the date of such prepayment, and in the event of a partial release, as aforesaid, interest shall be paid on the sums so paid at the time of such partial release; and

WHEREAS, to secure the prompt payment of principal and interest as aforesaid, and the performance of the other covenants and conditions herein contained, these presents are executed.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, his heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County aforesaid, and described as follows:

All of that lot or parcel of ground shown as Lot No. 1 on a Plat entitled "Sub-Division of Clauss Property", filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E9, Plat No. 6, which plat was prepared in September, 1946, by Thomas W. Shives, Registered Engineer and Surveyor, saving and exception therefrom that portion of said Lot No. 1 described as follows:

Beginning for the same at a point on the southwest side of a ten-foot right of way running along the northeast boundary of the whole tract at a point south fifty-seven degrees fifty-five minutes east two hundred seventy feet from the southeast side of the Governor Ritchie Highway, as laid out one hun dred fifty feet wide; and running thence with the division line between Lot No. 1 and Lot No. 2 as shown on a Plat entitled"Sub-Division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E9, Plat No. 6, south thirty-two degrees five minutes west fifty feet; thence leaving the said division line and running through Lot No. 1 north fifty-seven degrees fifty-five minutes west thirty feet; thence continuing through Lot No. 1 north thirty-two degrees five minutes east fifty feet to the southwest side of the aforementioned ten-foot right of way; thence running with the said right of way south fifty-seven degrees fifty-five minutes east thirty feet to the point

Filed 24 January 1951
BELAIR EXHIBIT NO. 21

of beginning.

Being the same lot of ground described in a Deed from Henry J. Clauss to Henry A. Mack and Anita V. Foster, as joint tenants, bearing even date herewith, and recorded or intended to be recorded among the Land Records of Baltimore City immediately prior hereto.

Said property being subject to a prior mortgage from Henry A. Mack and Anita V. Foster to the Belair Road Building and Loan Association, Inc., bearing even date herewith, and recorded or intended to be recorded among said Land Records immediately prior hereto in the sum of Fourteen Thousand Dollars ($14,000.00)

All that piece or parcel of ground situate lying and being in Glen Burnie in the Fifth Election District of Anne Arundel County, Maryland, and known as Lot Number 6 of Block No. 36 as laid out on Amended Plat No. 3 of Glen Burnie, recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 57, filed with the Deed from the Curtis Creek Mining, Furnace and Manufacturing Company to George G. Carey, dated January 6th, 1927, and recorded among said Land Records in Liber F.S.R. No. 8, folio 16, which said lot is more particularly described as follows:

Beginning for the same on the southwest side ofThird Avenue, south aslaid out on said Plat eighty feet wide at the distance of two hundred fifty feet northwesterly from a stone planted at the intersection of the southwest side of Third Avenue south and the northwest side of "A" Street, which point of beginning is at the beginning of the land conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company to Jacob F. McMullen by Deed dated October 14th, 1926 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 36, folio 324; and running thence along the southwest side of Third Avenue south northwesterly fifty feet to the end of the first line of the land conveyed by The Curtis Creek Mining, Furnace and Manufacturing Company to Gladys G. Ringgold and husband by Deed dated June 29th, 1927 and recorded among the Land Records aforesaid; thence bounding on the second line of said last mentioned lot parallel to "B" Street southwesterly one hundred fifty feet to the northeast side of the alley south as laid down on Plat twenty feet wide; thence along the northeast side of said alley with the use and benefit thereof in common with others southeasterly fifty feet to the beginning of the fourth line of the land conveyed as aforesaid to Jacob F. McMullen and wife; and thence with said fourth line northeasterly one hundred fifty feet to the place of beginning. The improvements thereon being known as No. 111 S. Third Avenue. (Containing .17 of an acre of land more or less)

Being the same lot of ground described in a Deed from Charles A. Geoghegan and Evelyn D. Geoghegan, his wife, to Henry A. Mack and Anita V. Foster, as joint tenants, dated May 29th, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 307, folio 288.

Said secondly described lot being subject to the following mortgages:

(1) Henry A. Mack and Anita V. Foster to The Glen Burnie Savings and Loan Association of Anne Arundel County, dated May 11th, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 307, folio 290, in the sum of Thirty-eight Hundred Dollars ($3800.00);

(2) Henry A. Mack and Anita V. Foster to The Glen Burnie Savings and Loan Association of Anne Arundel County, dated July 22nd, 1946, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 372, folio 70, in the sum of Two Thousand Dollars ($2000.00).

Default in said prior mortgages on the properties herein firstly and secondly described shall constitute a default in this mortgage.

And also all the equipment, furnishings, chattels and personal property of every kind, nature and description contained in and about the premises on the lot herein firstly described, including all tables, chairs, shuffleboard, refrigerator, bar, stove, etc.

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

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water,privileges, appurtenances and advantages thereto belonging, or in anywise appertaining, including all heating, oil burner, plumbing and electrical apparatus, equipment and fixtures therein contained.

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, his heirs and assigns, forever in fee simple.

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-three Thousand Dollars ($23,000.00) and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs, personal representatives or assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said h ereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said

LAW OFFICES
CALVIN CARNEY
3 E. LEXINGTON ST
BALTIMORE 2, MD.

~~and interest thereon~~ Mortgagors,
for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Henry J. Clauss, Mortgagee,

J. Calvin Canney, his personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Three Hundred 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 claims of the said Mortgagee, his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or J. Calvin Carney their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire or other hazard required by Mortgagee to inure to the benefit of the said Mortgagee, his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagors.

TEST:

Elizabeth M. Rohrs

Henry A. Mack (SEAL)
Henry A. Mack

(SEAL)

Anita V. Foster (SEAL)
Anita V. Foster

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE [redacted] TO WIT:

I Hereby Certify, that on this 15th day of June in the year nineteen hundred and forty-nine before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry A. Mack and Anita V. Foster, the Mortgagor s named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Henry J. Clauss, Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

As Witness my hand and Notarial Seal.

Elizabeth M. Rohrs, Notary Public

Recorded- 22nd Jne, 1949, at 2 P.M.

Baltimore, Maryland
June 15th, 1949

For Value Received, I hereby assign the within mortgage to Belair Road Building and Loan Association, Inc.,

As Witness my hand and seal.

Test: Elizabeth M. Rohrs — Henry J. Clauss (Seal)

Elizabeth M. Rohrs

Henry J. Clauss

Recorded 22nd June, 1949, at 2 P.M.

MORTGAGE

FROM

TO

BLOCK NO

Received for Record ____, 19__ at ____ o'clock ____ M. Same day recorded in Liber ____ No. ____ Folio ____ &c., one of the Land Records of ____ examined per ____, Clerk.

Cost of Record, $ ____

The Daily Record Company, Baltimore, Md.

LIBER 83 PAGE 148

MORTGAGE

from

HENRY A. MACK and
ANITA V. FOSTER

to

HENRY J. CLAUSS

Received for Record 22nd Day
of June 1949 at 2 o'clock P.M.
and the same day recorded in Liber
J.H.H., No. 526 Fol. 529 Land
Records of Anne Arundel County.

John E. 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.

LIBER 83 PAGE 149

SHORT ASSIGNMENT

OF MORTGAGE

FROM

HENRY J. CLAUSS

TO

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INC.

~~XXXXXX~~ Land and Chattel

Received for Record June 22 1949,

at 2 *o'clock* P. *M. Some day*

Recorded in Liber ~~XXXXXX~~ *No.* 526

Folio 583 *etc., one of the* Anne Arundel Co.

Records of ~~XXXXXXXXX~~ *and examined.*

Per

[signature]

Clerk.

[illegible]

LIBER 83 PAGE 150

No. 10,154 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, J. Calvin Carney and John Demyan, Jr., of Anne Arundel County, State of Maryland, as Principals, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland or its certain attorneys, in the sum of FIFTY THOUSAND ($50,000.00) DOLLARS, for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally and our respective heirs, executors and administrators, firmly by these presents.

SIGNED, sealed and dated this 23rd day of January, 1951.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, by an ORDER of the Circuit Court for Anne Arundel County, in Equity, dated January 22, 1951, in a cause entitled "Belair Road Building & Loan Association, etal vs. Henry J. Clauss, No. 10,154 Equity, it was among other things ordered, that the above bounden J. Calvin Carney and John Demyan, Jr., be appointed Receiver's, to take charge and possession of the real and personal property, goods, wares, merchandise, books, papers and effects of or belonging to Henry J. Clauss and th hold the same subject to further order of this Court and to well and truly perform the trust reposed in them.

NOW, THEREFORE, THE ABOVE OBLIGATION IS SUCH, That if the above bounden, J. Calvin Carney and John Demyan, Jr., shall truly and faithfully perform the trust reposed in them by this Order or any future Orders or Decrees in the premises, then the above obligation to be void, otherwise to remain in full force and virtue in law.

Witness:

Ada Sinsky
ADA SINSKY

Amelia H. Tubman
Amelia H. Tubman

Eleanor G. Owings
~~Virginia Merrill~~
Eleanor G. Owings

J. Calvin Carney (SEAL)

John Demyan, Jr. (SEAL)

GLOBE INDEMNITY COMPANY, A body corporate

BY: John H. Hopkins, IV, Attorney-in-fact

Approved this 23 January, 1951
John H. Hopkins, 3rd, Clerk.

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LIBER 83 PAGE 151

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Filed 8 May 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1951

We hereby certify, that the annexed Order of Publication Eq. # 10,154 John Le Grange vs. Henry J. Clauss

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 February, 1951. The first insertion being made the 25th day of January, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

No. MG 3613

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LIBER 83 PAGE 152

JOHN DeGRANGE, et al	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	*	IN EQUITY
	*	No. 10,154

* * * * *

DECREE PRO CONFESSO

The Defendant, Henry J. Clauss, having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of said Order,

It is thereupon, this 8th day of May, in the year Nineteen Hundred and Fifty-one, by the Circuit Court for Anne Arundel County, in Equity, in the above entitled matter, ADJUDGED, ORDERED and DECREED that the complainants are entitled to relief in the premises, and that the Bill of Complaint, be and is hereby taken pro confesso against said Defendant, Henry J. Clauss; but because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED and ORDERED that testimony be taken in open court ~~to~~ or before an Examiner to support the allegations of the Bill of Complaint.

Benjamin Michaelson
Judge

Filed 8 May, 1951.

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

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DeGRANGE LUMBER COMPANY ET AL * IN THE

CIRCUIT COURT FOR

VS. ANNE ARUNDEL COUNTY

* IN EQUITY

HENRY J. CLAUSS No. 10,154.

*

Notice to Creditors

*****

Ordered by the Court, this 8th day of May, 1951, that John Demyan, Jr. and J. Calvin Carney, Receivers in the above cause named, give notice to all persons having claims against HENRY J. CLAUSS to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County, in Equity, on or before the 16th day of June, 1951, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County, once a week for three successive weeks, before the 9th day of June 1951.

Benjamin Michaelson
Judge -

TRUE COPY TEST:

Filed 8 May, 1951.

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

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JOHN DeGRANGE and F. WARD DeGRANGE,	:	
Co-Partners, trading as DeGRANGE	:	IN
LUMBER COMPANY and	:	
BELAIR ROAD BUILDING AND LOAN ASSO.,	:	THE CIRCUIT COURT
INC.	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	:	10,154 Equity.
	:	

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

TRANSCRIPT OF RECORD

Filed 11 May, 1951

May 11, 1951

Before Honorable Benjamin Michaelson, Associate Judge.

Present:

Mr. J. Calvin Carney,)
Mr. Louis M. Strauss) Solicitors for Plaintiffs
Mr. Page)

Mr. John H. Hopkins, 3rd., Clerk.
Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Edward J. Dyas, pages 1, 2
Albert Clauss, pages 2, 3, 4
William Clauss, pages 4, 5
J. Calvin Carney, pages 5 to 12, incl.

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Edward J. Dyas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Carney)

1. State your name and address.

A. Edward J. Dyas, Linthicum Heights, Maryland.

2. Are you related to Henry J. Clauss?

A. Brother-in-law.

3. Did you have charge of his books up until a short time before he left Anne Arundel County?

A. I won't say I had charge of his books; I didn't have charge of any books; I did some work for him, such as figuring costs of construction.

4. Is Mr. Clauss a resident, at this time, of Anne Arundel County?

A. Not to my knowledge.

5. Tell us, when did he leave?

A. The last I saw of him was in the early part of December, around the 5th or the 8th, somewhere around there.

6. Will you please tell briefly to the Court the circumstances under which he left?

A. The first that was known of his having left was when his brother, William Clauss, received some letters from him saying that he was going away.

7. Have you produced here today several letters and notes that are addressed to William Clauss and which were mailed to him by Henry J. Clauss?

A. Yes.

8. Will you please produce those notes--you have them in your hand I see?

A. Yes.

9. Are they in the handwriting of Henry J. Clauss?

A. It looks like it to me. They are not very long.

10. Would you mind reading them to the Court, please?

A. One says: WWilliam Clauss, Bill go to see Ward DeGrange at Lumber Co. He will help you with money and finish up houses. Keep on Bilding Houses But Sub con. them to Joe or Elmore. I have sign nots and Bill Heads and paper if you nead them fill them out." Signed, Henry J. Clauss. "Do not say anything to no one till see Edward Dyes or Dick or Geore. All this

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will cost you about 17000,00 Dollars. See Bros at Drive in. Tell him Lot 5067 for 8000,00." (MARKED PLAINTIFF'S EXHIBIT 2)

That's one of them; the other says: "William Clauss, I think for you and Edward Dyes to take it. Keep paper till he dies." Henry J. Clauss. "I left things so you can tair any part off. Go to see Mr. Sacks in Glen Burnie. I will never see you again. I am the Black Sheap in The Family. I did not throw eney money away. It cost to much to loan money from Mr. J. Calvert Carney. Eney one in the Famley can all that I owen. But all Bill must be paid and have the Right to sing all papers and treat all my customers right. I will Bee about at Low figers after debts all. Bill 25000,00. I have 200.00 Dollars in my pocket." Henry J. Clauss. (MARKED PLAINTIFF'S EXHIBIT 1) That's all.

11. When were these notes received?

A. Shortly after he disappeared, a day or two.

12. Have you heard of him being in Anne Arundel County or any part of the State of Maryland since then?

A. No.

13. Have you received any communications since then?

A. No.

14. Do you know of anyone who has received communications from him?

A. No sir.

(WE OFFER THESE TWO MEMOS IN EVIDENCE AND ASK THAT THEY BE MARKED EXHIBITS ONE AND TWO)

****

Albert Clauss, a witness of lawful age,being first duly sworn, deposes and says:

(Mr. Carney)

1. For the purpose of the record, will you please state your full name and address?

A. Albert S. Clauss, 104 Baltimore-Annapolis Boulevard, Glen Burnie.

2. Are you related to Henry J. Clauss?

A. Brother.

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3. Is Henry J. Clauss now a resident of Anne Arundel County, State of Md.?

A. Not to my knowledge.

4. Is he a resident of any part of the State of Maryland?

A. Not that I know of.

5. Will you please tell us when he left the State of Maryland and the circumstances of his removal?

A. Well, the first I knew, he was gone, was a little before Christmas; I don't know the exact date; it was on a Friday that I first found it out; I think he left on a Thursday or Wednesday; I went to my brother's store I said to my niece, I said, "Where is Bill?" She said, "Don't you know?" "He's up the stationhouse talking to Mr. Preston, Henny disappeared". Then I waited until Bill come back and he said that Henny had disappeared. The next day he got a letter from him from Pittsburgh.

6. By Bill, you mean your brother, William Clauss?

A. Yes.

7. Is he here today?

A. Yes.

8. Did you see your brother shortly before he left town?

A. Two or three days before he left town I saw him, yes.

9. Have you seen him since right around before Christmas?

A. No.

10. Have you heard from him?

A. No.

11. Are you familiar with these notes Mr. Dyas, your brother-in-law, introduced in evidence?

A. No, I am not familiar with them.

12. Do you recognize them as being in your brother's handwriting?

A. That's his handwriting all right.

13. I think you said your brother William reported him as being missing before that to the police?

A. I don't know whether he reported it to the police or not. When my niece told me my brother Henny was missing they had gone up to the Ferndale Police Station. I don't know whether they reported up there or not.

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I kind of imagine that they did though.

****

William Clauss, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Carney)

1. For the purpose of the record, will you please state your full name and address?

A. William O. Clauss, 602 Crain Highway, Glen Burnie.

2. Are you related to Henry J. Clauss?

A. Yes sir, brother.

3. Is your brother, Henry J. Clauss, now a resident of Anne Arundel County or any part of the State of Maryland?

A. No sir.

4. When was the last time you saw him?

A. About the 12th of December.

5. Will you please state briefly to the Court the facts and circumstances surrounding his disappearance?

A. Well, he left on the 13th of December. I had several letters from him since. I also was talking to him on the telephone Sunday night from Los Angeles, California.

6. When he left, did he leave any notes?

A. He mailed two notes.

7. Mr. Dyas has several notes here, will you please look at those notes, and advise me whether they are the ones which you received from your brother after he left?

A. Yes.

8. Are they in Henry J. Clauss' handwriting?

A. Yes.

9. After he left, when was the first time you heard from him?

A. The first time I heard from him was on a Saturday, he left on the 13th; on the 15th I had three letters mailed from Baltimore; then about ten days

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later, I had three or four letters mailed from Pittsburgh, Pa.; then later on, I had several letters from him, and then the recent ones come from California.

10. Did he mail you back the key to his truck or parking ticket?

A. He mailed me back the parking ticket, the key was in the truck.

11. Where did that come from?

A. That come from Pittsburgh, Pa.

12. You say you talked with him recently on the long distance telephone?

A. Yes.

13. Did you call him?

A. No, he called me.

14. What did he say at that time about not coming back?

A. All he said was he thinks he would come back for a vacation around the 15th of May for about ten days.

15. Has he been back in the State of Maryland since last December?

A. Not to my knowledge.

16. What was his purpose in calling you on Sunday night?

A. He just wanted to find out how everybody was, etc.

COURT: DID HE ASK YOU WHAT HAD HAPPENED TO HIS PROPERTY?
NO,
ANSWER:/ NOTHING ABOUT THE PROPERTY WHATSOEVER.

****

J. Calvin Carney, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Page)

1. State your name and address.

A. J. Calvin Carney, 3 East Lexington Street, Baltimore, Md.

2. You are an attorney-at-law?

A. I am.

3. You have been practicing how many years?

A. Since 1918.

4. Are you one of the persons who filed the bill of complaint in this case, that you represent one of the plaintiffs?

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A. I do.

5. Which one?

A. The Belair Road Building and Loan Association, Incorporated.

6. You were appointed one of the receivers in the case and duly qualified?

A. I was appointed and I have qualified.

7. You filed since that time with your co-receiver, John Demyan, Jr., a report showing the condition of the assets as far as you knew them?

A. The receivers have filed such a report.

8. You have represented the Belair Road Building and Loan Association, Inc., which I will refer to as Belair, for a long period of time, have you not?

A. I have been its attorney and one of its directors since it was incorporated in 1926.

9. Did you know Henry J. Clauss?

A. I did.

10. Did you have any transaction with Mr. Clauss?

A. I had a number of transactions with Henry J. Clauss.

11. What was the nature of those transactions--real estate mortgages?

A. I have handled various legal matters for Henry J. Clauss, including assisting him in financing real estate construction--real estate mortgages.

12. Did you have occasion to negotiate for Henry J. Clauss in behalf of the Belair Building and Loan Association mortgages on houses in Anne Arundel County on property belonging to Mr. Clauss?

A. I did, and also on property belonging to other persons for whom he had contracted to construct houses. The mortgages which were made by Clauss or by such other persons are fully set out in detail in Paragraph 3 of the bill of complaint. Mr. Clauss, of course, was engaged in the construction business.

13. Was the purpose of these mortgages to enable him to raise funds in order to construct improvements on various properties in the mortgages?

A. It was.

14. As a condition to the execution of these mortgages, were other instruments executed in the nature of construction trusts?

A. Filed with the bill of complaint are the original mortgages, and substituted with permission of the Court, photostats in lieu thereof. There has also been filed with the bill of complaint, the original trust agreements under which the money was paid and disbursed. With permission of the Court, we substituted photostatic copies of those original trust agreements. Both the mortgages and trust agreements are in the file in this case . I would like to offer all of the exhibits which are attached to the bill of complaint in the case and ask the Court to consider the photostatic copies which have been substituted with the permission of the Court as evidence in the case.

COURT: THEY WILL BE SO ADMITTED.

15. As a result of the mortgage transactions with Mr. Clauss, who was appointed trustee?

A. I was appointed trustee as appears by the trust agreements.

16. In the case of each construction trust?

A. That's correct.

17. Under the construction trust agreements there is a provision which requires the advance of money to the builder, that is to say, Henry J. Clauss, as the work progresses, provided that the mortgagor in each case should furnish to the mortgagee evidence of claims or liens against the property covering the items for which payment is due at such times.

17. Did Mr. Clauss, from time to time, make representations to you with regard to the properties at times when he was seeking advances of funds from you?

A. Mr. Clauss, from time to time, with respect to each of the construction mortgages, set forth in Paragraph 3 of the bill of complaint, made requests to me for payment in accordance with a schedule set forth in the trust agreements and represented to me at such times that the houses had reached that stage of completion and the bills were paid. He has received the full amount of the trustee money in each dase with exception of these two instances; as to Lot 8, Section 1, Marie Avenue, the trustee still has in hand the sum of $16. ; as to ½ of Lot Two, Section , the trustee still has in hand the sum of $497.95.

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18. Since you were appointed trustee, you have made a careful inspection of the properties which are covered by these mortgages?

A. I have.

19. The state of completion in each case?

A. I have, and in addition to that I have had inspections and extimates made by Mr. Elmore, foreman for Mr. Clauss, and I have received from him estimates of the cost of completion, and I have asked for bids from some other contractors as to costs of completion of the houses. We have submitted bids by Martin A. Sinsky of Baltimore and Messrs. Shuman and Rice of Glen Burnie.

20. As a result of these examinations and inspections and reports, are you able to say whether or not Mr. Clauss' representations with regard to the construction of the properties, were true or false?

A. They were not true.

21. In what respect?

A. With respect to Account No. 3391, Lot No. 10, Marie Avenue, that house is substantially completed, but as shown by our report, there are open liens against the property, in addition to the mortgage.

22. Is the report which you have filed in this case, an accurate representation of the facts as you have found them?

A. So far as we have been able to ascertain, except the report does not show, because at that time we did not have the accurate figures of the costs of completion of these various houses. To give you some idea of the state of construction, I would like to briefly read the figures which have been submitted by at least one of the builders. This is on the property on Fort Smallwood Road, these are Sinskey's estimates, the cost of completing that house will be $4287.50. That is one of the properties where Clauss has gotten all the money. There is a substantial lien against the property; the principal lien being held by the DeGrange Lumber Company; as to the Clark Property on Lot No. 7, Section 1, Marie Avenue, the cost of completing that house is $3087.00 and there are substantial liens against that property, including the lien of DeGrange Lumber Company. As to the so-called Harris Property, Lot No. 1, Section

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2, Marie Avenue, the cost of completing that house is $3350.00 and substantial liens against that property. The property known as one half Lot No. 2 and Lot No. 3, Marie Avenue, the cost of completing that house, $7226.00; the Branigan property, Lot No. 4, Section 2, Marie Avenue, the cost of completion, $6412.00. On the Wingate Property, Georgia Avenue, Baltimore Highlands, the cost of completing that house will be several hundred dollars. The Morris Property, Meadow Road, the cost of completion of that will be somewhere in between $500 and $1000 depending upon how much is done. They are claiming certain things to complete the contract. We contend they were not in it. It will run at least $500 or more. Each one of these cases, in addition to the cost of completion, have substantial liens outstanding, the largest ones being held by DeGrange Lumber Company as set forth in the bill of complaint and also the report of the receivers.

23. At the time when Mr. Clauss, from time to time, obtained an advance from you on these construction mortgages, did he make any representations with regard to the payment of all bills for material and labor up to the current bills which were up to the current stage of construction as represented by him?

A. I had dealt with Henry Clauss for sometime on a very satisfactory basis and I always thought maybe he was a little careless but I always thought he was decent and honest. He told me that bills were paid and promised to produce the receipts. We had a number of transactions where deals were put through. At the time of the putting through of the deals, he did produce releases of mechanics' liens and everything had been paid. I was very much upset and disappointed when I found out he left leaving all these bills unpaid because he resprented to me he was currently paying all the bills out of money I furnished.

24. In other words, you accepted his comments and representations as true and were deceived by them?

A. I was deceived and the Building Association was damaged.

25. I believe also, since you have been appointed receiver, you have discovered that some of the claimants for materialmen allege that the liens came ahead

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of the first mortgage because the construction was started before the first mortgage was actually placed on record. Were any representations made to you with regard to that situation when Mr. Clauss was applying for these loans?

A. I am not sure about that. In the beginning with Clauss, we were always very careful to see that no construction was started before the mortgage was made. But beginning in the early part of the summer of 1950 when there was talk of the Korean situation and freezing of all building, Clauss did get a group of permits and did start construction. I am afraid in some of those cases, construction was started before the mortgage was actually put on record. I filed the bill of complaint in behalf of the Belair Building and Loan Association and the DeGrange Lumber company. I believe it was stipulated at the time of filing of the bill that the matter of the priority of liens between Belair and DeGrange would be left open for final consideration at some later period in this case. I think that DeGrange interests and ours are so closely related, the proper thing to do is what we did do, file this bill to preserve our rights and all of the rest of the rights and the priority should be determined by this Court, if the parties themselves cannot negotiate such priorities.

26. You said that a substantial number of mechanics' liens claimed have been apparently filed in the exhibits in these proceedings and you have made reference to those exhibits?

A. The bill of complaint recites the mechanics' liens claims of DeGrange Lumber Company and the report of the receivers filed in this proceedings contains a list of the additional mechanics' liens filed by other persons. Those liens are not in such large number or amount and I should say roughly that in addition to DeGrange's liens which run approximately $26,000.00, according to the claims they have filed, the additional liens will run between $4000.00 and $5000.00.

27. You stated that you had examined these houses and found a good deal of construction work remaining to be done; have you come to any conclusion with regard to the general advisability in these cases of completing the construction work?

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A. I think, Mr. Page, each situation must be considered separately. Since these mortgages were made and the houses were undertaken to be built, labor costs and material costs have gone up. I think each particular situation should be considered by the receivers and with the advice of counsel should be submitted to the Court for guidance. I believe in a number of cases, it would be advantageous to the estate to complete the houses and have the contracts go on through; in other cases, I think we should seriously consider whether they are enforceable contracts against the receivers and in those cases where the costs of construction completion is so great, whether we shouldn't endeavor to have those contracts determined unenforceable and deposits returned. In endeavoring to finish building these houses, we might get an enhanced or increased price in order to cover our increased costs.

28. In other words, you contemplate, after the Court has acted upon the present motion, making an individual report with regard to each property to permit the Court to pass upon the advisability of following recommendations to be made in that report of the receivers, is that correct?

A. We intend to do that which we believe will be best for the estate.

29. There are some unimproved properties?

A. There are a number of mortgages on which no payments have been made, since last December when Clauss left. I will mention those mortgages. Account No. 3391, Lot 10, Marie Avenue, Account No. 3304, Lot 8, Marie Avenue, Account No. 3415, Lot 1, Section 2, Marie Avenue, Account No. 3428, Eva Clark, Lot 7, Section 2, Marie Avenue, Henry J. Clauss, Lot 4, Section 2, Marie Avenue, Account No. 3445, Henry J. Clauss, ½ of Lot 2, ½ of Lot 3, Section 2, Marie Avenue. All these mortgages are in default and subject to foreclosure. With the permission of the Board of the Belair Building and Loan, in order to conserve the estate, we are not interested in excepting one case by taking action by way of foreclosure. We believe the way to do the best for Belair and also for the rest of

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the creditors, is to have the individual properties administered, so that the maximum can be obtained therefrom. In addition to that as set forth in Paragraph 5 of the bill of complaint, there are two mortgages held by Belair: Account 3315, unimproved property, covering a number of properties in the amount of $10,000.00; it has since been reduced to $1200.00; a lot on the West side of the Ritchie Bouldevard, opposite Marie Avenue, that mortgage is also in default, no payments have been made on that mortgage since December. The Association also have a mortgage, Account No. 3392, from Clauss in the sum of $8500.00 covering Section 2, Marie Avenue, containing 8.207 acres; some lots have been released from that, the balance is approximately $5600.00 due on those remaining 32 lots in that tract. It is expected there will be substantial equities in all those unimproved lots. In addition to that, the estate has a small lot down here that was acquired from Munson. The estate also has a second mortgage on the Mack house and restaurant and tavern, Marie Avenue and Ritchie Boulevard. The balance due is about $15,000.00, the first mortgage is being paid on, the second mortgage will have some substantial value. I talked to my co-receiver and we appraised the property at approximately $10,000.

30. The purpose of your present motion and this proceeding is, of course, for the receivers to take the benefit of all equities which can be found, to which Defendant Clauss is entitled, for the purpose of conservation and payment of existing claims and creditors?

A. Unless some such action is taken, these houses are going to be sacrificed by foreclosure sales and sales of mechanic's liens. I think it would definitely be a deficit in any event. How much, will be determined by the speed and care and the intelligence with which the estate is administered. I think if it is properly handled as Mr. Demyan, Mr. Strauss and I have talked about, the loss can be minimized and a substantial amount saved for everybody.

****

Cost of Record
K.H.McC. $12.00
Pd.

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William Clauss
I think for you and Edward Dyes
to take it Keep Paper till Le Dies

✓ Henry J Clauss
I left Sing so you can tair aney Part off

go to see mr Sacks
in Glen Burnie

I will never see you agane
I am the Black Sheep in The Famley
I did not throw Eney money a way
It Cost to Much to Loan money from
mr J Calvert Carney

Filed 11 May, 1951

Eney one in the Famley can all
That I owen But all Bill must be Paid
and have the Right to Sing all ~~Bill~~
Papers and treat all my customers Right

I will Bee about at Low Figers
after cleters all Bill 25000,00

I have 200,00 Dollars in my Pocket

Henry J Clauss

Pl. Exhibit 1
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William Claass

Bill go to see Ward DeGrange
at Lumber co Hewitt Help you
With money and finish up Housen

Keep on Bilding Housing But Sub con.
then to Joe or Elmore.

Filed 11 May, 1951

I have Sing nots and Bill Heads
and Paper if you nead then fill ther
out

Henry J Claass

Do not Say Eney thin to no one
till See Edward Dyes or Dick or Geore

all this Will cost you
ab 17000,00 Dallars
See Bros at Drive in
Sell Him Lot 5067 for 8000,00

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Pl. Exhibit 2

JOHN DE GRANGE ET AL	*	IN THE
VS.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * *

Decree Pro Confesso having been entered in the above case and pursuant to Order of Court, testimony having been taken in open court to substantiate the allegations of the Bill of Complaint, and counsel for Plaintiffs having been heard and the entire matter considered,

It is thereupon, this 11th day of May, 1951, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, ADJUDGED, ORDERED AND DECREED as follows:

1. That the Plaintiffs are entitled to the relief sought.

2. That the Decree or Order of this Court dated January 22, 1951 be and the same is hereby approved, ratified and confirmed.

3. That this Court hereby assumes jurisdiction over the Estate, properties and assets of the Defendant, HenryJ. Clauss.

4. That this Court will decree sale or sales of such assets of the Defendant, Henry J. Clauss as may seem necessary and appropriate in the premises, upon proper application by the Receivers in each particular case.

5. That this Court will authorize and direct the completion of construction contracts and sale of real estate heretofore made by the Defendant, Henry J. Clauss, and take such other appropriate action as may be necessary or desirable, upon proper application of the Receivers in each particular case.

Benjamin Michaelson
Judge

Filed 11 May, 1951.

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J. CALVIN CARNEY, JR.
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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ORDER

Upon the foregoing petition and affidavit of the Receivers and the consents thereto appended, it is, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, this 30th day of 1951, ORDERED, ADJUDGED AND DECREED as follows:

1. That, in order to obtain the funds necessary to enable them to perform the said contract, the Receivers are hereby authorized to borrow the sum of $7600.00 less $497.95 in the hands of the Trustee or net amount of $7102.05, against receivership certificates, to be known as Series "A" certificates, which shall be payable on or before six months from date thereof, with interest at the rate of 6% per annum until paid.

2. That the said receivership certificates shall be issued upon the following terms and conditions:

(a) The moneys so borrowed shall be held by the Receivers separate and apart from the receivership funds, to be used for the sole purpose of improving property situate in Anne Arundel County, State of Maryland, known as one-half of lot No. 2 and one-half of lot No. 3, Section 2, Marie Avenue, as shown on the plat of a subdivision of the Clauss property, Glen Burnie, Maryland, prepared by Thomas W. Shives, Registered Engineer, dated August, 1950 and recorded in the Plat Records of Anne Arundel County on September 28, 1950; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness upon said Series "A" certificates.

(b) The indebtedness secured by the said Series "A" certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the receivership, except insofar as the Court

Filed 30 July, 1951

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may, in each case, grant a preference to a particular series with regard to the property (or the proceeds from the sale of property) improved by that series; and except as hereinafter provided by paragraph "(d)".

(c) That the said Receivers are hereby authorized to employ said Martin A. Sinsky to complete the dwelling on one-half of lot No. 2 and one-half of lot No. 3, Section 2, Marie Avenue, for the sum of $7501.00 on the terms set forth in said Agreement.

(d) In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtedness upon receivership certificates of other series.

3. That the Receivers in this proceeding are hereby authorized to enter into the Agreement attached to this Petition and the said Agreement is hereby ratified and approved.

Benjamin Michaelson
Judge

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LIBER 83 PAGE 172

JOHN DeGRANGE, et al. *
*
vs. *
*
HENRY J. CLAUSS *
*
*
* * * * *

IN THE
CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity
No. 10154

PETITION OF RECEIVERS and Court Order thereon
RE: ONE-HALF OF LOT NO. 2 AND ONE-HALF OF LOT NO. 3
SECTION 2, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully represents:

1. Your petitioners have duly qualified and filed official bond in accordance with the order of this Honorable Court dated January 22, 1951.

2. As alleged in the bill of complaint, Defendant Clauss was, prior to the appointment of the Receivers, engaged in the construction business. He absconded from the State, leaving incomplete a large amount of construction work, including construction on lots subject to mortgage which are more fully described in paragraph "3" of the bill of complaint filed in these proceedings. Your petitioners have made a careful examination of said properties and have the following report with regard to one-half of lot No. 2 and one-half of lot No. 3, Section 2, Marie Avenue, being the lots more particularly described in paragraph "3" of the bill of complaint as Account No. 3445.

3. That said lots are subject to a mortgage executed by Henry J. Clauss to the Belair Road Building and Loan Association, Incorporated dated November 21, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 600, folio 487, the balance due on which, including interest, is

Filed 30 July, 1951

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approximately $8200.00.

4. That at the time of the execution of the aforesaid mortgage the said Clauss entered into construction contract providing for the distribution of funds derived from said mortgage upon presentation of evidence that the contracts had progressed to stages of completion more fully described in said trust agreement and upon presentation of evidence that all material-man's bills had been currently paid with regard to the construction. Photostatic copies of the aforementioned mortgage and trust agreement are attached to the original bill of complaint. Your petitioners were informed that there was substantial work to be done on the aforesaid contract and thereupon, in order to complete their information, they requested a report from Elton Elmore, who had served as foreman for the said Henry J. Clauss; and, as a result of this information submitted by him and other examinations and inspections by your petitioners, they have determined that the following work remains to be done on said property:

Lay concrete and walks where necessary
Install hardwood flooring throughout except in kitchen and bath
Gutter and spouting
Tile bathroom, linoleum on floor
Plaster walls throughout
Complete insullation of house
Complete trim work throughout house
Kitchen units to be installed
Asphalt tile on kitchen floor
Complete heating plant
Complete plumbing
Complete electric wiring for house
Install windows
Stucco outside
Complete cellar entrance way
Roof to be finished
Grading top soil and seeding
Painting interior

House to be completed and ready for occupancy

5. That your petitioners have requested Schuman and Rice and Martin A. Sinsky, who are general contractors engaged in construction work and who are, in their opinion, properly

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qualified to furnish bids for the completion of the construction work upon said property and have received bids as follows: Schuman and Rice, $9757.00; Martin A. Sinsky, $7501.00.

6. In addition thereto, a mechanics lien is claimed by DeGrange Lumber Company, one of the Plaintiffs in this proceeding, in the amount of $1096.23.

7. As is stated in the bill of complaint in this case, Henry J. Clauss, the Defendant, has absconded and, as is apparent from the above facts, he has failed not only to perform his construction contract but has also defrauded the mortgagee upon the said mortgage by obtaining payments substantially larger than the amounts to which he was entitled under the construction trust agreement. That said Henry J. Clauss has withdrawn the entire proceeds of said mortgage, except the sum of $497.95 which remains in the hands of the construction Trustee. In addition, it is claimed by DeGrange Lumber Company that their alleged lien is entitled to priority over the mortgage on the ground that the construction work was started before the mortgage was recorded. It is thus apparent that, unless the contract is completed, large claims will result against the estate, with a consequent damage to the general estate and all general creditors.

8. The Receivers attach hereto a form of contract by which the Belair Road Building and Loan Association would agree to advance the funds necessary for the completion of the said construction work, upon the issue to it of receivership certificates payable on or before six months from date thereof, with interest at the rate of 6% per annum until paid; the said certificates to be known as Series "A" certificates and to be issued upon the following terms and conditions: (a copy marked of said Form of Certificate filed herewith Petitioners Exhibit "One")

(a) The moneys so borrowed shall be held by the Receivers separate and apart from the receivership funds, to be used for the sole purpose of improving property situate in

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Anne Arundel County, State of Maryland, known as one-half of lot No. 2 and one-half of lot No. 3, Section 2, Marie Avenue, as shown on the plat of the Clauss property, Section 2, Cabinet 3, Rod F-9, Plat 12; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness upon said Series "A" certificates.

(b) The indebtedness secured by the said Series certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the receivership, except insofar as the Court may, in each case, grant a preference to a particular series with regard to the property (or the proceeds from the sale of property) improved by that series; and except as hereinafter provided by paragraph "(c)".

(c) In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtedness upon receivership certificates of other series.

9. Your petitioners believe that it is to the best interests of the receivership estate that the said construction contract be completed in accordance with the terms of the said form of contract attached hereto.

TO THE END, THEREFORE, that this Honorable Court authorize your petitioners to enter into the attached contract and to issue receivership certificates in accordance with the terms thereof.

AND as in duty bound, etc.

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Louis H. Strauss

Charles Page
Solicitors

John Demyan, Jr.

J. Calvin Carney
Receivers

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of July 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR., Receiver-Petitioner named in the foregoing Petition, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman Notary Public

STATE OF MARYLAND, ~~CITY~~ COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 30th day of July 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY aforesaid, personally appeared J. CALVIN CARNEY, Receiver-Petitioner named in the foregoing Petition, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Phyllis J. Smith
PHYLLIS J. SMITH Notary Public

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AGREEMENT by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers of the property in the estate of Henry J. Clauss, in the Circuit Court for Anne Arundel County, in Equity, No. 10154, parties of the first part, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the second part, F. WARD DeGRANGE, surviving partner of John DeGrange and F. Ward DeGrange, trading as DeGrange Lumber Company, party of the third part, MARTIN A. SINSKY, party of the fourth part, and J. CALVIN CARNEY, Individually, party of the fifth part.

WHEREAS Henry J. Clauss (hereinafter sometimes referred to as "Clauss") is owner in fee of property situate in the Fifth Election District of Anne Arundel County, State of Maryland, and known as the southeasternmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3, as shown on the plat of a subdivision of the Clauss property, Section 2, Glen Burnie, Maryland, prepared by Thomas W. Shives, registered engineer, dated August, 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950. Clauss obtained a loan of $8,000.00 from Belair Road Building and Loan Association (hereinafter sometimes referred to as "Belair") and as security therefor executed a mortgage upon the said property dated November 21, 1950, in the said amount of $8,000.00, the proceeds of which were thereupon deposited under a construction trust agreement with J. Calvin Carney (hereinafter sometimes referred to as "Carney"), Trustee, for the purpose of making distribution of the said amount to Clauss as the construction progressed. Copies of the said mortgage and trust agreement are attached as exhibits to the original bill of complaint in these proceedings. Prior to the institution of the proceedings, Clauss disappeared, leaving the construction work upon the said house uncompleted, as follows:

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Lay concrete and walks where necessary
Install hardwood flooring throughout except in kitchen and bath
Gutter and spouting
Tile bathroom, linoleum on floor
Plaster walls throughout
Complete insullation of house
Complete trim work throughout house
Kitchen units to be installed
Asphalt tile on kitchen floor
Complete heating plant
Complete plumbing
Complete electric wiring for house
Install windows
Stucco outside
Complete cellar entrance way
Roof to be finished
Grading top soil and seeding
Painting interior

House to be completed and ready for occupancy

The DeGrange Lumber Company (hereinafter sometimes referred to as "DeGrange") has filed a claim for mechanics liens against the said property in the amount of $1,096.23. After the disappearance of Clauss, J. Calvin Carney and John Demyan (hereinafter sometimes collectively referred to as the "Receivers") in a proceeding in the Circuit Court for Anne Arundel County, entitled "John DeGrange, et al. vs. Henry J. Clauss" (Docket 14, folio 199), were appointed Receivers of the estate of the said Clauss. By an order in the said proceeding dated July 30th, 1951 1951, the said Court authorized the Receivers to enter into this contract, and, in order to enable them to obtain the funds necessary therefor, authorized them to borrow the sum of $7600.00 less $497.95 in the hands of the Trustee or net amount of $7102.05 against receivership certificates to be known as "Series A Certificates", which shall be payable on or before six months from the date thereof, with interest at the rate of 6% per annum until paid, and by paragraph "3" of the said order it is provided that the said receivership certificates shall be issued upon the following terms and conditions:

(a) The moneys so borrowed shall be held by the Receivers separate and apart from the receivership funds, to be used for the sole purpose of improving property situate in the

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Fifth Election District of Anne Arundel County, State of Maryland, and known as the southeasternmost one-half of Lot No. 2 and the northwesternmost one-half of Lot No. 3, as shown on the plat of subdivision of the Clauss property, Section 2, Glen Burnie, Maryland, prepared by Thomas W. Shives, registered engineer, dated August, 1950, and recorded among the Plat Records of Anne Arundel County on September 28, 1950; and any unexpended balance of the said funds shall be returned to the lender in reduction of the indebtedness upon said Series A certificates.

(b) The indebtedness secured by the said Series A certificates shall, along with other receivership certificates issued in this proceeding with regard to other properties, be a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over unsecured claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the receivership, except in so far as the Court may in each case grant a preference to a particular series with regard to the property (or the proceeds from the sale of property) improved by that series, and except as hereinafter provided by paragraph "(d)".

(c) Said Martin A. Sinsky, builder, party of the fourth part, shall forthwith complete the construction work on said property as follows, for the sum of $7501.00:

Lay concrete and walks where necessary
Install hardwood flooring throughout except in kitchen and bath
Gutter and apouting
Tile bathroom, linoleum on floor
Plaster walls throughout
Complete insullation of house
Kitchen units to be installed
Asphalt tile on kitchen floor
Complete heating plant
Complete plumbing
Complete electric wiring for house
Install windows
Stucco outside
Complete cellar entrance way

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Roof to be finished
Grading top soil and seeding
Painting interior

House to be completed and ready for occupancy

That the said work shall be done with all reasonable dispatch in a good and workmanlike manner and the house shall be completed and ready for occupancy, said receivers agree to advance to said Martin A. Sinsky as said work progresses, the amount which he may require from week to week for the purpose of meeting his payroll and the balance of said sum to be paid upon satisfactory completion thereof and upon production of satisfactory evidence of payment of all claims for work and material on said job. If said Martin A. Sinsky fails or refuses to complete said work as aforesaid or fails or refuses to complete said work with reasonable dispatch in the judgment of said receivers, said receivers, after five (5) days written notice to the said Martin A. Sinsky, shall have the right to complete the work at the expense and risk of said Martin A. Sinsky and charge against said Martin A. Sinsky any sums so expended.

(d) Upon the completion of the construction work remaining to be done as aforesaid, the Receivers shall as promptly as possible sell the property for the highest price obtainable by public sale, they having first given at least three (3) week' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, or at private sale at a sum not less than its appraised value, and as soon as may be convenient after such sale or sales, the said Receivers 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 the same; and upon obtaining the Court's ratification of the sale and the payment of the whole purchase money (and not before) the said

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Receivers 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 said property, free, clear and discharged from all liens and claims of the parties to this suit, complainants and defendants, and those claiming by, from or under them, or either of them. And the Receivers shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court as follows: After payment of the expenses of the sale, including commissions allowed by law, the money in the hands of the Receivers shall be distributed in the following manner, the payments being entitled to priority in the order stated: First, the payment of the existing mortgage and mechanics liens on said property in accordance with priorities to be established by the Court in this proceeding; second, the payment of Series A certificates; third, the pro rata reduction of all other outstanding indebtedness upon receivership certificates in other series; and finally, any amount remaining shall become part of the general funds of the receivership.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All parties submit themselves and the property herein described to the jurisdiction of the Circuit Court for Anne Arundel County and consent to the issue of the receivership certificates upon the terms mentioned in the order of this Court dated July 30th, 1951.

2. Immediately after the execution of this contract, Belair agrees to advance to the Receivers against Series A receivership certificates as provided in the foregoing order, the sum of $7600.00 less $497.95 in the hands of the Trustee or net amount of $7102.05; and the Receivers shall hold the said sum as a special fund and shall apply the same to the completion of the construction work hereinabove described.

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3. Said Receivers shall employ Martin A. Sinsky, builder, to complete the construction work upon the terms above set forth in the sum of $7501.00.

4. Upon completion of the construction work hereinabove described, the aforementioned property shall be sold by the Receivers in fee, free and clear of all liens, and the proceeds applied by the Receivers in accordance with the terms of the order of this Court dated July 30, 1951, under which the said Series A receivership certificates were issued.

5. DeGrange agrees to promptly file petitions in this proceeding to determine the validity and the amount of its claims against Clauss which are secured by mechanics liens against the aforementioned property. All parties reserve the right to contest the claim of DeGrange for mechanics liens on the said property and the claim of DeGrange for priority with respect to said mechanics liens as against the Belair mortgage, it being intended that the respective rights of Belair and DeGrange shall hereafter be determined in this proceeding.

6. As an inducement to DeGrange and Belair to enter into this contract, Carney agrees to purchase from DeGrange and Belair any claims against Clauss which are established, in the above mentioned proceeding, by them or either of them, to be liens against the said property, at a price equal to the amount of the said liens less the amount received by them respectively from the Receivers as a result of the sale of the property; and Carney shall thereupon be entitled to prove the said claims as general claims in the receivership proceedings.

7. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this agreement.

8. This agreement is entered into subject to the approval thereof by the Circuit Court for Anne Arundel County

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in Equity in the case of John DeGrange, et al vs. Henry J. Clauss, Case No. 10154. Unless this agreement is approved by said Court the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 28th day of July, in the year nineteen hundred and fifty-one.

John Demyan, Jr., Receiver (SEAL)

J. Calvin Carney, Receiver (SEAL)

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn

F. Ward DeGrange (SEAL)
(Surviving Partner of John DeGrange and F. Ward DeGrange, Trading As DeGrange Lumber Company)

Martin A. Sinsky (SEAL)

J. Calvin Carney (SEAL)

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Petitioners Exhibit "One"

LIBER 83 PAGE 184 Series A

RECEIVERSHIP CERTIFICATE

CLASS_____

WHEREAS, the Circuit Court for Anne Arundel County, in a proceeding entitled "John DeGrange, et al. vs. Henry J. Clauss (Equity Docket_____, Folio_____)", did, on the____day of _____, 1951, authorize the Receivers of the estate and assets of Henry J. Clauss to issue receivership certificates in an amount not exceeding $_____, which said certificates are to be secured and the proceeds held and applied in accordance with the terms and conditions of said order.

AND WHEREAS, the Receivers have received from the payee of this certificate the sum of $_____to be specially held and applied, as provided in said order, for the payment of improvements upon_____.

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged, the Receivers do hereby promise to pay unto Belair Road Building and Loan Association, Incorporated, its successors or assigns, on or before six months from the date hereof, the sum of $_____, with interest thereon at 6% per annum, payable upon maturity. This certificate shall be a charge upon the assets of the receivership as stated in the above mentioned order; but shall be binding against the Receivers only in their official capacity and shall not be collectible out of the individual estates of the Receivers.

WITNESS their hands and seals, this_____day of_____, 1951.

_____(SEAL)

_____(SEAL)

Receivers

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JOHN DE GRANGE ET AL	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * *

PETITION for authority to foreclose mortgage Re Lot 10 Marie Ave and order of Court thereon

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Belair Road Building and Loan Association, Incorporated, a body corporate of the State of Maryland and Blanchard D. Carney, Assignee, by Blanchard D. Carney, their Solicitor, respectfully represents:

1. That Belair Road Building and Loan Association, Incorporated is the holder of a 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 Seven Thousand Dollars ($7,000.00) covering Lot No. 10, Section 1, Marie Avenue, Anne Arundel County, State of Maryland, and improvements thereon, balance due on which as of May 15, 1951, is $6,888.98, and which Mortgage is now in default; said Mortgage has been assigned by said Belair Road Building and Loan Association, Incorporated to Blanchard D. Carney, its Associate Attorney for the purposes of foreclosure.

2. That Franklin Harold Bradford and Valerie Catherine Bradford, his wife are the present occupants of said property, under an alleged contract from Henry J. Clauss dated August 12, 1950, to purchase said property for the sum of $9,750.00, on which it is claimed a deposit of $750.00 was made on account, the balance to be paid in cash at the time of settlement, at which time within ninety days, it was understood that the pur-

Filed 30 July, 1951

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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
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chasers expected to secure a G. I. Loan to finance the balance of the purchase price.

3. That John Demyan, Jr. and J. Calvin Carney, Receivers herein, have repeatedly made request of said Franklin Harold Bradford and Valerie Catherine Bradford, his wife to complete the settlement, in accordance with the terms of the said alleged contract, but the said Franklin Harold Bradford and Valerie Catherine Bradford, his wife have failed and refused to do so.

4. That Franklin Harold Bradford and Valerie Catherine Bradford, his wife have occupied said property since November 8, 1950, and have made no payments whatsoever on account of said purchase price, except said alleged downpayment of $750.00, payment of which these Receivers dispute and request proof thereof, and that the payments on said Mortgage were made by Henry J. Clauss, according to information secured by your Receivers; that no payment has been made of any kind on said Mortgage since December 12, 1950.

5. That said property is completed.

6. That DeGrange Lumber Company claims a Mechanic's Lien against this property in the sum of $1,948.94, and William H. Ridge, Electrician claims the sum of $158.00 due for electrical work on said property, and Fred Weisman, trading as Weisman Contracting Company claims approximately $175.00 for excavating work, etc.

7. That said Belair Road Building and Loan Association, Incorporated and Blanchard D. Carney, Assignee, desire permission to foreclose said Mortgage and to sell said property in said foreclosure proceeding, free and clear of all claims and liens, the disposition of the proceeds of said sale to be determined by the Auditor's Account or otherwise, in said foreclosure proceedings.

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WHEREFORE, your Petitioners pray that this Court may pass an appropriate Order in the premises.

AND, as in duty bound, etc.

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

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

Blanchard D. Carney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~, personally appeared J. David Lassahn, President of Belair Road Building and Loan Association, Incorporated, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 28th day of July, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore ~~aforesaid~~, personally appeared Blanchard D. Carney, Assignee, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public

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ORDER

Upon the aforegoing Petition and Affidavits, and upon the appended Assent, it is this 30th day of July, 1951, by the Circuit Court for Anne Arundel County, In Equity, in the above entitled matter,

ORDERED, that Belair Road Building and Loan Association, Incorporated and Blanchard D. Carney, Assignee, be and they are hereby granted permission to institute foreclosure proceedings on 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 Seven Thous and Dollars ($7,000.00) which Mortgage was assigned to said Blanchard D. Carney for the purposes of foreclosure, covering Lot No. 10, Section 1, Marie Avenue and improvements thereon, as more fully and particularly described in said Mortgage, and to sell said property at public auction, pursuant to the powers as set forth in said Mortgage, free and clear of all liens and claims to the purchaser thereof, and disposition of the funds derived from said sale, including all priority with respect to the funds arising from said sale, shall be determined in these foreclosure proceedings by appropriate Orders and by the Auditor's Account therein.

Benjamin Michaelson
Judge.

WE, the undersigned, John Demyan, Jr. and J. Calvin Carney, Receivers herein and Louis M. Strauss and Charles G. Page, Counsel for said Receivers, hereby consent to the passage of the aforegoing Order, as in our opinion, said action is proper and in the best interests of the Receivership Estate.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

Filed 30 July, 1951.

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LIBER 83 PAGE 189

JOHN DeGRANGE, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	:	In Equity
	:	No. 10,154

-----oooOooo-----

PETITION OF RECEIVERS

RE: Lots Nos. 72, 73, 74 and 75, Baltimore Highlands

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully represents:

1. That your Petitioners have duly qualified and filed official bond in accordance with the order of this Honorable Court dated January 22, 1951.

2. That as alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of the Receivers, engaged in the construction business. He absconded from the State, leaving incomplete a large amount of construction work including construction of lots subject to mortgage which are more fully described in the bill of complaint in these proceedings. Your petitioners have made a carefully examination of said property and have the following to report with respect to Lots Nos. 72, 73, 74 and 75, Block C, Baltimore Highlands, more particularly described in Paragraph 3 of the bill of complaint as Account No. 3378.

3. That said lots are subject to a mortgage executed by William H. Wingate and Edna V. Wingate, his wife to Belair Road Building and Loan Association, Incorporated in the sum of $7000.00.

4. That your petitioners attach hereto Petitioners' Exhibit "1", a copy of a contract which they are informed William

Filed 2 Aug. 1951

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H. Wingate and Edna V. Wingate, his wife, entered into with the said Defendant Clauss, for the purpose of the construction of a dwelling on said lots, on which there is due the following amounts:

Contract price	$8700.00
Cash paid	500.00
Balance	$8200.00
Extra for finishing upstairs room	$ 490.00
Extra for finishing grading	40.00
	$8730.00
Allowance for painting done by Wingate	$ 250.00
Paid by Clauss on mortgage from Wingate to Belair Road Building and Loan Association, to be refunded by Wingate to Clauss	$ 424.64
	$8904.64
Less mortgage from Wingate to Belair Road Building and Loan Association, entire proceeds received by Clauss	$7000.00
Balance due by Wingate to Receivers of Clauss	$1904.64

At the time of the execution of the aforesaid mortgage by the said William H. Wingate and Edna V. Wingate, his wife, said William H. Wingate and Edna V. Wingate, his wife entered into a construction trust agreement providing for the distribution of funds derived from said mortgage to the said William H. Wingate and Edna V. Wingate, his wife or Henry J. Clauss, their Builder and Agent, upon presentation of evidence that the construction had progressed to stages of completion more fully described in said trust agreement and upon presentation of evidence that all materialmen's bills had been paid with respect to the construction. Photostatic copies of the aforementioned mortgage and trust agreement are attached to the bill of complaint filed in this case. Your petitioners were informed that there was substantial

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work remaining to be done under the aforesaid contract and thereupon, in order to complete their information, they requested a number of contractors, engaged in construction work, and who are in their opinion properly qualified to submit bids for the completion of the construction work as required by said contract and have received a bid from Martin A. Sinsky to complete the work required by said contract as follows:

Pointing up plaster throughout house

Grading, top soil and seeding

Back rails to be completed

Finishing cementing back steps and cellar way

Repair and install hardwood floors in living room including base boards

and have the same ready for occupancy for the sum of $300.00, and in addition, as said William H. Wingate and Edna V. Wingate, his wife, desire to secure a G. I. mortgage, it is necessary to lay cement sidewalks around the said property at a cost of $200.00 in order to secure said G. I. financing, which sum in addition to the above balance due, said Wingate have agreed to pay to the said receivers.

5. That in addition thereto, the following mechanics liens have been filed by the following persons against and with respect to said property:

DeGrange Lumber Company	$1856.40
William H. Berger & Sons	$ 625.00

6. That as stated in the bill of complaint in this case, Henry J. Clauss, Defendant has absconded and as is apparent from the above facts, has failed not only to perform his construction contract but has also defrauded the Mortgagee upon said Mortgage, he having received the entire proceeds of said Mortgage. In addition, it is claimed by DeGrange Lumber Company and by the other lien claimants that their alleged claims are

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entitled to priority over the mortgage on the grounds that the construction work was started before the mortgage was recorded. It is thus apparent that unless the contract is completed, large claims will result against the estate with a consequent damage to the estate and all general creditors.

7. The Receivers attach hereto a form of contract by which the Belair Road Building and Loan Association, Incorporated would agree to advance the funds necessary for the completion of said construction work, upon the issue to it of receivership certificates payable on or before six months from the date thereof with interest at the rate of 6% per annum, said certificates to be known as Series B Certificates and to be issued upon the following terms and conditions, a copy of said form of certificate is filed herewith as Petitioners Exhibit No. 2.

(a) The moneys so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of improving said property situated in Baltimore County, State of Maryland and known as Lots Nos. 72, 73, 74, and 75, Block C, as shown on the Plat of Baltimore Highlands, which Plat is recorded among the Lands Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness upon said Series B Certificates.

(b) The indebtedness secured by said Series B Certificates shall, along with the other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all assets of the receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the Receivership except insofar as the Court may in each case

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grant a preference to a particular series with respect to the property (or the proceeds from the sale of said property, or the collection of the balance due under said construction contract) being improved by that series; and except as hereinafter provided by paragraphs "(c)" and "(d)".

(c) That said Series B Certificates shall constitute a first charge upon payments hereafter received from the said William H. Wingate and Edna V. Wingate, his wife in accordance with the terms of the aforementioned contract, and such payment, when collected, shall be immediately applied toward the reduction of the indebtedness on said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtedness upon receivership certificates of other series.

(d) In the event that said William H. Wingate and Edna V. Wingate, his wife, shall default in making the payments required of them for completion of the contract between them and Clauss, and the Receivers, the Receivers shall sell the property herein described, in fee, free and clear of liens in a manner which the Court upon proper application shall direct, and after payment of the said expenses of said sale, including commissions as allowed by law, shall pay over the proceeds of said sale as follows, the payment being entitled to priority in the order stated: first, the payment of existing liens upon said property in accordance with the priority to be established by the Court in this proceeding; second, the payment of Series B Certificates; third, payment of any amount due the Receivers; and fourth, if any balance remains, the payment of the same to William H. Wingate and Edna V. Wingate, his wife.

8. That your Petitioners believe that it is to the best interest of the Receivership estate that said construction

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contract be completed as hereinbefore set forth.

TO THE END THEREFORE:

1. That this Honorable Court authorize your Petitioners to enter into the attached contract and to issue Receivership Certificates in accordance with the terms thereof.

And as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney

Louis M. Strauss

Charles G. Page

Counsel for said Receivers

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STATE OF MARYLAND:

ANNE ARUNDEL COUNTY: to wit:-

I HEREBY CERTIFY, that on this 11th day of ~~May~~ July 1951, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared JOHN DEMYAN, JR. 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.

Amelia H. Tubman
Amelia H. Tubman Notary Public

STATE OF MARYLAND:

CITY OF BALTIMORE: to wit:-

I HEREBY CERTIFY, that on this 1st day of August 1951, before me the subscriber, a Notary Public of the State of Maryland, Baltimore ~~City aforesaid~~ COUNTY, personally appeared J. CALVIN CARNEY, 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.

Phyllis J. Smith
Notary Public

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AGREEMENT by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers of the property of Henry J. Clauss, under appointment by the Circuit Court for Anne Arundel County, In Equity, in Case No. 10,154 of John DeGrange et al vs. Henry J. Clauss, parties of the first part; WILLIAM H. WINGATE and EDNA V. WINGATE, his wife, parties of the second part; BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part; F. WARD DeGRANGE, surviving partner of John DeGrange and F. Ward DeGrange, trading as DeGrange Lumber Company, party of the fourth part; WILLIAM H. BERGER & SONS, party of the fifth part; MARTIN A. SINSKY, party of the sixth part, and; J. CALVIN CARNEY, individually, party of the seventh part.

WHEREAS, William H. Wingate and Edna V. Wingate, his wife, (hereinafter sometimes referred to as Wingate) are the owners of fee simple property situated in Baltimore County, State of Maryland, known as Lots Nos. 72, 73, 74, and 75, Block C, on the Plat of Baltimore Highlands, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379. The said Wingate entered into a contract with Henry J. Clauss, (hereinafter sometimes referred to as Clauss) to erect a dwelling upon said lots, at and for a total price of $8904.64, including extras supplied by said Clauss prior to the institution of these proceedings, upon which there is a balance due by Wingate upon the completion of said building of $1904.64, computed as follows:

Contract price	$8700.00
Cash paid	$ 500.00
Balance	$8200.00
Extra for finishing upstairs room	$ 490.00
Extra for finishing grading	$ 40.00
	$8730.00

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Allowance for painting done by Wingate	$ 250.00
Paid by Clauss on mortgage from Wingate to Belair Road Building and Loan Association, to be refunded by Wingate to Clauss	$ 424.64
	$8904.64
Less mortgage from Wingate to Belair Road Building and Loan Association, entire proceeds received by Clauss	$7000.00
Balance due by Wingate to Receivers of Clauss	$1904.64

Therefore, in order to enable said Clauss to perform said contract Clauss procured a loan of $7000.00 from Belair Road Building and Loan Association, (hereinafter sometimes referred to as Belair) and as security therefor, Wingate executed a mortgage dated July 14, 1950 in the sum of $7000.00 upon the said lots, the proceeds of which were thereupon deposited under a construction trust agreement with J. Calvin Carney, (hereinafter sometimes referred to as Carney) Trustee, for the purpose of making distributions of the said amount to Clauss as the construction progressed. Copies of the said mortgage and trust agreement are attached as exhibits to the original bill of complaint in these proceedings. Prior to the institution of these proceedings, Clauss disappeared, leaving the construction work under the said contract unperformed as follows:

Pointing up plaster throughout house

Grading, top soil and seeding

Back rails to be completed

Finishing cementing back steps and cellar way

Repair and install hardwood floors in living,room, including base boards

That said receivers have received an estimate from Martin A. Sinsky, Builder to finish said work for the sum of $300.00; that said Wingate contemplates securing a G. I. loan on said property when the same is completed and that the Veterans' Administration

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requires that in addition to completion of the above work, the cement sidewalks be laid which will cost an additional $200.00 and which your receivers believe should be completed in order to secure the balance due under the contract and to arrange for the Veterans' Administration financing by way of mortgage, and which additional sum of $200.00, the Wingates have agreed to pay to the Receivers in addition to the sum of $1904.64 under said contract. The DeGrange Lumber Company, (hereinafter sometimes referred to as DeGrange), has filed a claim for mechanics lien against the said property in the amount of $1856.40; that William H. Berger & Sons have filed claim for mechanics lien against said property in the sum of $625.00. After the disappearance of said Clauss, John Demyan, Jr. and J. Calvin Carney, (hereinafter sometimes collectively referred to as the Receivers), in said proceedings in the Circuit Court for Anne Arundel County were appointed Receivers of the property and estate of the said Clauss. By an order in the said proceedings dated ., 1951, the said court has authorized the Receivers to enter into this contract and in order to enable them to obtain the funds necessary therefor, has authorized them to borrow the sum of $600.00 against Receivership certificates to be known as Series B Certificates, which shall be payable on or before six months from the date thereof, with interest at the rate of 6% per annum until paid; and by paragraph "3" of the said Order, it is provided that the said Series B certificates shall be issued upon the following terms and conditions.

(a) The money so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of improving said property situated in Baltimore County, State of Maryland and known as Lots Nos. 72, 73, 74, and 75, Block C, as shown on the Plat of Baltimore Highlands, which Plat is recorded among the Land Records of

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Baltimore County in Plat Book J.W.S. No. 2, folio 379; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness upon said Series B Certificates.

(b) The indebtedness secured by the said Series B Certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the Receivership except insofar as the Court may in each case grant a preference to a particular series with regard to the property (or the proceeds from the sale of said property or the re-financing thereof) being improved by that series; and except as hereinafter provided by paragraphs "(c)" and "(e)".

(c) The said Series B Certificates shall constitute a first charge upon payments hereafter received from Wingate in accordance with the terms of the aforementioned contract, and such payments when received shall be immediately applied toward the reduction of the indebtedness on said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtedness upon receivership certificates of other series.

(d) Said Martin A. Sinsky, Builder, party of the sixth part, shall forthwith complete the construction of said property as follows for the sum of $500.00.

Pointing up plaster throughout house

Grading, top soil and seeding

Back rails to be completed

Finishing cementing back steps and cellar way

Repair and install hardwood floors in living room including base boards

Sidewalks

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That said work shall be done with all reasonable dispatch and a good and workmanlike manner and the house shall be completed and ready for occupancy. Said Receivers agree to advance to said Martin A. Sinsky as said work progresses the amounts which he may require from week to week for the purpose of meeting his payroll, and the balance of said sum shall be paid upon satisfactory completion thereof and upon production of satisfactory evidence of the payment of all claims for work and material on said job. If said Martin A. Sinsky fails or refuses to complete said work as aforesaid or fails or refuses to complete said work with reasonable dispatch in the judgment of said Receivers, said Receivers, after five days written notice to said Martin A. Sinsky, shall have the right to complete the work at the expense and risk of said Martin A. Sinsky and charge against said Martin A. Sinsky any sums so expended.

(e) In the event that Wingate shall default in making the payments required of them for completion of the contract between them and Clauss, and with said Receivers, the Receivers shall sell the property herein described, in fee, free and clear of liens in a manner which the Court upon proper application shall direct and after payment of expenses of said sale, including commissions as required by law, shall pay over the proceeds of the sale as follows; the payment being entitled to priority in the order named: first, the payment of existing liens upon said property in accordance with the priority to be established by the Court in this proceeding; second, the payment of Series B Certificates; third, the payment of any damages incurred by the Receivers because of Wingate's default; and fourth, if any balance remains, the payment of the same to Wingate.

NOW, THEREFORE, in consideration of the premises the parties hereto agree as follows:

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BLANCHARD D. CARNEY
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1. All the parties hereto submit themselves and the property herein described to the jurisdiction of the Circuit Court of Anne Arundel County in said case, and consent to the issue of the Receivership certificates upon the terms mentioned in the order of this Court dated , 1951.

2. Immediately after the execution of the Contract Belair agrees to advance to the Receivers against Series B receivership certificates, issued as provided by the aforegoing order, the sum of $600.00 and the Receivers shall hold said sum as a special fund and shall apply the same to the completion of the contract for construction between Clauss and Wingate heretofore described and the completion of the additional item required by the Veterans' Administration.

3. Upon completion of the construction work above described Wingate agree to pay to the Receivers the sum of $2104.64, which Wingate agrees is the balance payable by them upon completion of said construction contract with said Clauss and said Receivers as aforesaid and the said sum shall be applied by the Receivers in accordance with the terms of the order authorizing the issue of said Series B Certificates.

4. DeGrange and William H. Berger & Sons, and each of them agrees to promptly file petitions in said receivership proceedings to determine the validity and the amount of their respective claims against Clauss which are secured by mechanics liens against the aforementioned property. All parties reserve the right to contest the claim of DeGrange and William H. Berger & Sons, and each of them for priority with respect to said mechanics liens as against the Belair mortgage, it being intended that the rights of Belair, DeGrange and William H. Berger & Sons to the said proceeds available for payment of their claims as herein provided shall be hereafter determined in this proceeding.

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5. Carney agrees with Wingate that upon payment by them to the Receivers of the said balance due on account of Wingate's contract with Clauss and Receivers, Carney will protect and indemnify Wingate against mechanics liens established by DeGrange and William H. Berger & Sons, upon the aforementioned property it being intended that upon making the said payment Wingate shall hold the said property, free and clear of all liens except the aforesaid first mortgage from said Wingate to Belair which mortgage and the unpaid balance due thereon, said Wingate agree to pay with interest thereon; for the said purpose, Carney agrees to purchase from DeGrange and William H. Berger & Sons, and said DeGrange and William H. Berger & Sons, agree to sell to Carney any claim against Clauss which is established by DeGrange and William H. Berger & Sons, or any of them, to be liens against the said property (as provided in the preceeding paragraph) at a price equal to the amount of said liens less the amount, if any, received by said DeGrange and William H. Berger & Sons from the Receivers on account of the said payment by Wingate; and said Carney shall thereupon be entitled to prove the said claims as a general claim in the receivership proceedings. Carney's obligations in this paragraph are expressly conditional upon payment by Wingate to the Receivers of the amount due under this agreement.

6. If Wingate shall fail to perform their contract for payment of said sum, the Receivers shall upon completion, sell the aforementioned property in fee, free and clear of all liens in the manner which the Court upon proper application shall direct; and shall pay over the proceeds in accordance with the terms of the order of , 1951.
under which said Series B certificates were issued.

7. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this agreement.

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8. In consideration of the payment and performance as herein provided, said Wingate hereby fully and finally releases and discharges said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof, and Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, Individually, of and from any, all and every claim, action and demand which said Wingate may have or might or could hereafter have against said Receivers and Belair Road Building and Loan Association and J. Calvin Carney, individually, in any manner whatsoever arising out of or in any manner connected with the construction of said property known as Lots Nos. 72, 73, 74, and 75, Block C, on the Plat of Baltimore Highlands, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379, and the mortgage thereon arising prior to the date of these presents.

9. This agreement is entered into subject to the approval thereof by the Circuit Court of Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss Case No. 10,154. Unless this agreement is approved by said Court, the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 1st day of August in the year nineteen hundred and fifty-one.

Amelia H. Tubman

Amelia H. Tubman

John Demyan, Jr. (SEAL)

J. Calvin Carney (SEAL)

Receivers

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

William H Wingate (SEAL)
William H. Wingate

Edna V Wingate (SEAL)
Edna V. Wingate

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY J. David Lassahn
J. David Lassahn, President

F. Ward DeGrange (SEAL)
F. Ward DeGrange
Surviving partner of John DeGrange and F. Ward DeGrange, trading as DeGrange Lumber Company

WILLIAM H. BERGER & SONS

BY Elmer Wm Berger (SEAL) Partner

Martin A Sinsky (SEAL)
Martin A. Sinsky

J. Calvin Carney (SEAL)
J. Calvin Carney
Individually

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

Petitioners' Exhibit No. 1

GLEN BURNIE 189

HENRY CLAUSS

CONTRACTOR AND BUILDER

GLEN BURNIE, MD.

BUILDING CONTRACT

AGREEMENT made this 23rd. day of May, 1950 by and between Henry Clauss of Glen Burnie, Md. CONTRACTOR, and William H. and wife, Edna V., OWNER. Wingate.

WITNESSETH:

1. THAT the CONTRACTOR, in consideration of the payments to be made by the OWNER, hereby agrees to furnish all the materials and labor for Wingates own lot in Baltimore Highlands. to be erected on in City of State of according to plans and specifications hereto attached, in a good, substantial and workmanlike manner. All materials shall be subject to the inspection of the owner at all times and the CONTRACTOR upon notice shall remove and replace all defective and unfit material and work, whether complete or not at his own expense. Changes from original plans and specifications shall be agreed upon in writing by the parties hereto with the price to be paid therefor before work is begun on such changes. Unless so agreed upon, such changes will be made at the expense of the CONTRACTOR.

2. THE OWNER shall pay the CONTRACTOR for said building complete according to plans and specifications the sum of $ 9190.00 as follows:

$ 500.00 when basement walls are complete. When contractor is Sing
$ 600.00 when [redacted] basement complete walls
$ [illegible] when carpenter work outside ~~with rough heating and plumbing~~ is Done
[redacted] is complete and building plastered.
$ 2200.00 when building is complete according to plans and specifications.

The CONTRACTOR shall furnish the OWNER waivers of lien in writing as required from time to time. The CONTRACTOR shall also carry workman's compensation insurance as may be required by law.

3. THE CONTRACTOR shall complete said no building as herein required on or before , 1950, and if he shall fail to do so, he shall pay the OWNER by way of liquidated damages the sum of $ per day for each day the work remains incomplete, unless the cause of delay is beyond the CONTRACTOR'S control in which case the time for completion shall be extended the actual time of such delay.

4. IT IS HEREBY AGREED that any matter arising hereunder, which cannot be mutually agreed to between the CONTRACTOR and OWNER shall be settled by reference to two indifferent persons, one to be named by each of the parties, with power for such persons to appoint an umpire in case of their disagreement; and the award of said two persons or umpire shall be final and conclusive.

5. THE CONTRACTOR AND OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this agreement the day and year first above written.

Henry Clauss, Contractor.
William H Wingate, Owner.
Edna V. Wingate

Filed 2 Aug. 1951

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SPECIFICATIONS:

All excavati[illegible] and rough GRADING no topsoil [illegible]

Full size cellar excavating.

Footings: 24" x 10". 4" concrete cellar floor. 12" cement blocks to 1st. floor joists.

Plastered to grade line on outside with waterproof cement.

Pier footings 1'6" x 3'6".

One girder 6 x 10.

Balance outside house to be cinder blocks and stucco.

De Grange special winder frame which is called a weatherstrip window.

1st. floor joists 2 x 10 16" on center.

2nd. floor joists 2 x 10 [illegible] on center.

Roof rafters 2 x 6 16" on center.

All inside partitions 2 x 4 16" on center.

Entire inside house to be lathed and plastered.

Unfinished attic--ceiling of attic to be insulated.

Entire house except kitchen and bathroom to be hardwood oak flooring with sub-floor.

Bathroom to be stone tile, black and white.

Kitchen to be asphalt tile.

Roof to be asphalt shingles.

Galvanized iron rain spoutings, tin flashings.

All outside woodwork to have 3 coats oil paint. All inside natural finish, with 2 coats shellac, and 1 coat varnish.

Will allow $250.00 to do own painting inside and out.

Built in kitchen unit.

Brick steps in front of house, concrete steps in back.

1 chimney with 8½" x 8½" flue lining.

Allow 30 outlets for electric work and wiring for electric stove.

Plumbing, 1 double drainboard in kitchen, 1 recessed tub in bathroom, 1 commode, 1 lavatory. Laundry trays in cellar.

1 Electric hot water heater.

Forced hot air furnace--guaranteed 70' in zero weather.

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Petitioners' Exhibit No. 2

LIBER 83 PAGE 207

RECEIVERSHIP CERTIFICATE

CLASS B

WHEREAS, the Circuit Court for Anne Arundel County, in a proceeding entitled "John DeGrange, et al. vs. Henry J. Clauss (Equity Docket_____, Folio_____)", did, on the _____ day of _____, 1951, authorize the Receivers of the estate and assets of Henry J. Clauss to issue receivership certificates in an amount not exceeding $_____, which said certificates are to be secured and the proceeds held and applied in accordance with the terms and conditions of said order.

AND WHEREAS, the Receivers have received from the payee of this certificate the sum of $_____ to be specially held and applied, as provided in said order, for the payment of improvements upon _____.

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged, the Receivers do hereby promise to pay unto Belair Road Building and Loan Association, Incorporated, its successors or assigns, on or before six months from the date hereof, the sum of $_____, with interest thereon at 6% per annum, payable upon maturity. This certificate shall be a charge upon the assets of the receivership as stated in the above mentioned order; but shall be binding against the Receivers only in their official capacity and shall not be collectible out of the individual estates of the Receivers.

WITNESS their hands and seals, this _____ day of _____, 1951.

_____ (SEAL)

_____ (SEAL)

Receivers

Filed 2 Aug. 1951

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

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O R D E R

Upon the foregoing Petition, exhibit and affidavits and the consents thereto appended, it is by the Circuit Court For Anne ARundel County, this 2d day of Augt, 1951, ADJUDGED, ORDERED and DECREED as follows:

1. That in order to obtain the funds necessary to enable said Receivers to perform said Contract, said Receivers are hereby authorized to borrow from Belair Road Building and Loan Association, Incorporated, the sum of $600.00 against Receivership Certificates to be known as Series B Certificates, which shall be payable on or before six months from the date with interest at the rate of 6% per annum until paid.

2. That said Receivership Certificates shall be issued upon the following terms and conditions.

(a) The money so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of improving the property situated in Baltimore County, State of Maryland and known as Lots Nos. 72, 73, 74, and 75, Block C, as shown on the Plat of Baltimore Highlands, which Plat is recorded among the Lands Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness upon said Series B Certificates.

(b) The indebtedness secured by said Series B Certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all the asset of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the Receivership except insofar as the Court may in eachcase grant a preference to a particular series with respect to the

Filed 2 Aug., 1951

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property (or the proceeds from the sale of said property, or the collection of the balance due under said construction contract) being improved by that series; and except as herein provided by paragraphs "(c)" and"(d)".

(c) That said Series B Certificates shall constitute a first charge upon payments hereafter received from the said William H. Wingate and Edna V. Wingate, his wife, in accordance with the terms of the aforesaid contract, and such payment, when collected shall be immediately applied toward the reduction of the indebtedness on said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtedness upon receivership certificates of other series.

(d) In the event that said William H. Wingate and Edna V. Wingate, his wife, shall default in making payments required of them for completion of the contract between them and Clauss, and the Receivers, the Receivers shall sell the property herein described, in fee, and after payment of the expenses of said sale including commissions allowed by law, shall pay over the proceeds of said sale as follows, the payment being entitled to priority in the order stated: first, the payment of existing liens upon said property in accordance with the priority to be established by the Court in this proceeding; second, the payment of Series B Certificates; third, payment of any amount due the Receivers; and fourth, if any balance remains, the payment of the same to said William H. Wingate and Edna V. Wingate, his wife.

3. That said Receivers are hereby authorized to enter into said contract attached hereto, which provides for the borrowing of the sum of Six Hundred ($600.00) Dollars and completion of said contract and after the completion thereof shall report the same to this Court; and to employ Martin A. Sinsky to

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finish the construction of said property for the sum of $500.00 as provided in the attached agreement and said contract is hereby ratified and confirmed.

Benjamin Richardson

Judge

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JOHN DeGRANGE, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	:	In Equity
	:	No. 10,154

-----oooOooo-----

PETITION OF WILLIAM H. WINGATE AND EDNA V. WINGATE, HIS WIFE RE: Lots Nos. 72, 73, 74 and 75, Block C, Baltimore Highlands

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William H. Wingate and Edna V. Wingate, his wife, respectfully represents:

1. John Demyan, Jr. and J. Calvin Carney, Receivers in the above entitled case have filed or intend to file a Petition in these proceedings with exhibit thereto attached for leave to enter into a contract to complete the construction of dwelling on Lots Nos. 72, 73, 74 and 75, Block C, Baltimore Highlands, as shown on a Plat of Baltimore Highlands, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379, owned by said William H. Wingate and Edna V. Wingate, his wife, copy of said Petition and exhibit and a form of proposed Order to be signed by this Court, having been served upon your Petitioners.

2. That they have read the said Petition and exhibit; that they are the persons mentioned in the said Petition; that they admit the facts as therein set forth and consent to the relief as therein prayed and that they further consent to the entry of an order by this Honorable Court in the form attached to said Petition.

3. That they are advised that they should be made parties Defendant in this proceeding, but that no further answer by them to the pleadings in this case is required at the

Filed 2 Aug., 1951.

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present time.

TO THE END THEREFORE:

1. That this Honorable Court shall authorize and direct that your Petitioners be made parties Defendant in this case for the purpose of submitting your Petitioners to the jurisdiction of this Court; but that no further pleading be required of them at this time.

And as in duty bound, etc.

William H. Wingate
William H. Wingate

Edna V. Wingate
Edna V. Wingate
Petitioners

STATE OF MARYLAND:
: to wit:-
BALTIMORE COUNTY :

I HEREBY CERTIFY, that on this 28th day of ~~May~~ July 1951, before me the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County aforesaid, personally appeared William H. Wingate and Edna V. Wingate, his wife, Petitioners named in the foregoing Petition and who are known to the subscriber; and they did thereupon sign the said Petition and acknowledge the same to be their act and deed; and they did further make oath in manner and form provided by law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

As Witness My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public

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BLANCHARD D. CARNEY
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LIBER 83 PAGE 213

O R D E R

Upon the foregoing Petition and Affidavit, it is, by the Circuit Court for Anne Arundel County, this 2nd day of August, 1951, ORDERED that William H. Wingate and Edna V. Wingate, his wife, be and they are hereby made parties Defendant in these proceedings; and it is further ORDERED that the Petition shall be accepted as an Answer to the Petition of the Receivers concerning the completion of the construction of a dwelling on Lots Nos. 72, 73, 74 and 75, Block C, Baltimore Highlands, as shown on a Plat of Baltimore Highlands, which Plat is recorded among the Land Records of Baltimore County in Plat Book J.W.S. No. 2, folio 379, owned by William H. Wingate and Edna V. Wingate, his wife.

Benjamin Michaelson
Judge

Filed 2 Aug., 1951.

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BALTIMORE 2, MD.

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JOHN DE GRANGE, et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * *

PETITION OF RECEIVERS

RE: LOT NO. 4, SECTION 2, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully represents:

1. That your Petitioners have duly qualified and filed official bond, in accordance with the Order of this Honorable Court dated January 22, 1951.

2. As alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of Receivers, engaged in the construction business. He absconded from the State, leaving incomplete a large amount of construction work, including construction on lots subject to mortgage which are more fully described in Paragraph 3 of the Bill of Complaint filed in these proceedings. Your Petitioners have made a careful examination of said properties and have the following to report with respect to Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, State of Maryland, described in a Mortgage from Henry J. Clauss, Divorced to Belair Road Building and Loan Association, Incorporated dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 531, being the lot of ground described more particularly in Paragraph 3 of said Bill of Complaint as Account No. 3429.

Filed 2 Aug., 1951

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3. That said Clauss paid on account of said Mortgage on said property the sum of $239.16, before he absconded.

4. That your Petitioners attach hereto, marked "Petitioners' Exhibit A", a photostatic copy of a Contract dated August 11, 1950, which they are informed was entered into between the said Henry J. Clauss and Kenneth James Brannigan and Plaige Virginia Brannigan, his wife for the sale of house to be constructed on Lot No. 4, Section 2, Marie Avenue for the price of $10,560.00, on which there is due at this time the following sum:

Contract price	$10,560.00
Paid on account - by check dated September 16, 1950 (Deposit under Contract is $1560.00, which, however, includes in addition to cash deposit, an allowance for cleaning lot, painting and settlement fees, none of which have been paid by said purchasers.)	1,210.00
	$ 9,350.00
Refund payments made by Henry J. Clauss to Belair Road Building & Loan Assn.	239.16
Total amount due	$ 9,589.16

At the time of the execution of the aforesaid mortgage, the said Henry J. Clauss entered into a construction trust agreement providing for the distribution of funds derived from said mortgage, upon presentation of evidence that the construction had progressed to stages of completion more fully described in said trust agreement and upon presentation of evidence that all materialmen's bills had been currently paid with regard to the construction. Your Petitioners were informed that there was substantial work to be done under the aforesaid contract, that thereupon in order to complete their information, they requested a report from Mr. Elton Elmore, who had served as foreman for said Henry J. Clauss, and as a result of informa-

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tion submitted by him and other examinations and inspections by your Petitioners, they have determined that the following work remains to be done under said contract, and the following is the work which should be done to complete said property:

Lay concrete and walks where necessary
Asphalt tile on two kitchen floors, first and second floor
Complete plumbing for two apartments
Heating system for two apartments
Electrical wiring for two apartments
Tile bath downstairs, linoleum for floor
Plastered bath upstairs, linoleum for floor
Insulation
Plastering throughout house
Complete trim work
Roof - asphalt shingle
Stucco outside
Cellar entrance way
Grading, top soil and seeding
Hardwood floors completed throughout except in kitchens and baths
Gutter and spouting
Kitchen units
Painting interior

5. That your Petitioners have requested Schuman and Rice and Martin A. Sinsky, who are general contractors, engaged in construction work, and who are in their opinion properly qualified to submit bids for the completion of the construction work as required by said contract, and have received bids as follows:

Schuman and Rice	$10,181.05
Martin A. Sinsky	6,687.00

6. In addition thereto, the following Mechanics' Liens have been filed against the said property by the following persons in the following amounts:

DeGrange Lumber Company	$ 1,414.37
William H. Berger & Sons	150.00

7. That said Kenneth James Brannigan and Plaige Virginia Brannigan, his wife have offered to surrender and release all of their rights in the aforementioned contract dated August 11, 1950, upon repayment to them of the sum of $1,210.00.

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BALTIMORE 2, MD.

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As is stated in the Bill of Complaint in this case, Henry J. Clauss, Defendant has absconded and as is apparent from the above facts, he has failed not only to perform his construction contract, but has also defrauded the mortgagee upon said Mortgage by obtaining payments substantially larger than the amount to which he was entitled under the construction trust agreement, as said Clauss obtained the entire balance deposited under said construction trust. In addition it is claimed by DeGrange Lumber Company that their alleged claim for Mechanic's Lien is entitled to priority over the mortgage on the grounds that the construction work was started before the mortgage was recorded. That because of the increase in value when completed, your Receivers believe it would be to the interest and advantage of this Estate that said deposit of $1210.00 be refunded, as your Receivers believe that this property, which is a duplex property, upon completion can be sold for in excess of the sum of $10,560.00. It is thus apparent that it is desirable that said deposit be refunded and construction of said property be completed in order to conserve the Estate.

8. That the Receivers attach hereto a form of Contract by which Belair Road Building and Loan Association, Incorporated would agree to advance the funds necessary for the refund of said deposit of $1210.00 and for the completion of said construction work upon the issue to it of receivership certificates payable on or before six months from date thereof, with interest at the rate of six percent per annum until paid, the said Certificates to be known as Series C Certificates and to be issued upon the following terms and conditions: **a copy of said form of certificate is filed herewith as Petitioners' Exhibit No. 3.**

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purposes of securing a surrender and release of all rights of said Kenneth James Brannigan and Plaige Virginia Brannigan, his wife under aforesaid Contract dated August 11, 1950, for the sum of $1210.00, and improving said property on Lot No. 4, Section 2, Marie Avenue, and any unexpended balance of

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said funds shall be returned to the lender in reduction of the indebtedness of said Series C Certificates.

(b) The indebtedness secured by said Series C Certificates shall, along with other receivership certificates of other series issued in these proceedings, constitute a charge, subject to existing liens, upon all of the assets of the receivership and entitled to priority over claims against Clauss proved in these proceedings; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the receivership, except insofar as the Court may, in each case, grant a preference to a particular series with regard to the property (or the proceeds from the sale of said property) improved by that series.

9. That your Petitioners believe that it is to the best interest of the receivership estate that the construction of said property be completed and that the Receivers effect a release of the existing contract from Kenneth James Brannigan and Plaige Virginia Brannigan, his wife, upon refund to them of the deposit of $1,210.00, and otherwise in accordance with the terms as set forth herein.

TO THE END THEREFORE:

1. That this Honorable Court authorize your Petitioners to enter into the attached contract and issue receivership certificates, in accordance with the terms hereof.

AND, As in Duty Bound, Etc.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

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J. CALVIN CARNEY, JR.
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BALTIMORE 2, MD.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of July 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR. 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public Amelia H. Tubman

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

I HEREBY CERTIFY, That on this 1st day of August 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared J. CALVIN CARNEY, 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Arnold
Notary Public

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BALTIMORE 2, MD.

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AGREEMENT, by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, No. 10154, parties of the first part, KENNETH JAMES BRANNIGAN and PLAIGE VIRGINIA BRANNIGAN, his wife parties of the second part, BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part, F. WARD DE GRANGE, Surviving partner of John De Grange and F. Ward DeGrange, Co-Partners, trading as DeGrange Lumber Company, party of the fourth part, WILLIAM H. BERGER & SONS, party of the fifth part, MARTIN A. SINSKY, party of the sixth part, and J. CALVIN CARNEY, Individually, party of the seventh part.

WHEREAS, Henry J. Clauss (hereinafter sometimes referred to as "Clauss") is the owner in fee-simple of property situate in the Fifth Election District, Anne Arundel County, State of Maryland, known as Lot No. 4, Section 2, Marie Avenue, as shown on the Plat of the sub-division of the Clauss property heretofore filed among the Plat Records of Anne Arundel County. Clauss obtained a mortgage loan in the sum of Eight Thousand Dollars ($8,000.00) from Belair Road Building and Loan Association, Incorporated (hereinafter sometimes referred to as "Belair") and as security therefor executed a Mortgage to said Belair for the said sum of $8,000.00, dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 531, the proceeds of which were thereupon deposited under a Construction Trust Agreement with J. Calvin Carney (hereinafter sometimes referred to as "CArney") Trustee for the purpose of making distribution of said funds to Clauss as the construction of the dwelling on said lot progressed. Copies of the said Mortgage and Trust Agreement are

Filed 2 Aug., 1951

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attached as exhibits to the original Bill of Complaint in these proceedings. Clauss entered into a contract with Kenneth James Brannigan and Plaige Virginia Brannigan, his wife (hereinafter sometimes referred to as "Brannigan") to sell the said lot after erection of the dwelling upon the same, at and for the sum of $10,560.00, that said Clauss gave said Brannigan a receipt for the sum of $1560.00, which included $350.00 for cleaning lot, painting and settlement fees, none of which have been paid by the said Brannigan. Clauss made payments on account of said Mortgage to Belair in the sum of $239.16, for which said Clauss was to be reimbursed, that the amount due by said Brannigan upon the completion of said dwelling is in the following amount, and is arrived at as follows:

Contract price	$10,560.00
Paid on account - by check dated September 16, 1950 (Deposit under Contract is $1560.00, which, however includes in addition to cash deposit, an allowance for cleaning lot, painting and settlement fees, none of which have been paid by said purchasers)	1,210.00
	$ 9,350.00
Refund payments made by Henry J. Clauss to Belair Road Building & Loan Assn.	239.16
Total Amount due	$ 9,589.16

that a copy of the contract for the aforementioned construction and sale is attached hereto marked "Exhibit No. 1". Prior to the institution of these proceedings, Clauss disappeared, leaving construction work under the said contract unperformed as follows:

Lay concrete and walks where necessary
Asphalt tile on two kitchen floors, first and second floor
Complete plumbing for two apartments
Heating system for two apartments
Electrical wiring for two apartments
Tile bath downstairs, linoleum for floor
Plastered bath upstairs, linoleum for floor

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Insulation
Plastering throughout house
Complete trim work
Roof - asphalt shingle
Stucco outside
Cellar entrance way
Grading, top soil and seeding
Hardwood floors completed throughout except in kitchens and baths
Gutter and spouting
Kitchen units
Painting interior

that the following persons have filed Mechanic's Liens against said property, for the following amounts:

DeGrange Lumber Company	$1,414.37
William H. Berger & Sons	150.00

After the disappearance of Clauss, John Demyan, Jr. and J. Calvin Carney (hereinafter sometimes collectively referred to as "Receivers") in a proceeding in the Circuit Court for Anne Arundel County, In Equity, No. 10154, entitled John DeGrange et al vs. Henry J. Clauss, were appointed Receivers of the Estate of the said Clauss. That the said Kenneth James Brannigan and Plaige Virginia Brannigan, his wife (hereinafter sometimes referred to as "Brannigan") have offered to surrender and release all of their rights in the aforesaid contract dated August 11, 1950, upon repayment to them of the sum of $1,210.00, as will appear from the offer of said Brannigan attached hereto, marked "Exhibit No. 2". By an Order in the aforementioned proceedings dated 1951, the said Court authorized the said Receivers to enter into this contract, and in order to enable them to obtain the funds necessary therefor authorized them to borrow the sum of $8,000.00 against Series C receivership certificates from Belair, payable on or before six months from the date thereof, with interest at the rate of six percent. per annum until paid, and by Paragraph 3 of said Order it is provided that the said receivership certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the

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Receivers separate and apart from the receivership funds, to be used for the sole purpose of securing surrender of existing contract held by said Brannigan dated Augst 11, 1950, covering said Lot No. 4, Section 2, Marie Avenue, and in improving the property situated on said lot, and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness under said Series C Certificates.

(b) The indebtedness secured by said Series C Certificates shall, along with receivership certificates of other series issued in this proceeding, with regard to other properties, be a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over unsecured claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been, or may be, issued by the receivership, except insofar as the Court may in each case grant a preference to a particular series with regard to the property (or the proceeds from the sale of said property) improved by that series, and except as hereinafter provided in Paragraph d.

(c) The said Martin A. Sinsky, Builder (hereinafter sometimes referred to as "Sinsky") shall forthwith complete the construction of said property, for the sum of Six Thousand six hundred eighty-seven Dollars ($6,687.00), as follows:

Lay concrete and walks where necessary
Asphalt tile on two kitchen floors, first and second floor
Complete plumbing for two apartments
Heating system for two apartments
Electrical wiring for two apartments
Tile bath downstairs, linoleum for floor
Plastered bath upstairs, linoleum for floor
Insulation
Plastering throughout house
Complete trim work
Roof - asphalt shingle
Stucco outside
Cellar entrance way
Grading, top soil and seeding
Hardwood floors completed throughout except in kitchens and baths

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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Gutter and spouting
Kitchen Units
Painting interior

that said work shall be done with all reasonable dispatch, and in a good and workmanlike manner, and the house shall be completed and ready for occupancy. Said Receivers agree to advance to Sinsky as said work progresses, the amount which he may require from week to week for the purpose of meeting his pay roll and the balance of said sum for said work to be paid upon satisfactory completion thereof, and upon production of satisfactory evidence of the payment of all claims for work and material on said job. If said Sinsky fails or refuses to complete said work, or fails or refuses to complete said work with reasonable dispatch, in the judgment of the Receivers, said Receivers shall have the right, after five days' written notice to said Sinsky, to complete the work at the risk and expense of said Sinsky, and charge against him any sum so expended.

(d) Upon the completion of the construction work remaining to be done as aforesaid, the Receivers shall as promptly as possible sell the property for the highest price obtainable by public sale, they having first given at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, or at private sale at a sum not less than its appraised value, and as soon as may be convenient after such sale or sales, the said Receivers 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 the same; and upon obtaining the Court's ratification of the sale and the payment of the whole purchase money (and not before) the said Receivers shall, by a good and sufficient deed, to be executed, acknowledged and recorded according

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to law, convey to the purchaser or purchasers, his, her or their heirs, the said property free, clear and discharged from all liens and claim s of the parties to this suit, complainants and defendants, and those claiming by, from or under them, or either of them. And the Receivers shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court as follows: After payment of the expenses of the sale, including commissions allowed by Law, the money in the hands of the Receivers shall be distributed in the following manner, the payments being entitled to priority in the order stated: First, the payment of the existing mortgage and mechanic's liens on said property, in accordance with priorities to be established by the Court in this proceeding; second, the payment of Series C Certificates; third, the pro rata reduction of all other outstanding indebtedness upon receivership certificates of other series; and finally, any amount remaining shall become part of the general funds of the receivership.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All parties submit themselves and the property herein described to the jurisdiction of the Circuit Court for Anne Arundel County, and consent to the issue of the Receivership Certificates upon the terms mentioned in the Order of this Court dated 1951.

2. Immediately after the execution of this Contract, Belair agrees to advance to the Receivers against Series C Certificates issued as provided in the foregoing Order, the sum of $8000.00, and the Receivers shall hold said sum as a special fund and shall pay unto said Brannigan the sum of $1210.00 in consideration of securing a Release from the said Brannigan of their entire interest in contract dated August 11, 1950, with respect to the purchase of property located on Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, as aforesaid, and shall apply the same to the completion of said property as aforesaid.

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3. Said Receivers shall employ Martin A. Sinsky, Builder, to complete the construction work upon the terms above set forth in the sum of $6,687.00.

4. Upon completion of the construction work hereinabove described, the aforementioned property shall be sold by the Receivers in fee-simple, free and clear of all liens, and the proceeds applied by the Receivers in accordance with the terms of the Order of this Court dated 1951, under which the said Series C receivership certificates were issued.

5. DeGrange and William H. Berger & Sons (hereinafter sometimes referred to as "Berger") agree to promptly file petitions in this proceeding to determine the validity and the amount of their respective claims against Clauss which are secured by Mechanic's Liens against the aforementioned property. All parties reserve the right to contest the claims of DeGrange and Berger, and each of them, for priority with respect to their respective claims for Mechanic's Liens as against the Belair Mortgage, it being intended that the respective rights of Belair, DeGrange and Berger to the said proceeds available for the payment of their claims as herein provided, shall hereafter be determined in this proceeding.

6. As an inducement to DeGrange, Berger and Belair to enter into this contract, Carney agrees to purchase from DeGrange, Berger and Belair any claims against Clauss which are established, in the above mentioned proceeding, by them or any of them, to be liens against the said property, at a price equal to the amount of the said liens less the amount received by them respectively from the Receivers as a result of the sale of the property; and Carney shall thereupon be entitled to prove the said claims as general claims in the receivership proceedings.

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7. In consideration of the payment and performance as herein provided, said Brannigan hereby fully and finally release and discharge said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof, Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, Individually, of and from any, all and every claim, action or demand which the said Brannigan may now have, or might hereafter have, in any manner whatsoever arising out of or in any manner connected with the construction of said property on Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, State of Maryland, and/or the Mortgage thereon, arising prior to the date of these presents.

8. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this agreement.

9. This Agreement is entered into, subject to the approval thereof by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Case No. 10154, and unless this Agreement is approved by said Court the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto; this 1st day of August 1951.

WITNESS:

_____ John Demyan, Jr. (SEAL)

Phyllis J. Smith J. Calvin Carney (SEAL)
Receivers

Herbert C. Moore Kenneth James Brannigan (SEAL)

_____ Plaige Virginia Brannigan (SEAL)

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis J. Smith

By J. David Lassahn
J. David Lassahn, President

F. Ward DeGrange (SEAL)
F. Ward DeGrange
Surviving Partner of John De Grange and F. Ward DeGrange, Co-partners Trading as DeGrange Lumber Company

William H. Berger & Sons

Phyllis J. Smith

By Elmer Wm Berger (SEAL)
Partner

Phyllis J. Smith

Martin A. Ginsky (SEAL)
Martin A. Ginsky

Phyllis J. Smith

J. Calvin Carney (SEAL)
J. Calvin Carney
Individually

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
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Petitioners' Exhibit No. 2

LIBER 83 PAGE 229

Baltimore, Maryland
July 25, 1951

John Demyan, Jr., Esquire

and

J. Calvin Carney, Esquire
Receivers

RE: John DeGrange et al
Vs. Henry J. Clauss
Circuit Court for Anne Arundel County
In Equity - No. 10154

Filed 2 Aug., 1951

Gentlemen:

In consideration of the sum of One Thousand Two Hundred ten Dollars ($1,210.00) to be paid by you to the undersigned, being refund of deposit, upon passage of Order authorizing such payment in the above-entitled case, we, the undersigned, Kenneth James Brannigan and Plaige Virginia Brannigan, his wife do hereby surrender all of our rights in Contract dated August 11, 1950, for the purchase of property known as Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, State of Maryland, with Henry J. Clauss, and do hereby release the said Henry J. Clauss and John Demyan, Jr. and J. Calvin Carney, Receivers thereof, of and from all claims of every kind arising out of said Contract and the construction of said property.

TEST:

Frank E. Wilbur

Hildred V. Wilbur

Kenneth James Brannigan (SEAL)
Kenneth James Brannigan

Plaige Virginia Brannigan (SEAL)
Plaige Virginia Brannigan

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Standard Contract of Sale

Approved by Real Estate Board of Baltimore

LIBER 83 PAGE 230

This Agreement of Sale, made this 11 day of August nineteen hundred and Fifty, between Henry J. Clauss Seller, and Kenneth James Brannigan and Plaige Virginia Brannigan, 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, Maryland and known as Lot No. 4, Section 8, Marie Avenue.

at and for the price of Ten thousand Five Hundred Sixty Dollars ($10,560.00)

of which One Thousand Five Hundred Sixty Dollars ($1,560.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash at time of settlement, at which time, within six months; it is understood that the Purchaser expects to secure a G.I. Loan to finance the balance of the purchase price, and, if this is not obtainable, the contract is off and the deposit will be returned.

Petition to open filed 2 Aug. 1951

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

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

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

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

Henry J. Clauss (SEAL)
SELLER'S SIGNATURE

WITNESS—AS TO SELLER'S SIGNATURE

Jesse Hanna (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE

Kenneth James Brannigan (SEAL)
BUYER'S SIGNATURE

Plaige Virginia Brannigan (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE

BUYER'S SIGNATURE

House size, 32'6x 24'8

Bathroom upstairs, with one extra petition, cupboard and Linen closet, tile bath down staris, 2 cupboard downstairs and one linen closet down staris. One extra window in the downstairs kitchen and two extra ones upstairs.

Petitioners ' Exhibit No. 3

LIBER 83 PAGE 232

RECEIVERSHIP CERTIFICATE

CLASS C

WHEREAS, the Circuit Court for Anne Arundel County, in a proceeding entitled "John DeGrange, et al.vs. Henry J. Clauss (Equity Docket_____, Folio_____)", did, on the_____day of _____, 1951, authorize the Receivers of the estate and assets of Henry J. Clauss to issue receivership certificates in an amount not exceeding $_____, which said certificates are to be secured and the proceeds held and applied in accordance with the terms and conditions of said order.

AND WHEREAS, the Receivers have received from the payee of this certificate the sum of $_____to be specially held and applied, as provided in said order, for the payment of improvements upon_____.

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged, the Receivers do hereby promise to pay unto Belair Road Building and Loan Association, Incorporated, its successors or assigns, on or before six months from the date hereof, the sum of $_____with interest thereon at 6% per annum, payable upon maturity. This certificate shall be a charge upon the assets of the receivership as stated in the above mentioned order; but shall be binding against the Receivers only in their official capacity and shall not be collectible out of the individual estates of the Receivers.

WITNESS their hands and seals, this_____day of_____, 1951.

_____(SEAL)

_____(SEAL)

Receivers

Filed 2 Aug., 1951

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

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ORDER

Upon the aforegoing Petition, Exhibit and Affidavits, of the Receivers and the consents thereto appended, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 2d day of August 1951,

ADJUDGED, ORDERED AND DECREED as follows:

1. That the Receivers in this proceeding are hereby authorized to enter into the contract attached to this Petition, and which contract is hereby ratified and approved.

2. That in order to obtain the funds necessary to enable them to effect a release of the existing contract from Kenneth James Brannigan and Plaige Virginia Brannigan, his wife as set forth in the aforegoing Petition, and to pay the cost of completing the construction of said property as aforesaid, the Receivers are hereby authorized to borrow the sum of $8000.00, from Belair Road Building and Loan Association, Incorporated, against Receivership Certificates to be known as Series C Certificates, which shall be payable on or before six months from date thereof, with interest at the rate of 6% per annum until paid.

3. That the Receivership Certificates shall be issued upon the following termsand conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of procuring the surrender of contract dated August 11, 1950 from Kenneth James Brannigan and Plaige Brannigan, his wife covering Lot No. 4, Section 2, Marie Avenue, Anne arundel County, State of Maryland, and paying the cost of improving and completing said property, as set forth in said Contract, and any unexpended balance of said funds shall be returned to the lender in reduction of indebtedness upon said Series C Certificates.

Filed 2 Aug., 1951

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

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(b) The indebtedness secured by the said Series C Certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other Series, which have been, or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particularSeries with regard to the property (or the proceeds from the sale of property) improved by that series.

4. That said Receivers are hereby authorized to pay to said Kenneth James Brannigan and Plaige Virginia Brannigan, his wife the sum of $1,210.00 in full settlement and satisfaction of all claims under Contract dated August 11, 1950, covering Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, upon surrender of all of their rights in said contract, and said Receivers are further authorized to employ Martin A. Sinsky at a cost of $6,687.00 to improve and complete the construction of dwelling on said Lot No. 4, Section 2, Marie Avenue.

Benjamin Michaelson
Judge

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

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LIBER 83 PAGE 235

JOHN DEGRANGE ET AL	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR ANNE ARUNDEL COUNTY
	*	In Equity J.H.H. 14
	*	Folio 199
	*	File No.10154
	*	

* * *

Mr. Clerk:

Please file attached Receipt of Kenneth James Brannigan and Plaige Virginia Brannigan, his wife re: Lot No. 4, Section 2, Marie Avenue, in the above-entitled matter.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

Filed 20 Aug., 1951

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

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TELEPHONE
PLAZA 8445

LIBER 83 PAGE 236

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY

August 9, 1951

Received of John Demyan, Jr. and J. Calvin Carney, Receivers in the case of John DeGrange et al vs. Henry J. Clauss in the Circuit Court for Anne Arundel County in Equity No. 10154, the sum of Twelve Hundred and Ten Dollars ($1210.00) in accordance with Order of Court in that case dated August 2, 1951 and our release with respect to Lot 4, Section 2, Marie Avenue, Anne Arundel County, Maryland.

Kenneth James Brannigan
Kenneth James Brannigan

Plaige Virginia Brannigan
Plaige Virginia Brannigan

Filed 20 Aug. 1951.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * * * * *

PETITION AND REPORT OF SALE

RE: LOT NO. 8, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951 as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered upon their duties as such Receivers.

2. That among the assets of this Estate is the fee simple property known as Lot No. 8, Marie Avenue, as shown on Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, owned by said Henry J. Clauss, being part of property described in a Deed from John R. Corkran and Dorothea E. Corkran, his wife to him dated March 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 158, and being the same property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated August 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 584,

Filed 29 Aug, 1951

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

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folio 286, in the sum of $7000.00.

3. That said property is subject to the following specific liens against the same:

(a) Aforesaid Mortgage held by Belair Road Building and Loan Association, Incorporated on which there is due approximately	$7100.00
(b) Mechanic's Lien of DeGrange Lumber Co.	3008.30
(c) Mechanic's Lien of William H. Berger & Sons	625.00
(d) Mechanic's Lien of Hosse and Martinoli	115.00
(e) Mechanic's Lien of Weisman Contracting Co. against this and eleven other lots in total sum of $1040.00, which lien apportioned against this lot amounts to less than	100.00

4. That the funds derived from the aforesaid Mortgage were deposited with J. Calvin Carney, Trustee who now has in hand a balance of $695.15 remaining thereout.

5. That construction of said property is not finished, and in order to make the same saleable the following work is required to be done:

(a) Furnish and install hinges on back door
(b) Refinish floors
(c) Patch plaster
(d) Patch stucco
(e) Repair front steps
(f) Test oil burner and if necessary put same in good working condition
(g) Replace missing medicine cabinet in bathroom
(h) Replace missing flush tank of toilet
(i) Replace broken windows
(j) Ease cellar door, front door, and closet door in second floor room
(k) Replace missing electric light fixtures in kitchen
(m) Paint front door
(n) Paint inside walls - 1 coat each of primer and paint
(o) Clean lot

that subject to the approval of this Court, the Receivers propose to have said work done by Martin A. Sinsky, Builder for the sum of $553.50, for which purpose the funds now in the hands of J. Calvin Carney, Trustee are to be used, leaving a balance still in the hands of such Trustee of $141.65.

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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6. That your Receivers have been endeavoring to sell said property at private sale for the highest price obtainable.

7. That subject to the approval of this Court, your Receivers have entered into a Contract dated August 28, 1951, with John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife whereby your Receivers sold to said John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife and said John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife purchased from said Receivers fee simple property known as Lot No. 8, Marie Avenue, as aforesaid, for the sum of $10,968.00, as per Contract attached hereto as part hereof marked "Petitioners' Exhibit No. 1", cash upon ratification by this Court, your Receivers to do the aforesaid work which is necessaryto render the aforesaid property saleable and to pay for said work as hereinbefore set forth.

8. That your Receivers believe it is necessary to sell said property to liquidate the affairs of said Henry J. Clauss and to pay the Mortgage and Mechanic's Lien claims and other claims against this property and the other properties constituting this Estate; that said sale of said property was fairly made and for the most money that could be obtained therefor, and is advantageous to the Estate.

9. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said fee simple property known as Lot No. 8, Marie Avenue.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

Charles G. Page
Counsel for Receivers

J. Calvin Carney
Receivers

LAW OFFICES
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BALTIMORE 2, MD.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of August, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the facts stated in the aforegoing Petition and 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.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean

Mildred F. Bean
Notary Public

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

Filed 29 Aug., 1951

This Agreement of Sale, made this 28th day of August nineteen hundred and fifty-one, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, 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, in fee simple, known and designated as Lot No. 8, Marie Avenue, on Plat of the Subdivision of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6 (dimensions of said lot 50' x 174') together with the improvements thereon,

at and for the price of Ten Thousand Nine Hundred Sixty-eight ---------- Dollars ($10,968.00)

of which One Thousand ---------- Dollars ($ 1,000.00)

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

Cash upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al. vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, File No. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. Said Receivers have employed Martin A. Sinsky, Builder, to do the following work on said property, viz: Furnish and install hinges on back door, refinish floors, patch plaster, patch stucco, repair front steps, test oil burner and if necessary, put same in good working condition, replace missing medicine cabinet in bathroom, replace missing flush tank of toilet, replace broken windows, ease cellar door, front door, and closet door in second floor room, replace missing electric light fixtures in kitchen, paint front door, paint inside walls - 1 coat each of primer and paint, color to be selected by purchaser, clean lot, which work will be done by said Builder promptly and paid for by said Receivers out of said purchase price; otherwise said property is sold as is and in its present condition.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel County Sanitary Commission charges against said property to be apportioned or adjusted as of date of settlement. ~~XXXXXXXXXXXX~~ 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. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

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

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

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LIBER 83 PAGE 243

CERTIFICATE

We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple property known as Lot No. 8, Marie Avenue, as shown on the Plat of Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6; that we are familiar with the value of this property and other property in the vicinity thereof; that we are of the opinion the sum of $10,968.00 represents the fair market value of this property as proposed to be repaired and improved by the Receivers, and we believe that said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said Sale after the issuance of the usual Order Nisi.

Herbert F. Engelhardt

Herbert F. Engelhardt.

Edward N. C. Bradley

Edward N. C. Bradley

Filed 29 Aug., 1951

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

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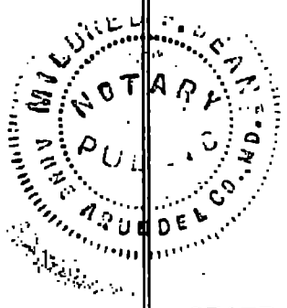
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

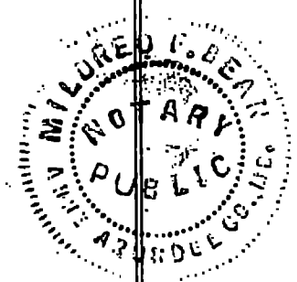


Mildred F. Bean
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 29th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.



Mildred F. Bean
Notary Public

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	
	*	

* * * * * * * * * * *

ORDER

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits and Contract attached to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, in the above-entitled case, this 31st day of August 1951,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple property known as Lot No. 8, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That John Demyan, Jr. and J. Calvin Carney, Receivers are hereby authorized and empowered to make the repairs and improvements to the property known as Lot No. 8, Marie Avenue, as set forth in the aforegoing Petition and Report of Sale, said work to be paid for out of the funds now in the hands of J. Calvin Carney, Trustee, and the balance of the funds in the hands of such Trustee to be applied on account of the mortgage

Filed 31 Aug., 1951.

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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indebtedness, in accordance with the terms of said Trust Agreement.

3. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife of the said fee simple property known as Lot No. 8, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, and improvements thereon for the sum of $10,968.00 be and the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof, and upon entry of final Order of ratification herein and upon payment in full by said John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife of said purchase price, said Receivers shall convey said property by a good and marketable title to said John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds from such sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson

Judge

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

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LIBER 83 PAGE 247

ORDER NISI

John DeGrange, et al.

versus

Henry J. Clauss

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10154 Equity

Filed 1 Sept, 1951

Ordered, this 1 day of September, 19 51, That the sale of the fee simple property known as lot No. 8, Marie Avenue, as shown on Plat of the Clauss property recorded in Cabinet 3 Rod No. 3-9 Plat 6, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers herein,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of October next.

The report states that the amount of sales to be $ 10,968.-

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

John DeGrange, et al.

versus

Henry J. Clauss

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 9 Oct, 1951

ORDERED BY THE COURT, This 9th day of October, 19 51, that the sale made and reported by the Receivers 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 Receivers allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

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LIBER 83 PAGE 248

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1951

We hereby certify, that the annexed

Notice to Creditors
DeGrange Lumber Co. vs
Henry J. Clauss
Equity no. 10,154

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the ninth day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Katherine Lamb

No. E. C. D1391
191

Filed 9 Oct., 1951

NOTICE TO CREDITORS.
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY
No. 10,154
DeGRANGE LUMBER COMPANY et al
vs.
HENRY J. CLAUSS

Ordered by the Court, this 8th day of May, 1951, that John Demyan, Jr. and J. Calvin Carney, Receivers in the above cause named, give notices to all persons having claims against Henry J. Clauss to file their claims properly authenticated with the Clerk of the Circuit Court for Anne Arund County, in Equity, on or before the 10th day of June, 1951, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County, once a week for three successive weeks, before the 9th day of June 1951.

BENJAMIN MICHAELSON, Judge

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-31

LIBER 83 PAGE 249

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 3, 1951

We hereby certify, that the annexed Order Nisi Equity No. 10,154 John DeGrange

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 5th day of October, 1951. The first insertion being made the 4th day of September, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Faller

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DeGRANGE, et al

Vs.

HENRY J. CLAUSS

Ordered, this 1st day of September, 1951, That the sale of the fee simple property known as lot No. 8, Marie Avenue, as shown on Plat of the Clauss property recorded in Cabinet 3 Rod No. 3-9 Plat 6, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers herein, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of October next.

The report states that the amount of sales to be $10,968.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Filed 9 Oct., 1951.

No. MG.....
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JOHN DE GRANGE, et al	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	*	In Equity No. 10154
	*	

* * *

PETITION OF JOHN R. BURL AND CATHERINE G. BURL, his wife

RE: Property located on Fort Smallwood Road, Anne Arundel County

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John R. Burl and Catherine G. Burl, his wife, respectfully represents:

1. That the Receivers have filed or intend to file a Petition in these proceedings with the exhibits thereto attached with respect to a proposed settlement of a contract to make certain improvements on property of your Petitioners located on Fort Smallwood Road, Anne Arundel County, Maryland, copies of said Petition and Exhibits and a form of proposed Order to be signed by this Court having been served upon your Petitioners.

2. That they have read the aforegoing Petition and exhibits; that they are the persons mentioned in said Petition; that they admit the facts as therein set forth and consent to the relief therein prayed; and that they further consent to the entry of an Order by this Honorable Court in the form attached to said Petition.

3. That they are advised that they should be made parties Defendant in this proceeding; but that no further answer by them to the pleadings in this case is required at the present time.

TO THE END THEREFORE:

1. That this Honorable Court shall authorize and direct that your Petitioners be made parties Defendant in

Filed 19 Oct., 1951

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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this case for the purpose of submitting your Petitioners to the jurisdiction of this Court; but that no further pleading be required of them at this time.

And, as in duty bound, etc.

John R. Burl

John R. Burl

Catherine G. Burl

Catherine G. Burl

Petitioners

George W. Della
Maryland Trust Building
Baltimore 2, Maryland

Solicitor for Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of October 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN R. BURL and CATHERINE G. BURL, his wife, Petitioners named in the foregoing Petition, who are known to the subscriber; and they did thereupon sign the said Petition and acknowledge the same to be their respective act and deed; and they did further take oath in manner and form provided by law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Carolyn Tapley

Notary Public

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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Filed 19 Oct., 1951

ORDER

Upon the foregoing Petition and Affidavit, it is by the Circuit Court for Anne Arundel County, this 19th day of October, 1951, in the above-entitled case,

ORDERED, That John R. Burl and Catherine G. Burl, his wife be and they are hereby made parties Defendant in these proceedings, and

IT IS FURTHER ORDERED, That their Petition shall be accepted as an answer to the Petition of the Receivers concerning property located on Fort Smallwood Road, mentioned in the foregoing Petition.

Benjamin Michaelson
Judge.

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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LIBER 83 PAGE 253

JOHN DEGRANGE, et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 10154
	*	

* * * * * * *

PETITION OF RECEIVERS

RE: PROPERTY OF JOHN R. BURL AND CATHERINE G. BURL, HIS WIFE
FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully represents:

1. That your Petitioners have duly qualified and filed official bond in accordance with the Order of this Honorable Court dated January 22, 1951.

2. As alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of Receivers, engaged in the construction business. He abscomded from the state, leaving incomplete a large amount of construction work including construction on lots subject to mortgage which are more fully described in Paragraph 3 of the Bill of Complaint filed in these proceedings. Your Petitioners have made a careful examination of said property and have the following to report with respect to property of John R. Burl and Catherine G. Burl, his wife, Fort Smallwood Road, Anne Arundel County, Maryland, described in mortgage from John R. Burl and Catherine G. Burl, his wife to Belair Road Building and Loan Association, Incorporated, dated September 16, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 590, folio 88, being the lot of ground described more particularly in Paragraph 3 of said Bill of Complaint as Account No. 3418.

Filed 19 Oct. 1951

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3. That said lot is subject to said Mortgage from John R. Burl and Catherine G. Burl, his wife to said Belair Road Building and Loan Association, Incorporated in the sum of $6000.00.

4. That your Petitioners attach hereto, marked "Petitioners' Exhibit No. 1", a photostatic copy of a contract which they are informed the said John R. Burl and Catherine G. Burl, his wife entered into with the said Clauss for the construction of a dwelling on said lot of ground for the price of $9735.00, upon which is alleged there is due a balance at this time of the following sum:

Contract price			$9735.00
Plus settlement expenses advanced by Henry J. Clauss			231.90
Total			$9966.90
Less: Paid on account by Burl to Clauss 9/13/50 . . .		1000.00	
Painting allowance, as per contract, work done by Burl		250.00	1250.00
Balance			$8716.90

At the time of the execution of the aforesaid mortgage the said John R. Burl and Catherine G. Burl, his wife and the said Clauss entered into a construction trust agreement providing for the distribution of funds derived from said mortgage upon presentation of evidence that the construction had progressed to stages of completion more fully described in said trust agreement and upon presentation of evidence that all materialmen's bills had been currently paid with regard to the construction. Your Petitioners were informed that there was substantial work remaining to be done under the aforesaid contract and thereupon, in order to complete their information, requested a report from Mr. Elton Elmore, who had served as foreman for said Henry J. Clauss; and as a result of information submitted by him and

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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other examinations and inspections by your Petitioners, they have determined that the following work remains to be done:

Install complete hardwood floors throughout house, except in kitchen and bath
Complete trim work throughout the house
Complete the front steps
Lay walks and concrete where necessary
Finish ceiling inside of porch
Plaster walls throughout house
Complete the plumbing throughout the house
Install tile bathroom, linoleum floor
Complete electric wiring in house
Install hot water heater
Complete the installation of heating system
Gutter and spouting
Lay asphalt tile on kitchen floor
Install kitchen units
Finish stuccoing outside of house
Install pair of steps
Top soil and seeding
Complete cellarway entrance

5. Your Petitioners have requested Schuman and Rice and Martin A. Sinsky, who are general contractors, engaged in construction work and who are, in their opinion, properly qualified to submit bids for the completion of the construction work as required by said contract and have received bids as follows:

Schuman & Rice	$4795.45
Martin A. Sinsky	4562.50

That said bids, however, included plumbing work for which a charge of $375.00 was to be made as an extra by said Clauss which work was not done, and also included painting for which an allowance of $250.00, as per contract, was to be made by said Clauss to John R. Burl and Catherine G. Burl, his wife, which painting has been done by said John R. Burl.

6. In addition thereto, the following Mechanic's Liens have been filed against the said property by the following persons in the following amounts:

DeGrange Lumber Company	$4813.00
Hosse and Martinoli	393.60
William H. Berger and Sons	100.00

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7. As is stated in the Bill of Complaint in this case, Henry J. Clauss, Defendant has absconded and as is apparent from the above facts, he has failed not only to perform his construction contract but has also defrauded the mortgagee upon said mortgage by obtaining payments substantially larger than the amount to which he was entitled under the construction trust agreement, as said Clauss obtained the entire balance deposited under said construction trust. In addition it is claimed by DeGrange Lumber Company that their alleged lien is entitled to priority over the mortgage on the grounds that the construction work was started before the mortgage was recorded. It is thus apparent, that unless the contract is completed, larger claims will result against the estate with a consequent damage to the general estate and all general creditors.

8. That said John R. Burl and Catherine G. Burl, his wife have offered to release all claims arising by reason of the failure of said Henry J. Clauss to complete the construction of said dwelling in accordance with said contract upon payment to them of the sum of $3625.00, which is less than the lowest estimate received by your Receivers for said work from a competent and responsible contractor which sum your Receivers, subject to the approval of this Court, have agreed to pay upon the completion of said work by said John R. Burl and Catherine G. Burl, his wife. That the amount due by said John R. Burl and Catherine G. Burl, his wife to said Receivers as set forth in Paragraph 4 of this Petition is $8,716.90; and that after deducting the sum of $6000.00, being proceeds of said Mortgage received by said Clauss, there is due by said John R. Burl and Catherine G. Burl, his wife to said Receivers, upon completion of said construction work the sum of $2716.90, and therefore after deducting the said sum of $2716.90, being balance due

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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from the sum of $3625.00, being the sum proposed to be paid by said Receivers to said John R. Burl and Catherine G. Burl, his wife in full settlement thereof, there will be due by said Receivers the net sum of $908.10 to be paid to said John R. Burl and Catherine G. Burl, his wife in discharge of said obligations. However, in addition thereto, the following Mechanic's Liens have been filed against said property by the following persons in the following amounts:

DeGrange Lumber Company	$4813.00
Hosse & Martinoli	393.60
William H. Berger & Sons	100.00

9. The Receivers attach hereto, marked "Petitioners' Exhibit No. 2" a form of Contract by which Belair Road Building and Loan Association, Incorporated would agree to advance the funds necessary for the completion of said construction work and/or the settlement of claim against the Receivership for failure to complete said construction work upon the issue to it of Receivership Certificates payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid, the said Certificates to be known as Series F Certificates and to be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivership separate and apart from the Receivership funds to be used for the sole purpose of improving said property of said John R. Burl and Catherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, Maryland and/or paying the settlement of claim of John R. Burl and Catherine G. Burl, his wife against the Receivers for failure to complete the construction of said property; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness of said Series F Certificates.

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(b) The indebtedness secured by said Series F Certificates shall, along with other Receivership Certificates of other Series issued in these proceedings, constitute a charge subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other Series which have been or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property (or the proceeds from the sale of said property) improved by that Series.

10. Your Petitioners believe that it is to the best interest of the Receivership estate that said construction contract be completed and/or that these Receivers effect a settlement in connection with the completion of said contract in accordance with the terms as herein set forth.

TO THE END THEREFORE:

1. That this Honorable Court authorize your Petitioners to enter into the attached contract and to issue Receivership Certificates with the terms thereof.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for said Receivers

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

201

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 25th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared JOHN DEMYAN, JR. 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman

Notary Public Amelia H. Tubman

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of October, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared J. CALVIN CARNEY, 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith

Phyllis J. Smith
Notary Public

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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LIBER 83 PAGE 260

Petitioners' Exhibit No. 1 GLEN BURNIE 189

HENRY CLAUSS

CONTRACTOR AND BUILDER

GLEN BURNIE, MD.

BUILDING CONTRACT

AGREEMENT made this 13th day of September, 1940

by and between Henry Clauss of Glen Burnie

CONTRACTOR, and John R. Burl & Wife, OWNER.

WITNESSETH:

1. THAT the CONTRACTOR, in consideration of the payments to be made by the OWNER, hereby agrees to furnish all the materials and labor for House

to be erected on Fort Smallwood Road

in City of Anne Arundel County State of Maryland

according to plans and specifications hereto attached, in a good, substantial and workmanlike manner. All materials shall be subject to the inspection of the owner at all times and the CONTRACTOR upon notice shall remove and replace all defective and unfit material and work, whether complete or not at his own expense. Changes from original plans and specifications shall be agreed upon in writing by the parties hereto with the price to be paid therefor before work is begun on such changes. Unless so agreed upon, such changes will be made at the expense of the CONTRACTOR.

2. THE OWNER shall pay the CONTRACTOR for said building complete according to plans and specifications the sum of $9735.00 as follows:

$ [illegible]

$ [illegible]

$ [illegible]

$ when building is complete according to plans and specifications.

The CONTRACTOR shall furnish the OWNER waivers of lien in writing as required from time to time. The CONTRACTOR shall also carry workman's compensation insurance as may be required by law.

3. THE CONTRACTOR shall complete said building as herein required on or before , 194, and if he shall fail to do so, he shall pay the OWNER by way of liquidated damages the sum of $none per day for each day the work remains incomplete, unless the cause of delay is beyond the CONTRACTOR'S control in which case the time for completion shall be extended the actual time of such delay.

4. IT IS HEREBY AGREED that any matter arising hereunder, which cannot be mutually agreed to between the CONTRACTOR and OWNER shall be settled by reference to two indifferent persons, one to be named by each of the parties, with power for such persons to appoint an umpire in case of their disagreement; and the award of said two persons or umpire shall be final and conclusive.

5. THE CONTRACTOR AND OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this agreement the day and year first above written.

Henry Clauss, Contractor.

John R Burl, Owner.

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SPECIFICATIONS:

Full size cellar. Footings to be 8" x 16". Eleven courses of cement blocks. Cellar floor 4". Three columns. 4" x 6" plate around foundation. 2 x 8 floor joists 16" on center. 2 x 6 roof rafter 16" on center. One girder in cellar 6 x 10. Five cellar windows. All 2 x 4 studding to be 16" on center. Throughout the house sub floor 1 x 8 sheathing. Cinder block and stucco. House to be insulated. Boxing on house to be 5". Two dormers and one shed in back. Built in kitchen unit. Hardwood floors except kitchen and bathroom - asphalt tile floor. Change bathroom from first floor to second. House to be plastered, attic. Plumbing, one recessed tub, one commode and one lavatory, one 42" kitchen sink, single drain board, laundry tubs in cellar. One electric hot water heater. One forced hot air furnace and ducts in each room and oil burner. Allow $50.00 on electric fixtures. One septic tank and 100 ft. field drains. House size 30'8" x 24'8" with addition of 10' x 12' porch. Asphalt shingles on roof. One tile bath. One open fire place with two flues and heatolator. One thousand dollars to be paid by owner when house is started. Six thousand dollars to be paid by Belair Road Bldg. & Loan Assn., Inc., and $2735.00 within 00 days after completion of house.

9-13-50.

Received of John K. Burk One Thousand Dollars ($1,000.00) cash down payment on above contract

Henry Clarris

Allowance of Two Hundred Fifty Dollar ($250.00) on painting.

Henry Clarris

LIBER 83 PAGE 262

Petitioners' Exhibit No. 2

RECEIVERSHIP CERTIFICATE

CLASS F.

WHEREAS, the Circuit Court for Anne Arundel County in a proceeding entitled "John DeGrange et al. vs. Henry J. Clauss" (Equity Docket J.H.H. No. 14, folio 199, File No. 10154) did, on the day of October, 1951, authorize the Receivers of the estate and assets of Henry J. Clauss to issue receivership certificates in an amount not exceeding One Thousand Dollars ($1,000.00) which said certificates are to be secured and the proceeds held and applied in accordance with the terms and conditions of said order.

AND WHEREAS, the Receivers have received from the payee of this certificate the sum of One Thousand Dollars ($1,000.00) to be specially held and applied, as provided in said order, for the compromise and settlement of claim for failure to complete contract for construction of property and/or payment of improvements upon property located on northeast side of Fort Smallwood Road, Anne Arundel County, State of Maryland.

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged, the Receivers do hereby promise to pay unto Belair Road Building and Loan Association, Incorporated, its successors or assigns, on or before six months from the date hereof, the sum of One Thousand Dollars ($1,000.00) with interest thereon at 6% per annum, payable upon maturity. This certificate shall be a charge upon the assets of the receivership as stated in the above mentioned order; but shall be binding against the Receivers only in their official capacity and shall not be collectible out of the individual estates of the Receivers.

WITNESS their hands and seals, this day of October, 1951.

WITNESS:

_____ _____ (SEAL)
John Demyan, Jr.

_____ _____ (SEAL)
J. Calvin Carney
Receivers

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AGREEMENT by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers of the property of Henry J. Clauss, under appointment by the Circuit Court for Anne Arundel County, in Equity, Case No. 10154 entitled "John DeGrange et al vs. Henry J. Clauss", parties of the first part; JOHN R. BURL and CATHERINE G. BURL, his wife, parties of the second part; BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part; F. WARD DeGRANGE, surviving partner of John DeGrange and F. Ward DeGrange, Co-partners trading as DeGrange Lumber Company, party of the fourth part; ERNEST HOSSE, JR. and ALBERT MARTINOLI, Co-partners, trading as HOSSE & MARTINOLI, parties of the fifth part; WILLIAM H. BERGER & SONS, party of the sixth part, and J. CALVIN CARNEY, Individually, party of the seventh part.

WHEREAS, said John R. Burl and Catherine G. Burl, his wife (hereinafter sometimes referred to as Burl) are the owners in fee of property situated on the northeast side of Fort Smallwood Road, Anne Arundel County, Maryland, fully and particularly described in a Deed from Ella G. Kane, Widow, dated May 12, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 570, folio 112. The said Burl entered into a comtract with the said Henry J. Clauss (hereinafter sometimes referred to as Clauss) to erect a building upon said lot for a total sum of $9,735.00, upon which there would be due a balance by Burl to said Clauss upon completion of the construction as follows:

Contract price	$9735.00
Plus settlement expenses advanced by Henry J. Clauss	231.90
Total	$9966.90

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Total (forwarded)		$9966.90
Less: Paid on account by Burl to Clauss 9/13/50 . . .	1000.00	
Painting allowance, as per contract, work done by Burl	250.00	1250.00
Balance		$8716.90

Therefore, in order to enable said Clauss to perform said contract, Clauss procured a loan of $6,000.00 from Belair Road Building and Loan Association, Incorporated (hereinafter sometimes referred to as Belair) and as security therefor, Burl executed a Mortgage dated September 16, 1950, in the sum of $6000.00 to Belair recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 590, folio 88, upon the said property, the proceeds of which were thereupon deposited under a Construction Trust Agreement with J. Calvin Carney (hereinafter sometimes referred to as Carney), Trustee for the purpose of making distribution of the said amount to Clauss as the construction progressed. Copies of the said Mortgage and Trust Agreement are attached as exhibits to the original bill of complaint in these proceedings. Prior to the institution of these proceedings Clauss disappeared, leaving the construction work under the said contract unperformed as follows:

Install complete hardwood floors throughout house, except in kitchen and bath
Complete trim work throughout the house
Complete the front steps
Lay walks and concrete where necessary
Finish ceiling inside of porch
Plaster walls throughout house
Complete the plumbing throughout the house
Install tile bathroom, linoleum floor
Complete electric wiring in house
Install hot water heater
Complete the installation of heating system
Gutter and spouting
Lay asphalt tile on kitchen floor
Install kitchen units
Finish stuccoing outside of house
Install pair of steps
Top soil and seeding
Complete cellarway entrance

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The following persons have filed claims for Mechanics' Liens against the said property in the following amounts:

DeGrange Lumber Co.	$4813.00
Hosse & Martinoli	393.60
William H. Berger & Sons	100.00

That said Clauss failed not only to perform his construction contract but also defrauded the Mortgagee upon said mortgage by obtaining payments substantially greater than the amount to which he was entitled under the construction trust agreement, as said Clauss obtained the entire balance deposited under said trust agreement. That after applying said sum of $6000.00, the proceeds of said Mortgage on the balance of $8,716.90 due by Burl, there is due a net balance by Burl of $2,716.90. After the disappearance of Clauss, John Demyan, Jr. and J. Calvin Carney (hereinafter sometimes collectively referred to as the Receivers), in a proceeding in the Circuit Court for Anne Arundel County were appointed Receivers of the property and estate of the said Clauss. By an Order in said proceedings dated October 1951, the said Court has authorized the Receivers to enter into this contract and in order to enable them to obtain the funds necessary therefor, has authorized them to borrow the sum of $1,000.00 against Receivership certificates to be known as Series F Certificates which shall be payable on or before six months from the date thereof, with interest at the rate of 6% per annum until paid; and by paragraph 3 of said Order, it is provided that the said Series F Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by said Receivers separate and apart from Receivership funds to be used for the sole purpose of paying and settling the claim of said Burl against the Receivership for failure to construct dwelling on said lot of said Burl situated on Fort Smallwood Road, Anne

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Arundel County, and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness of said Series F Certificates.

(b) The indebtedness secured by said Series F Certificates shall, along with other Receivership Certificates of other series issued in these proceedings, constitute a charge subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property (or the proceeds from the sale of said property) improved by that Series.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All the parties hereto submit themselves and the property herein described to the jurisdiction of the Circuit Court of Anne Arundel County in said case, and consent to the issue of the Receivership Certificates upon the terms mentioned in the Order of this Court dated October 1951.

2. Immediately after the execution of this Contract, Belair agrees to advance to the Receivers against Series F Certificates, issued as provided by the aforegoing Order, the sum of $1,000.00, and the Receivers shall hold said sum as a special fund and shall apply and expend the same to the settlement of the claim of said John R. Burl and Catherine G. Burl, his wife against said Receivership for failure to complete construction of dwelling on said lot.

3. DeGrange, Hosse & Martinoli and Berger, and each of them, agrees to promptly file petitions in said receivership

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proceedings to determine the validity and the amount of their respective claims against Clauss which are secured by Mechanic's Liens against the aforementioned property. All parties reserve the right to contest the claims of DeGrange, Hosse & Martinoli and Berger, and each of them, for priority with respect to said Mechanic's Liens as against the Belair mortgage, it being intended that the rights of Belair, DeGrange, Hosse & Martinoli and Berger to the said proceeds available for payment of their claims as herein provided shall be hereafter determined in this proceeding.

4. Carney agrees with Burl that upon the settlement of their claim against the Receivership for failure to complete construction of dwelling as aforesaid for the sum of $3625.00, less balance due by said Burl to said Receivers in the sum of $2716.90, or a net sum due by said Receivers to Burl of $908.10, Carney will protect and indemnify Burl against Mechanic's Liens established by DeGrange, Hosse & Martinoli and Berger upon the aforesaid property, it being intended that upon making said settlement, Burl shall hold the said property, free and clear of liens of DeGrange, Hosse & Martinoli and Berger, except the aforesaid first mortgage from said Burl to Belair which mortgage and the unpaid balance said Burl agree to pay with interest thereon; for the said purpose, Carney agrees to purchase from DeGrange, Hosse & Martinoli and Berger, and said DeGrange, Hosse & Martinoli and Berger agree to sell to Carney any claim against Clauss which is established by DeGrange, Hosse & Martinoli and Berger, or any of them, to be liens against the said property (as provided in the preceeding paragraph) at a price equal to the amount of said liens; and said Carney shall thereupon be entitled to prove the said claims as a general claim in the receivership proceedings. Carney's obligations in this paragraph

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are expressly conditional upon payment by Burl to the Receivers of the amount due under this agreement.

5. Said Burl agree to complete the construction work upon said property immediately and the obligation of said Carney to purchase the aforesaid Mechanic's Liens as named which are established against the said property are contingent upon the performance of said Burl as aforesaid.

6. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this Agreement.

7. In consideration of the payment and performance as herein provided, said Burl hereby fully and finally release and discharge said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof, and Belair Road Building and Loan Association, Incorporated, and J. Calvin Carney, as Trustee and individually of and from any, all and every claim, action and demand which said Burl may have or might or could hereafter have against said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers and Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, As Trustee and individually, in any manner whatsoever arising out of or in any manner connected with the construction of said property located on Fort Smallwood Road, Anne Arundel County, State of Maryland, and the mortgage thereon, arising prior to the date of these presents.

8. This Agreement is entered into subject to the approval thereof by the Circuit Cort for Anne Arundel County, in Equity, in the case of John DeGrange et al vs. Henry J. Clauss, No. 10154. Unless this Agreement is approved by said Court, the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto,

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this 16th day of October , in the year one thousand nine hundred fifty-one.

WITNESS:

Amelia H. Tubman — John Demyan, Jr. (SEAL)

Amelia H. Tubman

Phyllis J. Smith — J. Calvin Carney (SEAL)
Phyllis J. Smith — Receivers

George W. Della — John R. Burl (SEAL)
George W. Della — John R. Burl

Carolyn C. Tapley — Katherine G. Burl (SEAL)
Carolyn C. Tapley — Catherine G. Burl

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis J. Smith — By J. David Lassahn
Phyllis J. Smith — J. David Lassahn, President

Michael Demyan — F. Ward DeGrange (SEAL)
Michael Demyan — F. Ward DeGrange
Surviving partner of John De Grange and F. Ward DeGrange, Co-partners, trading as De Grange Lumber Company

Ernest Hosse, Jr. and Albert Martinoli, Co-partners trading as Hosse & Martinoli

Jack C. Doney — By Ernest Hosse (SEAL)
Jack C. Doney — Ernest Hosse
William H. Berger & Sons

Phyllis J. Smith — By Elmer Berger, Partner (SEAL)
Phyllis J. Smith — Elmer Berger, Partner

Phyllis J. Smith — J. Calvin Carney (SEAL)
Phyllis J. Smith — J. Calvin Carney
Individually

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ORDER

Upon the aforegoing Petition, Exhibits and Affidavits, of the Receivers and the consents thereto appended, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 19th day of October, 1951,

ADJUDGED, ORDERED AND DECREED as follows:

1. That the Receivers in this proceeding are hereby authorized to enter into the Contract attached to this Petition and which Contract is hereby ratified and approved.

2. That in order to obtain the funds necessary to enable them to compromise and settle the said claim of said John R. Burl and Catherine G. Burl, his wife, as set forth in the foregoing Petition, the Receivers are hereby authorized to borrow the sum of $1000.00 from Belair Road Building and Loan Association, Incorporated against Receivership Certificates to be known as Series F Certificates, which shall be payable on or before six months from date thereof with interest at the rate of six percent. per annum until paid.

3. That the Receivership Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of improving the property of said John R. Burl and Catherine G. Burl, his wife, located on Fort Smallwood Road, Anne Arundel County, State of Maryland, as set forth in the foregoing Petition and/or paying the amount of settlement of the claim of said John R. Burl and Catherine G. Burl, his wife against said Receivers for failure to complete the construction of said property; and any unexpended balance of said funds shall be returned to the lender in reduction of indebtedness upon said Series F Certificates.

Filed 19 Oct, 1951

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(b) The indebtedness secured by the said Series F Certificates shall, along with other Receivership Certificates of other Series issued in this proceeding constitute a charge, subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other Series, which have been or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property, (or the proceeds from the sale of property) improved by that Series.

4. That said Receivers are hereby authorized to pay to the said John R. Burl and Catherine G. Burl, his wife, the sum of $908.10, in full settlement and satisfaction of all claims of said John R. Burl and Catherine G. Burl, his wife in connection with the performance of the contract as hereinbefore set forth upon completion of the work referred to in said Petition.

Benjamin Michaelson
Judge

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JOHN DE GRANGE, ET AL	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
HENRY J. CLAUSS	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * *

PETITION OF EVA L. CLARK

RE: Lot No. 7, Section 1, Marie Avenue

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eva L. Clark, respectfully represents:

1. That John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case have filed or intend to file a Petition in these proceedings, with exhibit thereto attached, for leave to enter into a contract to complete the construction of dwelling on Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, State of Maryland, as shown on the Plat of the subdivision of the Clauss property heretofore filed among the Plat Records of Anne Arundel County, which property is owned by said Eva L. Clark, copy of said Petition and exhibit and a form of proposed Order to be signed by this Court, having been served upon your Petitioner.

2. That she has read the said Petition and exhibit; that she is the person mentioned in the said Petition; that she admits the facts as therein set forth and consents to the relief as therein prayed, and that she further consents to the entry of an Order by this Honorable Court in the form attached to said Petition.

3. That she is advised that she should be made a party defendant in this proceeding, but that no further answer

Filed 19 Oct., 1951.

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by her to the pleadings in this case is required at the present time.

TO THE END THEREFORE:

1. That this Honorable Court shall authorize and direct that your Petitioner be made a party Defendant in this case for the purpose of submitting your Petitioner to the jurisdiction of this Court; but that no further pleading be required of her at this time.

And, as in duty bound, etc.

Marvin I. Anderson
20-U West Street
Annapolis, Maryland

Solicitor for Petitioner

Eva L. Clark
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th day of October 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Eva L. Clark, Petitioner named in the foregoing Petition, and who is known to the subscriber; and she did thereupon sign the said Petition and acknowledge the same to be her act and deed; and she did further make oath in manner and form provided by law that the matters and facts set forth in the foregoing Petition are true to the best of her knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Geneva H. Anderson
Notary Public

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ORDER

Upon the foregoing Petition and Affidavit, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled matter, this 9th day of October, 1951,

ORDERED, That Eva L. Clark be and she is hereby made a party Defendant in these proceedings; and

IT IS FURTHER ORDERED; that the Petition shall be accepted as an Answer to the Petition of the Receivers concerning the completion of the construction of a dwelling on Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, as shown on the Plat of the sub-division of the Clauss property, heretofore filed among the Plat Records of Anne Arundel County, owned by the said Eva L. Clark.

Benjamin Michaelson
Judge.

Filed 19 Oct., 1951

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JOHN DEGRANGE, et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * *

PETITION OF RECEIVERS

RE: Lot No. 7, Section 1, Marie Avenue

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully represents:

1. That your Petitioners have duly qualified and filed official bond in accordance with the Order of this Honorable Court dated January 22, 1951.

2. That as alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of the Receivers, engaged in the construction business. He absconded from the State, leaving incomplete a large amount of construction work, including construction of lots subject to mortgage which are more fully described in the Bill of Complaint in these proceedings. Your Petitioners have made a careful examination of said property, and have the following to report with respect to Lot No. 7, Section 1, Marie Avenue, more particularly described in Paragraph 3 of the Bill of Complaint as Account No. 3428.

3. That said lot is subject to a Mortgage executed by Eva L. Clark toBelair Road Building and Loan Association, Incorporated in the sum of $8000.00 dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 528.

4. That your Petitioners attach hereto, marked "Petitioners' Exhibit No. 1" a copy of a contract which they

Filed 1st Sec. 1951.

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are informed Eva L. Clark entered into with the said Defendant Clauss, for the construction of a dwelling on said lot, on which there is due the following amount:

Contract price			$10,150.00
Less: cash paid 9/9/50		1,500.00	
cash paid 10/7/50		244.78	1,744.78
Balance			8,405.22
Payments made by Clauss prior to 12/5/50 when he disappeared, on account of Mortgage			167.40
			8,572.62
Less: Mortgage from Clark to Belair entire proceeds received by Clauss (if Clark assumed present balance and made payments due thereon since 12/5/50, including interest)			8,000.00
Balance due by Clark to Receivers of Clauss			$ 572.62

At the time of the execution of the aforesaid mortgage by said Eva L. Clark, the said Eva L. Clark entered into a construction trust agreement providing for the distribution of funds derived from said Mortgage to the said Eva L. Clark or Henry J. Clauss her Builder and Agent, upon presentation of evidence that the construction had progressed to stages of completion more fully described in said trust agreement, and upon presentation of evidence that all materialmen's bills had been paid with respect to the construction. Photostatic copies of the aforementioned mortgage and trust agreement are attached to the Bill of Complaint filed in this case. Your Petitioners were informed that there was substantial work remaining to be done under the aforesaid contract and thereupon, in order to complete their information, requested a report from Mr. Elton Elmore, who had served as foreman for said Henry J. Clauss; and as a result of information submitted by him and other examinations and inspections by your Petitioners, they have determined that the following work remains to be done under said contract:

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Install complete hardwood floors throughout house
except in kitchen and bath
Complete trim work throughout the house
Asphalt tile on kitchen floor
Install kitchen units
Complete cellar entrance
Lay walks and concrete where necessary
Complete fireplace in living room
Plumbing work to be completed
Gutter and spouting
Tile bathroom, linoleum floor
Electric wiring to be completed
Complete heating system installed
Plaster walls throughout house
Flashing and caulking completed throughout
Top soil and seeding
Painting interior

5. That your Petitioners requested a number of general contractors engaged in construction work, and who are in their opinion properly qualified, to furnish bids for the completion of the construction work as required by the said contract, and have received a bid for such work from Martin A. Sinsky to complete the said house andhave the same ready for occupancy, doing the aforesaid work, for the sum of $3,362.00.

6. That in addition thereto, the following persons have filed Mechanic's Liens against said property for the following amounts:

DeGrange Lumber Company	$2,592.89
Hosse and Martinoli	247.25
William H. Berger & Sons	100.00

7. That as stated in the Bill of Complaint in this case, Henry J. Clauss, Defendant has absconded, and as is apparent from the above facts, has failed not only to perform his construction contract but has also defrauded the Mortgagee upon said Mortgage, he having received the entire proceeds of said Mortgage. In addition, it is claimed by DeGrange Lumber Company and by the other lien claimants that their alleged claims are entitled to priority over the mortgage on the grounds that the construction work was started before the mortgage was recorded. It is thus apparent that unless the contract is completed, large claims will result against the estate with a consequent damage to the estate and all general creditors.

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8. That said Eva L. Clark has offered to execute a Deed of said property to said John Demyan, Jr. and J. Calvin Carney, Receivers as aforesaid and to convey, assign and surrender all of her rights in the aforesaid contract dated September 9, 1950 upon the repayment to her of the said sum of $1744.78. That because of the increase in value when completed, your Receivers believe it would be to the interest and advantage of this Estate that said sum of $1744.78 be repaid, as your Receivers believe that this property upon completion can be sold for in excess of the sum of $10,150.00. It is thus apparent that it is desirable that said sum be refunded and construction of said property be completed in order to conserve the Estate.

9. That the Receivers attach hereto, marked "Petitioners Exhibit No. 2" a form of contract by which Belair Road Building and Loan Association, Incorporated would agree to advance the funds necessary for the repayment of said sum of $1744.78 and for the completion of said construction work, upon the issue to it of Receivership Certificates payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid, the said Certificates to be known as Series E Certificates and to be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purposes of securing a surrender and release of all rights of said Eva L. Clark under the aforesaid Contract dated September 9, 1950 for the sum of $1,744.78, and improving said property on Lot No. 7, Section 1, Marie Avenue, and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness of said Series E Certificates.

(b) The indebtedness secured by said Series E Certificates shall, along with other receivership Certificates

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of other series issued in these proceedings, constitute a charge, subject to existing liens, upon all of the assets of the receivership and entitled to priority over claims against Clauss proved in these proceedings; and they shall be payable on an equal basis with the certificates of other series which have been or may be issued by the receivership, except insofar as the Court may, in each case, grant a preference to a particular series with regard to the property (or the proceeds from the sale of said property) improved by that series.

(c) That said Series E Certificates shall constitute a first charge upon the proceeds of the sale of said property known as Lot No. 7, Section 1, Marie Avenue, subject to the existing liens, and the proceeds of the sale of said property, after payment of said existing liens, shall be immediately applied toward the reduction of the indebtedness on said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtednesses upon receivership certificates of other series.

10. That your Petitioners believe that it is to the best interest of the receivership estate that the construction of said property be completed and that the Receivers effect a release of the existing contract from Eva L. Clark upon the repayment to her of the sum of $1,744.78, and otherwise in accordance with the terms as set forth herein.

TO THE END THEREFORE:

1. That this Honorable Court authorize your Petitioners to enter into the attached Contract and issue receivership Certificates, in accordance with the terms thereof.

And, as in duty bound, etc.

Louis M. Strauss

John Denyan, Jr.

Charles G. Page
Counsel for Receivers

J. Calvin Carney
Receivers

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

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 25th day of September 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR. 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public
Amelia H. Tubman

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of October 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared J. CALVIN CARNEY, 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 hisknowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Phyllis J. Smith, Notary Public

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

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Petitioners' Exhibit No. 1

GLEN BURNIE 189

HENRY CLAUSS

CONTRACTOR AND BUILDER

GLEN BURNIE, MD.

BUILDING CONTRACT

AGREEMENT made this Ninth day of September 19 50
by and between Miss Eva L. Clark of
CONTRACTOR, and Henry J. Clauss, OWNER.

WITNESSETH:

1. THAT the CONTRACTOR, in consideration of the payments to be made by the OWNER, hereby agrees to furnish all the materials and labor for Lot #7 50 x 174
to be erected on Marie Ave. & Ritchie Hwy., Glen Burnie, Md.
in City of A. A. County State of Maryland
according to plans and specifications hereto attached, in a good, substantial and workmanlike manner. All materials shall be subject to the inspection of the owner at all times and the CONTRACTOR upon notice shall remove and replace all defective and unfit material and work, whether complete or not at his own expense. Changes from original plans and specifications shall be agreed upon in writing by the parties hereto with the price to be paid therefor before work is begun on such changes. Unless so agreed upon, such changes will be made at the expense of the CONTRACTOR.

2. THE OWNER shall pay the CONTRACTOR for said $10,150. building complete according to plans and specifications the sum of $ 10,150. as follows:

$.....when basement walls are complete.

$.....when building is sheathed and roof complete.

$.....when carpenter work outside with rough heating and plumbing is complete and building plastered.

$.....when building is complete according to plans and specifications.

The CONTRACTOR shall furnish the OWNER waivers of lien in writing as required from time to time. The CONTRACTOR shall also carry workman's compensation insurance as may be required by law.

3. THE CONTRACTOR shall complete said building as herein required on or before ....., 194....., and if he shall fail to do so, he shall pay the OWNER by way of liquidated damages the sum of $.....per day for each day the work remains incomplete, unless the cause of delay is beyond the CONTRACTOR'S control in which case the time for completion shall be extended the actual time of such delay.

4. IT IS HEREBY AGREED that any matter arising hereunder, which cannot be mutually agreed to between the CONTRACTOR and OWNER shall be settled by reference to two indifferent persons, one to be named by each of the parties, with power for such persons to appoint an umpire in case of their disagreement; and the award of said two persons or umpire shall be final and conclusive.

5. THE CONTRACTOR AND OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF they have executed this agreement the day and year first above written.

Henry J. Clauss, Contractor.

Miss Eva L. Clark, Owner.

.....

.....

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house to be erected on Lot #7, duplicate of Lot #8
Lt. A. C. Dalworth
1 fireplace included.
$1500.00 - Contract signed $6000.00 from Belair Md. Bldg. Loan
balance upon our agreement.

Mrs Eva K. Clark
Henry J Clauss

Petitioners' Exhibit No. 2 LIBER 83 PAGE 283

RECEIVERSHIP CERTIFICATE

CLASS E

WHEREAS, The Circuit Court for Anne Arundel County in a proceeding entitled "John DeGrange et al. vs. Henry J. Clauss" (Equity Docket J.H.H. No. 14, folio 199, File No. 10154) did, on the day of October, 1951, authorize the Receivers of the estate and assets of Henry J. Clauss to issue receivership certificates in an amount not exceeding Five Thousand One Hundred Dollars ($5,100.00) which said certificates are to be secured and the proceeds held and applied in accordance with the terms and conditions of said order.

AND WHEREAS, the Receivers have received from the payee of this certificate the sum of Five Thousand One Hundred Dollars ($5,100.00) to be specially held and applied, as provided in said order, for effecting a release of existing contract of Eva L. Clark, securing Deed of the within property from her, and for the payment of improvements upon property known as Lot No. 7, Section 1, Marie Avenue, as shown on Plat of Sub-Division of Clauss property, which Plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, Anne Arundel County, State of Maryland.

NOW, THEREFORE, for value received, receipt whereof is hereby acknowledged, the Receivers do hereby promise to pay unto Belair Road Building and Loan Association, Incorporated, its successors or assigns, on or before six months from the date hereof, the sum of Five Thousand One Hundred Dollars ($5,100.00) with interest thereon at 6% per annum, payable upon maturity. This certificate shall be a charge upon the assets of the receivership as stated in the above mentioned order; but shall be binding against the Receivers only in their official capacity and shall not be collectible out of the individual estates

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of the Receivers.

WITNESS their hands and seals, this day of October, 1951.

WITNESS:

_____ _____(SEAL)
John Demyan, Jr.

_____ _____(SEAL)
J. Calvin Carney
Receivers

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TELEPHONE
PLAZA 8448

LIBER 83 PAGE 285

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY

Petitioners' Exhibit No. 3

September 14th 1951

John Demyan, Jr., Esquire
J. Calvin Carney, Esquire
Receivers of Henry J. Clauss

Gentlemen:

The undersigned, Eva L. Clark, owner of Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, State of Maryland, by virtue of a Deed to her from Henry J. Clauss dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 526, and which property is subject to a Mortgage from the undersigned, Eva L. Clark to Belair Road Building and Loan Association, Incorporated dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 528, in the sum of $8000.00 and which property is also subject to a Contract between the undersigned, Eva L. Clark and Henry J. Clauss dated September 9, 1950 with respect to construction of dwelling on said lot, hereby proposes that if you, as Receivers, pursuant to appropriate Order of Court in case entitled "John DeGrange et al vs. Henry J. Clauss" in the Circuit Court for Anne Arundel County, In Equity, No. 10154, arrange to refund to the undersigned the sum of One Thousand Seven Hundred Forty-four Dollars and Seventy-eight Cents ($1,744.78) being cash heretofore paid by the undersigned to Henry J. Clauss as follows:

Cash paid September 9, 1950	$1,500.00
Cash paid October 7, 1950	244.78
Total	$1,744.78

and secure a release from Belair Road Building and Loan Association, Incorporated of all liability of the undersigned under the personal covenants in the aforesaid Mortgage held by said Association, the undersigned will execute a Deed to said Lot No. 7, Section 1, Marie Avenue to you, as Receivers, and will release and surrender all rights in and to said property and will release and surrender all claims against Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, as Trustee and individually, in any manner arising out of said property known as Lot No. 7, Section 1, Marie Avenue, and construction

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John Demyan, Jr., Esquire
J. Calvin Carney, Esquire

thereof or the mortgage thereon, it being understood that this matter is to be submitted to the Circuit Court for Anne Arundel County, In Equity in the aforementioned case, and that upon securing said authority from said Court and upon delivery to the undersigned of the aforesaid sum of One Thousand Seven Hundred Forty-four Dollars and Seventy-eight Cents ($1,744.78) and release of personal liability under said Mortgage, the undersigned will execute said Deed and said Release.

In the event that this offer is not accepted promptly and prompt payment made in accordance with the terms hereof, this offer shall be without prejudice to the undersigned.

WITNESS:

Clinton C. Wheeler

Eva L. Clark (SEAL)
Eva L. Clark

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AGREEMENT by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers of the assets of Henry J. Clauss, under appointment by the Circuit Court for Anne Arundel County, In Equity, in Case No. 10154 entitled John DeGrange et al vs. Henry J. Clauss, parties of the first part; EVA L. CLARK, party of the second part; BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part; F. WARD DeGRANGE, surviving partner of John DeGrange and F. Ward DeGrange, Co-partners, trading as DeGrange Lumber Company, party of the fourth part; ERNEST HOSSE, JR. and ALBERT MARTINOLI, Co-partners, trading as Hosse & Martindi, parties of the fifth part; WILLIAM H. BERGER & SONS, parties of the sixth part; MARTIN A. SINSKY, party of the seventh part; and J. CALVIN CARNEY, Individually, party of the eighth part.

WHEREAS, Eva L. Clark (hereinafter sometimes referred to as Clark) is the owner of fee-simple property situate in the Fifth Election District, Anne Arundel County, State of Maryland, known as Lot No. 7, Section 1, Marie Avenue, as shown on the Plat of the sub-division of the Clauss property, which Plat is recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod No. E--9, Plat 6, and which property is fully set forth in a Deed from Henry J. Clauss to Eva L. Clark dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 526. The said Clark entered into a contract with Henry J. Clauss (hereinafter sometimes referred to as Clauss) to erect a dwelling upon said lot, at and for a total price of $10,150.00, upon which there is a balance due by Clark upon the completion of said dwelling computed as follows:

Contract price			$10,150.00
Less: Cash paid 9/9/50		1500.00	
Cash paid 10/7/50		244.78	1,744.78
			$ 8,405.22

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Balance (forwarded)	$8,405.22
Payments made by Clauss prior to 12/5/50 when he disappeared, on account of Mortgage	167.40
	$8,572.62
Less: Mortgage from Clark to Belair entire proceeds received by Clauss (if Clark assumed present balance and made payments due thereon since 12/5/50, including interest)	8,000.00
Balance due by Clark to Receivers of Clauss	$ 572.62

Therefore, in order to enable said Clauss to perform said contract Clauss pro cured a loan of $8,000.00 from Belair Road Building and Loan Association, Incorporated (hereinafter sometimes referred to as Belair) and as security therefor, Clark executed a Mortgage dated October 6, 1950, in the sum of $8000.00 recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593, folio 528, the proceeds of which were thereupon deposited under a construction trust agreement with J. Calvin Carney (hereinafter sometimes referred to as Carney) Trustee, for the purpose of making distribution of the said amount to Clauss as the construction progressed. Copies of the said Mortgage and Trust Agreement are attached as exhibits to the original Bill of Complaint in these proceedings. Prior to the institution of these proceedings, Clauss disappeared, leaving the construction work under the said contract unperformed as follows:

Install complete hardwood floors throughout house except in kitchen and bath
Complete trim work throughout the house
Asphalt tile on kitchen floor
Install kitchen units
Complete cellar entrance
Lay walks and concrete where necessary
Complete fireplace in living room
Plumbing work to be completed
Gutter and spouting
Tile bathroom, linoleum floor
Electric wiring to be completed
Complete heating system installed
Plaster walls throughout house

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Flashing and caulking completed throughout
Top soil and seeding
Painting interior

That said Receivers have received an estimate from Martin A. Sinsky, Builder (hereinafter sometimes referred to as Sinsky) to finish said work for the sum of $3,362.00. The following persons have filed Mechanic's Liens against said property, for the following amounts:

DeGrange Lumber Company	$2,592.89
Hosse and Martinoli	247.25
William H. Berger & Sons	100.00

After the disappearance of said Clauss, John Demyan, Jr. and J. Calvin Carney, (hereinafter sometimes collectively referred to as Receivers) in said proceedings in the Circuit Court for Anne Arundel County, In Equity, were appointed Receivers of the property and estate of the said Clauss. That the said Clark has offered to execute a Deed of said property to the Receivers and to surrender and release allof her rights in the aforesaid contract dated September 9, 1950 upon the repayment to her of the sum of $1,744.78, as will appear from the offer of said Clark attached hereto, marked "Petitioners' Exhibit No. 3". By an Order in the said proceedings dated October 1951, the said Court has authorized the Receivers to enter into this Contract and in order to enable them to obtain the funds necessary therefor, has authorized them to borrow the sum of $5,100.00 from Belair against Receivership Certificates to be known as Series E Certificates, which shall be payable on or before six months from the date thereof, with interest at the rate of six percent. per annum until paid; and by Paragraph 2 of said Order, it is provided that the said Series E Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds, to

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be used for the sole purpose of securing the surrender of existing contract held by said Clark dated September 9, 1950, covering said Lot No. 7, Section 1, Marie Avenue, and in improving the property situated on said lot, and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness under said Series E Certificates.

(b) The indebtedness secured by the said Series E Certificates shall, along with other Receivership Certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the receivership, and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other series which have been or may be issued by the Receivership, except insofar as the Court may in each case grant a preference to a particular Series with regard to the property (or the proceeds from the sale of said property) being improved by that Series; and except as hereinafter provided by Paragraphs d.

(c) The said Martin A. Sinsky, Builder (hereinafter sometimes referred to as Sinsky) shall forthwith complete the construction of said property for the sum of $3,362.00 as follows:

Install complete hardwood floors throughout house except in kitchen and bath
Complete trim work throughout the house
Asphalt tile on kitchen floor
Install kitchen units
Complete cellar entrance
Lay walks and concrete where necessary
Complete fireplace in living room
Plumbing work to be completed
Gutter and spouting
Tile bathroom, linoleum floor
Electric wiring to be completed
Complete heating system installed
Plaster walls throughout house
Flashing and caulking completed throughout
Top soil and seeding
Painting interior

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That said work shall be done with all reasonable dispatch in a good and workmanlike manner and the house shall be completed and ready for occupancy. Said Receivers agree to advance to said Sinsky as said work progresses, the amounts which he may require from week to week for the purpose of meeting his payroll, and the balance of said sum shall be paid upon satisfactory completion thereof and upon production of satisfactory evidence of the payment of all claims for work and materials on said job. If said Sinsky fails or refuses to complete said work as aforesaid, or fails or refuses to complete said work with reasonable dispatch in the judgment of said Receivers, said Receivers, after five days' written notice to said Sinsky, shall have the right to complete the work at the expense and risk of said Sinsky, and charge against him any sums so expended.

(d) Upon the completion of the construction work remaining to be done as aforesaid, the Receivers shall as promptly as possible sell the property for the highest price obtainable by public sale, they having first given at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, or at private sale at a sum not less than its appraised value, and as soon as may be convenient after such sale or sales, the said Receivers 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 the same; and upon obtaining the Court's ratification of the sale and the payment of the whole purchase money (and not before) the said Receivers shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her

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or their heirs, the said property free, clear and discharged from all liens and claims of the parties to this suit, complainants and defendants, and those claiming by, from or under them, or either of them. And the Receivers shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court as follows: After payment of the expenses of the sale, including commissions allowed by Law, the money in the hands of the Receivers shall be distributed in the following manner, the payments being entitled to priority in the order stated: First, the payment of the existing mortgage and Mechanic's Liens on said property, in accordance with priorities to be established by the Court in this proceeding; Second, the payment of Series E Certificates; Third, the pro rata reduction of all other outstanding indebtednesses upon Receivership Certificates of other Series; and finally, any amount remaining shall become part of the general funds of the receivership.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All the parties hereto submit themselves and the property herein described to the jurisdiction of the Circuit Court for Anne Arundel County, In Equity, in said case, and consent to the issue of the Receivership Certificates upon the terms mentioned in the Order of this Court dated October 1951.

2. Immediately after the execution of this Contract, Belair agrees to advance to the Receivers against Series E Certificates issued as provided in the foregoing Order, the sum of $5,100.00, and the Receivers shall hold said sum as a special fund and shall immediately pay unto said Clark the sum of $1744.78 in consideration of securing Release from said Clark of her entire interest in Contract dated September 9,1950, with respect

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3 E. LEXINGTON ST.
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to the purchase of property located on Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland, as aforesaid, and shall apply the same to the completion of said property as aforesaid.

3. Said Receivers shall employ Martin A. Sinsky, Builder, to complete the construction work upon the terms above set forth in the sum of $3,362.00.

4. Upon completion of the construction work hereinabove described, the aforementioned property shall be sold by the Receivers in fee-simple, free and clear of all liens, and the proceeds applied by the Receivers in accordance with the terms of the Order of this Court dated October 1951, under which the said Series E Receivership Certificates were issued.

5. DeGrange Lumber Company (hereinafter sometimes referred to as DeGrange), Ernest Hosse, Jr. and Albert Martinoli Co-partners, trading as Hosse & Martinoli (hereinafter sometimes referred to as Hosse & Martinoli) and William H. Berger & Sons (hereinafter sometimes referred to as Berger), and each of them agree to promptly file Petitions in said Receivership proceeding to determine the validity and the amount of their respective claims against Clauss which are secured by Mechanic's Liens against the aforementioned property. All parties reserve the right to contest the claim of DeGrange, Hosse and Martinoli and Berger, and each of them, for priority with respect to said Mechanic's Liens as against the Belair Mortgage, it being intended that the rights of Belair, DeGrange, Hosse and Martinoli and Berger to the said proceeds available for payment of their claims as herein provided shall be hereafter determined in this proceeding.

6. As an inducement to DeGrange, Hosse and Martinoli

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BALTIMORE 2, MD.

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and Berger and Belair to enter into this Contract, Carney agrees to purchase from DeGrange, Hosse and Martinoli, Berger and Belair any claims against Clauss which are established in the above mentioned proceeding, by them or any of them, to be liens against the said property, at a price equal to the amount of the said liens less the amount received by them respectively from the Receivers as a result of the sale of said property; and Carney shall thereupon be entitled to prove the said claims as general claims in the receivership proceedings.

7. In consideration of the payment and performance as herein provided, said Clark hereby fully and finally releases and discharges said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof, Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, as Trustee and individually, of and from any, all and every claim, action or demand which the said Clark may now have, or might or could hereafter have, in any manner whatsoever arising out of or in any manner connected with the construction of said property on Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, State of Maryland, and/or the Mortgage thereon, arising prior to the date of these presents.

8. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this Agreement.

9. This Agreement is entered into, subject to the approval thereof by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Case No. 10154, and unless this Agreement is approved by said Court the same shall not be binding upon any of the parties hereto, nor shall any of the parties be prejudiced by having entered into said agreement.

WITNESS the hands and seals of the parties hereto,

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

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this 16th day of October 1951.

WITNESS:

Amelia H. Tubman
Amelia H. Tubman

John Demyan, Jr. (SEAL)

Phyllis J. Smith
Phyllis J. Smith

J. Calvin Carney (SEAL)
Receivers

Marvin I. Anderson
Marvin I. Anderson

Eva L. Clark (SEAL)
Eva L. Clark

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis J. Smith
Phyllis J. Smith

By J. David Lassahn
J. David Lassahn, President

Michael Demyan
Michael Demyan

F. Ward DeGrange (SEAL)
Surviving partner of John De Grange and F. Ward DeGrange Co-partners trading as DeGrange Lumber Company

Ernest Hosse, Jr. and Albert Martinoli, Co-partners trading as Hosse & Martinoli

Jack C. Doney
Jack C. Doney

By Albert J. Martinoli (SEAL)
Albert J. Martinoli
William H. Berger & Sons

Phyllis J. Smith
Phyllis J. Smith

By Elmer Berger (SEAL)
Elmer Berger, Partner

Phyllis J. Smith
Phyllis J. Smith

Martin A. Sinsky (SEAL)
Martin A. Sinsky

Phyllis J. Smith
Phyllis J. Smith

J. Calvin Carney (SEAL)
Individually

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

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ORDER

Upon the aforegoing Petition, Exhibits and Affidavits of the Receivers and the consents thereto appended, it is by the Circuit Court for Anne Arundel County, In Equity, in the above--entitled case, this 19th day of October, 1951,

ADJUDGED, ORDERED AND DECREED as follows:

1. That the Receivers in this proceeding are hereby authorized to enter into the contract attached to this Petition, and which contract is hereby ratified and approved.

2. That in order to obtain the funds necessary to enable them to effect a release of the existing contract from Eva L. Clark, as set forth in the aforegoing Petition, and to pay the cost of completing the construction of said property as aforesaid, the Receivers are hereby authorized to borrow the sum of $5100.00 from Belair Road Building and Loan Association, Incorporated, against Receivership Certificates to be known as Series E Certificates, which shall be payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid.

3. That the Receivership Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of procuring the surrender of contract dated September 9, 1950 from Eva L. Clark covering Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland, and paying the cost of improving and completing said property, as set forth in said Contract, and any unexpended balance of said funds shall be returned to the lender in reduction of indebtedness upon said Series E Certificates.

Filed 19 Oct, 1951

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

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(b) The indebtedness secured by the said Series E certificates shall, along with other receivership certificates of other series issued in this proceeding, constitute a charge, subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the certificates of other Series, which have been, or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property (or the proceeds from the sale of property) improved by that series.

(c) That said Series E Certificates shall constitute a first charge upon the proceeds of sale of said property known as Lot No. 7, Section 1, Marie Avenue, subject to existing liens thereon, and the proceeds of said sale when collected, after payment of such existing liens, shall be applied immediately toward the reduction of the indebtedness of said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtednesses upon receivership certificates of other Series.

4. That said Receivers are hereby authorized to pay to the said Eva L. Clark the sum of $1,744.78 in full settlement and satisfaction of all claims under contract dated September 9, 1950, covering Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland, upon the release and surrender of all of her rights in said contract and upon conveyance by said Eva L. Clark to said Receivers of said property known as Lot No. 7, Section 1, Marie Avenue, subject to Mortgage to Belair Road Building and Loan Association, Incorporated, and subject to the other existing liens thereon, and said Receivers

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are hereby authorized to employ Martin A. Sinsky for the sum of $3,362.00, as provided in the attached Agreement, to improve and complete the construction of dwelling on said Lot No. 7, Section 1, Marie Avenue.

Benjamin Michaelson
Judge

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

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LIBER 83 PAGE 299

JOHN DEGRANGE Et Al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199
	*	Case No. 10154

* * * * * * *

Mr. Clerk:

Please file the attached receipt from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers in the sum of Five Hundred Dollars ($500.00) covering work done on property known as Lots Nos. 72, 73, 74, and 75, Block C, Plat of Baltimore Highlands, Baltimore County, Maryland.

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed 29 Oct. 1951

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

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TELEPHONE
PLAZA 6445

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J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
8TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

October 3rd, 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, the sum of Five Hundred Dollars ($500.00) in full payment of work on property known as Lots 72, 73, 74 and 75, Block C, Plat of Baltimore Highlands, Baltimore County (3015 Georgia Avenue), as per written contract.

I hereby certify that the work has been done in a proper workmanlike manner, in accordance with written contract, and that all claims for materials and labor in connection with such work have been fully paid and satisfied.

Martin A. Sinsky

Filed 29 Oct. 1951.

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JOHN DEGRANGE Et Al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 14, folio 199
	*	Case No. 10154
	*	

* * * * * * * * * *

Mr. Clerk:

Please file the attached receipt from Eva L. Clark to John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case in the sum of One thousand seven hundred forty-four Dollars and Seventy-eight Cents ($1,744.78) with respect to property known as Lot No. 7, Section 1, Marie Avenue.

John Demyan, Jr.

J. Calvin Carney

Receivers

Filed 5 Nov 1951

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

244

TELEPHONE
PLAZA 8445

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY

October 31st, 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, Equity Docket J.H.H. No. 14, folio 199, File No. 10154, the sum of One Thousand Seven Hundred forty-four Dollars and Seventy-Eight Cents ($1,744.78), in accordance with Order of Court in that case dated October 19th, 1951 , and my release with respect to Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland.

Eva L. Clark
Eva L. Clark

LIBER 83 PAGE 303

JOHN DEGRANGE Et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199
	*	Case No. 10154

* * * * * *

Mr. Clerk:

Please file the attached receipt from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers in the sum of Five hundred fifty-three Dollars and Fifty Cents ($553.50), covering work done on property known as Lot No. 8, Marie Avenue, Anne Arundel County, Maryland.

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed Nov 13 1951

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

246

TELEPHONE
PLAZA 8445

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
8TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

✓

November 9th, 1951.

RECEIVED of J. Calvin Carney, Trustee of funds under Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated August 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 584, folio 286, the sum of Five Hundred fifty-three Dollars and Fifty Cents ($553.50) in payment of the following unfinished work on property known as Lot No. 8, Marie Avenue, Anne Arundel County, State of Maryland, which work was done in accordance with the terms of Trust Agreement dated August 9, 1950, between Henry J. Clauss, J. Calvin Carney, Trustee and Belair Road Building and Loan Association, Incorporated, and which work was also done, pursuant to Order of Court dated August 31st, 1951, and passed in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, with respect to the aforementioned property:

Furnish and install hinges on back door
Refinish floors
Patch plaster
Patch stucco
Repair front steps
Test oil burner ~~and if necessary put same in good working condition~~
Replace missing medicine cabinet in bathroom
Replace missing flush tank of toilet
Replace broken windows
Ease cellar door, front door, and closet door in second floor room
Replace missing electric light fixtures in kitchen
Paint front door
Paint inside walls - 1 coat each of primer and paint
Clean lot

Said J. Calvin Carney, Trustee heretofore had remaining in his hands as such Trustee a balance of Six Hundred Ninety-five Dollars and Fifteen Cents ($695.15) from the proceeds of said Mortgage. After the expenditure of the aforesaid sum of Five hundred fifty-three Dollars and Fifty Cents ($553.50) for the aforegoing work, there still remains in the hands of such Trustee the sum of One Hundred forty-one Dollars

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and Sixty-five Cents ($141.65) which will be applied on account of said Mortgage, in accordance with said Order of Court. and Trust Agreement.

This is a receipt for the above work actually done on said property and the other recitals herein are to show the nature of the transaction.

The undersigned hereby certifies that the above work has been done in a proper and workmanlike manner, in accordance with said Order of Court and said Trust Agreement, and that all claims for materials and labor in connection with such work have been fully paid and satisfied.

Martin A. Sinsky
Builder

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	
	*	

* * * * * * *

PETITION

RE: LOT NO.1, SECTION 2, MARIE AVENUE

Petition Filed May 13, 1951

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein on January 22, 1951, which appointment, after issuance of Order of Publication, was ratified and confirmed on May 11, 1951; that said Receivers have filed their approved bond and are engaged in the performance of their duties as such Receivers.

2. That among the assets of the Receivership is property known as Lot No. 1, Section 2, Marie Avenue as shown on Plat of Sub-division of Clauss property, Section 2, Glen Burnie, Maryland, filed among the Plat Records of Anne Arundel County on September 28, 1950, improvements on which property consist of a partially constructed house; that said property is also subject to a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated September 27, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 591, folio 500, in the sum of $8000.00, on which there is a balance due of $ 8426.00 and which mortgage is very much in default and subject to foreclosure; that the proceeds of said mortgage were deposited

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

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under a Construction Trust Agreement; that said Henry J. Clauss has withdrawn the entire proceeds of said mortgage; that the following liens have been filed against said property for labor and materials:

DeGrange Lumber Company	$3,092.53
Ernest Hosse, Jr. and Albert Martinoli	193.00
William H. Berger and Sons	100.00

3. That your Receivers have been informed that there exists an alleged contract between Henry J. Clauss and Jesse Harris and Mary Harris, his wife dated August 11, 1950, a photostatic copy of which is attached hereto as part hereof marked "Petitioners' Exhibit No. 1"; that investigation discloses that a deposit as provided by said contract was not made but that only the sum of $600.00 was paid and the difference of $385.00 represented allowances to be given by said seller to said purchasers as follows: cleaning lot - $100.00, painting exterior - $285.00; that investigation further discloses that in all probability the contract was signed at a time other than the date thereof; that no plans and specifications were attached to said contract nor to the construction trust agreement aforesaid, nor were any plans and specifications filed with the Building Engineer's Office for Anne Arundel County; that records prepared by the bookkeeper of said Henry J. Clauss indicate that the following amount is due by the purchasers in said transaction upon the completion of said house:

Contract price	$10,785.00
Open staircase - extra (*)	150.00
Full dormer in back - extra (*)	350.00
	$11,285.00
Payments made by Clauss to Belair on account of mtge. for which he was to be reimbursed by Harris(*)	345.08
	$11,630.08
Less Cash 8/11/50	600.00
Balance due	$11,030.08

that said purchasers deny that said amount is due as they dispute liability for those items which are indicated by (*);

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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that in view of the facts and circumstances, it is impossible for your Receivers to determine the kind and type of house which was intended to be constructed by said Henry J. Clauss for the purchasers or the amount due thereon upon completion, that said contract is too indefinite and uncertain to be succeptible of specific performance and to inform your Receivers as to what should be done thereunder, or the respective rights of the parties thereunder; that your Receivers over a period of months have been attempting to negotiate a settlement of said matter with the said purchasers without success, and have offered to said purchasers the sum of $600.00 actually paid by them in consideration of the surrender of all of their alleged rights to said contract without success; that said purchasers recently retained counsel with whom your Receivers and counsel for Receivers have had a conference; that at said conference counsel for said purchasers agreed to recommend that the purchasers accept payment from your Receivers of the sum of $600.00, being the amount actually paid under said contract, in consideration of the surrender and relinquishment by said purchasers of all of their rights under said contract; that said attorney for purchasers invited said purchasers to confer with him about the matter, and after considerable delay said purchasers have conferred with their said attorney but have proceeded in such a way that indicates the utter inability to settle this matter by negotiation and is merely a continuation of the attitude of the purchasers of about one year past; that the matter requires prompt attention as application may be made by the holder of said mortgage and said lien holders for authority to enforce their said mortgage and liens to the great damage and detriment of the Estate; that upon payment by your Receivers to said purchasers of the sum of $600.00, being the amount paid by said purchasers under said contract, all rights, if any, of said purchasers under said contract should be terminated or if the purchasers fail to so agree, then this Court should enter an Order terminating the rights of said purchasers

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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in and to said property and permitting said purchasers to file a general creditors' claim herein for the sum of $600.00 paid as aforesaid.

WHEREFORE, your Receivers pray that this Honorable Court may pass an appropriate Order in the premises.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 25th day of September, 1951, before me, the subscriber, a Notary Public, in and for the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr. and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Notary Public
Amelia H. Tubman

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of November, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared J. Calvin Carney, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Notary Public PHYLLIS J. SMITH

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

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LIBER 1 83 PAGE 310

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

PETITIONERS' EXHIBIT NO. 1

This Agreement of Sale, made this 11 day of August nineteen hundred and Fifty, between Henry J. Clauss Seller, and Jesse Harris and Mary Harris, 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, Maryland and known as Lot No.1, Section 2, Marie, Ave.

at and for the price of Ten Thousand, Seven Hundred Eight Five ..... Dollars ($ 10,785.00)

of which Nine Hundred Eighty Five ..... Dollars ($ 985.00)

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

Cash at time of settlement, at which time, within six months; it is understood that the Purchaser expects to secure a G.I. Loan to finance the balance of the purchase price, and, if this is not obtainable, the Contract is off and the deposit will be returned.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

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

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

WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE (SEAL)
Kenneth J. Beaumegain	Henry J. Clauss (SEAL)
WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE
Kenneth J. Beaumegain	Jesse Harris (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE
	(SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10154
	*	

* * * * *

ORDER

Upon the aforegoing Petition, Affidavits and Exhibit, it is this 13th day of November, 1951, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case,

ORDERED, ADJUDGED and DECREED as follows:

1. That all alleged rights of Jesse Harris and Mary Harris, his wife in and to the property known as Lot No. 1, Section 2, Marie Avenue as shown on Plat of Sub-division of Clauss property, Section 2, Glen Burnie, Maryland, filed among the Plat Records of Anne Arundel County on September 28, 1950 and improvements thereon, pursuant to alleged contract dated August 11, 1950 between Henry J. Clauss and Jesse Harris and Mary Harris, his wife be and the same are hereby terminated; that said Jesse Harris and Mary Harris, his wife are hereby permitted within thirty (30) days from the date hereof to file their claim for $600.00 as general creditors in these proceedings; that John Demyan, Jr. and J. Calvin Carney, Receivers herein be and they are hereby authorized to handle and deal with said property known as Lot No. 1, Section 2, Marie Avenue as aforesaid, as if said Jesse Harris and Mary Harris, his wife were not the holders of said alleged contract dated August 11, 1950 and free and clear from all alleged rights under said contract, all unless cause to the contrary be shown on or before the 3d day of December, 1951, provided a copy of

Filed Nov. 13, 1951

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

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this Petition and Order be served upon said Jesse Harris and Mary Harris, his wife, or either of them, on or before the 24th day of November 1951, through the Sheriff's Office of Anne Arundel County or Baltimore City or by registered mail on or before the 24th day of November, 1951.

Benjamin Michaelson
Judge

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

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LIBER 83 PAGE 313

JOHN DE GRANGE Et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS et al	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * * * *

Filed Nov. 19, 1951

Mr. Clerk:

Please file the attached Receipt from John R. Burl and Katherine G. Burl, his wife to John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case for the sum of Nine hundred eight Dollars and Ten Cents ($908.10) with respect to property located on Fort Smallwood Road, Anne Arundel County, Maryland.

John Demyan, Jr.

J. Calvin Carney
Receivers

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

256

TELEPHONE
PLAZA 8445

LIBER 83 PAGE 314

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY

Filed Nov 19 "1951

November 17th, 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, Equity Docket J.H.H. No. 14, folio 199, File No. 10154, the sum of Nine Hundred Eight Dollars and Ten Cents ($908.10), in accordance with Order of Court in that case dated October 19th, 1951 with respect to property located on northeast side of Fort Smallwood Road, Anne Arundel County, Maryland.

John R. Burl
John R. Burl

Katherine G. Burl
Catherine G. Burl

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JOHN De GRANGE, ET AL	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	*	NO. 10,154 EQUITY

* * * * *

ANSWER OF JESSE HARRIS AND MARY HARRIS, HIS WIFE, TO RECEIVERS' PETITION AND TO ORDER OF NOVEMBER 13, 1951

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Jesse Harris and Mary Harris, his wife, by Noah A. Hillman, their Solicitor, to the Receivers' Petition in this Court against them and to the Order of Court thereon, respectfully shows:

1. That they admit the allegations of paragraph No. 1 of the Petition.

2. That for Answer to paragraph No. 2 they say:

(a) They admit the allegation concerning the property and its incomplete construction.

(b) They neither admit nor deny the allegation concerning the mortgage or the balance claimed to be due.

(c) They deny that the mortgage is subject to foreclosure, without further proceedings in this cause.

(d) They have no knowledge of proceeds of mortgage and hence cannot answer.

(e) They have no knowledge of what Henry J. Clauss did with proceeds of said mortgage and so cannot answer this.

(f) That the filing of liens, as alleged, being a matter of record they do not deny the same but reserve the right to question their effectiveness.

3. That in answer to paragraph No. 3 of the Petition these Defendants show:

SERVICE OF COPY ADMITTED
November 30 1951
Louis M. Strauss
ATTORNEY FOR Petitioners

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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(a) There is a contract, not an alleged contract between them and Henry J. Clauss and that the deposit of nine hundred eighty-five ($ 985.00) dollars, provided by said contract, was duly made by agreement with said Henry J. Clauss to pay him six hundred ($ 600.00) dollars in cash and to pay for the cleaning of the lot and painting, three hundred eighty-five ($ 385.00) dollars.

(b) They do not know what investigation Receivers made but they deny the contract was not signed on the date thereof and call for strict proof of this allegation.

(c) That plans and specifications were known to the parties to the contract; that this house (except as noted herein) was no different than the other houses which the Receivers know about; that the house is practically completed with the exception of the furnace, septic tank, plumbing, etc., the plastering, floors and trim-work being completed.

(d) That they are not bound by records kept by the bookkeeper of Henry J. Clauss who left this community for someplace unknown and under quite suspicious circumstances and they say that the figures alleged to be in the Clauss books are incorrect in several respects.

(e) The contract price is correct but the open stairway ($ 150.00) and the full dormer in back ($ 350.00) are not extras but were agreed upon between the parties to the contract. And the said Henry J. Clauss well knows it.

(f) That they have nothing to do with or any knowledge of the bookkeeping entry of three hundred forty-five dollars and eight cents ($ 345.08).

(g) It is not impossible to determine the kind and type of house, as alleged, for the reason that the kind and type of house is already erected and the Receivers have but to put in those things which are in the other houses of a similar kind plus the open stairway and the full dormer in the back but for reasons not known to these Respondents the Receivers refuse to.

(h) That the contract is definite and certain eough to be capable of specific performance and these Respondents desire that same be specifically performed.

(i) There were negotiations, somewhat as alleged, but the Receivers and these Respondents have never been able to get together on an agreement for settlement.

(j) The payment by the Receivers to these Respondents of the sum of six hundred ($ 600.00), which the Receivers say they desire to pay, should not terminate all of their rights, under the contract when it is apparent even in their Petition that there is nine hundred eighty-five ($ 985.00) dollars involved; the lot was cleaned and the exterior of the building was painted by these Respondents in accordance with the agreement with the builder as orally amended.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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(k) And finally they should not have to be placed in the position, as suggested by the Receivers, of filing a creditors claim for either six hundred ($ 600.00) dollars or nine hundred eighty-five ($ 985.00) dollars.

4. Further answering said Petition and the Order of November 13, 1951, thereon, they show that the property which is the subject of the Petition can be completed with a minimum of trouble for the Receivers and that the same should be done at once; that they need only to follow the general plans and specifications for completion; that the other dwellings in the group have and this the Receivers well know; that the only basic change to be made is the open stairway and the full dormer in back but without charging for these as extras; that the failure on the part of Henry J. Clauss to complete his agreement was a breach thereof and the purchasers should not be placed in a position of losing anything thereby.

WHEREFORE, having answered the Petition and the Order to show cause, these Respondents pray to be dismissed, with costs.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Respondents

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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JOHN DeGRANGE Et Al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * *

PETITION AND REPORT OF SALE

RE: LOT NO. 11, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully show:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered on their duties as such Receivers.

2. That among the assets of the Estate is the fee simple unimproved property known as Lot No. 11, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6 owned by the said Henry J. Clauss; being part of the property described in a Deed from John R. Corkran and Dorothea E. Corkran, his wife to him dated March 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 158; being also part of the property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated January 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 555, folio 404.

Filed 26 day, 1951.

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

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3. That said property is subject to the following specific liens against the same:

(a) Aforesaid Mortgage held by Belair Road Building and Loan Association, Incorporated, covering this unimproved lot and four other unimproved lots, on which there is due approx. $1,500.00

(b) Mechanic's Lien claim of Fred Wiseman trading as Wiseman Contracting Co. against this and ten other lots in the total sum of $1,040.00, which claim your Receivers believe to be invalid, but apportioned against this lot would amount to less than 100.00

4. That the adjoining property known as Lot No. 10, Marie Avenue, was subject to a 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, which Mortgage was assigned to Blanchard D. Carney, Assignee for the purpose of foreclosure, and which Mortgage, with the approval of this Court in this case, was foreclosed and said property bought in at the public auction sale by Belair Road Building and Loan Association, Incorporated, Mortgagee; that the amount derived from the sale of said property at said public auction sale was insufficient to pay the mortgage and lien claims in full, as will appear from the Auditor's Account now pending in said foreclosure case in this Court; that said Belair Road Building and Loan Association, Incorporated, after payment of all claims and costs of said foreclosure case and expenses incident to said sale, has agreed (although it is under no legal obligation to do so) to apply the surplus, if any, arising from the said sale of said lot No. 10, Marie Avenue and improvements thereon, in its discretion, against other mortgage claims held by it under mortgages against any other properties of the said Henry J. Clauss.

5. That Henry J. Amon and Mildred V. Amon, his wife purchasers of the property known as Lot No. 10 and improvements,

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

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Marie Avenue from the said Belair Road Building and Loan Association, Incorporated have informed said Association that the septic tank and appurtenances in connection with the improvements located on Lot No. 10, Marie Avenue are located almost wholly on Lot No. 11, Marie Avenue, and that by reason of the location of said septic tank and appurtenances the stationary wash trays in the property on Lot No. 10, Marie Avenue are not usable; that said purchasers have made claim against the said Belair Road Building and Loan Association, Incorporated for an abatement in the purchase price by reason of the cost of re-locating said septic tank and appurtenances and correcting said stationary wash tray situation; that said purchasers contend it will cost in excess of Six Hundred Dollars ($600.00) to re-locate said septic tank and appurtenances in the rear of the house located on Lot No. 10, Marie Avenue.

6. That your Receivers believe that said purchasers have a just claim in said matter and that said claim should be adjusted; that said claim could be adjusted by an allowance of a proper amount to said purchasers, or by one of the two following ways:

(a) By the conveyance to the said purchasers by the Receivers, without consideration, of a sufficient portion of said property known as Lot No. 11, Marie Avenue, to include said septic tank and appurtenances, which would cut down the size of said unimproved lot to such an extent that the remainder of said property would have no saleable value.

(b) By the sale by your Receivers to Henry J. Amon and Mildred V. Amon, his wife, purchasers of Lot No. 10 and improvements, Marie Avenue, of unimproved lot No. 11, Marie Avenue for the current market value of said unimproved lot, less a proper allowance to the purchasers in reduction of said purchase price, by reason of the faulty location of the septic

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tank and appurtenances on Lot No. 11, Marie Avenue which would allow the septic tank and appurtenances to remain on Lot No. 11 Marie Avenue temporarily and which would allow a prompt settlement of the purchase of Lot No. 10 and improvements, Marie Avenue, and permit the purchasers to remove such septic tank, etc. if desirable, at some future date from Lot No. 11 to Lot No. 10 at the purchasers' own expense; that said purchasers have agreed to purchase said unimproved lot No. 11, Marie Avenue from your Receivers for the cash sum of One thousand Dollars ($1,000.00) which your Receivers believe to be the present cash market value of said lot, less an allowance of Five Hundred Dollars ($500.00) by reason of the improper location of said septic tank, etc., or a net price to said purchasers of the sum of Five hundred Dollars ($500.00).

7. That your Receivers have been endeavoring to sell said unimproved Lot No. 11, Marie Avenue and other unimproved lots comprising this Estate at private sale, for the highest price obtainable; that subject to the approval of this Court, your Receivers have entered into a contract dated November 30th, 1951, with said Henry J. Amon and Mildred V. Amon, his wife, whereby your Receivers sold to the said Henry J. Amon and Mildred V. Amon, his wife and the said Henry J. Amon and Mildred V. Amon, his wife agreed to purchase from your Receivers the fee simple unimproved property known as Lot No. 11, Marie Avenue, as aforesaid, for the sum of One Thousand Dollars ($1000.00), less an allowance of Five hundred Dollars ($500.00) by reason of the faulty location of the septic tank and appurtenances, or a net purchase price of Five hundred Dollars ($500.00), as per Contract attached hereto as part hereof, marked Petitioners' Exhibit No. 1, cash upon ratification of said sale by this Court.

8. That your Receivers believe it is necessary to sell the aforesaid lot No. 11, Marie Avenue, to liquidate the

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affairs of the said Henry J. Clauss and pay the mortgage claims against the Estate of said Henry J. Clauss and other claims against this property and other properties constituting the Estate, and settle the aforesaid controversy with reference to the location of said septic tank and appurtenances; that your Receivers believe this sale of property known as Lot No. 11, Marie Avenue, is advantageous to said Estate, was fairly made and for the most money to be obtained therefor.

9. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland, certifying as to the value of said unimproved fee simple property known as Lot No. 11, Marie Avenue.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 19 day of December 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the matters andfacts set forth in the aforegoing Petition and 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.

Phyllis J. Smith
Notary Public

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CERTIFICATE

We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple unimproved property known as Lot No. 11, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6; that we are familiar with the value of this property and other property in the vicinity thereof; that we are of the opinion that the sum of One thousand Dollars ($1000.00) less the sum of Five Hundred Dollars ($500.00) allowance by reason of the location of said septic tank and appurtenances on said Lot No. 11, Marie Avenue, or the net sum of Five hundred Dollars ($500.00), represents the fair market value of said Lot No. 11, Marie Avenue at this time with the septic tank and appurtenances of Lot No. 10, Marie Avenue thereon, and we believe that said sale of said property will be beneficial to the Estate; and we recommend to this Court that this Court ratify said Sale after the issuance of the usual Order Nisi thereon.

Herbert F. Engelhardt

Herbert F. Engelhardt

Edward N. C. Bradley

Edward N. C. Bradley

Filed 26 Dec., 1951

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STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 19th day of December 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Bean
Notary Public Mildred F. Bean

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 18 day of December 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public
Phyllis J. Smith

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

This Agreement of Sale, made this 30th day of November nineteen hundred and fifty-one, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned Seller, and Henry J. Amon and Mildred V. Amon, 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 the Fifth Election District, Anne Arundel County, State of Maryland, in fee simple, known and designated as Lot No. 11, Marie Avenue, on Plat of the Subdivision of the Clauss property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat No. 6 (dimensions of said lot 50' x 174') which lot is unimproved; subject to septic tank and appurtenances thereon and therein belonging to and used in connection with house on Lot No. 10, Marie Avenue,

Filed 26 Dec., 1951.

at and for the price of One Thousand ($1000.00) Dollars, Five Hundred Dollars ($500.00) being an allowance by reason of existence ~~Dollars ($xxxxxxxx)~~ of said septic tank and appurtenances in and on said Lot No. 11, Marie ~~of which~~ Avenue and used by the house on adjoining ~~Dollars ($xxxxxxxx)~~ Lot No. 10, Marie Avenue ~~have been paid prior to the signing hereof~~, and the balance to be paid as follows: the balance of Five Hundred Dollars ($500.00) upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, case no. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel County Sanitary Commission chges. against said property to be apportioned or adjusted as of date of settlement; ~~OTHER CHARGES~~ 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. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

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

P. Lyell Smith
WITNESS—AS TO SELLER'S SIGNATURE

As to all Signatures
WITNESS—AS TO SELLER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE

John Demyan, Jr. (SEAL)
SELLER'S SIGNATURE

J. Calvin Carney, Receivers (SEAL)
SELLER'S SIGNATURE

Henry J. Amon (SEAL)
BUYER'S SIGNATURE

Mildred V. Amon (SEAL)
BUYER'S SIGNATURE

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JOHN DEGRANGE Et Al	*	IN THE
Vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 10, folio 199 Case No. 10154

* * * *

ORDER

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits and Contract to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, in the above-entitled case, this 26th day of December, 1951,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property known as Lot No. 11, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, be sold at private sale by John Demyan, Jr. and J. Calvin Carney, Receivers herein, for the highest price obtainable, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Henry J. Amon and Mildred V. Amon, his wife of the said fee simple unimproved property known as Lot No. 11, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6 for the sum of One thousand Dollars ($1000.00), less an allowance of five hundred Dollars ($500.00) as set forth in said Petition and Report of Sale, or a net sum of five hundred Dollars ($500.00) be and the same is hereby approved, ratified

Filed 26 Dec., 1951

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and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof; and upon entry of the final Order of ratification herein and upon payment in full by the said Henry J. Amon and Mildred V. Amon, his wife of the aforesaid net purchase price of said Five hundred Dollars ($500.00), said Receivers shall convey said fee simple unimproved property by a good and marketable title to the said Henry J. Amon and Mildred V. Amon, his wife, free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds of said sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson

Judge.

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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JOHN DEGRANGE Et Al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * * * * *

ORDERED, Upon the aforegoing Petition and Report of Sale of property in fee simple known as Lot No. 11, Marie Avenue mentioned in these proceedings, made to Henry J. Amon and Mildred V. Amon, his wife and reported by John Demyan, Jr, and J. Calvin Carney, Receivers herein, that said sale be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4 day of February, 1952, provided a copy of this Order be inserted in some weekly newspaper, printed in Anne Arundel County, once in each of three successive weeks before the 4 day of February, 1952.

The report states the net sale to be Five Hundred Dollars ($500.00).

John H. Hopkins, 3rd, Clerk

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 13th day of February, 1952, That the private sale made and reported by said Receivers as 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 Order Nisi passed in said case; and said Receivers are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the Auditor.

Benjamin Nicholson
R. J.

Filed 26 Dec., 1951

Filed 13 Feb., 1952

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * *

PETITION RE: PROPERTY OF WILLIAM H. WINGATE and EDNA V. WINGATE, his wife -- LOTS NOS. 72, 73, 74, and 75, BALTIMORE HIGHLANDS, BALTIMORE COUNTY (3015 GEORGIA AVENUE)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That pursuant to Order of this Court dated August 2nd, 1951, your Receivers were authorized to borrow the sum of $600.00 on Receivership Certificate from Belair Road Building and Loan Association, Incorporated to complete the construction of property known as Lots Nos. 72, 73, 74 and 75, Baltimore Highlands, Baltimore County (3015 Georgia Avenue); that said property has now been completed.

2. That your Receivers have collected the following sum from William H. Wingate and Edna V. Wingate, his wife:

Balance due, as per contract	$1904.64
Sidewalks - extra	200.00
Total	$2104.64

and have paid thereout the following items:

Martin A. Sinsky - completion of property, as per Order of Court	$500.00	
Refund to Belair Road Building & Loan Association, Incorporated amount borrowed on Receivership Certificate, plus interest	613.50	1113.50
Balance in hand		$ 991.14

3. That pursuant to Agreement and Order of Court in this matter, said William H. Wingate and Edna V. Wingate, his

Filed 2 Jan., 1952

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wife agreed to pay the full balance due on the mortgage held by Belair Road Building and Loan Association, Incorporated on said property.

4. That it was also provided by said Agreement and Order of Court that there were to be discharged against said property all liens held against said property; that the following persons have filed the following liens against said property:

DeGrange Lumber Co.- Mechanic's Lien materials furnished	$1856.40
William H. Berger & Sons - Mechanic's Lien labor and materials furnished	625.00
W. A. Ohler & Sons -- Mechanic's Lien labor and materials furnished	400.00

5. That the balance in hand is insufficient to pay and discharge the above lien claims; that your Receivers are advised that the validity and amount of said claims should be heard and determined by this Court and payment of said claims thereby provided, pursuant to order of this Court.

WHEREFORE, your Petitioners pray that this matter may be heard and determined in open Court.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 2d day of January, 1952,

ORDERED, That the validity and the amount of the following lien claims:

DeGrange Lumber Co - Mechanic's Lien for materials furnished	$1856.40
William H. Berger & Sons - Mechanic's Lien for labor and materials furnished	625.00
W. A. Ohler & Sons - Mechanic's Lien for labor and materials furnished	400.00

against the property known as Lots Nos. 72, 73, 74 and 75, Baltimore Highlands, Baltimore County (3015 Georgia Avenue) shall be set for hearing in open Court on Saturday, January 5, 1952, at 10:00 A.M., and

IT IS FURTHER ORDERED, that a copy of this Petition and Order be mailed to counsel for the above lien claimants.

Benjamin Michaelson
Judge.

Filed 2 Jan., 1952.

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3 E. LEXINGTON ST.
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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	File No. 10154

* * * * *

PETITION RE: LOT NO. 8 AND IMPROVEMENTS MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That pursuant to Order of this Court dated August 31, 1951, your Receivers sold property known as Lot No. 8 and improvements, Marie Avenue to John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife for the sum of Ten Thousand Nine hundred sixty-eight Dollars ($10,968.00), which sale has been duly reported to and finally ratified and confirmed by this Court; that said purchasers have made settlement for said property, in accordance with the terms of said Contract and Order of this Court, said property having been sold by your Re-- ceivers free and clear of all liens and claims.

2. That the amount received by your Receivers from the sale of said property was as follows:

Purchase price		$10,968.00
A.A. Co. Sanitary chge.($12.50)pd. to 12/31/51		1.05
		$10,969.05
Less: 1/2 U.S. Rev.& State Stamps	12.10	
Water Service	2.00	14.10
		$10,954.95

3. That the following persons have filed the follow- ing claims against said property:

Belair Road Building & Loan Association, Incorporated -- balance due on mortgage $7169.36

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Filed 2 Jan., 1952

Z 75

DeGrange Lumber Co. -- Mechanic's Lien for materials furnished	$3008.30
William H. Berger & Sons - Mechanic's Lien for labor and materials furnished	625.00
Hosse & Martinoli - Mechanic's Lien for labor and materials furnished	115.00
Frederick Wiseman trading as Wiseman Contracting Co. - Mechanic's Lien for labor and materials furnished (lien also against other lots)	1040.00

4. That the validity and priority of said claims should be established and provision made for payment thereof.

WHEREFORE, your Petitioners pray that this Court may pass an appropriate Order in the premises.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

LAW OFFICES
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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 File No. 10154

* * * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 2d day of January, 1952,

ORDERED, That the validity and priority of the claims of the following persons:

Belair Road Building & Loan Association, Incorporated - balance due on mortgage	$7169.36
DeGrange Lumber Co. - Mechanic's Lien for materials furnished	3008.30
William H. Berger & Sons - Mechanic's Lien for labor and materials furnished	625.00
Hosse & Martinoli - Mechanic's Lien for labor and materials furnished	115.00
Frederick Wiseman trading as Wiseman Contracting Co. - Mechanic's Lien for labor and materials furnished (lien also against other lots)	1040.00

against the property known as Lot No. 8 and improvements, Marie Avenue be and the same is hereby set for hearing in open Court on Saturday, January 5th, 1952, at 10:00 A.M., and

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the above claimants.

Benjamin Michaelson
Judge.

Filed 2 Jan., 1952.

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LIBER 83 PAGE 335

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * *

PETITION RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That pursuant to Agreement and Order of Court dated October 19, 1951 with respect to property located on Fort Smallwood Road, Anne Arundel County, John R. Burl and Katherine G. Burl, his wife agreed to assume and pay mortgage on said property to Belair Road Building and Loan Association, Incorporated; that said settlement also provided for the payment by your Receivers to said John R. Burl and Katherine G. Burl, his wife of the net sum of $908.10, being amount due by said Receivers to John R. Burl and wife in lieu of completion of said property of $3625.00, less amount due by John R. Burl and wife to your Receivers as per contract, of $2716.90.

2. That said Order of Court further provided that the liens against said property heretofore filed should be paid and discharged as provided therein; that the following lien claims have been filed against said property:

DeGrange Lumber Co. - Mechanic's Lien for materials furnished	4182. $4833.00
Hosse & Martinoli - Mechanic's Lien for labor and materials furnished	393.60 × 291.30
William H. Berger & Sons - Mechanic's Lien for labor and materials furnished	100.00

Filed 2 Jan., 1952

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3. That your Receivers are advised that the validity and amount of the above claims should be determimed by this Court.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open Court.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

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LIBER 83 PAGE 337

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 2d day of January, 1952,

ORDERED, That the validity and the amounts of the following claims:

DeGrange Lumber Co. - Mechanic's Lien for materials furnished	$4183 ~~$4813~~.00
Hosse & Martinoli - Mechanic's Lien for labor and materials furnished	393.60
William H. Berger & Sons - Mechanic's Lien for labor and materials furnished	100.00

filed against property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, be and the same are hereby set for hearing in open court on Saturday, January 5, 1952, at 10:00 A.M., and

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the above lien claimants.

Benjamin Michaelson
Judge.

Filed 2 Jan., 1952

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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JOHN DEGRANGE AND F. WARD DEGRANGE, Co-Partners, t/a DeGrange Lumber Co. and BELAIR ROAD BUILDING & LOAN ASSO., INC.	:	IN
	:	THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
HENRY J. CLAUSS	:	No. 10,154 Equity
	:	

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

TESTIMONY

January 5, 1952

Filed 10 Jan., 1952

Before Honorable Benjamin Michaelson, Associate Judge.

Present:

Mr. J. Calvin Carney,)
Mr. John Demyan, Jr.,) Receivers.

Mr. Charles G. Page,)
Mr. Louis M. Strauss,) Attorneys for Receivers.

Mr. Jack C. Doney, Attorney for Hosse & Martinoli, Claimant.

Mr. Herbert E. Witz, Attorney for William H. Berger & Sons, Claimant.

Mr. Samuel Schenker, Attorney for Frederick Wiseman, Claimant.

Witnesses:

J. Calvin Carney, pages 2, 3.
F. Ward DeGrange, pages 3, 4, 5.
Elmer Wm. Berger, pages 5, 6.
J. Calvin Carney, pages 7, 8, 9, 10.
F. Ward DeGrange, pages 10, 11, 12.
Elmer W. Berger, pages 12, 13.
Albert Martinoli, pages 13, 14, 15.
Frederick Wiseman, pages 15, 16.
Mr. Englehart, page 16.
J. Calvin Carney, pages 16, 17, 18.
F. Ward DeGrange, pages 18,19.
Albert Martinoli, pages 19, 20, 21.
Elmer Berger, pages 21, 22.

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J. Calvin Carney, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Page)

1. You are one of the receiver in this case?

A. I am.

2. Tell us about the present state of the Wingate property which is one of the properties involved in your proceedings?

A. The Wingate property located at 3015 Georgia Avenue, Baltimore Highlands, titled in the name of Wingate and wife, Clauss had a contract to construct a house for the Wingates on that property. He failed to finish the job, and got the entire proceeds for the construction, of the construction mortgage, and failed to pay and discharge certain liens for labor and materials against the property. Under order of this Court, dated August 2, 1951, the receivers borrowed sufficient money to finish the property; the receivers have finished the property, through Martin A. Sinsky, Contractor; they have paid Sinsky $2500.00, the contract price, doing the work in accordance with the order of Court; they have paid Belair $613.50 in reimbursement of loan for $600100, plus interest, $13.50, a total disbursed of $1113.50, which items have been paid. The receivers have collected from Wingate and wife $2104.64 being the balance due in full by Wingate and wife as per contract and order of this Court. The receivers now have in hand net out of that property $1591.14. There have been filed in the record the following liens against Clauss and against the Wingate property: DeGrange, $1556.40, correction $1856.40, William H. Berger and Sons, $625.00, Hosse & Martinoli, $400.00. We made an investigation of these liens, subject to proper proof before His Honor. We believe that the DeGrange claim is eligible for payment as a lien creditor of this property for the amount of $1856.40, and further for the amount of $625.00 to William H. Berger, but we do not believe Martinoli's claim should be allowed because it was filed too late, but that it should have the capacity as a general creditor's claim against the estate. There will be insufficient moneys in the hands of the receivers to pay these liens in full.

In accordance with the agreement filed in this case and the order of Court the receivers have a right to pay what they have on account of the liens; the deficiency will be purchased by me and I will take an assignment of claims to that extent, and I would like a general creditor's claim in the proceedings for the amount advanced by me.

3. The description of those lots was what?

A. The record description as shown by these proceedings is Lots Nos. 72, 73, 74, 75, Baltimore Highlands, known as 3015 Georgia Avenue. The property is located in Baltimore County. I would like to say that I sent the three lien claimants a copy of the petition and order of Court setting this case for hearing today so that they have had notice of this hearing and an opportunity to present their claims.

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F. Ward DeGrange, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Your full name, sir?

A. F. Ward DeGrange.

2. You are the co-partner and surviving partner of DeGrange Lumber Company?

A. I am.

3. Are you familiar with materials supplied to Henry J. Clauss and William H. Wingate and Edna E. Wingate property located 3015 Georgia Avenue, Baltimore Highlands, Baltimore County, Md.?

A. Yes I am.

4. Did your company supply materials to the, for the construction of a 1½ story block construction stucco house there?

A. We did.

5. You have personal knowledge of that account?

A. Yes I have.

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6. I hand you a notice of a Mechanics' and Materialman's Lien, directed to Mr. William H. Wingate and Mrs. Edna V. Wingate, 3015 Georgia Avenue, Baltimore Highlands, Baltimore County, Maryland, and ask you whether or not this is the lien which you have filed in Baltimore County?

A. That's it; that's the lien.

7. It is filed among Baltimore County Records in Liber J.W.S. #2, folio 379?

A. That's right.

8. Have you looked at this lien and the items listed thereon?

A. Yes I have.

9. Do they fairly represent all the materials supplied by you in connection with construction of a house on the lots you have mentioned?

A. They do.

10. Do the dates fairly represent the dates on which they were delivered?

A. They do.

11. Are the prices the contracted prices and the market prices as of the date of delivery?

A. They are.

12. And the balance due on said claim at the time you filed it was what?

A. $1856.40.

13. Has any amount of that been paid?

A. None of it.

14. Did you personally serve notice ~~following the~~ of the filing of the Mechanics' Lien on Mr. and Mrs. Wingate?

A. Yes.

15. Where and when did you serve that notice?

A. The lien sheets, a copy of the Mechanics' Lien, representing an itemized statement of all the materials, were delivered individually to Mr. and Mrs. Wingate and a copy of the notice was attached to the house.

16. Is this a copy of the notice?

A. That is a copy of the notice.

(COPY OF NOTICE OF MECHANIC'S & MATERIALMAN'S LIEN MARKED RECEIVERS' EXHIBIT WINGATE CLAIM, 1/AND FILED HEREWITH)

17. For the record, Mr. DeGrange, will you tell us when the first delivery was made and when the last delivery was made to these premises in connection with the lien.

A. The first delivery was made on July 11, 1950 and the last delivery was made on November 2, 1950.

18. When was your notice of intention filed and the lien served?

A. Notice of intention to file the lien was served December 20, 1950.

Mr. Strauss: May it please the Court, the original lien we filed was in Baltimore County. I understand the Receivers want to stipulate it was filed December 30, 1950. That is when all the liens were filed in the case here and in Baltimore County. The original lien is up in Baltimore County and we filed an exact copy of the lien and notice. With the Court's permission, we can bring the original down;for the purposes of this hearing, we have the copy. We will send for the original.

Court: The original is available, is it?

Mr. Strauss: Yes sir.

Court: I will let you file it.

Mr. Strauss: May the record show we asked leave to file the original lien as a claim from Baltimore County and that it be marked RECEIVERS' EXHIBIT No. 2 IN THE WINGATE CLAIM.

****

Elmer William Berger, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Whitz)

1. State your full name.

A. Elmer William Berger.

2. You are a partner in William H. Berger & Sons?

A. I am.

3. Are you familiar with the lien which your firm filed against the property of William Wingate and wife at Baltimore Highlands?

A. Yes.

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4. Did you on February 2, 1951 serve the original of this notice on Mr. and Mrs. Wingate of your intentions to file a lien?

A. I did.

5. Is that a copy of that notice?

A. Yes.

6. Subsequent to that notice did you file a lien in the Circuit Court for Baltimore County?

A. Yes.

Mr. Whitz: Your Honor, we filed the original of that lien with the papers in this case.

7. I hand you this and ask you if this is the copy of the lien that you filed?

A. Yes it is.

8. Will you tell the Court whether or not the material furnished and labor furnished by you presented in this claim is correct?

A. Correct.

9. Do you know that of your personal knowledge?

A. Yes sir.

10. When was the date the work was completed, the installation of the heating system?

A. The installation of the heating system was completed approximately December 12.

11. Of what year?

A. 1950.

12. What is the amount you claim to be due?

A. $625.00.

13. Was the work completed in accordance with your contract?

A. It was.

Mr. Whitz: We would like to offer the original which is filed in the case here as an exhibit in the Wingate claim. MARKED RECEIVERS' EXHIBIT NO. 3.

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Court: Who represents the Ohler claim?

Mr. Carney: I would like to take the stand with respect to that claim. With reference to the claim of Walter C. Ohler and Ivan W. Ohler, t/a W. A. Ohler & Sons, that claim is represented by Louis M. Riehl, attorney, to whom I sent notice of this hearing today. I have in my hand the original notice allegedly sent by Mr. Riehl to Mr. and Mrs. Wingate, date January 10, 1951, and I also have the registered return receipt, the registered letter stamped No. 244062, dated January 11, 1951. This letter, amongst other things, says the job was finished on November 4th, 1950. There is some question that by registered mail of service having been made only upon Mrs. Wingate; not having been filed in Baltimore County until September 18, 1951. It bears a date of August 17, 1951; was filed in the Court House at Towson on September 18, 1951. It is therefore in my judgment not eligible as a lien claim as the claim was filed too late. I would like to offer in evidence the original letter of Mr. Riehl to Mr. and Mrs. Wingate, dated January 10, 1951 and the envelope which was received. MARKED RECEIVERS' EXHIBIT 4 AND FILED HEREWITH)

Court: This letter was about six days late then wasn't it?

Mr. Carney: The notice was all right as I see it.

Court: I thought you said November 4.

Mr. Carney: November 24th, in the last paragraph of the letter; the claim had to be filed within six months of November 24th and it was not filed until September.

Court: The time had expired in May.

Mr. Carney: He filed it in September, three months later, September 1951.

Mr. Demyan: Another thing with respect to that lien there Judge Clark in his ruling in the Petrini case and other cases said you had to give personal service; you actually had to deliver the notice to him; in this case he sent him a registered letter and Judge Clark in my case and other cases has ruled that the registered letter wasn't sufficient; you had to give them actual personal delivery.

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Court: The Court is not prepared to know anything Judge Clark did.

Mr. Carney: If your Honor please, we would like to present to your Honor an Order with respect to the Wingate property.

Court: What are these blank spaces here?

Mr. Carney: If you Honor please the only blanks there are a question of when the interest should start and I think that interest should date from the day of the filing of the lien.

Court: The Court doesn't want to sign any order with blank spaces.

Mr. Carney: I think in the case of DeGrange, the date should be December 30, 1950.

Court: Well the Court is not going to burden itself with figuring out the interest. You get the figures right and then we will be able to consider it.

****

Mr. Carney: The next item we would like to take up is Lot No. 10, Marie Avenue. That is the foreclosure case of the Belair Building & Loan Association against Henry J. Clauss, case No. 10,284 Equity. If your Honor please, in that case, there is a contract purchaser. This case is on exceptions. We are going back to No. 10,154 Equity which concerns Lot 8, Marie Avenue.

(Mr. Page)

1. Mr. Carney, we are now returning to the main receivership case. Will you tell us what the situation is with regard to Lot 8 and improvements on Marie Avenue?

A. The house and Lot No. 8, Marie Avenue was completed when Mr. Clauss left, but, although he had received the full proceeds of the construction mortgage, he failed to discharge certain claims against the property including liens for material and labor. There is an outstanding contract which was abandoned by the purchasers and under Order of this Court, the receivers sold the property to John Frederick Fitzpatrick and wife, sale was reported to the Court and ratified; sale was made free and clear of all the liens. The receivers have collected from the purchasers the sum of $10,904.95 in

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accordance with the contract and filed a petition to have the validity of the various amounts determined in this Court so they can be paid. The Belair Road Building & Loan Association had a mortgage in which there was a balance due of $7169.36. We believe that claim is proper for payment. The DeGrange Lumber Company had a Mechanics' Lien for materials for $3008.30 which we believe is proper for payment subject to proper proof before this Court. The same is true with respect to the claim of William H. Berger & Sons for $625.00 and Hosse & Martinili for $115.00 except for the proper discharge on the job. The only claim in this situation which we are opposing is the allowance of the Wiseman claim for $1040.00. We believe that claim is very doubtful against this property; it certainly should not be allowed for more than its proportionate amount which would be $94.55. After paying these various claims with interest, there will be a deficiency of approximately $300.00 and I propose to pay that sum to discharge the liens and give the purchasers clear title; to take assignment of such claims instead of payment, and I would like a general creditor's claim against the receivership for the amount paid by me.

2. That is all in accordance with the preliminary order in this case?

A. What I am stating here has been done in accordance with an agreement filed in this case and in accordance with the Court. We have followed the instructions of the Court in handling this matter.

3. An order was signed setting this case for hearing in regard to the lien claimants. Were copies of that order served upon these & various claimants?

A. They were sent to their various counsel; for instance, I represent Belair, my son and I; DeGrange is represented by Mr. Strauss; Mr. Demyan was notified and he is here; Mr. Berger is represented by Mr. Whitz; he is here; Mr. Doney is here and Mr. Schenker is here. They were all notified and they are all here.

Mr. Schenker: Originally you suggested to the Court the possibility of a stipulation in connection with the claim of Mr. Wiseman in reference to the various lots. I now ask you if you will accept a stipulation in the amount of $94.55 for the claim of Wiseman on each lot?

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A. Subject to proof. We have been trying to work these matters out and we have been fairly successful and we want to see everybody get paid in full. While there may be some technical difficulties in the Wiseman claim, so far as we know, it is legitimate and if Wiseman will agree to the apportionment, as one of the receivers, I am satisfied to give my personal approval to it, subject to proof. I believe there will be sufficient assets in the administration of the estate to see that all lien claims, including your client, are paid in full.

Mr. Schenker: In that stipulation as to division of the number of lots am I to understand that the interest will be figured on that.

A. We are trying to treat everybody alike. If that is your intention, I think you are entitled to interest on your claim from the time you filed your lien claim on the lien docket.

Court; In this particular item the proportion would be $94.55.

A. Yes sir.

****

F. Ward DeGrange, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Are you familiar with the delivery of the DeGrange Lumber Company of materials and supplies to Lot No. 8, Marie Avenue, Section 1, as shown on the property of Henry J. Clauss on Marie Avenue?

A. Yes.

2. Did your DeGrange Lumber Company furnish materials for construction of a house on that property?

A. Yes we did.

3. Did your lumber company file a mechanics' lien in the Circuit Court for the ~~xx~~ amount due thereon?

A. We did.

4. I hand you the original Mechanics' Lien of the DeGrange Lumber Company filed against Henry J. Clauss, Marjorie V. Walworth and husband, purported purchasers under contract of sale as recorded among the Mechanics' Lien

Records of Anne Arundel County on December 30, 1950 in Liber J.H.H. No. 9, Folio 455 and ask you whether you are familiar with the itemized list of materials supplied as therein set out?

A. I am.

5. And you are familiar with the prices?

A. Yes.

6. Was that furnished under a contract with your company by Mr. Henry J. Clauss the then owner of the lots?

A. Yes it was.

7. Will you tell the Court whether or not all of the materials listed thereon were delivered to this property?

A. Yes and we have proof of it in the signed tickets by either Mr. Clauss or men working for him who had authority to sign them.

8. Are the prices thereon the fair market prices in accordance with your contract at the time of delivery?

A. They are.

9. What balance is due under this lien?

A. $3008.30.

10. Has any amount been paid on that other than as shown in the itemized account?

A. No. That is all the bills. It hasn't been released.

Court; That is against what property?

A. That is against Lot No. 8, Section 1, Marie Avenue.

Mr. Strauss: I should like to offer the original Mechanics' Lien as Receivers' Exhibit No. 5. MARKED RECEIVERS' EXHIBIT 5 AND FILED HEREWITH.

11. In connection with filing this lien, did you give notice of the intention to file this lien?

A. We did.

12. In what manner and when?

A. We gave notice on December 29, 1950; we personally served an itemized copy of all materials and notice to file a mechanics' lien to Mr. and Mrs. Walworth and also attached a copy to the building for Mr. Clauss, on the building itself.

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13. And that is the lien filed here?

A. It is the same lien.

****

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

(Mr. Whitz)

1. Did your firm file a lien against the property known as Lot No. 8, Section 1, Marie Avenue, Anne Arundel County?

A. Yes.

2. On February 3, 1951?

A. Yes.

3. For materials and labor furnished by you?

A. Yes.

4. I hand you a copy of the lien and ask you if that is a copy?

A. Yes it is.

5. Is that a copy of the items contained in the lien?

A. Yes they are correct.

6. Are you personally familiar with the work that was done?

A. I am.

7. What is the amount of the lien?

A. $625.00.

8. When was the last work completed?

A. The last work was completed December 8, 1950

9. Is the amount contained in your lien a reasonable and proper charge according to the contract with Mr. Clauss?

A. Yes, according to the contract.

Court: When was the lien filed?

A. February 3, 1951.

Mr. Whitz: The original lien is in the papers in this case. I offer that in evidence as Exhibit 6. (MARKED RECEIVERS' EXHIBIT 6)

Mr. Strauss:

1. I show you a check dated November 30, 1950, paid to William Berger in the amount of $300.00. Could you tell us whether this had any connection with

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any of the claims you filed in this case?

A. That is part payment on Lot 10.

2. Was that shown credited?

A. That Lot 10 was paid in full for, yes sir.

3. You didn't have a claim against that?

A. No, I didn't have a claim against that.

****

Albert J. Martinoli, a witness of lawful age being first duly sworn, deposes and says:

(Mr. Doney)

1. What is your name?

A. Albert Joseph Martinoli.

2. Were you a co-partner of Ernest Hosse, Jr. and Albert Martinoli, t/a Hosse & Martinoli?

A. Yes.

3. Are you familiar with work for Henry J. Clauss on Lot 8, Section 1, Marie Avenue?

A. Yes.

4. Did you perform certain work there under contract for Mr. Clauss?

A. Yes.

5. Did you file a Mechanics' Lien for that work?

A. Yes.

6. I show you the original Mechanics' Lien filed against Henry J. Clauss, Marjorie and Allen C. Walworth, filed 26 January 1951 among the Mechanics Lien Records of Anne Arundel County in J.H.H. No. 9, Folio 509, is that the lien that you filed?

A. Yes.

7. Are you familiar with the account therein stated?

A. Yes.

8. This account is for labor performed by whom?

A. Ernest J. Hosse and Albert Martinoli.

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9. Is this account true and bona fide?

A. Yes.

Mr. Doney: I would like to offer this in evidence.

(MARKED RECEIVER'S EXHIBIT 7 AND FILED HEREWITH)

[illegible]

Mr. Strauss:

1. Did you do work on other jobs in addition to this lot?

A. Yes.

2. Did you file liens in those cases?

A. Yes.

3. Did you receive any money from Henry J. Clauss on those jobs?

A. Yes.

4. Do you have your records with you?

A. I have the amounts paid,yes.

5. The receivers in this case have located two checks, one dated November 3, 1950, and one dated November 16, 1950, payable to Ernest Hosse, one for $275.00 and one for $100.00. Could you tell us to what job they were applied if any?

A. I believe this was applied to Mr. Burl's job and I wouldn't know off-hand on this; I would have to check it.

6. Any of the amounts you filed in these cases show these credits?

A. Yes.

7. You don't know which ones?

A. I would have to check it.

Court: The only think the Court can say is if proper credits are not given you will have to adjust them accordingly.

(Mr. Doney)

1. What date was the Mechanics' Lien filed?

A. January 26, 1950.

(Mr. Page)

1. The balance due is $115.00?

A. Yes.

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Mr. Schenker: I would like to enter into a stipulation with Mr. Carney and Mr. Demyan to the effect, in regard to Lot No. 8, the claim of $94.55 should be entered as to the amount of the claim of Frederick Wiseman, t/a Wiseman Contracting Company.

Court: If the stipulation is agreed upon?

Mr. Carney: That is satisfactory.

Frederick Wiseman, a witness of lawful age, being first duly sworn, deposes and says:
(Mr. Shenker)

1. State your name.

A. Frederick Wiseman.

2. You are trading as Wiseman Contracting Company?

A. That's right.

3. Are you familiar with Henry J. Clauss?

A. Yes.

4. Did you have an occasion to work for him on Marie Avenue?

A. Yes.

5. What type of work was this?

A. It was clearing, grading and excavating and spreading top soil.

6. I show you a Mechanics' Lien filed in your behalf against Henry J. Clauss in Mechanics' Lien Docket J.H.H. 10, folio 7, in the amount of $1040.00, and ask you to examine it with particular reference to the amount here, and ask you if that is, if those figures shown there, $1040.00 for work done on Marie Avenue [illegible], is a fair adjust charge for work done by you for Mr. Henry Clauss?

A. I think it is; I spent a lot of time in there.

7. The dates shown here from October 12 to November 15. Do your records indicate that is the time spent on it?

A. That is right

8. When was the Mechanics' Lien filed?

A. March 14, 1951.

9. Did you have a contract with Mr. Clauss.

A. Just a verbal contract.

10. Did you perform this work pursuan to that agreement?

A. I did.

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Court: Are you satisfied, Mr. Wiseman, to have an apportionment of $94.55 on each lot?

A. I am.

****

Mr. Englehart, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Carney)

1. Mr. Englehart, you are secretary of the Belair Road Building and Loan Association.

A. Yes.

2. What is your full name?

A. Herbert F. Englehart.

3. What is your address?

A. 6025 Belair Road, Baltimore.

4. Belair Building and Loan Association holds a mortgage from Henry J. Clauss on Lot No. 8 and improvements filed in these proceedings?

A. They do.

5. What is the balance due on that mortgage?

A. $7169.36.

****

Mr. Carney: Your Honor, this concerns the property located on Smallwood Road belonging to John R. Burl and Katherine G. Burl, his wife. The title to that property was in the name of Burl and wife and Clauss had a contract to build a house for them. He did not complete the house; he got the full proceeds of the construction mortgage and he failed to discharge liens for labor and materials. The Receivers and their counsel negotiated a settlement with Burl and wife under which Burl and wife, the Court passed an order October 19, 1951, under which your Honor approved a settlement by which Burl and wife were to receive the ~~xxx of $900.00~~ mortgage which they had paid Belair Building and Loan Association and Burl and wife had presented a claim against the Receivers for failure to complete which after

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negitiation was cut down to the final figure agreed upon $3625.00 due by Burl and wife under the contract $2716.90; pursuant to order of this Court the Receivers borrowed sufficient money to pay Burl and wife $908.10 in settlement of their claim, this figure being considerable less than that presented by Burl the time before that; it was considerably less than the Receivers could have completed the work ~~of~~ for shown by the estimates which we had from a number of contractors; but the settlement involved discharge from the Burl property of certain claims for liens for labor and material. The Receivers have investigated the matter and they believe that the following claims are in order for payment subject to the proper proof before your Honor; DeGrange Lumber Company $4813.00, Hosse & Martinoli--in the other case there was no claim for profit; in this case Hosse & Martinoli have made a claim for profit in excess of a hundred dollars/ for a job less than three hundred. We think that the Court should consider whether the profit should be allowed the claim as presented; the profit may reduce it by a little over a hundred dollars, and the claim William H. Berger & Sons of a $100.00 which we believe is proper. Those claims in accordance with the agreement and order of this Court will be paid by me and I will have a general creditor's claim against the estate for the payment I made to straighten out the title to the Burl property and to settle the controversy.

(Mr. Page)

1. Proper notice was served in this Burl Order?

A. Yes.

2. Was it the same way--to all counsel?

A. Yes, Mr. Demyan is here, Mr. Doney and Mr. Whitz is here. They represent the lien claimants. In this matter I might say there is another claim of Leatherbury for $400.00 for a well, but my information is that that was not involved in the Burl ~~xxxxxxxxxx~~ contract and our agreement with Mr. Burl and the settlement does not charge the receivers with that claim. That is a matter that should be settled between Leatherbury and his counsel and Burl and his counsel. I might say that Sen. Della who represents Burl was notified by me by letter of this hearing and I invited

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him to be present particularly with reference to the Leatherbury claim. I don't know of anything else that directly involved him. Our agreement required us to pay and discharge these claims in the manner in which I have set forth.

****

F. Ward DeGrange, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. As co-partner of the DeGrange Lumber Company, did your company have an occasion to supply materials and supplies to Henry J. Clauss in connection with construction of a house on Lot or parcel of ground on Fort Smallwood Road known as the Burl Construction Job, John R. Burl and Katherine Burl, his wife?

A. That's right, we did.

2. Mr. Clauss was the contractor?

A. That's right.

3. I show you a copy of the Mechanics' Lien filed among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 369, showing a lien filed December 30, 1950, and ask you whether or not the itemized bills in the Mechanics' Lien dated December 28, 1950 represent the itemization as shown in said lien?

A. They do.

4. Were all the materials therein set out?

A. I have signed copies showing proof of delivery.

5. Were all the materials therein set out on the dates therein shown?

A. They were.

6. Were the charges in accordance with your contract with Mr. Clauss?

A. They were.

7. Were the prices fair and reasonable prices in accordance with the contract at the time of delivery?

A. They were.

8. What is the balance due, if any, on said lien?

A. The balance due is $4183.

Court: The papers here say $4813.00. Is that reversed or what?

A. It is four thousand one hundred and eighty-three.

Court: DeGrange Lumber Company according to the papers the Court is looking at say $4813.

A. The correct amount is 4-1-8-3.

9. There are no credits other than as shown on these liens?

A. They are all shown on these liens.

10. The amount you just testified to Four Thousand One Hundred and Eighty-three Dollars is the balance?

A. That's the balance due.

(COPY OF MECHANICS' LIEN MARKED RECEIVERS' EXHIBIT 8 AND FILED HEREWITH)

Mr. Carney: I will take an exception.

Court: Well the claimant says you owe him $4183.00. He ought to know. You are not objecting to reducing it?

Mr. Carney: No sir.

11. Did you serve notice on John R. Burl and Katherine G. Burl to file a Mechanics' Lien on this property?

A. Yes, with the complete itemized copy of the lien.

12. Tell us about in which manner you served it on him?

A. December 28, 1950, we served notice to Mrs. Katherine G. Burl, that was at her residence; on December 29, 1950, we served notice of intention to file a Mechanics' Lien to Mr. John R. Burl, and proper notice was posted at the building for Mr. Clauss.

****

Albert Martinoli, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Doney)

1. Are you familiar with the property of John R. Burl and Katherine G. Burl located on Fort Smallwood Road?

A. Yes.

2. Did you have occasion to do any work on this property under contract to Henry J. Clauss?

A. Yes.

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3. Did you later file a Mechanics' Lien against that property for money due you?

A. Yes.

4. I show you a copy of a Mechanics' Lien filed against John R. Burl and Katherine G. Burl and Henry J. Clauss, recorded 26 January 1951 among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 511, is this the Mechanics' Lien filed by you?

A. Yes it is.

5. Is this a true and bona fide account of work done and materials delivered?

A. Yes.

6. This work was done under contract with Henry J. Clauss?

A. Yes.

7. This is the contract attached to the Mechanics' Lien?

A. Yes.

8. The balance shown on the bill of particulars, is that the balance due to you?

A. Yes.

Mr. Doney: I offer this in evidence. MARKED RECEIVERS' EXHIBIT 9 AND FILED HEREWITH.

If the Court pleases, counsel has met with the Receivers and we are willing to stipulate the profit item claimed in the Mechanics' Lien of $102.30 will be waived.

Court: That's the Court's view.

9. Did you have occasion to serve notice of intention to claim a Mechanics' Lien on John R. Burl and Katherine G. Burl?

A. Yes.

10. When did you serve that notice?

A. January 25, 1951.

11. Is this the copy of the notice?

A. Yes.

(Mr. Page)

1. You are claiming a balance of $291.30, is that correct?

Court: That's what the Court figured. Mr. Martinoli, is that what you claim in this particular item?

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A. Yes.

Court: You will give them credit for $102.30, making a balance of $291.30?

A. Yes.

(Mr. Strauss)

1. Mr. Martinoli, I direct your attention to these two checks made out to you and your partner during the month of November 1950, there is nowhere in the Burl claim, these appear is there?

A. Off-hand I c ouldn't tell you; I could check my books and the numbers on them and let you know. Everything we got from Clauss we recorded. It might be another job it may be on; it could be for any job.

2. Do you have any more lien claims filed?

A. Yes.

Mr. Doney: I offer this notice of Mechanics' Lien as an exhibit.

NOTICE OF MECHANICS' LIEN MARKED RECEIVERS' EXHIBIT NO. 10 AND FILED HEREWITH

(Mr. Strauss)

I ask Mr. Martinoli to make note of these two checks and give us an accounting.

Court: Counsel, I presume, has prepared the necessary orders in reference to each one of these claims. Preparatory to doing that, why don't you ascertain whether or not these checks, whether you may be entitled to credit or whether they are on another matter.

Mr. Carney: Mr. Strauss wanted to ask Mr. Martinoli to take note of these checks, the dates and the amounts and let us know what account he applied them to; he first said a minute ago they applied on the Burl account and it isn't applied on the Burl account at all.

Court: You had better take the information from those checks in order not to be met with something you will have to return.

****

Elmer Berger, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Whitz)

1. Mr. Berger, as a partner of William H. Berger & Sons, did your firm, enter

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into a contract with Henry J. Clauss on December 7, 1950 to install a heating plant in the property of John Burl and wife on the Fort Smallwood Road?

A. Yes.

2. Did you, on February 1, 1951, serve notice on Mr. and Mrs. Burl of your intention to file a Mechanics' Lien against that property?

A. Yes.

3. Is this a copy of your notice?

A. It is.

4. Was that personally served on them by you?

A. Yes it was.

5. Pursuant to that notice, did you then file a lien in this Court?

A. Yes.

6. I ask you if this is a copy of that lien?

A. It is.

7. Will you please tell us whether the items claimed by you for materials and labor are correct?

A. They are.

8. You have personal knowledge of that?

A. Yes.

9. What is the amount claimed to be due according to your books?

A. $100.00.

Court: When was the lien filed?

A. The lien was filed February 3, 1951.

10. You have not received payment?

A. No sir.

****

LIBER 83 PAGE 360

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

* * * * * *

FINAL ORDER RE: LOT NO. 8, AND IMPROVEMENTS, MARIE AVENUE.

The above--entitled matter coming on for hearing in open court to determine the validity and amounts of lien claims for mortgage, labor and materials on property known as Lot No. 8, and improvements, Marie Avenue, the Receivers and counsel for Receivers and counsel for Frederick Wiseman, trading as Wiseman Contracting Company having entered into a Stipulation filed in this case, testimony having been taken, counsel for the respective parties having been heard, and the entire proceedings read and considered,

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

1. That the Receivers herein received from John Frederick Fitzpatrick and Edna Hildred Fitzpatrick, his wife, purchasers of said Lot No. 8, Marie Avenue, the sum of Ten thousand nine hundred fifty-four Dollars and Ninety-five Cents ($10,954.95), as set forth in their Report to this Court, plus the sum of Forty-nine Dollars ($49.00), representing unearned premium on insurance covering this property, and have in hand the sum of Eleven thousand three Dollars and Ninety-five Cents ($11,003.95).

2. That the following liens held by the following persons are hereby allowed against the within property as follows:

Filed 17 Jan., 1952

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

Belair Road Building and Loan Association, Incorporated - balance due on mortgage	$7169.36
DeGrange Lumber Company - Mechanics' Lien for materials furnished	3008.30
with interest from 12/30/50 until 1/19/52	190.50
William H. Berger & Sons - Mechanics' Lien for labor and materials furnished	625.00
with interest from 2/3/51 until 1/19/52	36.03
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished	115.00
with interest from 1/26/51 until 1/19/52	6.84
Frederick Wiseman, trading as Wiseman Contracting Company - Mechanics' Lien for labor and materials furnished (apportioned as to this lot)	94.55
with interest from 3/14/51 until 1/19/52	4.81

3. That said Receivers shall pay the aforesaid claims at this time to the extent of the monies in hand as aforesaid, and the balance shall be paid by J. Calvin Carney, and upon receipt of the aforesaid sums by said lienors, said lienors shall furnish full releases of their lien claims against the within property, said property having been sold to the aforesaid purchasers free and clear of all liens; that said J. Calvin Carney is hereby declared to have a general creditor's claim in these proceedings for the amounts so paid by him for the purchase of the aforesaid lien claims without the necessity of any further claim herein, except the filing in these proceedings of evidence of the purchase of such claims by him from said lienors.

Benjamin Michaelson
Judge.

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

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LIBER 83 FOLIO 362

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	File No. 10154

* * * * * *

FINAL ORDER RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY.

The above-entitled case coming on for hearing in open court to determine the validity and amount of alleged Mechanics' Lien claims against the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, Maryland, testimony having been taken and counsel for the respective parties 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 following persons are entitled to Mechanics' Liens as creditors of Henry J. Clauss against the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, Maryland, and fully described in the proceedings, viz:

DeGrange Lumber Company - Mechanics' Lien for materials furnished	$4183.00
with interest from 12/30/50 until 1/19/52	264.98
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished	291.30
with interest from 1/26/51 until 1/19/52	17.21
William H. Berger & Sons - Mechanics' Lien for labor and materials furnished	100.00
with interest from 2/3/51 until 1/19/52	5.82

Filed 17 Jan., 1952

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2. That pursuant to order of this Court dated October 19, 1951 and Agreement and Petition attached thereto which have been approved by this Court, upon payment by J. Calvin Carney to the above lienors of their said lien claims, said lien claims shall be assigned to J. Calvin Carney who shall discharge and release said lien claims against said property of John R. Burl and Katherine G. Burl, his wife; that the said J. Calvin Carney is hereby declared to have a general creditor's claim in these proceedings for the amounts so paid by him for the purchase of the aforesaid lien claims without the necessity of any further claim herein, except filing in these proceedings evidence of the purchase of such claims by him from said lienors.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 364

JOHN DeGRANGE et al * IN THE

vs. * CIRCUIT COURT

HENRY J. CLAUSS * FOR

* ANNE ARUNDEL COUNTY

* In Equity
No. 14, Folio 199
File No. 10154

* * * * *

FINAL ORDER RE: PROPERTY OF WILLIAM H. WINGATE and EDNA V. WINGATE, his wife - LOTS 72, 73, 74, 75, BALTIMORE HIGHLANDS (3015 GEORGIA AVENUE), BALTIMORE COUNTY.

The above-entitled case coming on for hearing in open court to determine the validity and amount of alleged Mechanics' Lien claims against the property of William H. Wingate and Edna V. Wingate, his wife located on Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, Maryland, testimony having been taken and counsel for the respective parties 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 payment by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Martin A. Sinsky of the sum of Five Hundred Dollars ($500.00), as per Order of this Court dated August 2, 1951, and payment by said Receivers to Belair Road Building and Loan Association, Incorporated, being amount borrowed on Receivership Certificate of Six Hundred Dollars ($600.00) plus interest of Thirteen Dollars and Fifty Cents ($13.50) or a total of Six Hundred thirteen Dollars and Fifty Cents ($613.50), as authorized by said Order of Court, or a grand total of One thousand one hundred thirteen Dollars and Fifty Cents ($1,113.50) be and the same is hereby ratified

Filed 17 Jan., 1952.

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

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and confirmed.

2. That the Receivers have collected the sum of Two thousand one hundred four Dollars and sixty-four Cents ($2,104.64) from the said William H. Wingate and Edna V. Wingate, his wife, being balance due as per Contract and Order of this Court, plus the sum of Six hundred Dollars ($600.00) borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate, or a total sum of Two thousand seven hundred four Dollars and sixty-four Cents ($2,704.64), less the aforesaid payments to said Martin A. Sinsky and Belair Road Building and Loan Association, Incorporated totalling One thousand one hundred thirteen Dollars and Fifty Cents ($1,113.50), and now have in hand the sum of One thousand five hundred ninety-one Dollars and fourteen Cents ($1,591.14).

3. That the following persons are entitled to Mechanics' Liens as creditors of Henry J. Clauss against the property of William H. Wingate and Edna V. Wingate, his wife located on Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, Maryland, and fully described in these proceedings, viz:

DeGrange Lumber Company-Mechanics' Lien for materials furnished	$1856.40
with interest from 12/30/50 until paid - 1/19/52	117.58
William H. Berger & Sons - Mechanics' Lien for labor and materials furnished	$ 625.00
with interest from 2/4/51 until paid - 1/19/52	35.93

4. That the alleged lien claim of W. A. Ohler & Sons in the sum of Four hundred Dollars ($400.00) be and the same is hereby disallowed, and the said W. A. Ohler & Sons are determined not to have any claim as lien creditors of Henry J. Clauss or against the within property, and the said property is hereby declared to be free and clear of such alleged

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BALTIMORE 2, MD.

Mechanics' Lien; that said W. A. Ohler & Sons are hereby given the right to file and prove their claim as a general creditors' claim against said Henry J. Clauss in the sum of Four hundred Dollars ($400.00), provided such claim is filed and proved within thirty (30) days from this date.

5. That the Receivers shall pay the sum of One thousand five hundred ninety-one Dollars and Fourteen Cents ($1,591.14) in their hands on account of the said lien claims of DeGrange Lumber Company in the sum of One thousand eight hundred fifty-six Dollars and Forty Cents ($1,856.40) plus interest as aforesaid and William H. Berger & Sons in the sum of Six hundred twenty-five Dollars ($625.00) plus interest as aforesaid, and the deficit shall be paid by J. Calvin Carney, and upon receipt of the aforesaid sums by DeGrange Lumber Company and William H. Berger & Sons, said lienors shall furnish full releases of their said lien claims against the within property; that said J. Calvin Carney is hereby declared to have a general creditor's claim in these proceedings for the amounts so paid by him for the purchase of the aforesaid lien claims without the necessity of any further claim herein, except filing in these proceedings evidence of the purchase of such claims by him from said lienors.

Benjamin Ulman
Judge.

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

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LIBER 83 PAGE 367

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * *

Re: LOTS NOS. 72, 73, 74 and 75, BALTIMORE HIGHLANDS

In consideration of the payment of the sum of Six hundred sixty Dollars and Ninety-three Cents ($660.93) to the undersigned by J. Calvin Carney, pursuant to Order of Court in the above case dated January 17, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and property known as Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue) Baltimore County, dated February 8, 1951, and recorded among the Mechanics' Lien Records of Baltimore County in Mechanics' Lien Docket J.B.S. No. 22, folio 224, in the sum of Six hundred twenty-five Dollars ($625.00) and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

William H. Berger & Sons

Herbert E. Witz
Attorney for Lien Claimant

By Elmer Berger (SEAL)
Elmer Berger
Lien Claimant

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 19 day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Elmer Berger, one of the Co-Partners of William H. Berger & Sons, and acknowledged the aforegoing Assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public
Herbert E. Witz

Filed 30 Jan. 1952

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

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LIBER 83 PAGE 368

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * *

RE: Lots 72, 73, 74 and 75, BALTIMORE HIGHLANDS

RECEIVED of J. Calvin Carney the sum of Six hundred sixty Dollars and Ninety-three Cents ($660.93), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lots 72, 73 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, said lien being dated February 8, 1951, and recorded among the Mechanics' Lien Records of Baltimore County in Mechanics' Lien Docket J.B.S. No. 22, folio 224, in the sum of Six hundred twenty-five Dollars ($625.00), payment being in accordance with Order of Court in the above case dated January 17, 1952.

In consideration of this payment by the said J. Calvin Carney, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely, this 19 day of January, 1952.

Witness:

Herbert E. Witz

William H. Berger & Sons

By Elmer Berger (SEAL)
Elmer Berger

Filed 30 Jan., 1952.

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

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LIBER 83 PAGE 369

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	File No. 10154

* * * * * * * * *

RE: LOTS 72, 73, 74 and 75, BALTIMORE HIGHLANDS

In consideration of the payment of the sum of One thousand five hundred ninety-one Dollars and Forteen Cents ($1,591.14) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, said lien being dated December 30, 1950 and recorded among the Mechanics' Lien Records of Baltimore County in Mechanics' Lien Docket 22, folio 198, in the sum of One thousand eight hundred fifty-six Dollars and Forty Cents ($1,856.40), to the extent of such payment, in accordance with Order dated Jan. 17, 1952

In consideration of the payment of the sum of Three hundred eighty-two Dollars and eighty-four Cents ($382.84) to the undersigned by J. Calvin Carney, in accordance with Order of this Court dated January 17, 1952, the undersigned hereby assigns said lien and the debt thereunder, to the extent of such payment by the said J. Calvin Carney, without recourse, to J. Calvin Carney, absolutely.

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.
Lien Claimant

John Demyan, Jr.
Glenburnie, Maryland
Attorney for Lien Claimant

Filed 30 Jan, 1952

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

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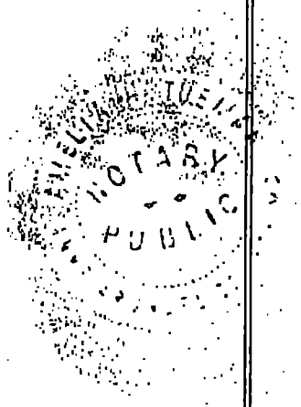
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared F. Ward DeGrange, Surviving Partner of De Grange Lumber Compamy, and acknowledged the aforegoing Partial Release and Assignment of Mechanics' Lien to be his act.

AS WITNESS My Hand and Notarial Seal.



Amelia H Zulauf
Notary Public

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

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LIBER 83 PAGE 371

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

RE: LOTS 72, 73, 74 and 75, BALTIMORE HIGHLANDS

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of One thousand five hundred ninety-one Dollars and Fourteen Cents ($1,591.14), representing payment in part of Mechanics' Lien held against Henry J. Clauss et al and Lots 72, 73, 74, and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, by the undersigned, said lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Baltimore County in Mechanics' Lien Docket 22, folio 198, in the sum of One thousand eight hundred fifty-six Dollars and Forty Cents ($1,856.40), and which lien the undersigned has released as to the extent of such payment by the said Receivers, in accordance with Order of this Court dated January 17, 1952.

Dated: January 17, 1952.

WITNESS:

John Demyan, Jr.

F. Ward DeGrange, Surviving Partner of DeGrange Lumber Company (SEAL)

Filed 30 Jan., 1952

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

LIBER 83 PAGE 372

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * *

RE: LOTS 72, 73, 74 and 75, BALTIMORE HIGHLANDS

RECEIVED of J. Calvin Carney the sum of Three hundred eighty-two Dollars and eighty-four Cents ($382.84), being payment in part of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, said lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Baltimore County in Mechanics' Lien Docket 22, folio 198, in the sum of One thousand eight hundred fifty-six Dollars and Forty Cents ($1,856.40) plus interest, in accordance with Order of this Court dated January 17, 1952.

IN CONSIDERATION of this payment by the said J. Calvin Carney, the undersigned has assigned said Lien and said indebtedness, to the extent of such payment, to the said J. Calvin Carney.

Dated: January 17, 1952.

WITNESS:

John Demyan, Jr.

F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co. (SEAL)

Filed 30 Jan. 1952

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

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Filed 30 Jan., 1952.

LIBER 83 PAGE 373

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * *

RE: Lot No. 8, Marie Avenue

In consideration of the payment of the sum of Six hundred thirty-five Dollars and Seventy-nine Cents ($635.79) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, pursuant to order of this Court in the above case dated January 17 , 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No.8, Marie Avenue, said lien being dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 525, in the sum of Six hundred twenty-five Dollars ($625.00) plus interest, to the extent of such payment.

In consideration of the payment of the sum of Twenty-five Dollars and twenty-four Cents ($25.24) by J. Calvin Carney to the undersigned, pursuant to Order of Court in the above case dated January 17 , 1952, the undersigned hereby assigns said lien and the debt thereunder, to the extent of such payment by J. Calvin Carney, without recourse, to the said J. Calvin Carney, absolutely.

Herbert E. Witz
215 N. Charles Street
Attorney for Lien Claimant

William H. Berger & Sons
By Elmer Berger (SEAL)
Elmer Berger
Lien Claimant

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

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STATE OF MARYLAND, CITY OF BALTIMORE , to wit :

I HEREBY CERTIFY, That on this 19 day of January, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the City aforesaid, personally appeared Elmer Berger , One of the Co-partners of William H. Berger & Sons, and acknowledged the aforegoing Partial Release and Assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public
Herbert E. Witz

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

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LIBER 83 PAGE 375

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 14 Folio 199
	*	Case No. 10154

* * * * *

RE: Lot No. 8, Marie Avenue

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Six Hundred thirty-five Dollars and Seventy-nine Cents ($635.79), representing payment in part of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 8, Marie Avenue, said lien being dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 525, in the sum of Six hundred twenty-five Dollars ($625.00) plus interest, and which lien the undersigned has released as to the extent of such payment by the said Receivers, in accordance with Order of this Court dated January 17 1952.

Dated: January 19, 1952.

Witness:

Herbert E. Witz

William H. Berger & Sons

By Elmer Berger (SEAL)

Elmer Berger

Filed 30 Jan, 1952

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

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LIBER 83 PAGE 376

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 14 Folio 199
	*	Case No. 10154

* * * * * *

RE: LOT NO. 8, MARIE AVENUE.

RECEIVED of J. Calvin Carney the sum of Twenty-five Dollars and Twenty-four Cents ($25.24), being payment in part of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 8, Marie Avenue, said lien being dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 525, in the sum of Six hundred twenty-five Dollars ($625.00), plus interest, in accordance with Order of this Court dated January 17, 1952.

In consideration of this payment by the said J. Calvin Carney, the undersigned has assigned said Lien and said debt thereunder, to the extent of such payment without recourse to J. Calvin Carney, absolutely.

Dated: January 19, 1952.

Witness;

Herbert E. Witz

William H. Berger & Sons

By Elmer Berger (SEAL)
Elmer Berger

Filed 30 Jan., 1952.

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

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LIBER 83 PAGE 377

JOHN DeGRANGE et al	*	IN THE
vs.	&	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

* * * * * *

PETITION RE: MORTGAGE FROM HENRY A. MACK and ANITA V. FOSTER TO HENRY J. CLAUSS DATED June 15, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 579, covering property on northeast corner of Governor Ritchie Highway and Marie Avenue, Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, and which appointment was confirmed by Decree dated May 11, 1951; that they have filed their approved bond and are engaged in the administration of the affairs of the Receivership.

2. That among the assets of said Receivership is a Second Mortgage from Henry A. Mack and Anita V. Foster to Henry J. Clauss dated June 15, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 579, in the original sum of Twenty-three Thousand Dollars ($23,000.00) covering property located on northeast corner of Governmr Ritchie Highway and Marie Avenue, Anne Arundel County, balance due on which is as follows:

Original amount of Mortgage	$23,000.00
Balance due on principal as of 12/12/50	13,991.29
Interest on $13,991.29 from 12/12/50 to 1/26/52	940.96
Total amount due on mortgage as of 1/26/52	$14,932.25

Filed 31 Jan 1952

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

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3. That your Receivers have been endeavoring to collect said Mortgage from said mortgagors; that your Receivers have been advised that the said mortgagors are preparing to pay said mortgage in full.

4. That the legal title to said Mortgage is now vested in Belair Road Building and Loan Association, Incorporated by virtue of Assignment from Henry J. Clauss dated June 15, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 583; that the said Assignment of Mortgage to said Association was for the purpose of affording additional security for certain indebtednesses due by Henry J. Clauss to said Association; that the amount of said indebtednesses has been reduced to a point where the additional security of said Mortgage is not required, and said Association is willing to assign said Mortgage to your Petitioners, as Receivers herein.

5. That pursuant to Orders of this Court, your Receivers borrowed from Belair Road Building and Loan Association, Incorporated the following sums on the following Receivership Certificates re: the following properties:

Date of Certificate	Series	Property	Amount
8/3/51	A	1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue	$7,102.05
8/3/51	C	Lot No. 4, Section 2, Marie Avenue	8,000.00
10/20/51	E	Lot No. 7, Section 1, Marie Avenue	5,100.00
10/20/51	F	northeast side of Fort Smallwood Road, Anne Arundel County	1,000.00

that all of the assets of said Receivership, junior to liens as specified in said Orders of Court, were pledged as security for the payment of said Receivership Certificates, including

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

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the aforesaid Second Mortgage; that the aforesaid Receivership Certificates are unpaid and due in full, together with interest from their respective dates; that your Receivers are advised and therefore aver that the proceeds of said Mortgage should be paid on account of said Certificates and interest due thereon.

WHEREFORE, your Petitioners pray that this Court may pass an Order authorizing and directing them to accept the aforesaid sum in payment of said Mortgage and to execute a Release thereof, and to apply the proceeds of said Mortgage on account of the aforesaid Receivership Certificates and the interest due thereon.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY, That on this 31st day of January, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * *

ORDER

Upon the aforegoing Petition and Affidavit, it is, this 31st day of January, 1952, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, ORDERED as follows:

1. That John Demyan, Jr. and J. Calvin Carney, Receivers herein be and they are hereby authorized and directed to accept the aforesaid sum of $14,932.25 in full payment of said Mortgage from Henry A. Mack and Anita V. Foster to Henry J. Clauss dated June 15, 1949, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 526, folio 579, in the sum of $23,000.00, which has been assigned currently by the Belair Road Building and Loan Association, Incorporated to the Receivers, and to execute a full and complete Release of said Mortgage upon receiving the aforesaid payment thereof.

2. That the proceeds arising from such collection shall be applied by said Receivers on account of the following Receivership Certificates and interest due thereon in payment and discharge thereof:

Date of Certificate	Series	Property	Amount
8/3/51	A	1/2 of Lot No. 2, 1/2 of Lot No. 3, Sect. 2, Marie Avenue	$7,102.05
8/3/51	C	Lot No. 4, Section 2, Marie Avenue	8,000.00
10/20/51	E	Lot No. 7, Section 1, Marie Avenue	5,100.00
10/20/51	F	northeast side of Fort Smallwood Road, Anne Arundel County	$1,000.00

Benjamin Michaelson
Judge

LAW OFFICES
J. CALVIN CARNEY

LIBER 83 PAGE 381

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

RE: LOT NO. 8, MARIE AVENUE

In consideration of the payment of the sum of One hundred twenty-one Dollars and eighty-four Cents ($121.84) to the undersigned by J. Calvin Carney, pursuant to Order of Court in the above case dated January 17, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property known as Lot No. 8, Marie Avenue, dated January 26, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 509, in the sum of One hundred fifteen Dollars ($115.00), and the debt due thereunder, without recourse, to J. Calvin Carney absolutely, this 22nd day of January, 1952.

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse and Martinoli

Jack C. Doney

By Albert Martinoli (SEAL)
Albert Martinoli

Attorney for Lien Claimant

Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALBERT MARTINOLI, and acknowledged the aforegoing Assignment to be his act.

AS Witness My Hand and Notarial Seal.

Notary Public
Lee D. Barron

Filed 31 Jan., 1952.

LAW OFFICES
CALVIN CARNEY
CALVIN CARNEY JR.
ANCHARD D. CARNEY
E. LEXINGTON ST.
BALTIMORE 2, MD.

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LIBER 83 PAGE 382

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * *

RE: LOT NO. 8, MARIE AVENUE

RECEIVED of J. Calvin Carney the sum of One hundred twenty-one Dollars and Eighty-four Cents ($121.84), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property known as Lot No. 8, Marie Avenue, payment being in accordance with Order of this Court in the above case dated January 17, 1952, said Lien being dated January 26, 1951 and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 509, in the sum of One hundred fifteen Dollars ($115.00).

In consideration of this payment to the undersigned by J. Calvin Carney, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely, this 22nd day of January, 1952.

Witness:

Jack C. Doney

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse and Martinoli

By Albert Martinoli (SEAL)
Albert Martinoli

Filed 31 Jan., 1952.

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

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LIBER 83 PAGE 383

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

* * * * *

RE: LOT NO. 8, MARIE AVENUE

In consideration of the payment of the sum of Three thousand one hundred ninety-eight Dollars and eighty Cents ($3,198.80), which sum includes interest on the lien hereinafter mentioned, to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, receipt whereof is hereby acknowledged, and payment being made in accordance with Order of this Court dated January 17, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No. 8, Marie Avenue, referred to herein, said lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 455, in the sum of Three thousand eight Dollars and Thirty Cents ($3,008.30).

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.
Lien Claimant

John Demyan, Jr.
Glenburnie, Maryland
Attorney for Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co. and acknowledged the aforegoing Release to be his

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public
Amelia H. Tubman

Filed 31 Jan., 1952

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

LIBER 83 PAGE 384

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

RE: LOT NO. 8, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case the sum of Three thousand one hundred ninety-eight Dollars and eighty Cents ($3,198.80), representing payment in full of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 8, Section 1, Marie Avenue, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 455, in the sum of Three thousand eight Dollars and Thirty Cents ($3,008.30) plus interest, in accordance with Order of this Court dated January 17, 1952.

Dated: January 17, 1952.

WITNESS:

John Demyan, Jr.

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Company

Filed 31 Jan., 1952.

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

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LIBER 83 PAGE 385

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 14, Folio 199
	*	Case No. 10154
	*	

* * * * * *

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

In consideration of the payment of the sum of One hundred five Dollars and eighty-two Cents ($105.82) to the undersigned by J. Calvin Carney, pursuant to Order of Court in the above case dated January 17, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 521, in the sum of One Hundred Dollars ($100.00), and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

William H. Berger & Sons

Herbert E. Witz — By Elmer Berger (SEAL)
Elmer Berger

Attorney for Lien Claimant — Lien Claimant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 19 day of January, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the City aforesaid, personally appeared Elmer Berger, One of the Co-Partners of William H. Berger & Sons, and acknowledged the aforegoing assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public
Herbert E. Witz

Filed 1 Feb., 1952.

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

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LIBER 83 PAGE 386

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * *

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

RECEIVED of J. Calvin Carney the sum of One hundred five Dollars and eighty-two Cents ($105.82), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, payment being in accordance with Order of this Court in the above case dated January 17, 1952, said Lien being dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 521, in the sum of One Hundred Dollars ($100.00).

In consideration of this payment by J. Calvin Carney, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney absolutely, this 19 day of January, 1952.

Witness:

Herbert E. Witz

William H. Berger & Sons

By Elmer Berger (SEAL)
Elmer Berger

Filed 1 Feb., 1952

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

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LIBER 83 PAGE 387

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * *

RE: LOT NO. 8, MARIE AVENUE

In consideration of the payment of the sum of Ninety-nine Dollars and thirty-six Cents ($99.36) to the undersigned by J. Calvin Carney, which sum represents apportionment of the hereinafter mentioned Mechanics' Lien and interest on such apportionment, as to property known as Lot No. 8, Marie Avenue, payment being in accordance with Order of Court in the above case dated January 17, 1952, and pursuant to Stipulation filed in said case as to said property, the undersigned hereby assigns Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 8, Marie Avenue, dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00) and the debt due thereunder, to the extent of the aforementioned apportionment, without recourse, to the said J. Calvin Carney absolutely.

Samuel Schenker
Samuel Schenker
Attorney for Lien Claimant

Frederick Wiseman (SEAL)
Frederick Wiseman, Trading as
Wiseman Contracting Company
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 24 day of January, 1952, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared Frederick Wiseman, trading as Wiseman Contracting Company and acknowledged the aforegoing Assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Frances P. McCourt
Notary Public
Frances P. McCourt

Filed 1 Feb, 1952

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

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LIBER 83 PAGE 388

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

****

RE: LOT NO. 8, MARIE AVENUE

RECEIVED of J. Calvin Carney the sum of Ninety-nine Dollars and thirty-six Cents ($99.36), representing payment of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 8, Marie Avenue, as apportioned against this property by Stipulation in the above case as to this property, including interest on such apportionment, payment being in accordance with Order of this Court in the above case dated January 17, 1952, said Lien being dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00).

In consideration of this payment, the undersigned has assigned said apportionment of said lien as to the above-mentioned property, and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely, this 24 day of January, 1952.

Witness:

Samuel Schenker

Samuel Schenker

Frederick Wiseman (SEAL)

Frederick Wiseman, trading as Wiseman Contracting Company

Filed 1 March, 1952.

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

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LIBER 83 PAGE 389

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * *

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY.

In consideration of the payment of the sum of Three hundred eight Dollars and fifty-one Cents ($308.51) to the undersigned by J. Calvin Carney, pursuant to Order of Court in the above case dated January 17, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, dated January 26, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 511, in the sum of Three hundred ninety-three Dollars and Sixty Cents ($393.60), and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

Jack C. Doney
Attorney for Lien Claimant

By Albert Martinoli (SEAL)
Albert Martinoli
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 22nd day of January, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared ALBERT MARTINOLI, and acknowledged the aforegoing Assignment to be his act.

As Witness My Hand and Notarial Seal.

Lee D. Barron
Notary Public
Lee D. Barron

Filed 1 Feb., 1952.

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

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LIBER 83 PAGE 390

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

RECEIVED of J. Calvin Carney the sum of Three hundred eight Dollars and fifty-one Cents ($308.51), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, payment being in accordance with Order of this Court in the above case dated January 17, 1952, said Lien being dated January 26, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 511, in the sum of Three hundred ninety-three Dollars and sixty Cents ($393.60).

In consideration of this payment, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney absolutely, this 22nd day of January, 1952.

Witness:

Jack C. Doney

Jack C. Doney

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

By Albert Martinoli (SEAL)
Albert Martinoli

Filed 1 Feb, 1952.

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

LIBER 83 PAGE 391

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY

RECEIVED of J. Calvin Carney the sum of Four thousand four hundred forty-seven Dollars and Ninety-eight Cents ($4,447.98), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, payment being in accordance with Order of this Court dated January 17, 1952, said Lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 369, in the sum of Four thousand one hundred eighty-three Dollars ($4,183.00).

In consideration of this payment, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney absolutely, this 17th day of January, 1952.

Witness:

John Demyan, Jr.

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

Filed 1 Feb., 1952.

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

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LIBER 83 PAGE 392

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD RD., ANNE ARUNDEL COUNTY.

In consideration of the payment of the sum of Four thousand four hundred forty-seven Dollars and Ninety-eight Cents ($4,447.98) to the undersigned by J. Calvin Carney, pursuant to Order of this Court dated January 17 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property of John R. Burl and Katherine G. Burl, his wife located on FortSmallwood Road, Anne Arundel County, and dated December 30, 1950, recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket 9, folio 369, in the sum of Four thousand one hundred eighty-three Dollars ($4,183.00), and the debt due thereunder without recorse to J. Calvin Carney absolutely.

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

Lien Claimant

John Demyan, Jr.
Glenburnie, Maryland
Attorney for Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of January, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co. and acknowledged the aforegoing Assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public *Amelia H. Tubman*

Filed 1 Feb, 1952

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

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LIBER 83 PAGE 393

FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 19 52

We hereby certify, that the annexed Order Nisi Sale

John Degrange Et Al

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of February, 19 52. The first insertion being made the 27th day of December, 19 51

THE CAPITAL-GAZETTE PRESS, INC.

By Billie L. Carlson

Legal Notices

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
In Equity
No. 14, folio 199
Case No. 10154

JOHN DEGRANGE Et Al
Vs.
HENRY J. CLAUSS

Filed 11 Feb, 1952

ORDERED, Upon the aforegoing Petition and Report of Sales of property in fee simple known as Lot No. 11, Marie Avenue mentioned in these proceedings, made to Henry J. Amon and Mildred V. Amon, his wife and reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein, that said sale be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 4th day of February 1952, provided a copy of this Order be inserted in some weekly newspaper, printed in Anne Arundel County, once in each of three successive weeks before the 4th day of February, 1952.

The report states the net sale to be Five Hundred Dollars ($500.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

1-17

No. MG.....
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LIBER 83 PAGE 394

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case no. 10154

* * * * * * *

PETITION OR RECEIVERS

RE: LOT NO. 1, SECTION 2, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully represents:

1. That your Petitioners have duly qualified and filed an official bond, in accordance with Order of this Honorable Court dated January 22, 1951.

2. That as alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of the Receivers, engaged in the construction business. He absconded from the State leaving incomplete a large amount of construction work, including construction of lots subject to mortgage which are more fully described in the Bill of Complaint in these proceedings. Your Petitioners have made a careful examination of said property, and have the following to report with respect to Lot No. 1, Section 2, Marie Avenue, more particularly described in Paragraph 3 of the Bill of Complaint as Account No. 3415.

3. That said lot is subject to a Mortgage and Confirmatory Mortgage executed by Henry J. Clauss to Belair Road Building and Loan Association, Incorporated in the sum of $8000.00, on which there is due at the present time approximately $8500.00, including interest.

4. That your Petitioners attach hereto, marked "Petitioners' Exhibit No. 1" a copy of a contract which they

Filed 14 Feb., 1952.

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are informed Jesse Harris, and Mary Harris, his wife entered into with the Defendant, Henry J. Clauss for the purchase of a dwelling to be constructed on said lot of ground, at and for the purchase price of $10,785.00, that said Clauss gave said Jesse Harris and Mary Harris, his wife a receipt for the sum of $985.00, which included $600.00 cash, cleaning lot allowance $100.00 and allowance for painting exterior of $285.00, that said Jesse Harris and wife claim to have done a part of said painting for which they were to secure said allowance; that according to the books of said Clauss, the job also was to include open staircase as an extra at a cost of $150.00 and full dormers in back as an extra at a cost of $350.00; Clauss also made payments on account of said Mortgage to Belair Road Building and Loan Association, Incorporated in the sum of $345.08 for which, according to the books of Clauss, he was to be reimbursed; that the amount due by said Jesse Harris and Mary Harris, his wife upon completion of said dwelling, in accordance with the contentions of Clauss and his books, is as follows:

Contract price	$10,785.00
Open staircase - extra	150.00
Full dormer in back - extra	350.00
	$11,285.00
Payments made by Clauss to Belair	345.08
	$11,630.08
Less Cash 8/11/50	600.00
Balance due	$11,030.08

However, said Jesse Harris and Mary Harris, his wife deny liability for said open staircase at a cost of $150.00, as an extra, and for said full dormers in back at a cost of $350.00, as an extra, and payments made by Clauss to Belair Road Building and Loan Association, Incorporated in the sum of $345.08 on account of Mortgage. At the time of the execution of the aforesaid Mortgages by the said Henry J. Clauss, the said Henry J.

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Clauss entered into a construction trust agreement providing for the distribution of funds derived from the said Mortgage upon presentation of evidence that the construction had progressed to stages of completion more fully described in said Trust Agreement, and upon presentation of evidence that all materialmen's bills had been paid with respect to the construction. Photostatic copies of the abovementioned Mortgage and Trust Agreement are attached to the Bill of Complaint filed in this case. Your Petitioners were informed that there was substantial work remaining to be done under said contract, and thereupon, in order to complete their information, they requested a report from Elton Elmore, who had served as foreman for the said Henry J. Clauss; and as a result of information submitted by him, and other examinations and inspections by your Petitioners, they have determined that the following work remains to be done under this contract:

Complete trim work throughout house
Lay walks and concrete where necessary
Plaster walls throughout house
Tile bathroom, linoleum on floor
Hardwood floors throughout house except in kitchen and bath
Gutter and spouting
Install asphalt tile on kitchen floor
Install kitchen units
Complete heating system
Electric wiring to be completed throughout house
Plumbing to be completed
Finish roof
Install cellar way entrance
Top soil and seeding
Painting interior

5. That your Petitioners requested a number of general contractors engaged in construction work, and who are in their opinion properly qualified, to furnish bids for the completion of the construction work as required by the said contract, and have received a bid from Martin A. Sinsky to complete the said house doing the aforementioned work and have the same ready for occupancy for the sum of $3,625.00.

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6. That in addition thereto, the following persons have filed Mechanics' Liens against said property for the following amounts:

DeGrange Lumber Company	$3,092.53
Hosse and Martinoli	193.00
William H. Berger & Sons	100.00
Frederick Wiseman, trading as Wiseman Contracting Company-apportioned as to this lot	94.55

7. That said Jesse Harris and Mary Harris, his wife have offered to surrender all of their rights in the aforesaid Contract dated August 11, 1950 upon the repayment to them of the sum of $700.00. As is stated in the Bill of Complaint in this case, Henry J. Clauss, Defendant, has absconded and, as is apparent from the above facts, he has failed not only to perform his construction contract, but has also defrauded the Mortgagee upon said mortgage by obtaining payments substantially larger than the amount to which he was entitled under the construction trust agreement, as said Clauss obtained the entire balance deposited under said construction trust. In addition, it is claimed by DeGrange Lumber Company that its alleged claim for Mechanics' Lien is entitled to priority over the Mortgage, on the grounds that the construction work was started before the mortgage was recorded. That because of the increase in value when completed, your Receivers believe it would be to the interest and advantage of this Estate that said sum of $700.00 be paid, as your Receivers believe that this property, upon completion, can be sold for in excess of the sum of $10,785.00. It is thus apparent that it is desirable that said sum be paid and construction of said property be completed in order to conserve this Estate.

8. That the Receivers attach hereto, marked "Petitioners' Exhibit No. 3" a form of Contract by which Belaif Road Building and Loan Association, Incorporated would agree to advance the funds necessary for the payment of said sum of

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$700.00, and for the completion of said construction work upon the issue to it of receivership certificates payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid, the said Certificates to be known as Series G. Certificates, and to be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purposes of securing a surrender and release of all rights of said Jesse Harris and Mary Harris, hiswife under the aforesaid Comtract dated August 11, 1950, for the sum of $700.00, and improving said property on Lot No. 1, Section 2, Marie Avenue, and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness of said Series G. Certificates.

(b) The indebtedness secured by said Series G. Certificates shall, along with other receivership certificates of other Series issued in these proceedings, constitute a charge subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in these proceedings; and they shall be payable on an equal basis with the Certificates of other series which have been, or may be, issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular series with regard to the property (or the proceeds from the sale of said property) improved by that Series.

(c) The said Series G. Certificates shall constitute a first charge upon the proceeds of the sale of said property known as Lot No. 1, Section 2, Marie Avenue, subject to the existing liens, and the proceeds of the sale of said property after payment of said existing liens, shall be immediately applied toward the reduction of the indebtedness on said Certi-

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ficates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtednesses upon receivership certificates of other Series.

9. That your Petitioners believe that it is to the best interest of the Receivership Estate that the construction of said property be completed and that the Receivers effect a Release of the existing contract from Jesse Harris and Mary Harris, his wife upon payment to them of the sum of $700.00, and otherwise in accordance with the terms as set forth herein.

TO THE END, THEREFORE:

That this Honorable Court authorize your Petitioners to enter into the attached Contract and issue Receivership Certificates, in accordance with the terms hereof.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page

Counsel for Receivers

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 14 day of Feb. 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., one of the Receivers herein, 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public
Amelia H. Tubman

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14 day of February 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the COUNTY aforesaid, personally appeared J. Calvin Carney, one of the Receivers herein, 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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Petitioners' Exhibit No. 1

Standard Contract of Sale

Approved by Real Estate Board of Baltimore

LIBER 83 PAGE 401

This Agreement of Sale, made this 11 day of August nineteen hundred and Fifty, between Henry J. Clauss Seller, and Jesse Harris and Mary Harris, 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, Maryland and known as Lot No.1, Section 2, Marie, Ave.

at and for the price of Ten Thousand, Seven Hundred Eight Five ..... Dollars ($ 10,785.00) of which Nine Hundred Eighty Five ..... Dollars ($ 985.00) have been paid prior to the signing hereof, and the balance to be paid as follows: Cash at time of settlement, at which time, within six months; it is understood that the Purchaser expects to secure a G.I. Loan to finance the balance of the purchase price, and, if this is not obtainable, the Contract is off and the deposit will be returned.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

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

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

WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE (SEAL)
Kenneth J. Brannigan	Henry J. Clauss (SEAL)
WITNESS—AS TO SELLER'S SIGNATURE	SELLER'S SIGNATURE
Kenneth J. Brannigan	Jesse Harris (SEAL)
WITNESS—AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE
WITNESS—AS TO BUYER'S SIGNATURE	BUYER'S SIGNATURE (SEAL)

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TELEPHONE
PLAZA 6445

LIBER 83 PAGE 402

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BLANCHARD D. CARNEY
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

Petitioners' Exhibit
No. 2

February 6 1952.

John Demyan, Jr., Esquire

and

J. Calvin Carney, Esquire
Receivers

Re: John DeGrange et al
Vs. Henry J. Clauss
Circuit Court for Anne Arundel County,
In Equity, No. 14, folio 199, case No. 10154

Gentlemen:

In consideration of the payment of the sum of Seven hundred Dollars ($700.00) to be paid by you to the undersigned, being refund of deposit of Six Hundred Dollars ($600.00) and refund of $100.00 for certain work done upon said property, upon passage of Order authorizing such payment in the above-entitled case, we the undersigned, Jesse Harris and Mary Harris, his wife do hereby release and surrender all of our rights in Contract dated August 11, 1950, for the purchase of property known as Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland, with Henry J. Clauss, and do hereby release the said Henry J. Clauss and John Demyan, Jr. and J. Calvin Carney, Receivers thereof, of and from all claims of every kind arising out of said Contract and the construction of said property.

TEST:

Noah A. Williams as to both

Jesse Harris (SEAL)
Jesse Harris

Mary Harris (SEAL)
Mary Harris

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Petitioners' Exhibit No. 3

LIBER 83 PAGE 403

AGREEMENT, by and between JOHN DEMYAN, JR. AND J. CALVIN CARNEY, Receivers in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, No. 10154, parties of the first part; JESSE HARRIS and MARY HARRIS, his wife, parties of the second part; BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part; F. WARD DeGRANGE Surviving Partner of John DeGrange and F. Ward DeGrange, Co-Partners, trading as DeGrange Lumber Company, party of the fourth part; WILLIAM H. BERGER & SONS, party of the fifth part; ERNEST HOSSE, JR. and ALBERT MARTINOLI, Co-Partners trading as Hosse and Martinoli, parties of the sixth part, FREDERICK WISEMAN, Trading as Wiseman Contracting Company, party of the seventh part, MARTIN A. SINSKY, party of the eighth part; and J. CALVIN CARNEY, Individually, party of the ninth part.

WHEREAS, Henry J. Clauss (hereinafter sometimes referred to as Clauss) is the owner in fee simple of property situate in the Fifth Election District, Anne Arundel County, State of Maryland, known as Lot No. 1, Section 2, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss property heretofore recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod F-9, Plat 12. Clauss obtained a Mortgage loan in the sum of $8000.00 from Belair Road Building and Loan Association, Incorporated (hereinafter sometimes referred to as Belair) and as security therefor executed a Mortgage and Confirmatory Mortgage on said property dated September 1,1950 and September 27, 1950, respectively, the latter Mortgage being recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 591, folio 500, in the said sum of $8000.00, the proceeds of which were thereupon deposited under a construction trust agreement with J. Calvin Carney (hereinafter sometimes referred to as Carney), Trustee for the purpose of making

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distribution of said funds to Clauss as the construction of the dwelling on said lot progressed. Copies of the said Mortgage and Trust Agreement are attached as exhibits to the original Bill of Complaint in these proceedings. Clauss entered into a Contract with the said Jesse Harris and Mary Harris, his wife (hereinafter sometimes referred to as Harris) to sell the said lot after erection of the dwelling upon the same, at and for the purchase price of $10,785.00, that said Clauss gave said Harris a receipt for the sum of $985.00, that this included $600.00 cash, cleaning lot allowance $100.00 and allowance for painting exterior $285.00, that said Harris claim to have done a part of said painting for which they were to secure said allowance; that according to the books of said Clauss, the job also was to include open staircase as an extra at a cost of $150.00 and full dormers in back as an extra at a cost of $350.00; Clauss also made payments on account of said Mortgage to Belair in the sum of $345.08 for which, according to the books of Clauss, he was to be reimbursed; that the amount due by said Harris upon completion of said dwelling, in accordance with the contentions of Clauss and his books, is as follows:

Contract price	$10,785.00
Open staircase - extra	150.00
Full dormer in back - extra	350.00
	$11,285.00
Payments made by Clauss to Belair	345.08
	$11,630.08
Less Cash 8/11/50	600.00
Balance due	$11,030.08

a copy of the Contract for said construction and sale is attached hereto, marked "Petitioners' Exhibit No. 1". However, said Harris denies liability for said open staircase at a cost of $150.00, as an extra, and for said full dormers in back, at a cost of $350.00, as an extra, and payments made by Clauss

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to Belair on account of Mortgage in the sum of $345.08. Prior to the institutionof these proceedings, Clauss disappeared, leaving construction work under his said contract unperformed, as estimated by your Receivers, as follows:

Complete trim work throughout house
Lay walks and concrete where necessary
Plaster walls throughout house
Tile bathroom, linoleum on floor
Hardwood floors throughout house except in kitchen and bath
Gutter and spouting
Install asphalt tile on kitchen floor
Install kitchen units
Complete heating system
Electric wiring to be completed throughout house
Plumbing to be completed
Finish roof
Install cellar way entrance
Top soil and seeding
Painting interior

That the following persons have filed Mechanics' Liens against said property, for the following amounts:

DeGrange Lumber Company	$3,092.53
Hosse and Martinoli	193.00
William H. Berger and Sons	100.00
Frederick Wiseman, trading as Wiseman Contracting Co. - apportioned as to this lot	94.55

After the disappearance of Clauss, John Demyan, Jr. and J. Calvin Carney (hereinafter sometimes collectively referred to as Receivers) in a proceeding in the Circuit Court for Anne Arundel County, In Equity, entitled John DeGrange et al vs. Henry J. Clauss, No. 10154, were appointed Receivers of the Estate of said Clauss. That said Mortgage under which there is due the sum of approximately $8500.00 is very much in default and subject to foreclosure; that only the sum of $600.00 was paid as deposit on the aforementioned purchase price as the remaining $385.00 were allowances to be made when certain items of work were done, most of which have never been done; that no plans and specifications were attached to said Contract nor to the Construction trust agreement aforesaid, nor were any plans and specifications filed with the Building Engineer's office for Anne Arundel County; that in view of all of the facts and

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circumstances, it is impossible for your Receivers to determine with certainty the type and kind of house which it was intended to be constructed by said Clauss for said purchasers or the amount due thereunder upon completion; that said contract is too indefinite and uncertain to be susceptible of specific performance and to inform your Receivers what is to be done thereunder or the respective rights of the parties thereunder; that said Harris have offered to surrender and release all of their rights in the aforesaid alleged contract dated August 11, 1950 upon payment to them of the sum of $700.00, as will appear from the offer of said Harris attached hereto as part hereof, marked "Petitioners' Exhibit No. 2". By an Order in said proceedings dated February 14, 1952, the said Court authorized said Receivers to enter into this Contract, and in order to enable them to obtain the funds necessary therefor, authorized them to borrow the sum of $4,400.00 against Series G. Certificates payable on or before six months from date thereof, with interest at the rate of six per cent. per annum until paid, and by Paragraph two of said Order, it is provided that the said Receivership Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds, to be used for the sole purposes of securing the surrender of existing contract held by said Harris dated August 11, 1950 covering said Lot No. 1, Section 2, Marie Avenue, and in improving the property situated on said lot; and any unexpended balance of said funds shall be returned to the lender in reduction of the indebtedness under said Series G. Certificates.

(b) The indebtedness secured by the said Series G Certificates shall, along with other Receivership Certificates of other Series issued in this proceeding, constitute a charge,

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subject to existing liens, upon all of the assets of the re-- ceivership, and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other Series which have been, or may be issued by the Receivership, except insofar as the Court may in each case grant a preference to a particular Series with regard to the property (or the proceeds from the sale of said property) being improved by that Series; and except as hereinafter provided by Paragraph "d".

(c) The said Martin A. Sinsky, Builder (hereinafter sometimes referred to as Sinsky) shall forthwith complete the construction of said property for the sum of $3,625.00, as follows:

Complete trim work throughout house
Lay walks and concrete where necessary
Plaster walls throughout house
Tile bathroom, linoleum on floor
Hardwood floors throughout house except in kitchen and bath
Gutter and spouting
Install asphalt tile on kitchen floor
Install kitchen units
Complete heating system
Electric wiring to be completed throughout house
Plumbing to be completed
Finish roof
Install cellar way entrance
Top soil and seeding
Painting interior

That said work shall be done with all reasonable dispatch in a good and workmanlike manner and the house shall be completed and ready for occupancy. Said Receivers agree to advance to the said Sinsky as the work progresses the amounts which they, in their discretion, may deem payable by reason of the progress of the work, and the balance withheld of such sum shall be paid upon satisfactory completion of all of such work and upon production of satisfactory evidence of the payment of all claims for labor and materials on said job. If said Sinsky fails or refuses to complete said work as aforesaid, or fails or refuses to complete said work with reasonable dispatch in the judgment of said Receivers, said Receivers, after five days' written

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notice to said Sinsky, shall have the right to complete the work at the expense and risk of said Sinsky, and charge against him any sums so expended.

(d) Upon the completion of the construction work remaining to be done as aforesaid, the Receivers shall as promptly as possible, sell the property for the highest price obtainable by public sale, they having first given at least three weeks' notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash, or at private sale, at a sum not less than its appraised value, and as soon as may be convenient after such sale or sales, the said Receivers 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 the same; and upon obtaining the Court's ratification of the sale and the payment of the whole purchase money (and not before) the said Receivers 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 said property free, clear and discharged from all liens and claims of the parties to this suit, complainants and defendants, and those claiming by, from or under them, or either of them. And the Receivers shall bring into this Court the money arising from the said sale to be distributed under the direction of this Court as follows: After payment of the expenses of the sale, including commissions allowed by Law, the money in the hands of the Receivers shall be distributed in the following manner, the payments being entitled to priority in the order stated; First, the payment of the existing mortage and Mechanics' Liens on said property, in accordance with priorities to be estab-- lished by the Court in this proceeding; Second, the payment

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of Series G. Certificates; Third, the pro rata reduction of all other outstanding indebtednesses upon Receivership Certificates of other Series; and finally, any amount remaining shall become part of the general funds of the Receivership.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All the parties hereto submit themselves, and the property herein described to the jurisdiction of the Circuit Court for Anne Arundel County, In Equity, in the aforementioned case, and consent to the issue of the Receivership Certificates upon the terms mentioned in the Order of this Court dated February 14 1952.

2. Immediately after the execution of this Contract, Belair agrees to advance to the Receivers against Series G Certificates issued as provided in the foregoing Order, the sum of $4,400.00, and the Receivers shall hold said sum as a special fund and shall pay unto said Harris the sum of $700.00 in consideration of securing a Release from the said Harris of their entire interest in Contract dated August 11, 1950, with respect to the purchase of property located on Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland, as aforesaid, and shall apply the balance to the completion of said property as aforesaid.

3. Said Receivers shall employ Martin A. Sinsky, Builder, to complete the construction work upon the terms above set forth, for the sum of $3,625.00.

4. Upon completion of the construction work hereinabove described, the aforementioned property shall be sold by the Receivers in fee-simple, free and clear of all liens, and the proceeds applied by the Receivers in accordance with the terms of the Order of this Court dated February, 14, 1952, under which the said Series G. Receivership Certificates were issued.

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5. DeGrange Lumber Company (hereinafter sometimes referred to as DeGrange), Ernest Hosse, Jr. and Albert Martinoli, Co-partners, trading as Hosse & Martinoli (hereinafter sometimes referred to as Hosse & Martinoli) William H. Berger & Sons (hereinafter sometimes referred to as Berger), and Frederick Wiseman, trading as Wiseman Contracting Company, (hereinafter sometimes referred to as Wiseman), and each of them, agree to promptly file Petitions in said Receivership proceeding to determine the validity and the amount of their respective claims against Clauss which are secured by Mechanics' Liens against the aforementioned property. All parties reserve the right to contest the claim of DeGrange, Hosse and Martinoli and Berger and Wiseman, and each of them, for priority with respect to said Mechanics' Liens as against the Belair Mortgage, it being intended that the rights of Belair, DeGrange, Hosse and Martinoli, Berger and Wiseman to the said proceeds available for payment of their claims as herein provided shall be hereafter determined in this proceeding.

6. As an inducement to DeGrange, Hosse and Martinoli, Berger, Wiseman and Belair to enter into this Contract, Carney agrees to purchase from DeGrange, Hosse and Martinoli, Berger, Wiseman and Belair any claims against Clauss which are established in the abovementioned proceeding, by them or any of them to be liens against the said property, at a price equal to the amount of the said liens less the amount received by them respectively from the Receivers as a result of the sale of said property, and Carney shall thereupon be entitled to prove the said claims as general claims in the receivership proceeding.

7. In consideration of the payment and performance as herein provided, said Harris hereby fully and finally releases and discharge said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof, Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, as Trustee and individually, of and from any, all and every claim,

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action or demand which the said Harris may now have, or might or could hereafter have, in any manner whatsoever arising out of or in any manner connected with the construction of said property on Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, State of Maryland, and/or the Mortgage thereon, arising prior to the date of these presents.

8. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this Agreement.

9. This Agreement is entered into, subject to the approval thereof by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Case No. 10154, and unless this Agreement is approved by said Court, the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto, this 13th day of February, --------- 1952.

WITNESS:

Amelia H. Tubman

Phyllis J. Smith

Noah A. Hillman as to Jesse & Mary Harris

John Demyan, Jr. (SEAL)

J. Calvin Carney (SEAL)
Receivers

Jesse Harris (SEAL)

Mary Harris (SEAL)

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

Amelia H. Tubman

F. Ward DeGrange (SEAL)
Surviving Partner of John De Grange and F. Ward DeGrange Co-Partners trading as DeGrange Lumber Company

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

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Ernest Hosse, Jr. and Albert Martinoli, Co-partners trading as Hosse & Martinoli

Ernest Hosse — By Albert Joseph Martinoli (SEAL)
Albert Joseph Martinoli

William H. Berger & Sons

Phyllis J Smith — By Elmer W Berger (SEAL)
Elmer W. Berger

Samuel Schenker — (SEAL)
Samuel Schenker

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as Wiseman Contracting Company

Amelia H. Tubman — Martin A Sinsky (SEAL)
Martin A. Sinsky

Phyllis J. Smith — J. Calvin Carney (SEAL)
Phyllis J. Smith
J. Calvin Carney
Individually

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

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ORDER

Upon the aforegoing Petition, Exhibits and Affidavits of the Receivers and the Consents thereto appended, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 14th day of February, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the Receivers in this proceeding are hereby authorized to enter into the contract attached to this Petition, and which Contract is hereby ratified and approved.

2. That in order to obtain the funds necessary to enable them to effect a release of the existing contract from Jesse Harris and Mary Harris, his wife, as set forth in the aforegoing Petition, and to pay the cost of completing the construction of said property as aforesaid, the Receivers are hereby authorized to borrow the sum of $4,400.00 from Belair Road Building and Loan Association, Incorporated against Receivership Certificates to be known as Series G. Certificates, which shall be payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid.

3. That the Receivership Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purpose of procuring the surrender of Contract dated August 11, 1950 from Jesse Harris and Mary Harris, his wife covering Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland, and paying the cost of improving and completing said property, as set forth in said Contract, and any unexpended balance of said funds shall be returned to the lender in reduction of indebtedness upon said Series G. Certificates.

Filed 14 Feb, 1952

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

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(b). The indebtedness secured by the said Series G. Certificates shall, along with other Receivership Certificates of other Series issued in this proceeding, constitute a charge subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other series, which have been, or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property (or the proceeds from the sale of property) improved by that Series.

(c) That said Series G. Certificates shall constitute a first charge upon the proceeds of sale of said property known as Lot No. 1, Section 2, Marie Avenue, subject to existing liens thereon, and the proceeds of said sale when collected, after payment of such existing liens, shall be applied immediately toward the reduction of the indebtedness of said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all other then outstanding indebtednesses upon receivership certificates of other Series.

4. That said Receivers are hereby authorized to pay to the said Jesse Harris and Mary Harris, his wife, the sum of $700.00 in full settlement and satisfaction of all claims under contract dated August 11, 1950, covering Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland, upon the release and surrender of all of their rights in said Contract, and said Receivers are further authorized to employ Martin A. Sinsky at a cost of $3,625.00 to improve and complete the construction of dwelling on said Lot No. 1, Section 2, Marie Avenue.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 415

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

PETITION OF JESSE HARRIS and MARY HARRIS, his wife

RE: LOT NO. 1, SECTION 2, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Jesse Harris and Mary Harris, his wife, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That the Receivers in the above-entitled case have filed, or intend to file, a Petition in these proceedings, with exhibits thereto attached, for leave to enter into a Contract to make certain improvements on Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, State of Maryland, copies of said Petition and Exhibits and a form of proposed Order to be signed by this Court, having been served upon your Petitioners.

2. That they have read the said Petition and Exhibits, that they are the persons mentioned in the said Petition; and that they admit the facts as therein stated, and consent to the relief therein prayed; and that they further consent to the entry of an Order by this Honorable Court in the form attached to the said Petition.

3. That they are advised that they should be made party defendants in this proceeding; but that no further answer by them to the pleadings in the case is required at the present time.

TO THE END, THEREFORE, that this Honorable Court shall authorize and direct that your Petitioners be made party

Filed 14 Feb., 1952

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

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defendants in the case for the purpose of submitting your Petitioners to the jurisdiction of this Court; but that no further pleadings be required of them at this time.

AND, as in duty bound, etc.

Jesse Harris
Jesse Harris

Mary Harris
Mary Harris
Petitioners

Noah A. Hillman
Noah A. Hillman
Maryland Hotel Building
Annapolis, Maryland

Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of February 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Jesse Harris and Mary Harris, his wife, Petitioners, named in the aforegoing Petition, who are known to the subscriber; and they did thereupon sign the said Petition and acknowledge the same to be their act and deed; and they did further make oath in the manner and form provided by Law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Naomi K. Cox
Notary Public

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

LIBER 83 PAGE 417

ORDER

Upon the foregoing Petition and Affidavit, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 14th day of February, 1952,

ORDERED, That Jesse Harris and Mary Harris, his wife be and they are hereby made party defendants in these proceedings, and

IT IS FURTHER ORDERED, That their Petition shall be accepted as an Answer to the Petition of the Receivers concerning the improvements on Lot No. 1, Section 2, Marie Avenue.

Benjamin Michaelson
Judge.

Filed 14 Feb., 1952

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

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LIBER 83 PAGE 418

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

* * * * * * * * *

RECEIPT

RE: PROPERTY OF JOHN R. BURL and KATHERINE G. BURL, his wife LOCATED ON FORT SMALLWOOD ROAD, ANNE ARUNDEL COUNTY.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above case, the following sum in full payment and satisfaction of Receivership Certificate Series F dated October 20, 1951, issued in connection with property of John R. Burl and Katherine G. Burl, his wife located on Fort Smallwood Road, Anne Arundel County, Maryland:

Amount of Certificate	$1,000.00
Interest from 10/20/51 - 1/31/52	16.83
Total Amount Received	$1,016.83

ATTEST: BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert E. Engelhardt
Secretary

By J. David Lassahn
J. David Lassahn, President

Filed 14 Feb, 1952

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * *

RECEIPT

RE: LOT NO. 4, SECTION 2, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above case, the following sum to be applied on account of Receivership Certificate Series C. dated August 3, 1951, issued in connection with property known as Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, Maryland, as follows:

Interest from 8/3/51 - 1/31/52	$ 237.32
On account of principal of Certificate	4,405.03
Total Amount Received	$ 4,642.35

ATTEST:

Herbert H. Englehardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

Filed 14 Feb, 1952.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * *

RECEIPT

RE: LOT NO. 7, SECTION 1, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above case, the following sum to be applied on account of Receivership Certificate Series E dated October 20, 1951, issued in connection with property known as Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland, as follows:

Interest from 10/20/51 - 1/31/52	$ 85.85
On account of principal of Certificate	4,556.50
Total Amount Received	$4,642.35

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert [illegible]
Secretary

By J. David Lassahn
J. David Lassahn, President.

Filed 14 Feb, 1952.

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

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LIBER 83 PAGE 421

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

RECEIPT

RE: 1/2 of LOT NO. 2, 1/2 OF LOT NO. 3, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above case, the following sum to be applied on account of Receivership Certificate Series A dated August 3, 1951, issued in connection with property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, Maryland, as follows:

Interest from 8/3/51 - 1/31/52	$ 210.69
On account of principal of Certificate	4,431.68
Total Amount Received	$ 4,642.37

ATTEST:

Herbert E. Engelhardt
Secretary

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn
J. David Lassahn, President

Filed 14 Feb, 1952.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * *

RE: LOT NO. 1, SECTION 2, MARIE AVENUE

Mr. Clerk:

Please file the attached Receipt from Jesse Harris and Mary Harris, his wife to John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above proceeding, in the sum of Seven Hundred Dollars ($700.00) re: property known as Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, State of Maryland.

Filed 27 Feb, 1932.

John Demyan, Jr.

J. Calvin Carney
Receivers

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

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TELEPHONE
PLAZA 8448

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

February 6 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the case of John DeGrange et al. vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, the sum of Seven hundred Dollars ($700.00) in accordance with Order of Court in said case dated February 14, 1952, and our Release with respect to Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland.

TEST:

Noah A. Hillman as to both

Jesse Harris
Jesse Harris

Mary Harris
Mary Harris

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199
	*	Case No. 10154

* * * * * *

RE: LOT NO. 11, MARIE AVENUE

Filed 17 Mar., 1932

Mr. Clerk:

The undersigned, John Demyan, Jr. and J. Calvin Carney, Receivers herein, certify that they have received the following sum for the sale of unimproved Lot No. 11, Marie Avenue, as per Report of Sale heretofore filed and ratified by this Court:

Purchase price		$1000.00
Adjustment of 1951 water rent paid		1.09
		$1001.09
Allowance, as agreed, for faulty location of septic tank and appurtenances of Lot No. 10, Marie Avenue	$500.00	
One-half of revenue stamps -- state and federal	1.10	501.10
		$ 499.99

And they have disbursed this sum as follows:

Mechanics' Lien of Frederick Wiseman, trading as Wiseman Contracting Co. against Lot No. 10, Marie Avenue	99.36	
Mechanics' Lien of Frederick Wiseman, trading as Wiseman Contracting Co. against Lot No. 11, Marie Avenue	99.99	
DeGrange Lumber Co. interest on Mechanics' Lien against Lot No. 10 - erroneously deducted from proceeds of Lot No. 10 upon re-sale	30.86	
Recording Partial Release of Mtge.	2.00	
Amounts carried forward	232.21	499.99

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

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Amounts carried forward	232.21	499.99
Recording Partial Releases of Mechanics' Liens	1.00	233.21

Balance paid on account of partial Release of Mortgage to Belair Road Building & Loan Assn. covering Lot 11, Marie Avenue (and other properties) $266.78

John Demyan, Jr.

J. Calvin Carney
Receivers

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

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LIBER 83 PAGE 426

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * * * * *

RE: LOT NO. 11, MARIE AVENUE

In consideration of the payment of the sum of Ninety-nine Dollars and Ninety-nine Cents ($99.99) to the undersigned by J. Calvin Carney, which sum represents apportionment of the hereinafter mentioned Mechanics' Lien and interest on such apportionment, as to property known as Lot No. 11, Marie Avenue (unimproved), the undersigned hereby assigns Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 11, Marie Avenue, dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00) and the debt due thereunder, to the extent of the aforementioned apportionment, without recourse to the said J. Calvin Carney absolutely.

Samuel Schenker

Atty. for Lien Claimant

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Contracting Company

Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 6th day of March, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Frederick Wiseman trading as Wiseman Contracting Company and acknowledged the aforegoing Assignment to be his act.

AS WITNESS My Hand and Notarial Seal.

Frances P. McCourt
FRANCES P. McCOURT
Notary Public

Filed 17 Mar., 1952

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * * * * * * * *

RE: LOT NO. 11, MARIE AVENUE

RECEIVED of J. Calvin Carney the sum of Ninety-nine Dollars and Ninety-nine Cents ($99.99), representing payment of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 11, Marie Avenue (unimproved), as apportioned against this property , including interest on such apportionment, said Lien being dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Mechanics' Lien Docket J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00).

In consideration of this payment, the undersigned has assigned said apportionment of said lien as to the above-mentioned property, and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely, this 6th day of March, 1952.

Witness:

Samuel Schenker

Samuel Schenker

Frederick Wiseman (SEAL)

Frederick Wiseman, trading as Wiseman Contracting Company

Filed 17 March, 1952.

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

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JOHN DeGRANGE et al LIBER 83 PAGE 428 IN THE

vs. * CIRCUIT COURT

HENRY J. CLAUSS * FOR

* ANNE ARUNDEL COUNTY

* In Equity
No. 14, folio 199
Case No. 10154

*** * * **

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That pursuant to Orders of Court, your Petitioners are engaged in the completion of houses on the following lots:

Lot No. 7, Section 1, Marie Avenue
Lot No. 1, Section 2, Marie Avenue
1/2 of Lot No. 2 and 1/2 of Lot No. 3, Section 2, Marie Avenue
Lot No. 4, Section 2, Marie Avenue

2. That it has been deemed advisable to construct sidewalks and curbing in front of houses located on Lot No. 1, Section 2, Marie Avenue, 1/2 of Lot No. 2 and 1/2 of Lot No. 3, Marie Avenue and Lot No. 4, Section 2, Marie Avenue, as the Receivers believe that such construction will improve the chances of prompt sale of said houses at a fair price.

3. That your Petitioners have received a bid from Martin A. Sinsky, Builder, who is finishing the construction of the above properties, to construct said sidewalks and curbing at a price of $700.00, which amount your Receivers believe to be reasonable and proper.

4. That your Receivers believe that the chances of prompt sale of the aforementioned houses would also be improved by the installation of pump and water elimination system on said premises.

Filed 24 May, 1932

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

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5. That your Receivers have received a bid from Martin A. Sinsky, Builder, to install said pump and water elimination system in each of the aforesaid properties for the sum of $175.00 per house, less $80.00 as to Lot No. 4, Section 2, Marie Avenue which already has a pump installed therein.

6. That your Petitioners believe that such work is necessary and should eliminate any water condition in the cellars of said houses.

7. That Belair Road Building and Loan Association, Incorporated has agreed to advance the sum of One thousand three hundred twenty Dollars ($1,320.00) on Receivership Certificates to cover the aforesaid work, said advance to be in the same manner and to the same extent as it has advanced other funds for the completion of properties herein.

WHEREFORE, your Petitioners pray this Court may pass an appropriate Order in the premises.

And, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

Charles G. Page

J. Calvin Carney

Counsel for Petitioners-Receivers

Petitioners-Receivers

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

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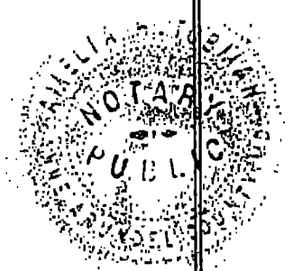
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

IHEREBY CERTIFY, That on this 21st day of March, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr. who made oath in due form of law that the matters and facts set forth in said Petition are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.



Amelia H. Tubman
Notary Public Amelia H. Tubman

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of March, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the ~~City aforesaid~~ BALTIMORE COUNTY, personally appeared J. Calvin Carney 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, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public

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

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ORDER

Upon the aforegoing Petition and Affidavits, it is this 24th day of March, 1952, by the Circuit Court for Anne Arundel County, In Equity, in the above entitled case,

ORDERED, as follows:

1. That the Receivers in this proceeding are hereby authorized to employ Martin A. Sinsky, Builder to construct sidewalks and curbing in front of Lots 1, 2, 3 and 4, Section 2, Marie Avenue, approximately four feet wide, including curb, and approximately 211 feet long, for the sum of $700.00.

2. That said Receivers are hereby authorized to employ Martin A. Sinsky, Builder to install pumps and water elimination systems in the houses located on the following lots:

Lot No. 7, Section 1, Marie Avenue
Lot No. 1, Section 2, Marie Avenue
1/2 Lot No. 2, 1/2 of
Lot No. 3, Section 2, Marie Avenue
Lot No. 4, Section 2, Marie Avenue

for the sum of $175.00 per house, less $80.00 as to Lot No. 4, Section 2, Marie Avenue which already has pump installed, or a total price of $620.00.

3. That in order to obtain the funds necessary for the aforementioned work, as set forth in the aforegoing Petition, the Receivers are hereby authorized to borrow the sum of One thousand three hundred twenty Dollars ($1,320.00) from Belair Road Building and Loan Association, Incorporated against Receivership Certificates to be known as Series H. Certificates, which shall be payable on or before six months from date thereof, with interest at the rate of six percent. per annum until paid.

Filed 24 Mar., 1952.

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

375

4. That the Receivership Certificates shall be issued upon the following terms and conditions:

(a) The monies so borrowed shall be held by the Receivers separate and apart from the Receivership funds to be used for the sole purposes of constructing sidewalks and curbing as aforesaid and installation of pumps and water elimination systems as aforesaid, and any unexpended balance of said funds shall be returned to the lender in reduction of indebtedness upon said Series H. Certificates.

(b) The indebtedness secured by the said Series H. Certificates shall, along with other Receivership Certificates of other Series issued in this proceeding, constitute a charge subject to existing liens, upon all of the assets of the Receivership and entitled to priority over claims against Clauss proved in this proceeding; and they shall be payable on an equal basis with the Certificates of other series, which have been, or may be issued by the Receivership, except insofar as the Court may, in each case, grant a preference to a particular Series with regard to the property (or the proceeds from the sale of property) improved by that Series.

(c) The said Series H. Certificates shall constitute a first charge upon the proceeds of sale of properties known as Lot No. 7, Section 1, Marie Avenue, Lot No. 1, Section 2, Marie Avenue, 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue and Lot No. 4, Section 2, Marie Avenue, subject to the existing liens thereon, and the proceeds of said sales, when collected, after payment of such existing liens, shall be applied immediately toward the reduction of the indebtedness on said Certificates. In the event of any balance remaining over and above the amount due thereon, the same shall be applied pro rata toward the reduction of all

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

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other then outstanding indebtednesses upon receivership certificates of other Series.

(d) That said Series H. Receivership Certificates shall be in the form of Certificates heretofore issued in this proceeding.

Benjamin Wilkinson
Judge.

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

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JOHN DE GRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * * * * *

PETITION AND REPORT OF SALE RE: UNIMPROVED LOTS 4 and 6, MARIE AVENUE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully show:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered on their duties as such Receivers.

2. That among the assets of this Estate are the fee simple unimproved properties known as Lots Nos. 4 and 6, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, owned by Henry J. Clauss, 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 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 158; being also part of the property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated, dated January 28th, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 555, folio 404, in the sum of Ten Thousand Dollars ($10,000.00).

Filed 13 May, 1952

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3. That said property is subject to the following specific liens against the same:

(a) Aforesaid Mortgage held by Belair Road Building and Loan Association, Incorporated, covering these two unimproved lots and two other unimproved lots, on which there is due approx. $1300.00

4. That Marion Wasielevski and Margaret Wasielevski, his wife are the owners of improved fee simple property known as Lot No. 5, Marie Avenue by virtue of Deed from Henry J. Clauss to them, dated November 19, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 509, folio 257; that part of the septic tank and appurtenances in connection with the improvements located on said Lot No. 5, Marie Avenue are located on unimproved Lot 4, Marie Avenue.

5. That your Receivers have been endeavoring to sell said Lots Nos. 4 and 6, Marie Avenue at private sale, for the highest price obtainable.

6. That subject to the approval of this Court, your Receivers have entered into a contract dated May 1952, with Marion Wasielevski and Margaret Wasielevski, his wife, whereby your Receivers sold to said Marion Wasielevski and wife,and said Marion Wasielevski and wife purchased from said Receivers said fee simple unimproved Lots Nos. 4 and 6, Marie Avenue as aforesaid for the net sum of One thousand five hundred Dollars ($1,500.00), being Two thousand Dollars ($2000.00) less an allowance of Five hundred Dollars ($500.00) with respect to said location of said septic tank and appurtenances, cash upon ratification of sale by this Court.

7. That your Receivers aver that it is necessary to sell said fee simple unimproved lots to liquidate the affairs of said Henry J. Clauss and pay the mortgage claims against the Estate of Henry J. Clauss and the within property, and other claims against other properties constituting this Estate.

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
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8. That said sale was fairly made and for the most money to be obtained therefor, and is advantageous to this Estate.

9. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland, certifying as to the value of said unimproved fee simple lots 4 and 6, Marie Avenue.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition and 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.

BALTIMORE CO. MD. NOTARY PUBLIC PHYLLIS J. SMITH

Phyllis J. Smith
Notary Public

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 437

This Agreement of Sale, made this 7th day of May nineteen hundred and fifty--two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and Marion Wasielevski and Margaret Wasielevski, 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 unimproved fee simple described property, situate and lying in Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 4 and 6, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat No. 6, dimensions of each of said lots being approximately fifty feet by one hundred seventy-four feet; subject to septic tank and appurtenances thereon and therein belonging to and used in connection with house on Lot No. 5, Marie Avenue located on said Lot No. 4.

Filed 13 May, 1952

at and for the price of Two thousand ($2000.00) Dollars, Five hundred Dollars ($500.00) being allowance by reason of existence of septic tank and appurtenances in and on said Lot No. 4, Marie Avenue ~~Dollars ($~~) and used by the house on adjoining Lot No. 5, Marie Avenue ~~Dollars ($~~)

have been paid prior to the signing hereof, and the balance to be paid as follows: the balance of One thousand five hundred ($1,500.00) Dollars upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel County Sanitary Com. charges against said property to be apportioned or adjusted as of date of settlement ~~[illegible]~~, ~~[illegible]~~ 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. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

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

Phyllis J. Smith
WITNESS—AS TO SELLER'S SIGNATURE

Phyllis J. Smith
WITNESS—AS TO SELLER'S SIGNATURE

Linwood T. Watson
WITNESS—AS TO BUYER'S SIGNATURE

Frank Wood
WITNESS—AS TO BUYER'S SIGNATURE

John Demyan, Jr. (SEAL)
SELLER'S SIGNATURE

John Demyan, Jr.
J. Calvin Carney, Receivers (SEAL)
SELLER'S SIGNATURE

Marion Wasielevski (SEAL)
BUYER'S SIGNATURE

Marion Wasielevski
Margaret Wasielevski (SEAL)
BUYER'S SIGNATURE

Margaret Wasielevski

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CERTIFICATE

WE, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple unimproved property known as Lots Nos. 4 and 6, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6; that we are familiar with the value of said property and other property in the vicinity thereof; that we are of the opinion the sum of One thousand five hundred Dollars ($1,500.00) net represents the fair market value of said fee simple unimproved property known as Lots Nos. 4 and 6, Marie Avenue proposed to be sold by said Receivers; and we believe said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said sale after the issuance of the usual Order Nisi thereon.

Filed 13 May, 1952

Edward N. C. Bradley

Herbert F. Engelhardt

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 12th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Dean

Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Ethel B. Wadsworth

Notary Public Ethel B. Wadsworth

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

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Filed 13 May, 1952

LIBER 83 PAGE 439

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR ANNE ARUNDEL COUNTY
	*	In Equity
	*	No. 14, Folio 199
	*	Case No. 10154
	*	

* * * * * *

ORDER
RE: UNIMPROVED LOTS 4 and 6, MARIE AVENUE

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits and Contract attached to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 13th day of May, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property known as Lots Nos. 4 and 6, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers herein, for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Marion Wasielevski and Margaret Wasielevski, his wife for fee simple unimproved property known as Lots Nos. 4 and 6, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6 for the net sum of One thousand five hundred

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Dollars ($1,500.00) be and the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof; and upon entry of the final Order of ratification herein and upon payment in full by said Marion Wasielevski and Margaret Wasielevski, his wife of the aforesaid net purchase price of One thousand five hundred Dollars ($1,500.00), said Receivers shall convey said fee simple unimproved property by a good and marketable title to said Marion Wasielevski and Margaret Wasielevski, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds of said sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson
Judge.

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J. CALVIN CARNEY
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BALTIMORE 2, MD.

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LIBER 83 PAGE 441

ORDER NISI

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 13 May, 1952

Ordered, this 13 day of May, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of June next.

The report states that the amount of sales to be $ 1,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 25 June, 1952.

ORDERED BY THE COURT, This 25th day of June, 1952, that the sale made and reported by the ~~Trustee~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Henderson

J J

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JOHN DE GRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154
	*	

* * * * * * * * *

PETITION AND REPORT OF SALE

RE: LOT NO. 7, AND IMPROVEMENTS, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered upon their duties as such Receivers.

2. That among the assets of the Estate is fee simple improved property known as Lot No. 7, Section 1, Marie Avenue, as shown on Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, being the same lot of ground described in a Deed from Eva L. Clark, Unmarried to the aforesaid Receivers dated October 31st, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 652, folio 549, and being the same lot of ground described in a Mortgage from said Eva Clark to Belair Road Building and Loan Association, Incorporated dated October 6, 1950, and

Filed 13 May, 1952.

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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
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recorded among the aforesaid Land Records in Liber J.H.H. No. 593, folio 528, in the sum of Eight thousand Dollars ($8000.00).

3. That said property is subject to the following specific liens against the same:

(a)	Aforesaid mortgage held by Belair Road Building and Loan Association, Incorporated, on which there is due approximately	$8450.00
(b)	Mechanics' Lien of DeGrange Lumber Co.	2592.89
(c)	Mechanics' Lien of Hosse & Martinoli	247.25
(d)	Mechanics' Lienof William H. Berger & Sons	100.00

4. That your Receivers borrowed the sum of Five thousand one hundred Dollars ($5,100.00) on Receivership Certificate Series E, of which has been paid the sum of Four thousand five hundred fifty-six Dollars and Fifty Cents ($4,556.50) with interest to January 31, 1952, which sum was used to reimburse Eva L. Clark for monies paid by her on account of said property and to complete construction of said property; that your Receivers also borrowed the sum of One thousand three hundred twenty Dollars ($1320.00) on Receivership Certificate Series H to install sump pumps and water elimination systems in this and three other properties belonging to this Receivership Estate, of which One hundred seventy-five Dollars ($175.00) was used as to this property.

5. That your Receivers have been endeavoring to sell said property at private sale for the highest price obtainable.

6. That subject to the approval of this Court, your Receivers have entered into a Contract dated May 2nd, 1952 with Aaron Coplin and Rheba Coplin, his wife, whereby your Receivers sold to said Aaron Coplin and wife and said Aaron Coplin and wife purchased from said Receivers fee simple improved property known as Lot No. 7, Marie Avenue, as aforesaid, for the sum of Twelve Thousand Dollars ($12,000.00), as per Contract attached hereto as part hereof marked "Petitioners'

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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Exhibit No. 1", cash upon ratification by this Court.

7. That your Receivers believe it is necessary to sell said property in order to liquidate the affairs of said Henry J. Clauss and pay the Mortgage, Mechanics' Lien claims, Receivership Certificates and other claims against this property and the other properties constituting this Estate; that said sale of said property was fairly made and for the most money that could be obtained therefor, and is advantageous to the Estate.

8. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said fee simple improved property known as Lot No. 7, Marie Avenue.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, BALTIMORE COUNTY to wit:

I HEREBY CERTIFY, That on this 7TH day of May, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the facts stated in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE CO. MD.

Notary Public

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 445

This Agreement of Sale, made this 2nd day of May nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and Aaron Coplin and Rheba Coplin, his wife (3038 Brighton St.), 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, known and designated as Lot No. 7, Section 1, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property, said Plat being recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-9, Plat 6, dimensions of lot approximately fifty feet by one hundred seventy-four feet, together with improvements thereon, in fee simple.

Filed 13 May, 1952.

at and for the price of Twelve Thousand and no/100 ---------- Dollars ($12,000.00)

of which One Thousand and no/100 ---------- Dollars ($ 1,000.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash within sixty (60) days. This sale will be reported immediately by said Receivers for ratification in the case of John DeGrange et al. vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, in the Circuit Court for Anne Arundel County, In Equity, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. Property sold as is and in its present condition, except that ceilings of the bedrooms on second floor are to be repaired and tile near toilet paper rack in bathroom is to be repaired by the Receivers, at the expense of the Receivers.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty. Sanitary Com. charges against property to be apportioned or adjusted as of date of settlement. ~~XXXXXXXXX~~ 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. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

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

Phyllis J. Smith
WITNESS—AS TO SELLER'S SIGNATURE

John Demyan, Jr. (SEAL)
SELLER'S SIGNATURE
John Demyan, Jr., Receiver

Phyllis J. Smith
WITNESS—AS TO SELLER'S SIGNATURE

J. Calvin Carney (SEAL)
SELLER'S SIGNATURE
J. Calvin Carney, Receiver

Phyllis J. Smith
WITNESS—AS TO BUYER'S SIGNATURE

Aaron Coplin (SEAL)
BUYER'S SIGNATURE
Aaron Coplin

Phyllis J. Smith
WITNESS—AS TO BUYER'S SIGNATURE

Rheba Coplin (SEAL)
BUYER'S SIGNATURE
Rheba Coplin

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CERTIFICATE

We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple improved property known as Lot No. 7, Marie Avenue, as shown on the Plat of Subdivision of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6; that we are familiar with the value of this property and other properties in the vicinity thereof; that we are of the opinion that the sum of Twelve thousand Dollars ($12,000.00) represents the fair market value of this property; and we believe that said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said Sale after the issuance of the usual Order Nisi.

Edward N. C. Bradley

Herbert F. Engelhardt

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY to wit:

I HEREBY CERTIFY, That on this 12th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Bean

Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Ethel B. Wadsworth

Notary Public Ethel B. Wadsworth

ETHEL B. WADSWORTH NOTARY PUBLIC

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

Filed 13 May, 1952.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199
	*	Case No. 10154

* * * * * * *

ORDER RE: LOT NO. 7, AND IMPROVEMENTS, MARIE AVENUE.

Upon the aforegoing Petition and Report of Sale, Affidavits of Receivers, Certificate and Affidavits and Contract attached to said Petition and Report of Sale, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 13th day of May, 1952,

ADJUDGED, ORDERED, and DECREED as follows:

1. That the fee simple improved property known as Lot No. 7, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Aaron Coplin, and Rheba Coplin, his wife of the said fee simple improved property known as Lot No. 7, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, for the sum of Twelve Thousand Dollars ($12,000.00) be and

Filed 13 May, 1952.

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

391

the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof, and upon entry of final Order of ratification herein and upon payment in full by said Aaron Coplin and Rheba Coplin, his wife of said purchase price, said Receivers shall convey said property by a good and marketable title to said Aaron Coplin and Rheba Coplin, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds from such sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Henderson
Judge.

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

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ORDER NISI

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 13 May, 1952.

Ordered, this 13 day of May, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of June next.

The report states that the amount of sales to be $ 12,000.00.

John F. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 25 June, 1952.

ORDERED BY THE COURT, This 25th day of June, 1952, that the sale made and reported by the ~~Trustee~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199 Case No. 10154

* * * * *

PETITION AND REPORT OF SALE

RE: UNIMPROVED LOTS 30, 31 and 32, Section 2, Marie Avenue.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified as such by filing an approved bond and have entered on their duties as such Receivers.

2. That among the assets of this Estate are the fee simple unimproved properties known as Lots Nos. 30, 31 and 32, Marie Avenue as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, owned by Henry J. Clauss, being part of the property described in a Deed from The Brooklyn Home Realty Company to 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 569; being also part of the property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated July 13, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 579, folio 571, in the sum

Filed 13 May, 1952

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

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of Eight thousand five hundred Dollars ($8,500.00).

3. That said property is subject to the following specific liens against the same:

(a) Aforesaid Mortgage held by Belair Road Building and Loan Association, Incorporated on which there is due approximately, which Mortgage covers these three unimproved lots and approx. twenty-five other unimproved lots — $6000.00

4. That your Receivers have been endeavoring to sell said Lots 30, 31 and 32, Marie Avenue, Section 2, at private sale, for the highest price obtainable.

5. That subject to the approval of this Court, your Receivers have entered into a Contract dated May , 1952, with Louis A. Mattheiss and Angela H. Mattheiss, his wife, whereby your Receivers sold to said Louis A. Mattheiss and wife and said Louis A. Mattheiss and wife purchased from said Receivers said fee simple unimproved Lots 30, 31 and 32, Marie Avenue, Section 2, as aforesaid, for the sum of Two Thousand Dollars ($2000.00), cash upon ratification of sale by this Court.

6. That your Receivers aver it is necessary to sell said properties to liquidate the affairs of said Henry J. Clauss and to pay the aforesaid Mortgage against said properties and to pay mortgages, Mechanics' Lien claims and other claims against the other properties constituting this Estate; that said sale was fairly made and for the most money to be obtained therefor, and is advantageous to the Estate.

7. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said fee simple unimproved Lots 30, 31 and 32, Marie Avenue, Section 2.

WHEREFORE, your Receivers report this sale to this

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Honorable Court for ratification after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of May, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County of Baltimore, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the facts stated in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE CO. MD.

Phyllis J. Smith
Notary Public

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 453

This Agreement of Sale, made this 7th day of May nineteen hundred and fifty--two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and Louis A. Mattheiss and Angela M. Mattheiss, his wife (2547 West Fayette Street), 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 unimproved fee simple property, situate and lying in Anne Arundel County, State of Maryland, known and designated as Lots Nos. 30, 31 and 32, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, dimensions of each of said lots being approximately fifty feet by one hundred ~~seventy four~~ ninety-four feet,

Law J.M.M. Clerk

Filed 13 May, 1952.

at and for the price of Two thousand and no/100 ---------- Dollars ($2,000.00)

of which Five hundred and no/100 ---------- Dollars ($ 500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: balance to be paid in cash upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein: but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty. Sanitary Com. charges against said property to be apportioned or adjusted as of date of settlement ~~XXXXXXXXXXXXXX~~ 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. Costs of all documentary stamps required by law shall be divided equally between the parties hereto.

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

Phyllis J. Amitt
WITNESS—AS TO SELLER'S SIGNATURE

Phyllis J. Amitt
WITNESS—AS TO SELLER'S SIGNATURE

Richard L. Edelen
WITNESS—AS TO BUYER'S SIGNATURE

Richard L. Edelen
WITNESS—AS TO BUYER'S SIGNATURE

John Demyan, Jr. (SEAL)
SELLER'S SIGNATURE
John Demyan, Jr.

J. Calvin Carney (SEAL)
SELLER'S SIGNATURE
J. Calvin Carney, Receivers

Louis A. Mattheiss (SEAL)
BUYER'S SIGNATURE
Louis A. Mattheiss

Angela M. Mattheiss (SEAL)
BUYER'S SIGNATURE
Angela M. Mattheiss

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CERTIFICATE

WE, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple unimproved property known as Lots Nos. 30, 31 and 32, Marie Avenue as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12; that we are familiar with the value of said property and other property in the vicinity thereof; that we are of the opinion the sum of Two thousand Dollars ($2000.00) represented the fair market value of said fee simple unimproved property known as Lots Nos. 30, 31 and 32, Marie Avenue as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat 12, proposed to be sold by said Receivers; and we believe said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said sale after the issuance of the usual Order Nisi thereon.

Filed 13 May, 1952

Edward N. C. Bradley.

Herbert F. Engelhardt

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 12th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Bean

Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 8th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Ethel B. Wadsworth
Ethel B. Wadsworth
Notary Public

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * *

ORDER
RE: UNIMPROVED LOTS NOS. 30, 31 and 32,
MARIE AVENUE, SECTION 2

Upon the aforegoing Petition and Report of Sale, Affidavits of Receivers, Certificate and Affidavits and Contract attached to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, In Equity, in the above entitled case, this 13th day of May, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property known as Lots Nos. 30, 31 and 32, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers herein, for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Louis A. Mattheiss and Angela M. Mattheiss, his wife for fee simple unimproved Lots Nos. 30, 31 and 32, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No.

Filed 13 May, 1952.

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J. CALVIN CARNEY, JR.
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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

400

3, Rod F-9, Plat No. 12, for the sum of Two thousand Dollars ($2000.00) be and the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof, and upon entry of final Order of ratification herein and upon payment in full by said Louis A. Mattheiss and Angela M. Mattheiss, his wife of said purchase price, said Receivers shall convey said fee simple unimproved property by a good and marketable title to said Louis A. Mattheiss and Angela M. Mattheiss, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds from such sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Cout; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson
Judge

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

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LIBER 83 PAGE 458

ORDER NISI

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 13 May, 1952

Ordered, this 13 day of May, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of June next.

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DE GRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 25 June, 1952

ORDERED BY THE COURT, This 25th day of June, finally 19 52, that the sale made and reported by the ~~Trustee~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

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LIBER 83 PAGE 459

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

PETITION AND REPORT OF SALE RE: TOOL HOUSE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified as such by filing an approved bond and have entered on their duties as such Receivers.

2. That among the assets of this Estate is a small tool house which is no longer of any use to the Receivership, as the builder employed by the Receivership to finish the incompleted houses has completed the same, and your Receivers are obliged to dispose of said tool house.

3. That your Receivers have received an offer from Louis A. Mattheiss and Angela M. Mattheiss, his wife to purchase said tool house for the sum of Ten Dollars ($10.00); that said Louis A. Mattheiss and Angela M. Mattheiss, his wife recently purchased three unimproved lots known as Lots Nos. 30, 31 and 32, Section 2, Marie Avenue from your Receivers which sale was duly reported to this Court and on which sale Order Nisi is now running; that said purchasers desire to use said tool house in the construction contemplated on the aforesaid unimproved lots of ground.

Filed 4 June, 1952.

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

4. That your Receivers believe the aforesaid sum of Ten Dollars ($10.00) represents the fair market value of said tool house, and subject to the approval of this Court, your Receivers have agreed to sell said tool house to said Louis A. Mattheiss and Angela M. Mattheiss, his wife for said sum of Ten Dollars ($10.00).

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification.

AND, as in duty bound, etc.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Petitioners-Receivers

Charles G. Page
Counsel for Petitioners-
Receivers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of May, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for the COUNTY OF BALTIMORE ~~aforesaid~~, personally appeared JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition and Report of Sale are true to the best of their knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

ORDER

Upon the aforegoing Petition and Report of Sale and Affidavit, it is this 5th day of June, 1952, by the Circuit Court for Anne Arundel County, in the above-entitled case, ORDERED,

That the sale of said tool house by John Demyan, and J. Calvin Carney, Receivers herein to Louis A. Mattheiss and Agnes M. Mattheiss, his wife for the sum of Ten Dollars ($10.00) be and the same is hereby approved, ratified and confirmed, and said Receivers are hereby authorized to execute to said Louis A. Mattheiss and Agnes M. Mattheiss, his wife, purchasers thereof, a Bill of Sale or other appropriate instrument transferring title thereto to said purchasers.

Benjamin Michaelson
Judge.

Filed 5 June, 1952.

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

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * *

PETITION RE: LOT NO. 7, AND IMPROVEMENTS, MARIE AVENUE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That pursuant to Order of this Court dated October 19, 1951, your Receivers secured a Deed for property known as Lot No. 7 and improvements, Marie Avenue from Eva L. Clark, and borrowed sufficient money on Receivership certificate from Belair Road Building and Loan Association, Incorporated, to pay off the claim of said Eva L. Clark and to provide sufficient money to complete the construction of said property; that said property is now completed; that since the borrowing of the original sum of Five thousand one hundred Dollars ($5100.00) on Receivership certificate as aforesaid, your Receivers have made a collection of a Second mortgage included among the assets of this Receivership, and have applied the sum of Four thousand five hundred fifty-six Dollars and Fifty Cents ($4,556.50) thereout on account of said Receivership certificate with interest to January 31, 1952, so that there is now due on said certificate the sum of Five hundred forty-three Dollars and fifty Cents ($543.50) with interest from January 31, 1952; that your Receivers have also borrowed on receivership certificate Series H the sum of One thousand three hundred twenty Dollars ($1320.00) of which One hundred seventy-five Dollars ($175.00) was used to install sump pump and water

Filed 4 June, 1952.

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

elimination system in this property.

2. That the following persons have claims against said property:

Belair Road Building and Loan Assn., Inc. - balance due on mortgage (approx.)	$8800.00
DeGrange Lumber Co. - Mechanics' Lien for materials furnished	2592.89
Hosse & Martinoli - Mechanics' Lien for materials and labor furnished	247.25
William H. Berger & Sons - Mechanics' Lien for materials and labor furnished	100.00

3. That your Receivers have sold said property to Aaron Coplin and Rheba Coplin, his wife, at private sale, for the sum of Twelve thousand Dollars ($12,000.00) in fee, which sale has been reported to this Court, and Order Nisi is now running thereon.

4. That your Receivers are advised that it is necessary for this Court to determine the validity and amounts of the aforesaid claims.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open court.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney

Petitioners-Receivers

Louis M. Strauss

Charles G. Page

Counsel for Petitioners-Receivers.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 4th day of June, 1952,

ORDERED, that the validity and the amounts of the following claims:

Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate SeriesE issued to pay off claim of Eva L. Clark and complete construction of property - original amount -$5100.00 paid on account - 4556.50 Balance due - with int. from 1/31/52	543.50
Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate Series H issued to install sump pumps, etc. in this and other properties - $1320.00 applied as to this property	175.00
Belair Rd. Bldg. & Loan Assn., Inc. balance due on mortgage (approx.)	8800.00
DeGrange Lumber Co. - Mechanics' Lien for materials furnished	2592.89
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished	247.25
William H. Berger & Sons - Mechanics' Lien for labor and materials furnished	100.00

filed against property known as Lot No. 7 and improvements Marie Avenue, be and the same are hereby set for hearing in open Court on June 28, 1952, at 11 o'clock a.m.

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the aforesaid claimants.

Benjamin Michaelson
Judge

Filed 4 June, 1952.

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

405

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * *

PETITION AND REPORT OF SALE RE:
UNIMPROVED LOT 9, MARIE AVENUE.

Filed 9 June, 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered on their duties as such Receivers.

2. That among the assets of this Estate is fee simple unimproved property known as Lot No. 9, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss Property recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, owned by Henry J. Clauss, 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 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 158; being also part of the property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated, dated January 28, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 555, folio 404, in the sum of Ten Thousand Dollars ($10,000.00).

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3. That said property is subject to the following specific liens against the same:

(a) Aforesaid Mortgage held by Belair Rd. Bldg. & Loan Assn., Inc. covering this unimproved lot and one other unimproved lot, on which there is due approx. $1300.00

(b) Mechanics' Lien claim of Fred Wiseman, trading as Wiseman Contracting Co. against this and ten other lots in the total sum of $1,040.00, which, when apportioned as to this lot would amount to less than 100.00

4. That Henry J. Amon and Mildred V. Amon, his wife are the owners of improved fee simple property known as Lot No. 10, Marie Avenue by virtue of Deed from Belair Road Building and Loan Association, Incorporated dated November 30th, 1951, and are also the owners of fee simple unimproved property known as Lot No. 11, Marie Avenue, by virtue of Deed from John Demyan, Jr. and J. Calvin Carney, Receivers dated February 15, 1952, both of said Deeds being recorded among the Land Records of Anne Arundel County.

5. That your Receivers have been endeavoring to sell said Lot No. 9, Marie Avenue at private sale for the highest price obtainable.

6. That subject to the approval of this Court, your Receivers have entered into a contract dated May 29th, 1952, with Henry J. Amon and Mildred V. Amon, his wife, whereby your Receivers sold to said Henry J. Amon and wife, and said Henry J. Amon and wife purchased from said Receivers said fee simple property, being unimproved Lot No. 9, Marie Avenue as aforesaid, for the sum of Seven hundred Dollars ($700.00), as will more fully appear from Contract attached hereto as part hereof, marked "Petitioners' Exhibit No. 1", cash upon ratification of said sale by this Court.

7. That your Receivers aver that it is necessary to sell said fee simple unimproved Lot to liquidate the affairs

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of said Henry J. Clauss and pay the mortgage and lien claims against this property and the Estate of Henry J. Clauss and mortgage and lien claims and other claims against other properties constituting this Estate.

8. That said sale was fairly made and for the most money to be obtained therefor, and is advantageous to this Estate.

9. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland, certifying as to the value of said unimproved fee simple lot 9, Marie Avenue.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

AND, as in duty bound, etc.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of June 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

PHYLLIS J. SMITH

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 468

This Agreement of Sale, made this 29th day of May nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and Henry J. Amon and Mildred V. Amon, 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 unimproved fee simple property, situate and lying in Anne Arundel County, State of Maryland, being known and designated as Lot No. 9, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat No. 6, dimensions of said lot being approximately fifty feet by one hundred seventy-four feet,

Filed 9 June, 1952.

at and for the price of Seven Hundred and no/100 ---------- Dollars ($700.00)

of which ---------- Dollars ($ ----------)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash upon ratification of sale by the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, Case No. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty. Sanitary Com. chges against said property to be apportioned or adjusted as of date of settlement. ~~XXXXXXX~~, 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.

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

Amelia H. Dubman — WITNESS—AS TO SELLER'S SIGNATURE
John Demyan, Jr. — SELLER'S SIGNATURE (SEAL)

Blanchard V. Cairns — WITNESS—AS TO SELLER'S SIGNATURE
J. Calvin Carney, Receivers — SELLER'S SIGNATURE (SEAL)

B. Jeanbart V. Cairns — WITNESS—AS TO BUYER'S SIGNATURE
Henry J. Amon — BUYER'S SIGNATURE (SEAL)

B. Jeanbart V. Cairns — WITNESS—AS TO BUYER'S SIGNATURE
Mildred V. Amon — BUYER'S SIGNATURE (SEAL)

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Filed 9 June, 1952.

CERTIFICATE

WE, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple unimproved property known as Lot No. 9, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6; that we are familiar with the value of said property and other property in the vicinity thereof; that we are of the opinion the sum of Seven hundred Dollars ($700.00) represents the fair market value of said fee simple unimproved property known as Lot No. 9, Marie Avenue, proposed to be sold by said Receivers; and we believe said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said sale after the issuance of the usual Order Nisi thereon.

Edw. N. C. Bradley

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this day of 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD N. C. BRADLEY, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Bean
Notary Public

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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

I HEREBY CERTIFY, That on this 7th day of June 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HERBERT F. ENGELHARDT, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
PHYLLIS J. SMITH Notary Public

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * * *

ORDER
RE: UNIMPROVED LOT NO. 9, MARIE AVENUE

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits and Contract attached to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 9th day of June, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property known as Lot No. 9, Marie Avenue, as shown on the Plat of the Subdivision of the Clauss property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers herein, for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Henry J. Amon and Mildred V. Amon, his wife for fee simple unimproved property known as Lot No. 9, Marie Avenue, as shown on the Plat of the Sub-division of the Clauss Property, recorded among the Land Records of Anne Arundel County in Cabinet 3, Rod No. E-9, Plat 6, for the sum of Seven hundred Dollars ($700.00), be and the same is hereby approved, ratified and confirmed, subject

Filed 9 June, 1952.

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to the issuance of the usual Order Nisi on such sale, and upon expiration thereof; and upon entry of the final Order of ratification herein and upon payment in full by said Henry J. Amon and Mildred V. Amon, his wife of the aforesaid purchase price of Seven hundred Dollars ($700.00), said Receivers shall convey said fee simple unimproved property by a good and marketable title to said Henry J. Amon and Mildred V. Amon, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds of said sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson
Judge.

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LIBER 83 PAGE 472

ORDER NISI

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Ordered, this 10 day of June, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of July next.

The report states that the amount of sales to be $ 700.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 10 June, 1952.

(Final Order)

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of July, 1952, that the sale made and reported by the ~~Trustee~~ Receivers aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Receivers allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 23 July, 1952.

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LIBER 83 PAGE 473

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 10,154

John De Grange

18 1500.00

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 15th day of May, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie H. Carlson

Filed 25 June, 1952

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity
JOHN DE GRANGE, et al
Vs.
HENRY J. CLAUSS

Ordered, this 13th day of May, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of June next; Provided, a copy of this Order be inserted in some newspaper puhlished in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

The report states that the amount of sales to be $1,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-5

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LIBER 83 PAGE 474

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 10,154

John De Grange et al

$ 12,000.00

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 15th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Larson

Filed 23 June, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity
JOHN DE GRANGE, et al
Vs.
HENRY J. CLAUSS

Ordered, this 13th day of May, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AN DCONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

The report states that the amount of sales to be $12,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-5

4/15

LIBER 83 PAGE 475

Filed 25th June, 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DE GRANGE, et al
Vs.
HENRY J. CLAUSS

Ordered, this 15th day of May, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of June next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jn-5

4/6

OFFICE OF
Maryland Gazette
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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 10,154

John De Grange et al

$2000.00

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 15th day of May, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie H. Larson

JOHN DEGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * *

PETITION AND REPORT OF SALE

RE: LOT 1, AND PART OF LOT 2, SECTION 2, MARIE AVENUE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951 as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered upon their duties as such Receivers.

2. That among the assets of this Estate is the fee simple improved property known as the westernmost eleven feet of Lot No. 2, and all of Lot No. 1, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, owned by said Henry J. Clauss, and more particularly described as follows:

Beginning for the same at the point where the northeast side of Marie Avenue, as laid out forty feet wide, is intersected by the North thirty-two degrees five minutes East line of the whole tract, as shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the said line and with the southeast side of a twelve foot right of way, North thirty-two degrees five minutes East one hundred seventy-four feet to the southwest side of a ten foot right of way; thence running with

Filed 2 July, 1952

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the southwest side of the said ten foot right of way, South fifty-seven degrees fifty-five minutes East seventy-two feet; thence leaving the said ten foot right of way and running through Lot 2, as shown on the said plat, South thirty-two degrees five minutes West one hundred seventy-four feet to the northeast side of the aforesaid Marie Avenue; thence running with the said avenue, North fifty-seven degrees fifty-five minutes West seventy-two feet to the place of beginning.

Being all of Lot 1 and northwestmost eleven feet of Lot 2, with a uniform depth of one hundred seventy-four feet, as shown on the aforementioned Plat of the Subdivision of the Clauss Property.

Above description being prepared by Thomas W. Shives, Registered Engineer on April 7, 1952.

being part of the property described in a Deed from The Brooklyn Home Realty Company to Henry J. Clauss dated July 13, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 579, folio 569, and being the same property described in a Mortgage and Confirmatory Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated, the former dated September 1, 1950, and the latter datedSeptember 27, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 591, folio 500, in the sum of $8000.00.

3. That said property is subject to the following specific liens against the same:

(a)	Receivership Certificate Series G on which Receivers borrowed from Belair Rd. Bldg. & Loan Assn.	4400.00
(b)	Receivership Certificate Series H on which Receivers borrowed from Belair Rd. Bldg. & Loan Assn. the sum of $1320.00 for sidewalks and water elimination systems, apportioned as to this property -	
	Sidewalks	233.33
	Water elimination	175.00
(c)	Mortgage from Henry J. Clauss to Belair Rd. Bldg. & Loan Assn. aforesaid approximate balance	8800.00
(d)	Mechanics' Lien of DeGrange Lumber Co.	3092.53
(e)	Mechanics Lien of Hosse & Martinoli	193.00
(f)	Mechanics' Lien of William H. Berger & Sons	100.00

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(g) Mechanics Lien of Wiseman Contracting Co., apportioned as to this lot 94.55

4. That your Receivers have been endeavoring to sell said property at private sale for the highest price obtainable.

5. That subject to the approval of this Court, your Receivers have entered into a contract dated June 26, 1952, with George M. Kraft and Henrietta E. Kraft, his wife, whereby your Receivers sold to said George M. Kraft and Henrietta E. Kraft, his wife, and said George M. Kraft and Henrietta E. Kraft, his wife purchased from said Receivers fee simple improved property known as all of Lot No. 1 andwesternmost eleven feet of Lot No. 2, Section 2, Marie Avenue as aforesaid, for the sum of Eleven thousand five hundred Dollars ($11,500.00) as will more fully appear from Contract attached hereto as part hereof, marked "Petitioners' Exhibit No. 1", cash upon ratification of said sale by this Court.

6. That said purchasers require the following items to be done, which items are referred to in said Contract referred to in Paragraph 5, some of which were included in Contract between the Receivers and Martin A. Sinsky, Builder who completed construction of said property for your Receivers, and some of which were extras, as follows:

Ease doors	no charge
Repair or smooth plaster on side of and over closet in rear first floor bedroom	15.00
Nail down or attach roof shingles which have buckled	12.00
Repair ceiling cracks on second floor	12.00
Repair stucco which is chipped off southeast corner of first floor of building	no charge
Repair bathroom door at latch by installing new piece in door where chipped out	2.00
Install cement troughs at end of downspouts	9.00
Smooth plaster job around medicine cabinet	no charge
Replace wooden sill at front door	2.50
Metal weatherstrip front door	2.25
Point up or repair several minor cracks in stucco	no charge
Install caulking across top of picture window in living room	no charge
Install closet rod in rear first floor bedroom	no charge

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Smooth last cellar step	no charge
Install 220 volt elec. range line from fuse box to kitchen with range outlet	no charge
Install closet rods in all closets	no charge
Total	$54.75

that subject to the approval of this Court, your Receivers have agreed to have the above work done by Martin A. Sinsky, Builder for the aforesaid sum of $54.75 to be paid by your Receivers out of the sale price of this property.

7. That your Receivers aver that it is necessary to sell this fee simple improved property to liquidate the affairs of said Henry J. Clauss and pay the mortgage and lien claims and receivership certificate claims against this property and the Estate of Henry J. Clauss and mortgage and lien claims and other claims against other properties constituting this Estate.

8. That said sale was fairly made and for the most money to be obtained therefor, and is advantageous to this Estate.

9. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said fee simple improved property.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

LAW OFFICES
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J. CALVIN CARNEY, JR.
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BALTIMORE 2, MD.

420

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of July 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and made oath in due form of law that the facts stated in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith

Notary Public

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

421

J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 481

This Agreement of Sale, made this Nine day of June nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and George M. Kraft and Henrietta E. Kraft, 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, known and designated as all of Lot No. 1 and the westernmost eleven feet of Lot No. 2, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, dimensions of lot approximately seventy--two feet by one hundred seventy-four feet, together with improvements thereon, in fee simple, a detailed description of said property by metes and bounds according to Surveyor's description being attached hereto as part hereof,

Filed 2 July, 1952

at and for the price of Eleven thousand five hundred and no/100 ---------- Dollars ($11,500.00)

of which One thousand and no/100 ---------- Dollars ($ 1,000.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash within fifteen (15) days after ratification of sale. This sale will be reported immediately by said Receivers for ratification in the case of John De Grange et al vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, case No. 10154, in the Circuit Court for Anne Arundel County, In Equity, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. Property sold as is and in its present condition, except that Sellers agree to do the work set forth on the attached sheet, without expense to the Buyers prior to settlement. Sellers shall have the right to maintain a "For Sale" or "Sold" sign on said property until final consummation.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty. Sanitary Com. chges. against property to be apportioned or adjusted as of date of settlement. Ground 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.

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

Amelia H. Tubman
WITNESS—AS TO SELLER'S SIGNATURE

Phyllis J. Smith
WITNESS—AS TO SELLER'S SIGNATURE

John M. Graham
WITNESS—AS TO BUYER'S SIGNATURE

WITNESS—AS TO BUYER'S SIGNATURE

John Demyan (SEAL)
SELLER'S SIGNATURE
John Demyan, Jr.

J. Calvin Carney (SEAL)
SELLER'S SIGNATURE
J. Calvin Carney, Receivers

George M. Kraft (SEAL)
BUYER'S SIGNATURE
George M. Kraft

Henrietta E. Kraft (SEAL)
BUYER'S SIGNATURE
Henrietta E. Kraft

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Beginning for the same at the point where the northeast side of Marie Avenue, as laid out 40 feet wide, is intersected by the North 32° 05' East line of the whole tract, as shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the said line and with the southeast side of a 12 ft. right of way, North 32° 05' East 174.0 feet to the southwest side of a 10 ft. right of way; thence running with the southwest side of the said 10 ft. right of way, South 57° 55' East 72.0 feet; thence leaving the said 10 ft. right of way and running through Lot 2, as shown on the said plat, South 32° 05' West 174.0 feet to the northeast side of the aforesaid Marie Avenue; thence running with the said avenue, North 57° 55' West 72.0 feet to the place of beginning

BEING all of Lot 1 and northwestmost 11.0 feet of Lot 2, with a uniform depth of 174.0 feet, as shown on the aforementioned Plat of the Subdivision of the Clauss Property.

Description prepared April 7, 1952
Thomas W. Shives, Reg. Engr. No. 1110.

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Items to be done by Sellers

Ease doors; repair or smooth plaster on side of and over closet in rear first floor bedroom; nail down or attach roof shingles which have buckled; repair ceiling cracks on second floor; repair stucco which is chipped off southeast corner of first floor of building; repair bathroom door at latch by installing new piece in door where chipped out; install cement troughs at end of downspouts; smooth plaster job around medicine cabinet; replace wooden sill at front door; metal weatherstrip front door; point up or repair several minor cracks in stucco; install caulking across top of picture window in living room; install closet rod in rear first floor bedroom; smooth last cellar step, install 220 volt elec. range line from Fuse box to kitchen with range outlet, install closet rods in all closets.

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CERTIFICATE

We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple improved property known as all of Lot 1, and westernmost eleven feet of Lot 2, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, fully described in the aforegoing Petition and Report of Sale; that we are familiar with the value of this property and other property in the vicinity thereof; that we are of the opinion the sum of $11,500.00 represents the fair market value of said property, with the items of work to be done by said Receivers, and we believe that said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said Sale after the issuance of the usual Order Nisi.

Edw. N. C. Bradley

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, Thaton this day of 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared who made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Notary Public

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

I HEREBY CERTIFY, That on this 2nd day of July 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared Herbert F. Engelhardt, who made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Notary Public

Filed 2 July, 1952

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

425

JOHN DeGRANGE etal	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * *

ORDER

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits, and Contract attached to said Petition and Report of Sale, it is, by the Circuit Court for Anne Arundel County, in the above-entitled case, this 3d day of July, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple improved property known as all of Lot No. 1 and westernmost eleven feet of Lot No. 2, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and described as follows:

Beginning for the same at the point where the northeast side of Marie Avenue, as laid out forty feet wide, is intersected by the North thirty-two degrees five minutes East line of the whole tract, as shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the said line and with the southeast side of a twelve foot right of way, North thirty-two degrees five minutes East one hundred seventy-four feet to the southwest side of a ten foot right of way; thence running with the southwest side of the said ten foot right of way, South fifty-seven degrees fifty-five minutes East seventy-two feet; thence leaving the said ten foot right of way and running through Lot 2, as shown on the said plat, South thirty-two degrees five minutes West one hundred seventy-four feet to the northeast side of the aforesaid Marie Avenue; thence running with the said avenue, North fifty-seven degrees fifty-five minutes West seventy-two feet to the place of beginning.

Being all of Lot 1 and northwestmost eleven feet of Lot 2, with a uniform depth of one hundred seventy-four feet, as shown on the aforementioned Plat of the Subdivision of the

Filed 3 July, 1952.

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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Clauss Property.

Above description being prepared by Thomas W. Shives, Registered Engineer on April 7, 1952.

be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof, as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That John Demyan, Jr. and J. Calvin Carney, Receivers are hereby authorized and empowered to employ Martin A. Sinsky, Builder, to do the work set forth in the aforegoing Petition and Report of Sale for the sum of $54.75, which sum shall be paid out of the proceeds of sale of the within property.

3. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to George M. Kraft and Henrietta E. Kraft, his wife of the said fee simple improved property known as all of Lot No. 1 and westernmost eleven feet of Lot No. 2, Section 2, Marie Avenue as aforesaid, for the sum of $11,500.00 be and the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof, and upon entry of final Order of Ratification herein, and upon payment in full by said George M. Kraft and Henrietta E. Kraft, his wife of said purchase price, said Receivers shall convey said property by a good and marketable title to said George M. Kraft and Henrietta E. Kraft, his wife free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds from such sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 488

ORDER NISI

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 3 July, 1952

Ordered, this 3 day of July, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of August next.

The report states that the amount of sales to be $ 11,500.00.

John D. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 26 Aug., 1952.

ORDERED BY THE COURT, This 26th day of August, 1952, that the sale made and reported by the ~~Trustees~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

PETITION AND REPORT OF SALE

RE: UNIMPROVED LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

TO THE HONORABLE, THEJUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered upon their duties as such Receivers.

2. That among the assets of this Estate is the fee simple unimproved property on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50, GAR-12, Anne Arundel County, State of Maryland, owned by said Henry J. Clauss, being the same lot of ground described in a Deed from Marion Wasielewski and Margaret Wasielewski, his wife to Henry J. Clauss, dated November 19, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 509, folio 251, and being part of the property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated January 28, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 555, folio 404, in the sum of $10,000.00.

Filed 2 July, 1951

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

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3. That said property is subject to the following specific lien against the same:

(a) Aforesaid Mortgage held by Belair Rd. Bldg. & Loan Assn. Inc., covering this and three other unimproved lots (all shortly to be released), on which there is a balance due of approximately $1550.00

4. That your Receivers have been endeavoring to sell said property at private sale for the highest price obtainable.

5. That subject to the approval of this Court, your Receivers have entered into a Contract dated June 20, 1952, with Leonard B. McLaughlin, whereby your Receivers sold to said Leonard B. McLaughlin, and said Leonard B. McLaughlin purchased from your Receivers said fee simple unimproved property located on the west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50, GAR-12, Anne Arundel County, Maryland, as aforesaid, for the sum of Seven thousand seven hundred fifty Dollars ($7,750.00) deposit of Seven hundred seventy-five Dollars ($775.00), and the balance in cash upon ratification of this sale by this Court, and subject to the payment by said Receivers to Ralph L. Moore, Licensed Real Estate Broker, of commission of five percent. or Three hundred eighty-seven Dollars and fifty cents ($387.50) upon final consummation of this transaction, all of which will more fully appear from the original copy of said Contract attached hereto as part hereof, marked "Petitioners' Exhibit No. 1".

6. That your Receivers aver that it is necessary to sell said fee simple unimproved property to liquidate the affairs of said Henry J. Clauss and pay the mortgage claim against this property and the Estate of Henry J. Clauss, and the mortgage and lien claims and other claims against other properties constituting this Estate.

7. That said sale was fairly made and for the most

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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money to be obtained therefor, and is advantageous to this Estate.

8. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland, certifying as to the value of said unimproved fee simple lot, located on the west side of Governor Ritchie Highway, as aforesaid.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

And, as in duty bound, etc.

John Demyan, Jr.

Louis M. Strauss

J. Calvin Carney
Receivers

Charles G. Page
Counsel for Receivers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 492

This Agreement of Sale, made this 20th day of June nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and Leonard B. McLaughlin, 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 fee simple unimproved property, situate and lying in Anne Arundel County, State of Maryland, located on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50, GAR-12, being the same property described in Deed from Marion Wasielewski and Margaret Wasielewski, his wife to Henry J. Clauss dated November 19, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 509, folio 251, and which description is set forth on the attached page, being part hereof. It is understood and agreed that this property is zoned Heavy Commercial, and is bounded on the north by Gore's Sporting Goods Store.

Filed 2 July, 1952.

at and for the price of Seven thousand seven hundred fifty Dollars ($7,750.00)

of which Seven hundred seventy-five Dollars ($ 775.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash on or before September 5, 1952. This Sale shall be reported immediately by said Receivers to the Circuit Court for Anne Arundel County, In Equity, in the case of John DeGrange et al. vs. Henry J. Clauss, Equity Docket J.H.H. No. 14, folio 199, File No. 10154, for ratification, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. This sale is made subject to the payment by said Receivers to Ralph L. Moore, licensed Real Estate Broker, of commission of 5% or Three hundred eighty-seven Dollars and fifty cents ($387.50) upon final consummation of this transaction. Sellers shall have the right to maintain "For Sale" or "Sold" sign on property until final consummation.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty. Sanitary Com.chges. against said property to be apportioned or adjusted as of date of settlement. ~~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.

~~[illegible]~~

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.

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

Phyllis Smith — WITNESS—AS TO SELLER'S SIGNATURE
John Demyan, Jr. — SELLER'S SIGNATURE (SEAL)

Phyllis Smith — WITNESS—AS TO SELLER'S SIGNATURE
J. Calvin Carney, Receivers — SELLER'S SIGNATURE (SEAL)

Pauline Moore — WITNESS—AS TO BUYER'S SIGNATURE
Leonard B. McLaughlin — BUYER'S SIGNATURE (SEAL)

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

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Description

BEGINNING for the same thereof at a stone planted on the southeast side of Light Street Road, distant north thirty degrees forty-eight minutes east two hundred and forty-five feet six inches from the end of the first line of the land conveyed by the Curtiss Creek Mining Furnace and Manufacturing Company to Jacob Werel by Deed dated September 1, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 45, folio 322, etc., and running thence along the southeast side of Light Street Road South thirty degrees forty-eight minutes west fifty feet; thence south fifty-nine degrees thirty-seven minutes east one hundred and ninety-three feet seven inches to the northwest side of Drum Point Avenue; thence along the northwest side of Drum Point Avenue north thirty degrees twenty-three minutes east fifty feet, and thence north fifty-nine degrees thirty-seven minutes west one hundred and ninety-three feet three inches to the place of beginning. Containing twenty-two one-hundredths of an acre of ground more or less.

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CERTIFICATE

We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple unimproved property known as Lot No. 5067, Block 1010, Plat 50, GAR-12, located on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, Anne Arundel County, Maryland; that we are familiar with the value of said property and other property in the vicinity thereof; that we are of the opinion the sum of Seven thousand seven hundred fifty Dollars ($7,750.00) represents the fair market value of said fee simple unimproved property located on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, proposed to be sold by said Receivers; and we believe said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said sale after the issuance of the usual Order Nisi thereon.

Edward N. C. Bradley

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 26th day of June 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward N. C. Bradley, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Clemence C. Burwell

Notary Public - Clemence C. Burwell
My, com. exp. 5/4/53

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of July 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Herbert F. Engelhardt, and made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis Smith

Notary Public

Filed 2 July, 1952

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

436

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 File No. 10154

* * * * *

ORDER
RE: UNIMPROVED LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY.

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits, and Contract attached to said Petition and Report of Sale, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 3d day of July, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property located on the west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50, GAR-12, be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers herein, for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof, as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Leonard B. McLaughlin for said fee simple unimproved property located on the west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50, GAR-12, for the sum of Seven thousand seven hundred fifty Dollars ($7,750.00), be and the same is hereby approved, ratified

Filed 3 July, 1952

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

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and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof; and upon entry of the final Order of ratification herein and upon payment in full by said Leonard B. McLaughlin of the aforesaid purchase price of Seven thousand seven hundred fifty Dollars ($7,750.00), said Receivers shall convey said fee simple unimproved property by a good and marketable title to said Leonard B. McLaughlin free, clear and discharged of all rights and interests of the parties to this case and all mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds of said sale to be distributed and paid in accordance with subsequent Order or Orders of this Honorable Court; all mortgages, liens, judgments, and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 497

ORDER NISI

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 3 July, 1952

Ordered, this 3 day of July, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of August next.

The report states that the amount of sales to be $ 7,750.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 26 Aug., 1952

Term, 19

ORDERED BY THE COURT, This 26th day of August, 1952, that the sale made and reported by the ~~Trustee~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 83 PAGE 498

JOHN DEGRANGE et al

vs.

HENRY J. CLAUSS

* IN THE
* CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* IN EQUITY

No. 14 folio 199
Case No. 10154

*

****

PETITION AND REPORT OF SALE
RE: Lot No. 4 and part of Lot No. 3 Section 2, Marie Avenue and Part of Lot No. 1 on Plat of Sub-division of Clauss Property

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951 as ratified and confirmed by Decree of this Court on May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have been administering their duties as such Receivers;

2. That amongst the assets of this estate is:

(A) The fee simple improved property known as the Eastern-most twelve and one-half feet (12½') of Lot No. 3 and all of Lot No. 4 Section 2 on Marie Avenue, as shown on the Plat of the Sub-division of Clauss Property, Section 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9 Plat No. 12, dimensions of lot approximately sixty-two and one-half feet (62½') by one hundred seventy-four feet (174') owned by the said Henry J. Clauss and more particularly described as follows:

Filed 13th July, 1951.

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

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BEGINNING for the same at the intersection of the northeast side of Marie Avenue, as laid out forty feet wide, and the Northwest side of a fifty foot street, as shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the northeast side of the said avenue, North fifty-seven degrees fifty-five minutes West sixty-two and fifty one-hundredths feet; thence leaving the said Marie Avenue and running through Lot No. 3 as shown on the said plat, North thirty-two degrees five minutes East one hundred seventy-four and no-tenths feet to the Southwest side of a ten foot right of way; thence running with the Southwest side of the said right of way, South fifty-seven degrees fifty-five minutes East sixty-two and fifty one-hundredths feet to the Northwest side of the aforesaid fifty foot street; thence running with the northwest side of the said street, South thirty-two degrees five minutes West one hundred seventy-four and no-tenths feet to the place of beginning.

BEING the Southeastmost twelve and fifty one-hundredths feet of Lot 3 and all of Lot 4, with a uniform depth of one hundred seventy-four and no-tenths feet, as shown on the hereinbefore mentioned Plat of the Subdivision of the Clauss Property.

The above description having been prepared by Thomas W. Shives, Registered Engineer, on April 7, 1952.

BEING part of the property described in a Deed from The Brooklyn Home Realty Co. to 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 569;

AND BEING the same property described in a Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated, dated October 6, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 593 folio 531, in the sum of Eight Thousand Dollars ($8,000.00).

(B) All that fee simple unimproved lot of ground, being part of Lot No. 1 as shown on the Plat entitled, "Sub-division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-9, Plat No. 6, and described as follows:

BEGINNING for the same at a point on the Southwest side of a ten foot right of way running along the Northeast boundary of the whole tract at a point South fifty-seven degrees fifty-five minutes East two hundred seventy feet from the Southeast side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide; and running thence with the division line between Lot No. 1 and Lot No. 2 as shown on a Plat entitled, "Sub-Division of Clauss Pro.perty" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat No. 6, South thirty-two degrees five minutes West fifty feet; thence leaving the said division line and running through Lot No. 1 North fifty-seven degrees fifty-five minutes West thirty feet; thence continuing through Lot No. 1 North thirty-two degrees five minutes East fifty feet to the Southwest side of the aforementioned ten-foot right of way; thence running with the said right of way South fifty-seven degrees fifty-five minutes East thirty feet to the point of beginning.

The above description having been prepared by Thomas W. Shives, Registered Engineer and Surveyor, in September, 1946.

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BEING part of all those lots described and referred to in a Deed from John R. Corkran and D orothea E. Corkran, his wife, to Henry J. Clauss dated March 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 158.

3. That the aforesaid property is subject to the following specific liens against the same:

(A) Balance due on Receivership Certificates Series "C". $ 3,594.97
With interest from January 31, 1952

(B) Receivership Certificate Series "H" on which Receivers borrowed from the Belair Road Building and Loan Association, Inc. $1320.00 for sidewalks and water elimination systems, apportioned as to this property, as follows:
Sidewalks 233.33
With interest from 3/25/52
Water elimination 127.00
With interest from 3/25/52

(C) Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Inc. dated October 6, 1950 in the sum of $8,000.00; approximate balance due thereon 8,800.00

(D) Plus the lien of a blanket mortgage covering all lots in Section 2, as to that portion of the property sold in Section 2 comprising ~~xxxxxxxxxx~~ and part of Lot 3.

(E) Mechanics Lien of DeGrange Lumber Company dated December 30, 1950 1,414.37
With interest from December 29, 1950.

(F) Mechanics Lien of William H. Berger & Sons dated February 3, 1951 150.00
With interest from February 3, 1951

(G) Mechanics Lien of Wiseman Contracting Co. apportioned as to this lot 94.55
With interest from March 14, 1951

In addition thereto, your Receivers have received a bill from Martin A. Sinsky in the sum of Forty Dollars ($40.00) for waterproofing cellar walls, and Nine Dollars ($9.00) for installing downspout troughs, as per the instructions of the Receivers;

4. That your Receivers have been endeavoring to sell said property for the highest amount obtainable;

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BALTIMORE 2, MD.

5. That subject to the approval of this Court, your Receivers have entered into a Contract dated July 1st, 1952 with Henry A. Mack and Anita V. Mack, his wife, whereby your Receivers sold unto said Henry A. Mack and Anita V. Mack, his wife, and the said Henry A. Mack and Anita V. Mack, his wife, purchased from said Receivers, the fee simple improved property known and designated as the Easternmost twelve and one-half (12½) feet of Lot No. 3 and all of Lot No. 4 Section 2, Marie Avenue, as shown on the Plat of Sub-division of Clauss Property Section 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9 Plat No. 12, and the fee simple unimproved property known as Part of Lot No. 1 on the plat entitled, "Sub-division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3 Rod E-9 Plat No. 6, said property being heretofore fully described in this Petition, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) as will more fully appear from the Contract attached hereto as part hereof marked "Petitioners' Exhibit No. 1", cash upon ratification of said sale by this Court;

6. That your Receivers aver that it is necessary to sell the fee simple improved property and fee simple unimproved property to liquidate the affairs of Henry J. Clauss and to pay the mortgage and lien claims and Receivership Certificates against said property and estate of Henry J. Clauss and the mortgage and lien claims, judgments and other claims against this and other property comprising this estate.

7. That said sale was fairly made and for the most money that could be obtained therefor and is advantageous to this estate.

8. That your Receivers attach hereto the certificates of

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

two licensed Real Estate Brokers of the State of Maryland, certifying as to the value of said fee simple properties described herein.

WHEREFORE your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

John Demyan, Jr.

J. Calvin Carney

Receivers

Louis M. Strauss

Charles G. Page

Counsel for Receivers

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and they made oath in due form of law that the matters and facts set forth in the foregoing Petition and Report of Sale are true to the best of their knowledge, information and belief; and further, that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mildred F. Dean

Mildred F. Dean Notary Public.

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

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 503

This Agreement of Sale, made this First day of July ---------- nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, -------- Seller, and Henry A. Mack and Anita V. Mack, 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, the first thereof known and designated as the easternmost twelve and one-half feet of Lot No. 3 and all of Lot No. 4, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, dimensions of lot approximately sixty-two and one-half feet by one hundred seventy-four feet, together with improvements thereon, in fee simple, a detailed description of said property by metes and bounds according to Surveyor's description being attached hereto as part hereof, and the second thereof being part of lot of ground shown as Lot No. 1 on Plat entitled "Sub-division of Clauss Property" filed among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E9, Plat No. 6 (unimproved), in fee simple, fully described ~~xxxxxxxxxxxxxxxx~~ on attached sheet, being part hereof, at and for the price of Eleven thousand five Hundred and no/100 ---------- Dollars ($11,500.00)

of which One thousand and no/100 ---------- Dollars ($ 1,000.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: Cash upon ratification of sale. This sale will be reported immediately by said Receivers for ratification in the case of John DeGrange et al. vs. Henry J. Clauss Equity Docket J.H.H. No. 14, folio 199, case No. 10154, in the Circuit Court for Anne Arundel County, In Equity, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. Property sold as is and in its present condition. Sellers shall have the right to maintain a "For Sale" or "Sold" sign on said property until final consummation.

Filed 15 July, 1952

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein: but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel County Sanitary Com. chges. against property to be apportioned or adjusted as of date of settlement. ~~xxxxxxxxxxxxxxx~~ 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.

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

Amelia H. Tubman — WITNESS—AS TO SELLER'S SIGNATURE
John Demyan, Jr. — SELLER'S SIGNATURE (SEAL)

Amelia H. Tubman — WITNESS—AS TO SELLER'S SIGNATURE
J. Calvin Carney — SELLER'S SIGNATURE (SEAL)

Blanchard V. Carney — WITNESS—AS TO BUYER'S SIGNATURE
Henry A. Mack — BUYER'S SIGNATURE (SEAL)

445 Blanchard V. Carney — WITNESS—AS TO BUYER'S SIGNATURE
Anita V. Mack — BUYER'S SIGNATURE (SEAL)

Firstly referred to property in attached Contract:

BEGINNING for the same at the intersection of the northeast side of Marie Avenue, as laid out 40 feet wide, and the northwest side of a 50 ft. street, as shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the northeast side of the said avenue, North 57° 55' West 62.50 feet; thence leaving the said Marie Avenue and running through Lot No. 3, as shown on the said plat, North 32° 05' East 174.0 feet to the southwest side of a 10 ft. right of way; thence running with the southwest side of the said right of way, South 57° 55' East 62.50 feet to the northwest side of the aforesaid 50 ft. street; thence running with the northwest side of the said street, South 32° 05' West 174.0 feet to the place of beginning.

BEING the southeastmost 12.50 feet of Lot 3 and all of Lot 4, with a uniform depth of 174.0 feet, as shown on the hereinbefore mentioned Plat of the Subdivision of the Clauss Property.

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Secondly referred to property in attached Contract being part of lot of ground shown as Lot No. 1 on a Plat entitled "Sub-Division of Clauss Property", filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E9, Plat No. 6, which Plat was prepared on September, 1946, by Thomas W. Shives, Registered Engineer and Surveyor, fully and particularly described as follows:

Beginning for the same at a point on the southwest side of a ten foot right of way running along the northeast boundary of the whole tract at a point south fifty-seven degrees fifty-five minutes east two hundred seventy feet from the southeast side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide; and running thence with the division line between Lot No. 1 and Lot No. 2 as shown on a Plat entitled "Sub-Division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E 9, Plat No. 6, south thirty-two degrees five minutes west fifty feet; thence leaving the said division line and running through Lot No. 1 north fifty-seven degrees fifty-five minutes west thirty feet; thence continuing through Lot No. 1 north thirty-two degrees five minutes east fifty feet to the southwest side of the aforementioned ten-foot right of way; thence running with the said right of way south fifty-seven degrees fifty-five minutes east thirty feet to the point of beginning.

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We, the undersigned, licensed Real Estate Brokers of the State of Maryland, do hereby certify that we have carefully examined the fee simple improved property known as the Easternmost twelve and one-half (12½) feet of Lot No. 3 and all of Lot No. 4 Section 2, Marie Avenue, as shown on the Plat of the Sub-division of Clauss Property Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-9 Plat No. 12, dimensions of said lot being 62½ feet x 174 feet, and the unimproved fee simple property known as part of Lot No. 1 on the Plat entitled, "Sub-division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-9 Plat No. 6, fully described in the foregoing Petition and Report of Sale and Contract; that we are familiar with the value of this property and other property in the immediate vicinity thereof; and we are of the opinion that the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) represents the fair market value of this property at this time, and we believe that said sale will be beneficial to said estate and we recommend that the Court ratify said sale after the expiration of the Order Nisi thereon.

Herbert F. Engelhardt

Edward N. Bradley

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Herbert F. Engelhardt Real Estate Broker, and he made oath in due form of law that the matters and facts set forth in the foregoing Certificate are true to the best of his knowledge, information and belief.

Filed 15 July, 1952.

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

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AS WITNESS my hand and Notarial Seal.

Ethel B. Wadsworth Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 15th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared Edward N Bradley Real Estate Broker, and he made oath in due form of law that the matters and facts set forth in the foregoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Mildred F. Bean Notary Public.

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

JOHN DEGRANGE et al * IN THE

VS. * CIRCUIT COURT

HENRY J. CLAUSS * FOR

* ANNE ARUNDEL COUNTY

* IN EQUITY

No. 14 folio 199
Case No. 10154.

*

*****

ORDER

Upon the foregoing Petition and Report of Sale, Affidavits of Receivers, Certificates and Affidavits and Contract attached to said Petition and Report of Sale, it is, this 15th day of July, 1952, by the Circuit Court of Anne Arundel County, in the above entitled matter ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple improved property known as the Easternmost twelve and one-half (12½) feet of Lot No. 3 and all of Lot No. 4, Section 2 Marie Avenue, as shown on the Plat of the Sub-Division of Clauss Property Section 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-9 Plat No. 12, and described as follows:

BEGINNING for the same at the intersection of the Northeast side of Marie Avenue, as laid out forty feet wide, and the Northwest side of a fifty foot street, as shown on a Plat of the Sub-division of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-9, Plat No. 12, and running thence with the Northeast side of the said Avenue, North fifty-seven degrees fifty-five minutes West sixty-two and fifty one-hundredths feet; thence leaving the said Marie Avenue and running through Lot No. 3 as shown on the said plat, North thirty-two degrees five minutes East one hundred seventy-four and no-tenths feet to the Southwest side of a ten foot right of way; thence running with the Southwest side of the said right of way, South fifty-seven degrees fifty-five minutes East sixty-two and fifty one-hundredths feet to the Northwest side of the aforesaid fifty foot street; thence running with the Northwest side of the said street, South thirty-two degrees five minutes West one hundred seventy-four and no-tenths feet to the place of beginning.

Filed 15 July, 1952.

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J. CALVIN CARNEY, JR.
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BALTIMORE 2, MD.

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BEING the Southeastmost twelve and fifty one-hundredths feet of Lot 3 and all of Lot 4, with a uniform depth of one hundred seventy-four and no-tenths feet as shown on the hereinbefore mentioned Plat of the Sub-Division of the Clauss Property.

And the fee simple unimproved property known as Part of Lot No. 1 on Plat entitled "Sub-division of Clauss Property", filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-9 Plat No. 6, and described as follows:

BEGINNING for the same at a point on the Southwest side of a ten foot right of way running along the Northeast boundary of the whole tract at a point South fifty-seven degrees fifty-five minutes East two hundred seventy feet from the Southeast side of the Governor Ritchie Highway, as laid out one hundred fifty feet wide; and running thence with the division line between Lot No. 1 and Lot No. 2 as shown on a Plat entitled "Sub-division of Clauss Property" filed among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-9, Plat No. 6, South thirty-two degrees five minutes West fifty feet; thence leaving the said division line and running through Lot No. 1 North fifty-seven degrees fifty-five minutes West thirty feet; thence continuing through Lot No. 1 North thirty-two degrees five minutes East fifty feet to the Southwest side of the aforementioned ten foot right of way; thence running with the said right of way South fifty-seven degrees fifty-five minutes East thirty feet to the point of beginning.

(said properties being fully and particularly described and referred to in this Decree and in the Petition upon which this Order is passed)

be sold by John Demyan, Jr. and J. Calvin Carney, Receivers, at private or public sale for the highest price obtainable and if sold at private sale for not less than the market value thereof as certified by two licensed Real Estate Brokers of the State of Maryland;

2. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers, to Henry A. Mack and Anita V. Mack, his wife, of the aforesaid fee simple improved property known as Easternmost twelve and one-half (12½) feet of Lot No. 3½ and all of Lot No. 4 Section 2 Marie Avenue as shown on the Plat of the Sub-Division of Clauss Property Section 2 filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-9 Plat No. 12, fully and particularly described in this Decree, the foregoing Petition and Report of Sale and Contract of Sale,

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
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and the fee simple, unimproved property known as part of Lot No. 1 on the Plat entitled, "Sub-division of Clauss Property", filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-9, Plat 6, fully and particularly described in this Decree, foregoing Petition and Report of Sale, and Contract attached to said Petition, for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) be and the same is hereby ratified and confirmed, subject to the issuance of the usual Order Nisi and upon expiration thereof and upon entry of the final Order of Ratification herein, and upon payment in full by Henry A. Mack and Anita V. Mack, his wife of said purchase price, said Receivers shall convey said property by a good and marketable title to Henry A. Mack and Anita V. Mack, his wife, free, clear and discharged of all liability and interests of the parties to this case, and all liens, judgments and claims of any kind against said property, and the proceeds of said sale to be distributed and paid in accordance with the further Orders of this Court; all mortgages, liens, judgments and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as if said mortgages, liens, judgments and claims existed against said property and shall be applied according to their legal priority.

Benjamin Michaelson
JUDGE.

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

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LIBER 83 PAGE 511

ORDER NISI

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 15 July, 1952.

Ordered, this 15 day of July, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, ~~Trustees,~~

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

The report states that the amount of sales to be $ 11,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 26 Aug., 1952.

ORDERED BY THE COURT, This 26th day of August, 19 52, that the sale made and reported by the ~~Trustees~~ Receivers aforesaid, be and the same is hereby Ratified and Confirmed finally no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Receivers allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

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LIBER 83 PAGE 512

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * *

FINAL ORDER RE: DISBURSEMENT OF FUNDS DERIVED FROM SALE OF UNIMPROVED LOTS 30, 31 and 32, MARIE AVENUE.

Filed 15 July, 1952.

It appearing that sale of the above unimproved lots by the Receivers herein to Louis A. Mattheiss and Angela M. Mattheiss, his wife has been finally ratified and confirmed by this Court, and the Receivers have received from said purchasers the following sum in settlement of said purchase:

Purchase Price	$2000.00
1952 taxes paid in advance - 5 mo. 20 da. (14.43) apportioned as to these lots	.72
	$2000.72
Less:	
1/2 Federal and State documentary stamps (4.40)	2.20
Total amount received by Receivers	$1998.52

and the Receivers desiring to disburse said sum under direction of this Court;

It is, thereupon, this 15th day of July, 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 Receivers herein pay unto Belair Road Building and Loan Association, Incorporated or its Attorney the following amounts on account 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 571, covering these three unimproved lots and other unimproved lots:

(a) Interest on said mortgage to 7/15/52 (nothing being paid on account of principal of said mortgage with $530.40

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BALTIMORE 2, MD.

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the consent of said Belair Road Bldg. & Loan Assn. and J. Calvin Carney, balance due thereon being $5281.29)

(b) Release fee 16.80

and that said Belair Road Building and Loan Association, Incorporated, with the consent of said Belair Road Building and Loan Association, Incorporated and J. Calvin Carney shall execute a partial release of said Mortgage, as to said three lots, hereby sold, reserving the lien of said Mortgage against the other lots in said Mortgage described.

2. That the balance of said funds derived from said sale shall be used by said Receivers to pay off and liquidate in full, or as far as possible, the judgment claims of the State of Maryland Department of Employment Security and Collector of Internal Revenue -(United States Government) filed against the property of Henry J. Clauss and in this proceeding, and the balance remaining, if any, thereafter shall be paid by said Receivers on account of said Mortgage held by Belair Road Building and Loan Association, Incorporated and/or on account of outstanding Receivership Certificates issued in this proceeding.

3. That evidence of such payments made by said Receivers, pursuant to this Order, shall be filed in this proceeding.

Benjamin Michaelson
Judge.

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

4555

2

LIBER 83 PAGE 514

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * *

FINAL ORDER RE: LOT 7 AND IMPROVEMENTS, MARIE AVENUE.

The above--entitled matter coming on for hearing in open Court to determine the validity and amounts of lien claims for mortgage, labor and materials and receivership certificates against Lot 7 and improvements, Marie Avenue, counsel for the respective parties having been heard, and the entire proceedings read and considered:

It is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 15th day of July, 1952, ADJUDGED, ORDERED and DECREED as follows:

1. That the Receivers herein received from Aaron Coplin and Rheba Coplin, his wife, purchasers of said Lot 7 and improvements, Marie Avenue the sum of $12,031.31, arrived at as follows:

Purchase price	$12,000.00
1952 taxes paid in advance - 5 mo. 20 da. (81.80)	38.62
1952 water and sanitary sewer service chge. 5 mo. 20 da. (12.50)	5.89
	$12,044.51
Less:	
1/2 Federal and State documentary stamps (26.40)	13.20
	$12,031.31
Plus:	
Refund of unearned premium on insurance	41.58
Total amount received by Receivers	$12,072.89

2. That the following liens held by the following persons are hereby allowed against the within property as follows:

Filed 15 July, 1952.

LAW OFFICES
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(a) Belair Rd. Bldg. & Loan Assn.
balance due on mortgage $8900.98

(b) DeGrange Lumber Co. - Mechanics' Lien for materials furnished 2592.89
interest from 12/30/50-7/15/52 239.84
2832.73

(c) Hosse & Martinoli - Mechanics' Lien for labor and materials furnished- 167.25
interest from 1/26/51-7/15/52 14.73
181.98

(d) William H. Berger & Sons - Mechanics' Lien for labor and materials furnished- 100.00
interest from 2/3/51-7/15/52 8.69
108.69

(e) Martin A. Sinsky - repairs to property as per Contract of Sale and Order of Ratification 31.00

3. That said Receivers shall pay the aforesaid claims set forth in Paragraph 2, and the balance remaining from the sale of said property as aforesaid, after payment of said claims, being the sum of $17.51 shall be paid by said Receivers to Belair Road Building and Loan Association, Incorporated on account of Series E Receivership Certificates issued by said Receivers with respect to the within property.

4. That with the consent of Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, payment by the Receivers to Belair Road Building and Loan Association, Incorporated of the following amounts due on Receivership Certificates herein, viz:

(a) Balance due on Receivership Certificate Series E $543.50
Interest from 2/6/52 - 7/15/52 - 14.40
on account of interest 14.40
Remainder of balance of proceeds of sale, as per Paragraph 2 on principal 3.11

Balance due with interest from 7/15/52 540.39

(b) Proportionate amount due as to this lot on Receivership Certificate Series H with interest from 3/16/52 to date of payment 175.00

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shall be deferred and not paid at this time, and shall be paid out of the proceeds of sale of other assets of this Receivership as sales and settlements shall be made thereof from time to time, and so that, however, the purchasers of said Lot 7 and improvements, Marie Avenue shall receive title to said property free and clear of said Receivership Certificates as to their said property, Lot 7 and improvements, Marie Avenue.

Benjamin Michaelson
Judge.

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

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(3)

LIBER 83 PAGE 517

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * *

FINAL ORDER RE: DISBURSEMENT OF FUNDS DERIVED FROM SALE OF UNIMPROVED LOTS 4 and 6, SECTION 1, MARIE AVENUE.

It appearing that sale of the above unimproved lots by the Receivers herein to Marion Wasielewski and Margaret Wasielewski, his wife has been finally ratified and confirmed by this Court, and the Receivers have received from said purchasers the following sum in settlement of said purchase:

Purchase Price		$2000.00
1952 taxes paid in advance - 5 mo. 20 da. (19.12) apportioned as to these two lots		4.51
1952 Water and Sewer Service chge. - 5 mo. 20 da. (25.00)		11.80
		$2016.31
Less:		
Allowance, as per Contract	$500.00	
1/2 State and Federal documentary stamps (3.30)	1.65	501.65
Amount received by Receivers		$1514.66

and the Receivers desiring to disburse said sum under direction of this Court;

It is, thereupon, this 15th day of July, 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 Receivers herein pay unto Belair Road Building and Loan Association, Incorporated or its Attorney the following amounts on account of Mortgage from Henry J.Clauss to Belair Road Building and Loan Association, Incorporated dated January 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 555, folio 404, covering these two unimproved lots and other unimproved lots:

Filed 15th July, 1952.

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(a) Interest on said mortgage to 7/15/52. (nothing being paid on account of principal of said mortgage with the consent of said Belair Road Bldg. & Loan Assn. and J. Calvin Carney, balance due thereon being $1511.04) $ 26.52

(b) Release fee 16.80

and that said Belair Road Building and Loan Association, Incorporated, with the consent of said Belair Road Building and Loan Association, Incorporated and J. Calvin Carney shall execute a partial release of said Mortgage, as to said two lots, hereby sold, reserving the lien of said Mortgage against the other lots in said Mortgage described.

2. That the balance of said funds derived from said sale shall be used by said Receivers to pay of f and liquidate in full, or as far as possible, the judgment claims of the State of Maryland Department of Employment Security and Collector of Internal Revenue (United States Government) filed against the property of Henry J. Clauss and in this proceeding, and the balance remaining, if any, thereafter shall be paid by said Receivers on account of said Mortgage held by Belair Road Building and Loan Association, Incorporated and/or on account of outstanding Receivership Certificates issued in this proceeding.

3. That evidence of such payments made by said Receivers, pursuant to this Order, shall be filed in this proceeding.

Benjamin Michaelson
Judge.

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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LIBER 83 PAGE 519

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 22, 1952

We hereby certify, that the annexed

Order Nisi - Sale - Eq 10154

John De Grange vs -

Henry J. Clauss

$700.00

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 July, 1952. The first insertion being made the 12th day of June, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity
JOHN DeGRANGE, et al.
vs.
HENRY J. CLAUSS.

Ordered, this 10th day of June, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Domyan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of July next.

The report states that the amount of sales to be $700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-3

Filed 22nd July, 1952.

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LIBER 83 PAGE 520

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * * *

RE: LOT NO. 7, AND IMPROVEMENTS, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Two thousand eight hundred thirty-two Dollars and Seventy-three Cents ($2,832.73), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 7, MarieAvenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 391, in the original sum of Two thousand five hundred ninety-two Dollars and Eighty-nine Cents ($2,592.89), payment being in accordance with Order of Court in this case, as to this property, dated July 16, 1952.

Dated: July 17th, 1952.

WITNESS:

Emilia H. Schram

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

Filed 25 July, 1952.

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

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LIBER 83 PAGE 521

JOHN DeGRANGE et al	*	IN THE
	*	
vs.		CIRCUIT COURT
	*	
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951, as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered on their duties as such Receivers.

2. That the assets of this Receivership Estate consist in a large part of certain improved properties and unimproved lots located on Marie Avenue, in the Fifth Election District of Anne Arundel County, State of Maryland.

3. That Marie Avenue, forty feet in width, was laid out on Plats Nos. 1 and 2, Subdivision of Clauss Property, recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 3, Rod E-9, Plat No. 6 and Cabinet No. 3, Rod F-9, Plat No. 12.

4. That by the laying out of said street on said Plats and recording of the same, and by the sale of the properties binding thereon, said street was dedicated to public use.

5. That it is desirable that said Marie Avenue be conveyed to the County Commissioners of Anne Arundel County in order

Filed 26 July, 1951.

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that the owners of said properties binding on said street may have the benefit of a good road properly maintained.

6. That the County Commissioners of Anne Arundel County have offered to accept a Deed for said Marie Avenue, as shown on said Plats, the point of beginning being on the easterly side of the Governor Ritchie Highway as shown on Plat 1 and running in an easterly direction to the point of ending at the extension of the easterly lines of Lots 15 and 16 as shown on Plat 2.

7. That your Receivers have sold a number of properties on said Marie Avenue, and have represented to the purchasers that they were endeavoring to have the County Commissioners of Anne Arundel County accept a Deed for and take over said Avenue; and your Receivers also have a number of unsold lots on said Marie Avenue, the sale of which will be assisted by said Avenue becoming a county road.

WHEREFORE, your Petitioners pray that this Court may pass an Order authorizing and directing them to execute a Deed for said Marie Avenue to the County Commissioners of Anne Arundel County.

And, as in duty bound, etc.

Louis M. Strauss

Louis M. Strauss

Charles G. Page

Charles G. Page
Counsel for Receivers

John Demyan, Jr.

John Demyan, Jr.

J. Calvin Carney

J. Calvin Carney
Receivers as aforesaid.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 24th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of their knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

PHYLLIS S. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis S. Smith

Notary Public

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BALTIMORE 2, MD.

LIBER 83 PAGE 523

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * *

ORDER

Upon the aforegoing Petition and Affidavit, it is this 26th day of July, 1952, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case,

ORDERED, That John Demyan, Jr. and J. Calvin Carney, Receivers herein be and they are hereby authorized and empowered to execute a Deed to the County Commissioners of Anne Arundel County of Marie Avenue, as follows:

All of Marie Avenue, 40 feet in width, as shown on Plat No. 1 and Plat No. 2, Subdivision of Clauss Property, recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 3, Rod E-9, Plat No. 6 and Cabinet No. 3, Rod F-9, Plat No. 12. The point of beginning being on the easterly side of the Governor Ritchie Highway as shown on Plat 1 and running in an easterly direction to the point of ending at the extension of the easterly lines of Lots 15 and 16 as shown on Plat 2, for use as a public road or street.

Benjamin Richardson
Judge

Filed 26 July, 1952.

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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LIBER 83 PAGE 524

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

FINAL ORDER RE: DISBURSEMENT OF FUNDS DERIVED FROM SALE OF UNIMPROVED LOT NO. 9, SECTION I, MARIE AVENUE.

Filed 29 July, 1952.

It appearing that sale of unimproved Lot No. 9, Section 1, Marie Avenue by the Receivers herein to Henry J. Amon and Mildred V. Amon, his wife has been finally ratified and confirmed by this Court, and the Receivers have received from said purchasers the following sum in settlement of said purchase:

Amount of Purchase Price	$700.00
1952 taxes paid in advance - 5 mo.5 da. (19.12) apportioned as to this lot)	2.06
1952 Water and Sewer Service chge - 5 mo. 5 da. (12.50)	5.38
	$707.44
Less: 1/2 State and Federal documentary stamps (2.20)	1.10
Amount received by Receivers	$706.34

and the Receivers desiring to disburse said sum under direction of this Court:

It is, thereupon, this 29th day of July, 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 Receivers herein pay unto Belair Road Building and Loan Association, Incorporated, or its Attorney, the usual release charges of Sixteen Dollars and Eighty Cents ($16.80) and said Belair Road Building and Loan Association, Incorporated, with the consent of said Belair Road Building and Loan Association, Incorporated and J. Calvin Carney shall

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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execute a partial release, as to said Lot 9, Marie Avenue hereby sold, of Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated January 28, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 555, folio 404, covering this unimproved lot and other unimproved lots, reserving the lien of said mortgage against the other lots in said Mortgage described.

2. That said Receivers herein pay to Frederick Wiseman, trading as Wiseman Contracting Company the sum of $94.55, being apportionment of Mechanics' Lien in the original sum of One thousand forty Dollars ($1040.00) recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. 10, folio 7, and held by said Frederick Wiseman, trading as Wiseman Contracting Company against this and eleven other lots, included in this Receivership proceeding, plus interest on said apportionment from March 14, 1951, the date of filing of such Lien, to July 31, 1952, of Seven Dollars and eighty-two Cents ($7.82) or a total sum of One hundred two Dollars and thirty-seven Cents ($102.37).

3. That said Receivers herein pay to Belair Road Building and Loan Association, Incorporated the following sums in liquidation of Receivership Certificate Series E. dated October 20, 1951, from the Receivers to said Belair Road Building and Loan Association, Incorporated issued in connection with property known as Lot 7, Marie Avenue:

Interest from 7/15/52-7/29/52	$ 1.26
Balance due on Principal	540.39
Total	$541.65

4. That the balance of said funds derived from said sale or the sum of Forty-five Dollars and fifty-two Cents ($45.52), shall be paid by said Receivers to Belair Road Building and Loan Association, Incorporated on account of apportionment of One hundred seventy-five Dollars ($175.00) of Receivership Certificate Series H. from the Receivers to said Belair

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Road Building and Loan Association, Incorporated dated March 24, 1952, as to said Lot 7, Marie Avenue, as follows:

Interest from 3/24/52-7/29/52	$ 3.65
On account of principal of apportionment	41.87
Total	$45.52

5. That evidence of such payments made by said Receivers, pursuant to this Order, shall be filed in this proceeding.

Benjamin Michaelson
Judge.

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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
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LIBER 83 PAGE 527

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * *

PETITION RE: LOT 1 AND PART OF LOT 2, SECTION 2, MARIE AVENUE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That by Contract of Sale dated June 26, 1952, the Receivers herein sold unto George M. Kraft and Henrietta E. Kraft, his wife property known as Lot 1, and part of Lot 2, Section 2, Marie Avenue for the sum of Eleven thousand Five hundred Dollars ($11,500.00) in fee, which sale was duly reported to, and finally ratified and confirmed by this Court, pursuant to Order dated July 3, 1952, subject to the issuance and final ratification of Order Nisi which has been duly issued and is now running on said sale, and which will expire on August 11, 1952.

2. That in accordance with the terms of said Contract and Order of Court, said property was sold by your Receivers free and clear of all liens and claims filed against said property.

3. That your Receivers borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series G. dated February 14, 1952 the sum of Four thousand four hundred Dollars ($4,400.00) to provide sufficient money to complete the construction of this property, that the aforesaid sum is still due and owing, with interest, as provided by said Certificate, from February 14, 1952; that your Receivers also

Filed 2 Aug., 1952.

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borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series H. dated March 24, 1952 the sum of One thousand three hundred twenty Dollars ($1,320.00) of which One hundred seventy-five Dollars ($175.00) was used to install sump pump and water elimination system in this property and the sum of Two hundred thirty-three Dollars and thirty-three Cents ($233.33) was used to lay sidewalk and curbing in front of this property.

4. That the following persons have claims against said property:

(a)	Belair Road Building & Loan Association, Inc. - balance due on mortgage (approx.)	$8800.00
(b)	Mechanics' Lien of DeGrange Lumber Co. - for materials furnished	3092.53
(c)	Mechanics' Lien of Hosse & Martinoli - for labor and materials furnished	193.00
(d)	Mechanics' Lien of William H. Berger & Sons for labor and materials furnished	100.00
(e)	Mechanics' Lien of Frederick Wiseman, Trading as Wiseman Contracting Co. - apportionment as to this lot	94.55

5. That in addition, in accordance with the aforesaid Contract and Report of Sale, your Receivers were obliged to do certain work on said property; that Martin A. Sinsky, Builder submitted estimate for said work and has completed the same, and has rendered bill to said Receivers in the sum of Fifty-four Dollars and Seventy-five Cents ($54.75).

6. That your Receivers are advised that it will be necessary for this Court to determine the validity and amounts of the aforesaid liens and claims, and provision for payment therefor made.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open Court.

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BALTIMORE 2, MD.

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AND, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney

Petitioners-Receivers as aforesaid.

Louis M. Strauss

Charles G. Page

Counsel for Petitioners-
Receivers.

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BLANCHARD D. CARNEY
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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

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

ORDER.

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 5th day of August, 1952,

ORDERED, that the validity and the amounts of the following claims and liens of the following persons:

Belair Road Building & Loan Assn., Inc. Receivership Certificate Series G issued to complete construction of property - original amount interest from date thereof - 2/14/52	$4,400.00
Belair Road Building & Loan Assn., Inc. Receivership Certificate Series H. apportioned as to this property for installation of sump pump, water elimination, etc. with interest from 3/24/52	175.00
apportioned as to this property for laying of sidewalks and curbing in front thereof with interest from 3/24/52	233.33
Belair Road Building & Loan Assn., Inc. balance due on mortgage - approx.	8,800.00
DeGrange Lumber Company - Mechanics' Lien for materials furnished with interest from 12/30/50	3,092.53
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished with interest from 1/26/51	193.00
William H. Berger & Sons - Mechanics' Lien for labor and materials furnished with interest from 2/3/51	100.00
Frederick Wiseman, trading as Wiseman Contracting Company - Mechanics' Lien for labor and materials furnished apportioned as to this lot with interest from 3/14/51	94.55

Filed 5 Aug., 1952

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

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Martin A. Sinsky - work on said property, as per Contract and Report of sale 54.75

filed against property known as Lot No. 1 and part of Lot 2, Section 2, Marie Avenue, be and the same are hereby set for hearing in open Court on August 8, 1952, at 2 o'Clock p.m.

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the aforesaid claimants.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 532

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * * *

PETITION RE: LOT 4 AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT 1 ON PLAT OF SUBDIVISION OF CLAUSS PROPERTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That by Contract of Sale dated July 1st, 1952, the Receivers herein sold unto Henry A. Mack and Anita V. Mack, his wife the property known as Lot 4 and part of Lot 3, Section 2, Marie Avenue and part of Lot 1 on Plat of Subdivision of Clauss property, for the sum of Eleven thousand five hundred Dollars ($11,500.00) in fee, which sale was duly reported to, and finally ratified and confirmed by this Court, pursuant to Order dated July 15, 1952, subject to the issuance and final ratification of Order Nisi which has been duly issued, and is now running on said sale.

2. That in accordance with the terms of said Contract and said Order of Court, said property was sold by your Receivers free and clear of all liens and claims filed against said property.

3. That your Receivers borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series C. dated August 2, 1951, the sum of Eight Thousand Dollars ($8000.00) to provide sufficient money to complete the construction of property known as Lot 4 and part of Lot 3, Section 2, Marie Avenue and to effect a release of existing contract

Filed 2 Aug., 1952

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held by Kenneth James Brannigan and Plaige Virginia Brannigan, his wife as to said property; that since the borrowing of the original sum of Eight thousand Dollars ($8000.00) on Receiver--ship Certificate as aforesaid, your Receivers have made a collection of a Second Mortgage included among the assets of the Receivership, and have applied the sum of Four thousand four hundred five Dollars and three Cents ($4,405.03) thereout on account of said Receivership Certificate, with interest to January 31, 1952, so that there is now due on said Certificate the sum of Three thousand five hundred ninety-four Dollars and ninety-seven Cents ($3,594.97), with interest from January 31, 1952; that your Receivers also borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series H. dated March 24, 1952, the sum of One thousand three hundred twenty Dollars ($1320.00) of which One hundred twenty-seven Dollars ($127.00) was used to install sump pump and water elimination system in property known as Lot 4 and part of Lot 3, Section 2, Marie Avenue, and the sum of Two hundred thirty-three Dollars and thirty-three Cents ($233.33) was used to lay sidewalks and curbing in front of said property.

4. That the following persons have claims against said Lot 4 and part of Lot 3, Section 2, Marie Avenue:

(a) Belair Road Bldg. & Loan Assn., Inc. balance due on mortgage (approx.) $8800.00

(b) Mechanics' Lien of DeGrange Lumber Co. for materials furnished 1414.37

(c) Mechanics' Lien of William H. Berger & Sons - for labor and materials furnished 150.00

(d) Mechanics' Lien of Frederick Wiseman, trading as Wiseman Contracting Co. - for labor and materials furnished apportioned as to this property 94.55

5. That your Receivers are advised that it will be necessary for this Court to determine the validity and amounts of the aforesaid liens and claims, and provision for payment there-

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for made.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open Court.

AND, as in duty bound, etc.

John D. Emmyan Jr.

J. Calvin Carney

Petitioners-Receivers as aforesaid.

Louis M. Strauss

Charles J. Pagnopoulos

Counsel for Petitioners-Receivers.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above--entitled case, this 5th day of August, 1952,

ORDERED, that the validity and the amounts of the following claims and liens of the following persons:

Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate Series C issued to complete construction of Lot 4 and part of Lot 3, Section 2, Marie Avenue and effect release of existing contract - originally $8000.00 pd. on acct. 4405.03 balance due with int. fr. 1/31/52	$3,594.97
Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate Series H apportioned as to this property for installation of sump pump, water elimination, etc. with interest from 3/24/52	127.00
apportioned as to this property for laying of sidewalks and curbing in front thereof with interest from 3/24/52	233.33
Belair Rd. Bldg. & Loan Assn., Inc. balance due on mortgage - approx.	8,800.00
DeGrange Lumber Company - Mechanics' Lien for materials furnished with interest from 12/30/50	1,414.37
Mechanics' Lien of William H. Berger & Sons for labor and materials furnished with interest from 2/3/51	150.00
Mechanics' Lien of Frederick Wiseman, trading as Wiseman Contracting Co. - for labor and materials furnished - apportioned as to this property with interest from 3/14/51	94.55

Filed 5 Aug., 1952.

LAW OFFICES
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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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filed against property known as Lot No. 4 and part of Lot No. 3, Section 2, Marie Avenue, be and the same are hereby set for hearing in open Court on August 8, 1952, at 2 o'clock P.M.

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the aforesaid claimants.

Benjamin Michaelson
Judge.

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

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LIBER 83 PAGE 537

JOHN DeGRANGE et al *

vs. *

HENRY J. CLAUSS *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 14 Folio 199

Case No. 10154

****

PETITION RE: UNIMPROVED LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That by Contract of Sale dated June 20, 1952, the Receivers herein sold unto Leonard B. McLaughlin fee simple unimproved lot of ground located on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, known as lot No. 5067, Block 1010, Plat of Glen Burnie; said Plat being recorded in Plat Cabinet 1, Rod R, Plat 17, of the Land Records of Anne Arundel County, for the sum of Seven Thousand seven hundred fifty Dollars ($7,750.00) which sale has been duly reported to, and finally ratified and confirmed by this Court, pursuant to Order dated July 3, 1952, subject to the issuance and final ratification of Order Nisi which has been duly issued and is now running on said sale, and which will expire on August 11, 1952.

2. That in accordance with the terms of said Contract and said Order of Court, said property was sold by your Receivers free and clear of all liens and claims filed against said property.

3. That the following is a specific lien against said property:

Belair Rd. Bldg. & Loan Assn., Inc. balance due on mortgage (covering this unimproved lot and several other unimproved lots, all of which have been heretofore released)	$1,550.00

Filed 2 Aug., 1952.

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4. In addition, in accordance with the terms of Contract and Report of Sale, this sale was made subject to payment of real estate commission of five percent. or Three hundred eighty-seven Dollars and fifty cents ($387.50) by the Receivers to Ralph L. Moore, Licensed Real Estate Broker.

5. That your Receivers are advised that it will be necessary for this Court to determine the validity and amounts of the aforesaid liens and claims, and provision for payment therefor made.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open court.

AND, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Petitioners-Receivers as aforesaid.

Louis M. Strauss

Charles G. Page
Counsel for Petitioners-Receivers.

LAW OFFICES
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BALTIMORE 2, MD.

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LIBER 83 PAGE 539

JOHN DeGRANGE, et al

vs.

HENRY J. CLAUSS

* IN THE

* CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

IN EQUITY

No. 14 Folio 199
Case No. 10154

****

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, in Equity, in the above-entitled case, this 4th day of August, 1952,

ORDERED, that the validity and the amounts of the following claims and liens of the following persons:

Belair Road Building & Loan Assn., Inc. balance due on mortgage (Approximately)	$1,550.00
Ralph L. Moore- commission on sale of lot - per Contract and Report of Sale	387.50

filed against property known as Lot No. 5067, Block 1010, Plat 50 of Glen Burnie; said Plat being recorded in Plat Cabinet 1, Rod R, Plat 17; opposite Marie Avenue, be and the same are hereby set for hearing in open Court on August 8, 1952, at 2 o'clock p.m.

IT IS FURTHER ORDERED, that a copy of this Petition and Order be mailed to counsel for the aforesaid claimants.

Benjamin Michaelson
Judge.

Filed 4 Aug., 1952.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * *

RE: LOT NO. 7, AND IMPROVEMENTS, MARIE AVENUE

In consideration of the payment of the sum of Two thousand eight hundred thirty-two Dollars and seventy-three Cents ($2,832.73), which sum includes interest on the lien hereinafter mentioned, to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt of which payment is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property, dated July 16, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No. 7, Marie Avenue, referred to herein, said Lien being dated December 30, 1950 and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 391, in the original sum of Two thousand five hundred ninety-two Dollars and eighty-nine Cents ($2,592.89).

Filed 8 Aug, 1952

Dated: July 31st 1952.

John Demyan, Jr.
Glenburnie, Maryland
Attorney for Lien Claimant

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 31st day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared F.Ward DeGrange, Surviving Partner of DeGrange Lumber Co. and acknowledged the aforegoing Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public Amelia H. Tubman

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

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JOHN DEGRANGE et al	:	IN THE
vs.	:	CIRCUIT COURT
HENRY J. CLAUSS	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity
	:	No. 14, Folio 199
		Case No. 10154

-----000:000-----

PETITION AND REPORT OF SALE

RE: PART OF LOT 2 AND PART OF LOT 3

SECTION 2, MARIE AVENUE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition and Report of Sale of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That they were appointed Receivers herein by Decree of this Court dated January 22, 1951 as ratified and confirmed by Decree of this Court dated May 11, 1951, for the affairs and assets of Henry J. Clauss; they have duly qualified by filing an approved bond and have entered upon their duties as such Receivers.

2. That among the assets of this Estate is the fee simple improved property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, owned by said Henry J. Clauss and Receivers thereof, and more particularly described as follows:

BEGINNING for the same at a point on the northeast side of Marie Avenue, as laid out forty feet wide, distant north fifty-seven degrees fifty-five minutes west sixty-two and fifty one-hundredths feet from the intersection of the northeast side of the said avenue and the northwest side of a fifty foot street, shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the northeast side of the said Marie Avenue, north fifty-seven degrees fifty-five minutes west seventy-six and fifty one-hundredths feet; thence leaving the said avenue and running through Lot 2, as shown on the said plat, north thirty-two degrees five minutes east one hundred seventy-four feet to the southwest side of a ten foot right of way; thence running with the southwest side of the said right of way, south fifty-seven degrees fifty-five minutes east seventy-six and fifty one-hundredths feet; thence leaving the said right of way

Filed 1st Aug., 1952.

LAW OFFICES
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BALTIMORE 2, MD.

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and running through Lot 3, as shown on the said plat, south thirty-two degrees five minutes west one hundred seventy-four feet to the place of beginning.

BEING the northwestmost thirty-seven and fifty one-hundredths feet of Lot 3 and the southeastmost thirty-nine feet of Lot 2, with a uniform depth of one hundred seventy-four feet, as shown on the aforementioned plat of the Subdivision of the Clauss Property.

The Above description being prepared by Thomas W. Shives, Registered Engineer on April 7, 1952.

being part of the property described in a Deed from The Brooklyn Home Realty Company to Henry J. Clauss dated July 13, 1950 and recorded among the aforesaid Land Records in Liber J.H.H. No. 579, folio 569, and being the same property described in a Mortgage from Henry J. Clauss to Belair Road Building andLoan Association, Incorporated, dated November 21, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 600, folio 487 in the sum of $8000.00, and being also part of property described in a 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 571 in the sum of $8500.00.

3. That said property is subject to the following specific liens against the same:

(a) Receivership Certificate Series A on which Receivers borrowed from Belair Rd. Bldg. & Loan Assn. $7102.05

On account of which there has been paid by your Receivers as per Order of this Court the sum of $4431.68

On which there is therefore now due the sum of $2670.37

With interest from January 31, 1952

(b) Receivership Certificate Series H on which Receivers borrowed from Belair Rd. Bldg. & Loan Assn. the sum of $1320.00 for sidewalks and water elimination systems, apportioned as to this property -

Sidewalks with interest	$ 233.33
Water elimination with interest	175.00

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BALTIMORE 2, MD.

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(c) Mortgage from Henry J. Clauss to Belair Rd. Bldg. & Loan Assn. aforesaid approximate balance with interest — $8600.00

(d) DeGrange Lumber Co. - mechanics' lien with interest $1096.23

(e) Frederick Wiseman Trading as Wiseman Contracting Co., - Mechanics' Lien, apportioned as to this property with interest $ 94.55

4. That your Receivers have been endeavoring to sell said property at private sale for the highest price obtainable.

5. That subject to the approval of this Court, your Receivers have entered into a contract dated June 26, 1952, with Thomas Cleaver and Rosalie Cleaver, his wife, and said Thomas Cleaver and Rosalie Cleaver, his wife, have purchased from said Receivers fee simple improved property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and hereinbefore particularly described for the sum of Eleven Thousand ($11,000.00) Dollars as will more fully appear from contract attached hereto as part hereof, marked Petitioners' Exhibit No. 1, cash upon ratification of said sale by this Court. That said sale was made conditioned upon the approval of a G. I. Loan on said property by the said Veteran's Administration and by the Provident Savings Bank of Baltimore City. That said Veteran's Administration and said Provident Savings Bank of Baltimore City have approved said loan.

6. That said purchasers require the following items to be done, which items are referred to in said Contract referred to in Paragraph 5 hereof, and which items your Receivers have agreed to do subject to the approval of this Court; that some of said items are covered by prior contract with the said Martin A. Sinsky, Builder, who completed construction of said property for your

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BALTIMORE 2, MD.

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Receivers and some of said items are extras; and that said Martin A. Sinsky has agreed to complete said work for the sum of $38.00 to be paid by your Receivers out of said sale price, and subject to approval of Court your Receivers have so agreed to employ said Martin A. Sinsky.

7. That said Receivers have also employed said Martin A. Sinsky, Builder to waterproof cellar walls in said property and installing downspouts at a cost of $49.00 which will be paid out of said sale price of said property.

8. That your Receivers aver that it is necessary to sell the aforesaid fee simple improved property to liquidate the affairs of said Henry J. Clauss and pay the receivership certificate, mortgage and lien claims against said property and claims against the Receivership herein and against other properties constituting part of the Estate.

9. That said sale was fairly made for the most money to be obtained therefor, and was advantageous to this Estate.

10. That your Receivers attach hereto the Certificate of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said fee simple improved property.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this Court of the usual Order Nisi thereon.

And, as in duty bound, etc.

John Demyan, Jr.

J. Calvin Carney
Receivers

Louis M. Strauss

Charles G. Page
Counsel for Receivers

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

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John Demyan, Jr. and J. Calvin Carney, Receivers, and made oath in due form of law that the facts stated in the aforegoing Petition and 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.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 83 PAGE 546

This Agreement of Sale, made this 16th day of June nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, ------- Seller, and Thomas Cleaver and Rosalie Cleaver, 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, known and designated as the easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one half feet of Lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, dimensions of lot approximately seventy-six and one-half feet by one hundred seventy-four feet, together with improvements thereon, in fee simple, a detailed description of said property by metes and bounds according to Surveyor's description being attached hereto as part hereof,

Filed 14 Aug., 1952

at and for the price of Eleven thousand and no/100 ---------- Dollars ($11,000.00)

of which One thousand five hundred and no/100 ------- Dollars ($ 1,500.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: By aG.I. Loan to be furnished by the Provident Savings Bank of Baltimore. If said G.I. Loan is not approved by the Veterans Administration and Provident Savings Bank of Baltimore within thirty days, this sale shall be off, each of the parties hereto shall no longer be liable hereunder, and said deposit shall be returned without deduction. Immediately upon such approval by the Veterans Administration and Provident Savings Bank of Baltimore, as above, this sale shall be reported by said Receivers for ratification in the case of John DeGrange et al vs. Henry J. Clauss, in the Circuit Court for Anne Arundel County, In Equity, No. 14, folio 199, case No. 10154, in which case said John Demyan, Jr. and J. Calvin Carney are Receivers, and subject to which ratification this Contract is entered into. Property sold as is and in its present condition. except as set forth on attached list. Sellers shall have the right to maintain a "[redacted]" or "Sold" sign on said property until final consummation.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein: but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any. Anne Arundel Cty.Sanitary Com. chges. against property to be apportioned or adjusted as of date of settlement. ~~[illegible]~~, 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.

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

Blanchard V. Carney (WITNESS—AS TO SELLER'S SIGNATURE)	John Demyan Jr. (SELLER'S SIGNATURE) John Demyan, Jr. (SEAL)
Blanchard V. Carney (WITNESS—AS TO SELLER'S SIGNATURE)	J. Calvin Carney (SELLER'S SIGNATURE) J. Calvin Carney, Receivers (SEAL)
Blanchard V. Carney (WITNESS—AS TO BUYER'S SIGNATURE)	Thomas E. Cleaver (BUYER'S SIGNATURE) Thomas Cleaver (SEAL)
Blanchard V. Carney (WITNESS—AS TO BUYER'S SIGNATURE)	Rosalie Cleaver (BUYER'S SIGNATURE) Rosalie Cleaver (SEAL)

See attached sheet!

B.D.C.

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BEGINNING for the same at a point on the northeast side of Marie Avenue, as laid out 40 feet wide, distant North 57° 55' West 62.50 feet from the intersection of the northeast side of the said avenue and the northwest side of a 50 ft. street, shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the northeast side of the said Marie Avenue, North 57° 55' West 76.50 feet; thence leaving the said avenue and running through Lot 2, as shown on the said plat, North 32° 05' East 174.0 feet to the southwest side of a 10 ft. right of way; thence running with the southwest side of the said right of way, South 57° 55' East 76.50 feet; thence leaving the said right of way and running through Lot 3, as shown on the said plat, South 32° 05' West 174.0 feet to the place of beginning.

BEING the northwestmost 37.50 feet of Lot 3 and the southeastmost 39.0 feet of Lot 2, with a uniform depth of 174.0 feet, as shown on the aforementioned plat of the Subdivision of the Clauss Property.

Description prepared April 7, 1952
Thomas W. Shives, Reg. Engr. No: 1110.

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Replace or repair:

Pipe in rear yard emanating from pump/
pump.
Plaster bathroom tile behind door.
Repaint front door.
Complete thermostat installation
Heat (air) in downstairs bedroom and living
room inoperative.
Fill dirt in rear yard.
Install lighting fixture in bathroom.
Check tar paper shingled roof.
Install lock ~~#~~ on bathroom door.

SIGNED:

Thomas E. Cleaver
Realtor Cleaver

CERTIFICATE

We, the undersigned, licensed Real Estate Brokers and Property Assessor of the State of Maryland, do hereby certify that we have carefully examined the fee simple improved property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of Lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9 Plat No. 12, fully described in the aforegoing Petition and Report of Sale; that we are familiar with the value of this property and other property in the vicinity thereof; that we are of the opinion that the sum of $11,000.00 represents the fair market value of said property, with the items of work to be done by said Receivers, and we believe that said sale will be beneficial to the Estate; and we recommend to this Court that this Court ratify said Sale after the issuance of the usual Order Nisi.

Edward H. Riley Jr.

Herbert F. Engelhardt

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 14th day of August, 1952, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William H. Riley Jr who made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Mildred F. Bean
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 14th day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City aforesaid~~ Baltimore County personally appeared Herbert F. Engelhardt, who made oath in due form of law that the matters and facts set forth in the aforegoing Certificate are true to the best of his knowledge, information and belief.

AS WITNESS My Hand and Notarial Seal.

Phyllis J. Smith
Notary Public

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

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

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JOHN DeGRANGE et al	:	IN THE
vs.	:	CIRCUIT COURT
HENRY J. CLAUSS	:	FOR
	:	ANNE ARUNDEL COUNTY In Equity No. 14, folio 199 Case No. 10154

-----ooo:ooo-----

O R D E R

Upon the aforegoing Petition and Report of Sale, Affidavit of Receivers, Certificate and Affidavits, and Contract attached to said Petition and Report of Sale, it is, by the Circuit Court for Anne Arundel County, in the above-entitled case, this 15th day of August, 1952,

ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple improved property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of Lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss property, Section No. 2, filed among the LAND Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and described as follows:

BEGINNING for the same at a point on the northeast side of Marie Avenue, as laid out forty feet wide, distant north fifty-seven degrees fifty-five minutes west sixty-two and fifty one-hundredths feet from the intersection of the northeast side of the said avenue and the northwest side of a fifty foot street, shown on a Plat of the Subdivision of the Clauss Property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, Plat No. 12, and running thence with the northeast side of the said Marie Avenue, north fifty-seven degrees fifty-five minutes west seventy-six and fifty-one-hundredths feet; thence leaving the said avenue and running through Lot 2, as shown on the said plat, north thirty-two degrees five minutes east one hundred seventy-four feet to the southwest side of a ten foot right of way; thence running with the southwest side of the said right of way, south fifty-seven degrees fifty-five minutes east seventy-six and fifty one-hundredths feet; thence leaving the said right of way and running through Lot 3, as shown on the said plat, south thirty-two degrees five minutes west one hundred seventy-four feet to the place of beginning.

BEING the northwestmost thirty-seven and fifty one-hundredths feet of Lot 3 and the southeastmost thirty-nine feet of Lot 2, with a uniform depth of one hundred seventy-four feet, as shown on the aforementioned plat of the Subdivision of the Clauss property.

The above description being prepared by Thomas W. Shives, Registered Engineer on April 7, 1952.

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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be sold at public or private sale by John Demyan, Jr. and J. Calvin Carney, Receivers for the highest price obtainable, and if sold at private sale, said sale to be for not less than the market value thereof, as certified by two licensed Real Estate Brokers of the State of Maryland.

2. That John Demyan, Jr. and J. Calvin Carney, Receivers are hereby authorized and empowered to employ Martin A. Sinsky, Builder, to do the work set forth in the aforegoing Petition and Report of Sale for the sum of $87.00 , which employment is hereby approved and which sum shall be paid by said Receivers to said Martin A. Sinsky out of the proceeds of sale of this property.

3. That the sale hereby reported by John Demyan, Jr. and J. Calvin Carney, Receivers herein to Thomas Cleaver and Rosalie Cleaver, his wife, of the fee simple improved property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of lot No. 3, Section 2, Marie Avenue, as shown on the Plat of Subdivision of Clauss property, Section No. 2, filed among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-9, PLAT No. 12, dimensions of said lot being seventy-six and one-half feet by one hundred seventy-four feet, as fully described in the aforegoing Petition and Report of Sale for the sum of $11,000.00 as therein set forth, be and the same is hereby approved, ratified and confirmed, subject to the issuance of the usual Order Nisi on such sale, and upon expiration thereof, and upon entry of final Order of Ratification herein, and upon payment in full by said Thomas Cleaver and Rosalie Cleaver, his wife of said purchase price, said Receivers shall convey said property by a good and marketable title to said Thomas Cleaver and Rosalie Cleaver, his wife, free, clear and discharged of all rights and interests of the parties to this case and all certificates, mortgages, all liens, all judgments and all claims of any kind against said property, the proceeds from such sale to be distributed and paid in accordance with subsequent Order or Orders of this Honor-

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BALTIMORE 2, MD.

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able Court; all certificates, mortgages, liens, judgments and other claims are hereby reserved and retained against the funds arising from the sale of said property in the same manner and to the same extent as said certificates, mortgages, liens, judgments and claims existed against said property, and shall be applied according to their legal priority.

Benjamin Meshaulson
Judge.

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

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LIBER 83 PAGE 553

ORDER NISI

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,154 Equity

Filed 15 Aug., 1952.

Ordered, this 15 day of August, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 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 22 day of September next.

The report states that the amount of sales to be $ 11,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOHN DeGRANGE, et al

versus

HENRY J. CLAUSS, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 Sept., 1952.

ORDERED BY THE COURT, This 23d day of September, 1952, that the sale made and reported by the ~~Trustee~~ Receivers 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~~ Receivers allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A.J.

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JOHN DE GRANGE AND F. WARD DE GRANGE, CO PARTNERS, T/A DE GRANGE LUMBER CO. ET AL.	:	IN THE CIRCUIT COURT
VS.	:	FOR
HENRY J. CLAUSS	:	ANNE ARUNDEL COUNTY
	:	No. 10,154 Equity
	:	

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

TESTIMONY IN OPEN COURT ON
BEHALF OF PLAINTIFFS
BEFORE
HON. BENJAMIN MICHAELSON
AUGUST 8, 1952

Present:

Mr. J. Calvin Carney,
Mr. John Damyan, Jr.) Receivers
Mr. Charles G. Page, Solicitor for Receivers.

Mr. Louis M. Strauss, Solicitor for De Grange Lumber Co.

Mr. Herbert E. Witz, Solicitor for Wm. H. Berger & Sons.

Mr. Samuel Schenker, Solicitor for Fred Wiseman.

Mr. Jack C. Doney, Solicitor for Hosse & Martinoli.

Witnesses:

J. Calvin Carney, pages 1 to 4.

F. Ward DeGrange, pages 4, 5.

Herbert F. Englehart, pages 5, 6, 7.

Albert Martinoli, pages 7, 8.

William H. Berger, pages 8. 9.

Filed 16 Aug. 1952

J. Calvin Carney, a witness of lawful age, being first duly sworn, deposes and says:

If your Honor, please, my name is J. Calvin Carney; I am one of the attorneys in this receivership case against Henry J. Clauss. This hearing today is for the purpose of having Your Honor determine the amount of liens against the properties involved in this hearing and the priority thereof. This one we would like to present evidence on is known as Lot No. 1, Part of Lot No. 2, Section 2, Marie Avenue. That property is improved by a dwelling which has been sold to George M. M. Kraft and Henrietta E. Kraft, his wife, for $11,500.00; the sale has been reported to this Court and will be ratified after August 12, 1952, as shown by the petition filed in this Court with respect to the liens that exist against this property; the receivers borrowed from the Belair Road Building & Loan Association, receivership certificate, dated February 14, 1952, $4400.00; pursuant to Order of this Court and is still open and unsatisfied, including interest as of this date in the sum of $4528.33 due on that lien; in addition to that the receivers, pursuant to Order of this Court borrowed sufficient moneys to install a sump pump and water system at a cost of $1320.00 of which the sum of $175.00 is allocated to the property, and also the receivers borrowed from Belair Road Buiding & Loan Association on certificate including that sum of $1320.00, $233.33 to lay sidewalk and curbing in front of the property to make the same saleable; that sum is also unsatisfied at this time as to this property; the apportionment as to this property is $417.51 which is due and owing by the property to the Belair Road Building & Loan Association; in addition to that, the property is subject to a mortgage to Belair Road Building & Loan Association, the amount due at this time which is $8721.56; the receivers, as part of the sale of this property were obliged to make certain repairs or alterations to it at a cost of $54.75, which was done by Martin A. Sinsky; other work was done in connection with the sale; part of the contract for the original job, claim has been made by the contractor for compensation for that work; investigation by the receivers disclosed that there exists the following additional liens: Lien of De Grange Lumber Company for materials furnished, $92.53; Lien of Hosse & Martinoli $93.00; Lien of William H. Buerger and Sons, for labor and materials, $100.00, and Fred Wiseman, grading and excavating, $94.55 being the apportionment which is allocated to this particular lot. As far as the receivers know, all these

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claims are legitimate and should be allowed by this Court, subject to the priority of the lien against this property as you will notice the amounts on here are considerably in excess of the sale price and this represents one of the worst ones we have had, particularly in view of the fact that the others had their borrowing from Belair Road reduced by the amount we secured in collection of the second mortgage, but this was the last house we got back and we finally got it back from Mr. Harris and his wife through negotiation; the other transactions had gone through and we took a second mortgage and applied the sum against the other properties, so this property will have a substantial deficit which, as I will point out, can be taken care of out of the sale of the unimproved lot on the west side of Annapolis Road and Ritchie Highway opposits Marie Avenue. That I think is all the evidence we have to present with respect to Lot No. 1 and Part of Lot No. 2, Section 2, Marie Avenue.

(Mr. Strauss)

1. Mr. Carney, that particular lot was originally contracted to be purchased by Mr. and Mrs. Harris and you purchased it back and had them abandon the contract?

A. That's correct. Mechanic's Liens were filed against Henry J. Clauss by the Harrises. You will note from the records of this Court that a petition was filed and the Court passed an Order permitting us to buy back the interest of Harris in that contract, and he has been paid off and he has surrendered to the receivership any interest they had in and to this property and in and to their contract.

2. At that time it was subject to the DeGrange Lumber Company Lien against Clauss?

A. That's correct.

(Mr. Carney)

Now, if Your Honor, please, the next one involved here today is Lot No. 4, Part of Lot No. 3, Section 2; that is an improved property and that has been sold to Henry Mack and Edith Mack, his wife, for $11,500.00 in fee; sale has been reported to the Court, Order of Ratification is now running on it; it will be ratifiable after August 26, 1952. With respect to that property, pursuant to Order of this Court, receivers borrowed $8000.00 from Belair Road Building & Loan Association, receivership certificate dated August 2, 1951, to complete the

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property; the property has been completed and out of the collection of the second mortgage, the receivers have applied the sum of $4405.03, leaving a balance at this time on receivership certificate of $3707.62; the receivers also borrowed from Belair Road Building & Loan Association, as I testified with reference to the prior property, $1320.00, on four properties to enable the receivers to install sump pumps and water installation system and also sidewalks and curbing; the portion of that certificate allocated to this property still unpaid is $368.43 as of this date. Belair Road Building and Loan have a mortgage on this property, balance due on which at this time is $8498.14. DeGrange Lumber Company has a lien for materials furnished, $1414.37; William H. Buerger and Sons have a lien for labor and materials for $150.00, Wiseman Contracting Company has a lien of $94.55 for excavating as apportioned against this property. So far as the receivers are concerned from investigation, these claims are all legitimate and should be paid and I so state.

If your Honor, please, the third item here today involves an unimproved lot on the west side of Governor Ritchie Highway approximately opposite Marie Avenue; the lot is unimproved and sold by the receivers to Leonard D/ McLaughlin for $7750.00, subject to a commission of $387.50 to a broker, a Mr. Moore, whose name appears in the Report of Sale; that sale is ratifiable by this Court after August 12, 1952. There are no liens against that property except the balance due to the Belair Road Building & Loan Association on this mortgage on this and other properties, originally in the sum of $10,000.00. All the other security on that mortgage has been eliminated and the balance due on the mortgage is $1533.15, which is the only lien against this particular piece of property and which should be paid out of the proceeds of sale. For Your Honor's approval, we would like to pay the balance due on receivership certificate that apply to Lot No. 1, Section 2, out of the sale price of this lot, which, I believe, will pay that certificate in full and leave a surplus for general use by the receivers in the estate. After these three sales are consummated, there is going to be one sale left, that is one half of two and one half of three, Section 2, which is subject to G. I. financing. The present administration has approved the loan and the Report of Sale will be filed in a few days. After that transaction goes through, we have one small improved lot left, in the estate, plus twenty-five improved

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lots on Marie Avenue. As soon as we consummate these four transactions, we propose to file a petition and have Your Honor refer the papers in order to state an account to close the balance of the unimproved lots as quickly as possible.

******

F. Ward DeGrange, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Your full name is F. Ward DeGrange?

A. That's right.

2. You are the surviving partner of John DeGrange?

A. That's right.

3. I hand you a Mechanic's Lien directed against Henry J. Clauss and wife as against Lot 1, Section 2, which is filed in this case as a Mechanic's Lien and duly recorded among the Mechanic's Lien Records of Anne Arundel County, December 30, 1950, and ask you whether that lien should be allowed by this Court subject to excepteion, is still open?

A. It is.

4. In what amount?

A. In the amount of $3092.53 plus interest.

5. That interest has been allowed in this case from December 30, 1950?

A. That's correct.

6. Have you received any credit for payment on this lien?

A. I have not.

7. It is still due?

A. Still due and owing.

8. Did you serve notice of intention to file this lien?

A. I served a notice to Jessie L. Harris and Mary J. Harris in person, December 28, 1950 and also attached a copy of the complete bills for materials furnished on the house.

9. The same as filed in the case?

A. The same as filed in the case.

10. I direct your attention to the lien filed among the Mechanic's Liens Records of Anne Arundel County on December 30, 1950 against the property of Henry J. Clauss and Kenneth James Brannigan and Virginia Brannigan, his wife, which

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is directed to Lot No. 4, Block 2, of the Clauss property as part of this proceedings and ask you whether or not the lien claim has been paid in this case?

A. The lien claim has not been paid; there is a balance of $1414.37, plus interest still outstanding and due.

11. Is that the full amount of the claim?

A. That is the full amount of the claim.

MR. STRAUSS: WE WOULD LIKE TO OFFER IN EVIDENCE THIS EXHIBIT.

(MARKED EXHIBIT 1)

12. You served notice of intention to file?

A. I sent notice of intention to file to Kenneth Brannigan and wife in person December 29, 1950 and also attached a copy of the bill to the house.

13. That is the property that has been referred to by the receivers?

A. That's right.

******

Herbert F. Englehart, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Carney)

1. State your name and position.

A. Herbert F. Englehart, Secretary Belair Road Building and Loan Association.

2. Did the receivers in this case borrow from Belair Road Building and Loan Association money on receivership certificate, Series G?

A. They have.

3. How much?

A. $4400.00.

4. What is the balance due from the receivership certificate now?

A. Including interest to date, $$4528.33.

5. That was used to complete the property and pay off the contract purchaser?

A. That was.

6. Did the receivers later borrow, pursuant to order of this Court, monet on certificate, Series H to provide water elimination system, sump pumps and sidewalks?

A. They have, in the sum of $1320.00.

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7. How much is due by this property on that borrowed at this time in reference to Lot 1, Section 2?

A. $417.32, being $175.00 proportionate as to water elimination, $233.33 for sidewalks.

8. The correct amount is $417.51, isn't it?

A. Yes, $417.51.

9. That includes interest down to today?.

A. Including interest until today.

10. Belair Road also holds a mortgage on this property, is that correct?

A. They do.

11. In the sum of how much money?

A. $8000.00.

12. The balance due, including interest to date, is how much?

A. $8721.56.

13. Did the receivers also borrow from Belair Road moneys to complete Lot No. 4, Section 2, pursuant to order of this Court?

A. They did.

14. What was the amount they borrowed.

A. $8000.00.

15. That was known as Series C.

A. That's right.

16. What is the balance due on that certificate at this time, including interest to today?

A. $3707.62.

17. Did the receivers also borrow certificate, Class H, money to provide water elimination, sump pump and sidewalks for this property?

A. They did; on the water elimination $127.00, sidewalks, $233.33 including interest today a total of $368.43.

18. That covers all the liens the association has on Lot 1, Section 2 and Lot 4, Section 3?

A. They do.

19. Referring to lot on the west side of Gov.Ritchie Highway approximately opposite from Marie Avenue, does Belair Road have a mortgage on that property?

A. They do.

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20. All these mortgages we are talking about have been filed in these proceedings or photostatic copies thereof?

A. They have, the originals were withdrawn and photostatic copies replaced.

21. What is the balance due of the mortgage?

A. $1533.58.

22. That's the only security?

A. That's correct.

23. That's the only claim Belair Road has against this particular lot?

A. That's correct.

****

Mr. Schenker: With consent of counsel, I would like to bring to the Court's attention, stipulation which was entered into in earlier cases in which Mr. Wiseman filed claims in the amount of $1040.00 and for each lot it was stipulated thatat that time he would it each pro-rate/at $94.55 a/lot.

Mr. Carney: We are willing to so stipulate.

Mr. Schenker: Mr. Wiseman has a lien against Lot 1 and Part of Lot 2, Section 2 for $94.55 and also a similar lien against Lot No. 4, Section 3, in the amount of $94.55.

Court: There is nothing against the other lot.

Mr. Carney: He is not entitled to anything on the other lot; it is on the other side of the road and it is unimproved.

****

Albert Martinoli, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Doney)

1. Yourname is Albert Martinoli?

A. Yes.

2. Are you a co-partner of Hosse & Martinoli.

A. Yes.

3. Did this partnership have occasion to do certain work for Henry J. Clauss on Lot No. 1, Section 2?

A. Yes.

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4. Were you paid for the work that was done?

A. No.

5. How much is due?

A. $193.00.

6. As a result of that non-payment, did you file a mechanic's lien?

A. Yes.

7. I show you mechanic's lien recorded January 26, among the Mechanic's Lien Records, J.H.H. 9, folio 514 and ask you if this is the Mechanic' Lien that was filed?

A. Yes. (MARKED EXHIBIT 2)

8. Does that Mechanic's Lien show a true and just account of the balance due to you?

A. Yes.

Mr. Doney: Your Honor, the Mechanic's Lien shows a balance due of $193.00; counsel has agreed with the receivers to waive the claim profit of $74.15, included in that mechanic's lien, making a balance due of $118.85.

****

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

(Mr. Witz)

1. Are you a partner of the firm of William H. Buerger & Sons?

A. Yes.

2. Did your firm have occasion to do some work for Mr. Henry J. Clauss on Lot No. 1, Marie Avenue, Anne Arundel County?

A. Yes.

3. Were you paid for the work done on that property?

A. No sir.

4. As a result thereof, did you file a lien in this Court?

A. Yes.

5. You filed that lien on 3 February 1951, did you not?

A. Yes.

6. What is the balance due according to your books?

A. $100.00.

7. Did you also have occasion to do work on Lot No. 4, Marie Avenue?

A. Yes.

8. Were you paid for your work?

A. No.

9. Did you thereupon file a mechanic's lien?

A. Yes.

10. Was that lien filed on 4 February 1951?

A. Yes.

11. What is the amount due according to your books?

A. $150.00.

(Mr. Carney)

1. You are claiming interest on one from 3 February and on the other from 4 February?

(Mr. Witz)

A. No they are both the third.

****

K.H.McC. $10.00

LIBER 83 PAGE 564

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order Nisi - Eq. 10,154

John De Grange

Henry J. Clauss

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of August, 1952. The first insertion being made the 16th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Beall

Filed 25 Aug., 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DeGRANGE, et al
Vs.
HENRY J. CLAUSS, et al

Ordered, this 3rd day of July, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John [illegible]myan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of August, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sales to be $11,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
Jy-31

5214 505

LIBER 83 PAGE 565

OFFICE OF

Maryland Gazette

Published by

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 6, 1952

We hereby certify, that the annexed

Order Nisi - Eq - 10154

John DeGrange

Henry J. Clauss

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of August, 1952 The first insertion being made the 10th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Dorothy L. Bond

Filed 25 Aug. 1952.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DeGRANGE, et al
Vs.
HENRY J. CLAUSS, et al

Ordered, this 3rd day of July, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of August next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of August next.

The report states that the amount of sales to be $7,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-31

5215 506

LIBER 83 PAGE 566

FICE 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. 10,154 Equity

JOHN DeGRANGE, et al

Vs.

HENRY J. CLAUSS, et al

Ordered, this 15th day of July, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr., and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of August next: Provided, a copy of this Order be published once in each of three successive weeks in a newspaper published in Anne Arundel County, Maryland before the 25th day of August next.

The report states that the amount of sales to be $11,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3rd., Clerk.

8-14

Filed 25 Aug, 1952

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug. 19, 1952

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10154

John DeGrange - Henry J. Clauss

($11,500.00)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of August, 1952. The first insertion being made the 24th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillian L. French

No. MG 5562

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LIBER 83 PAGE 567

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * ** *

FINAL ORDER RE: LOT NO. 1 AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

The above--entitled case coming on for hearing in open court to determine the validity and amount of the lien claims for certificates, mortgages, labor and materials on property known as Lot No. 1 and part of Lot No. 2, Section 2, Marie Avenue, Anne Arundel County, Maryland, testimony having been taken, counsel for the respective parties having been heard, and the entire proceedings read and considered,

It is, this 8th day of September, 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 Receivers have received from George M. Kraft and Henrietta E. Kraft, his wife, purchasers of the aforesaid property the following sum:

Purchase price		$11,500.00
1952 water and sanitary sewer chge. paid in advance ($12.50)		5.00 ✓
		$11,505.00
Less:		
1/2 Federal and State documentary stamps ($25.30)	$12.65	
Water bill	5.00	17.65
		$11,487.35
Less:		
Recording release of mortgage and liens		9.00
		$11,478.35
Plus:		
Refund of unearned premium on insurance		37.30 ✓
Total amount received by Receivers		$11,515.65
Plus: Balance left in Bank Account G. after completion of construction of property		75.00
Total		$11,590.65

Filed 8 Sept., 1952

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

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2. That the following liens held by the following persons are hereby allowed against the within property and other properties and assets of said Receivership as follows:

(a)	Martin A. Sinsky - repairs to said property, as per Report of Sale		54.75
(b)	Belair Road Building & Loan Assn. balance due on mortgage with interest to 9/9/52		$759.00
(c)	DeGrange Lumber Co. - Mechanics' Lien for materials furnished-	3092.53	
	with interest from 12/30/50 to 9/9/52	313.89	3406.42
(d)	Hosse & Martinoli - Mechanics' Lien for labor and materials furnished-	118.85	
	with interest from 1/16/51 to 9/9/52	11.75	130.60
(e)	William H. Berger & Sons - Mechanics' Lien for labor and materials furnished -	100.00	
	with interest from 2/3/51 to 9/9/52	9.60	109.60
(f)	Frederick Wiseman, trading as Wiseman Contracting Co. - Mechanics' Lien for labor and materials furnished, apportioned as to this lot	94.55	
	with interest from 3/14/51 to 9/9/52	8.43	102.98
(g)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series G. - issued to complete construction of property	4400.00	
	with interest from 2/14/52 to 9/9/52	150.33	4550.33
(h)	Belair Road Bldg. & Loan Assn. Receivership Certificate Series H. - apportioned as to this property for water elimination system	175.00	
	with interest from 3/24/52 to 9/9/52	4.81	179.81
(i)	Belair Road Bldg. & Loan Assn. Receivership Certificate Series H. - apportioned as to this property for sidewalks	233.33	
	with interest from 3/24/52 to 9/9/52	6.42	239.75

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

3. That said Receivers shall pay the aforesaid claims as follows:

(a) Martin A. Sinsky - repairs to said property, as per Report of Sale - out of proceeds of sale of this property 54.75

(b) Belair Road Bldg. & Loan Assn. - balance due on mortgage, with interest out of proceeds of sale of this property 8759.00

(c) DeGrange Lumber Co. - Mechanics' Lien for materials furnished 3092.53
with interest from 12/30/50 to 9/9/52 313.89
3406.42
out of proceeds of sale of this property 2776.90
out of Receivers' Miscellaneous Acct. being funds from sales of other assets of this Receivership 629.52

(d) Hosse & Martinoli -- Mechanics' Lien for labor and materials furnished 118.85
with interest from 1 /16/51 to 9/9/52 11.75
out of proceeds of sales of other assets of this receivership in Receivers Miscellaneous Account 130.60

(e) William H. Berger & Sons - Mechanics' Lien for labor and materials furnished 100.00
with interest from 2/3/51 to 9/9/52 9.60
out of Receivers' Miscellaneous Acct. being funds from sales of other assets of this Receivership 109.60

(f) Frederick Wiseman, trading as Wiseman Contracting Co. - Mechanics' Lien for labor and materials furnished, apportioned as to this lot 94.55
with interest from 3/14/51 to 9/9/52 8.43
out of Receivers' Miscellaneous Account being funds from sales of other assets of this Receivership 102.98

And that the amounts due Belair Road Building and Loan Association, Incorporated on Receivership Certificates Series G. and H., with the consent of Belair Road Building and Loan Association, Incorporated and J. Calvin Carney shall be paid out of any and all other assets of said Receivership, subject to any

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

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prior liens, including funds in hand and proceeds of sale from other properties heretofore sold or hereafter to be sold herein, and if any balances shall remain unpaid upon said Certificates, then the same shall be paid by said J. Calvin Carney, and upon payment of said sums by J. Calvin Carney, said Belair Road Building and Loan Association, Incorporated shall execute Assignments of said claims under said Receivership Certificates to said J. Calvin Carney, and said J. Calvin Carney is hereby declared to have a general creditor's claim in these proceedings for any sums so paid by him, without the necessity of any further claims herein except the filing herein of evidence of payment of such Certificates and Assignment thereof to him by said Belair Road Building and Loan Association, Incorporated. Said property shall be conveyed to said purchasers free and clear of any and all liens and claims of every character.

Benjamin Michaelson
Judge

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

5/11

LIBER 83 PAGE 571

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 5, 1952

We hereby certify, that the annexed

Order Nisi - Sale - $11,000

Equity Number - 10,154

DeGrange - Clauss

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of September, 1952 The first insertion being made the 21st day of August, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 16 Sept. 1952

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DeGRANGE, et al
Vs.
HENRY J. CLAUSS, et al

Ordered, this 15th day of August, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John Demyan, Jr. and J. Calvin Carney, Receivers, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of September next.

The report states that the amount of sales to be $11,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

8-11

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * * * * * * *

PETITION RE: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That by Contract of Sale dated June 26, 1952, the Receivers herein sold unto Thomas Cleaver and Rosalie Cleaver, his wife the property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, for the sum of Eleven Thousand Dollars ($11,000.00) in fee, which sale was duly reported to, and finally ratified and confirmed by this Court, pursuant to Order dated August 15, 1952, subject to the issuance and final ratification of Order Nisi, which has been duly issued, and is now running on said sale, and will expire on September 22, 1952.

2. That in accordance with the terms of said Contract and said Order of Court, said property was sold by said Receivers free and clear of all liens and claims filed against the property.

3. That your Receivers borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series A. dated July 30, 1951 the sum of Seven thousand one hundred two Dollars and Five Cents ($7,102.05) to provide sufficient money to complete the construction of this property; that since the borrowing of the original sum of Seven thousand

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one hundred two Dollars and five Cents ($7,102.05) on Receivership Certificate as aforesaid, your Receivers have made a collection of a Second Mortgage included among the assets of the Receivership, and have applied the sum of Four thousand four hundred thirty-one Dollars and Sixty-eight Cents ($4,431.68) thereout on account of said Receivership Certificate, with interest to January 31, 1952, so that there is now due on said Certificate the sum of Two thousand six hundred seventy Dollars and thirty-seven Cents ($2,670.37), with interest from January 31, 1952; that your Receivers also borrowed from Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series H. dated March 24,1952, the sum of One thousand three hundred twenty Dollars ($1320.00) of which One hundred seventy-five Dollars ($175.00) was used to install sump pump and water elimination system in property, and the sum of Two hundred thirty-three Dollars and thirty-three Cents ($233.33) was used to lay sidewalks and curbing in front of this property.

4. That the following persons have claims against said property known as easternmost thirty-nine feet of Lot No. 2, and westernmost thirty-seven and one-half feet of Lot No. 3, Section 2, Marie Avenue:

(a) Belair Road Bldg. & Loan Assn.Inc. balance due on mortgage (approx.) $8600.00

(b) Mechanics' Lien of DeGrange Lumber Co. for materials furnished 1096.23

(c) Mechanics' Lien of Frederick Wiseman, trading as Wiseman Comtracting Co. - for labor and materials furnished apportioned as to this property 94.55

5. That in addition, in accordance with the aforesaid Contract and Report of Sale, your Receivers were obliged to do certain work on said property; that Martin A. Sinsky, Builder submitted estimate for said work and is now in the process of completing the same, which work is to be done for the sum of Thirty-eight Dollars ($38.00).

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6. That your Receivers are advised that it will be necessary for this Court to determine the validity and amounts of the aforesaid liens and claims, and provision for payment thereof made.

WHEREFORE, your Petitioners pray that this matter may be set for hearing in open Court.

AND, as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Petitioners-Receivers as Aforesaid.

Charles G. Page

Counsel for Petitioners-Receivers.

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * * *

ORDER

Upon the aforegoing Petition, it is, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 16th day of September, 1952,

ORDERED, that the validity and the amounts of the following claims and liens of the following persons:

Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate Series A issued to complete construction of property known as easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue - originally	$7102.05	
paid on account	4431.68	
balance due with int. from 1/31/52		$2,670.37
Belair Rd. Bldg. & Loan Assn., Inc. Receivership Certificate Series H. apportioned as to this property for installation of sump pump, water elimination, etc. with interest from 3/24/52		175.00
apportioned as to this property for laying of sidewalks and curbing in front thereof with interest from 3/24/52		233.33
Belair Rd. Bldg. & Loan Assn., Inc. balance due on mortgage - approx.		8,600.00
DeGrange Lumber Company - Mechanics' Lien for materials furnished with interest from 12/30/50		1,096.23
Frederick Wiseman, trading as Wiseman Contracting Co. - Mechanics' Lien for labof and materials furnished - apportioned as to this property with interest on apportionment from 3/14/51		94.55
Martin A. Sinsky - work on said property, as per Contract and Report of sale		38.00

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filed against property known as easternmost thirty-nine feet of Lot No. 2 and westernmost thirty-seven and one-half feet of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, be and the same are hereby set for hearing in open Court on September 24, 1952, at 2 o'clock p. m.

IT IS FURTHER ORDERED, That a copy of this Petition and Order be mailed to counsel for the aforesaid claimants.

Benjamin Michaelson
Judge.

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LIBER 83 PAGE 577

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, folio 199
	*	Case No. 10154

* * * * * * * * * * *

FINAL ORDER RE: UNIMPROVED LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY.

Filed 22 Sept, 1952.

The above-entitled case coming on for hearing in open court to determine the validity and amount of lien claims for mortgages and certificates on property known as Lot No. 5067, Block 1010, Plat 50 of Glen Burnie, said Plat being recorded in Plat Cabinet 1, Rod R, Plat 17, of the Land Records of Anne Arundel County, being unimproved lot on west side of Governor Ritchie Highway, approximately opposite Marie Avenue, testimony having been taken, counsel for the respective parties having been heard and the entire proceedings read and considered;

It is, this 22d day of September, 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 Receivers have received from Leonard B. Mc Laughlin, purchaser of the aforesaid property, the following sum:

Purchase Price		$7750.00
Refund - 1952 taxes paid in advance - 3 mon. 14 da.		22.18
		$7772.18
Less:		
Anne Arundel Co. Water & Sewer service charges - 8 mon. 16 da.	$ 6.04	
1/2 State & Federal documentary stamps (17.60)	8.80	
Commission - Moore & Bennett, as per Report of Sale	387.50	
Recording Release	2.00	
		404.34
Total amount received by Receivers		$7367.84

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2. That the following liens held by the following persons are hereby allowed against the within property and other properties and assets of said Receivership as follows:

(a) Belair Road Bldg. & Loan Assn.
balance due on mortgage
with interest to 9/16/52
full release thereof $1539.38

(b) Belair Road Bldg. & Loan Assn.
Receivership Certificate Series
G - 4400.00
with interest from 2/14/52
to 9/16/52 155.46
4555.46

(c) Belair Road Bldg. & Loan Assn.
Receivership Certificate Series
H - apportioned as to Lot 1 &
Part of Lot 2, Sect. 2, Marie
Ave. for water elimination system
175.00
with interest from 3/24/52
to 9/16/52 5.01
180.01

(d) Belair Road Bldg. & Loan Assn.
Receivership Certificate Series
H - apportioned as to Lot 1 &
Part of Lot 2, Sect. 2, Marie
Avenue for sidewalks 233.33
with interest from 3/24/52
to 9/16/52 6.69
240.02

(e) Belair Road Bldg. & Loan Assn.
Receivership Certificate Series
C - 8000.00
paid on account 1/31/52 4405.03
bal. due with int. fr. 1/31/52 3594.97
to 9/16/52 135.41
3730.38

3. That said Receivers shall pay the aforesaid claims out of said funds as follows:

(a) Belair Road Bldg. & Loan Assn.
balance due on mortgage
with interest to 9/16/52 1539.38

(b) Belair Road Bldg. & Loan Assn.
Receivership Certificate Series
G - 4400.00
with interest from 2/14/52
to 9/16/52 155.46
4555.46

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(c) Belair Road Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to Lot 1 & Part of Lot 2, Sect. 2, Marie Ave. for water elimination system 175.00

with interest from 3/24/52 to 9/16/52 5.01

180.01

(d) Belair Road Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to Lot 1 & Part of Lot 2, Sect. 2, Marie Ave. for sidewalks 233.33

with interest from 3/24/52 to 9/16/52 6.69

240.02

(e) Belair Road Bldg. & Loan Assn. Receivership Certificate Series C -

	8000.00		
pd. on acct. 1/31/52	4405.03		
balance	3594.97		
int. from 1/31/52		135.41	
balance on acct. of principal	717.56	717.56	852.97
balance due on principal	2877.41		

with int. from 9/16/52

Benjamin Harrison
Judge

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LIBER 83 PAGE 580

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * *

FINAL ORDER RE: LOT NO. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

Filed 30 Sept., 1952.

The above-entitled case coming on for hearing in open court to determine the validity and amount of the lien claims for certificates, mortgages, labor and materials on property known as Lot No. 4, and part of Lot No. 3, Section 2, Marie Avenue and part of Lot No. 1, Section 1, Marie Avenue, Anne Arundel County, Maryland, testimony having been taken, counsel for the respective parties having been heard, and the entire proceedings read and considered,

It is, this 30th day of September, 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 Receivers have received from Henry A. Mack and Anita V. Mack, his wife, purchasers of the aforesaid property the following sum:

Purchase price		$11,500.00
1952 water and sewer benefit & sewer service charge paid in advance ($18.75)		5.26
		$11,505.26
Less: 1/2 Federal and State documentary stamps ($25.30)	12.65	12.65
		$11,492.61
Less: Recording Release of Mortgages and Releases of Liens		4.00
		$11,488.61
Plus: Refund of unearned premium on insurance		34.65
		$11,523.26
Plus: Balance left in Account C after completion of construction of property		103.00
Total amount in hands of Receivers		$11,626.26

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2. That the following liens held by the following persons are hereby allowed against the within property and other properties and assets of said Receivership as follows:

(a)	John H. Hopkins, IV, - premium on Receivers' bond and corporate bond against Mechanics' Liens		530.00
(b)	Belair Rd. Bldg. & Loan Assn. balance due on mortgage with interest to 9/30/52		8562.55
(c)	DeGrange Lumber Co. - Mechanics' Lien for materials furnished - with interest from 12/30/50 to 9/30/52	1414.37 148.51	1562.88
(d)	Mechanics' Lien - William H. Berger & Sons - for labor and materials furnished with interest from 2/3/51 to 9/30/52	150.00 14.93	164.93
(e)	Frederick Wiseman, trading as Wiseman Contracting Co. - Mechanics' Lien for labor and materials furnished, apportioned as to this property with interest from 3/14/51 to 9/30/52	94.55 8.74	103.29
(f)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series C - issued to complete property pd. on acct. 1/31/52 pd. on acct. 9/16/52 balance due on principal with interest from 9/16/52 to 9/30/52	8000.00 4405.03 3594.97 717.56 2877.41 6.71	2884.12
(g)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to this property for water elimination system with interest from 3/24/52 to 9/30/52	127.00 3.94	130.94
(h)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to this property for sidewalks with interest from 3/24/52 to 9/30/52	233.33 7.25	240.58

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3. That said Receivers shall pay the aforesaid claims as follows:

(a)	John H. Hopkins, IV, - premium on Receivers' bond and corporate bond against Mechanics' Liens		530.00
(b)	Belair Rd. Bldg. & Loan Assn. balance due on mortgage with interest to 9/30/52		8562.55
(c)	DeGrange Lumber Co. - Mechanics' Lien for materials furnished -	1414.37	
	with interest from 12/30/50 to 9/30/52	148.51	1562.88
(d)	Mechanics' Lien - William H. Berger & Sons - for labor and materials furnished	150.00	
	with interest from 2/3/51 to 9/30/52	14.93	164.93
(e)	Frederick Wiseman, trading as Wiseman Contracting Co. - Mechanics' Lien for labor and materials furnished, apportioned as to this property	94.55	
	with interest from 3/14/51 to 9/30/52	8.74	103.29
(f)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to this property for water elimination system	127.00	
	with interest from 3/24/52 to 9/30/52	3.94	130.94
(g)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series H - apportioned as to this property for sidewalks	233.33	
	with interest from 3/24/52 to 9/30/52	7.25	240.58
(h)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series C - issued to complete property	8000.00	
	pd. on acct. 1/31/52	4405.03	
	balance	3594.97	
	pd. on acct. 9/16/52	717.56	
	balance	2877.41	
	int. from 9/16/52 to 9/30/52	6.71	
	pd. on acct. principal	324.38	324.38	331.09
	balance due on prin. with int. from 9/30/52	2553.03	

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and that the balance due Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series C, with the consent of Belair Road Building and Loan Association, Incorporated and J. Calvin Carney shall be paid out of any and all other assets of said Receivership, subject to any prior liens, including funds in hand and proceeds of sale from other properties heretofore sold or hereafter to be sold herein, and if any balances shall remain unpaid upon said Certificate, then the same shall be paid by said J. Calvin Carney, and upon payment of said sums by J. Calvin Carney, said Belair Road Building and Loan Association, Incorporated shall execute Assignment of said claim under said Receivership Certificate to said J. Calvin Carney, and said J. Calvin Carney is hereby declared to have a general creditor's claim in these proceedings for any sums so paid by him, without the necessity of any further claims herein except the filing herein of evidence of payment of such Certificate and Assignment thereof to him by said Belair Road Building and Loan Association, Incorporated. Said property shall be conveyed to said purchasers free and clear of any and all liens and claims of every character.

Benjamin Michaelson
Judge

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LIBER 83 PAGE 584

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * * * * * *

RE: UNIMPROVED LOTS 30, 31 and 32, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, as per Order of Court as to the above property dated July 16, 1952, the sum of Six hundred twenty-five Dollars and thirty-four Cents ($625.34), being payment in full, including interest, of the following:

(a) Assessment of the State of Maryland - Maryland Employment Security Board against Henry J. Clauss dated November 29, 1950, and recorded in the Circuit Court for Anne Arundel County, No. 2602 Law Docket, J.H.H. No. 3, folio 372, in the sum of Three hundred fifty-four Dollars and eighty-seven Cents ($354.87);

(b) Assessment of the State of Maryland - Maryland Employment Security Board against Henry J. Clauss dated March 6, 1951, and recorded in the Circuit Court for Anne Arundel County, No. 2737 Law Docket, J.H.H. No. 3, folio 440, in the sum of Two hundred eighteen Dollars and sixteen Cents ($218.16);

and also the sum of Seven Dollars and fifty Cents ($7.50), being court costs advanced re: filing of said Assessments, in consideration of which payments said State of Maryland Employment Security Board hereby declares its claim or claims filed in this Receivership proceeding to be paid in full, and has also executed Orders of Satisfaction of the aforesaid Assessments to be filed in the respective cases above mentioned.

Dated: September 8, 1952.

Carl F. Gail
Maryland Employment Security Board

Filed 30 Sept., 1952.

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LIBER 83 PAGE 585

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY

In Equity
No. 14, Folio 199
Case No. 10154

* * * * * * * * *

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

In consideration of the payment of the sum of One hundred two Dollars and ninety-eight Cents ($102.98), to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt whereof is hereby acknowledged, which sum represents apportionment of the hereinafter mentioned Mechanics' Lien and interest on such apportionment, as to property known as Lot No. 1, and part of Lot 2, Section 2, Marie Avenue, said payment being in accordance with Order of Court in the within case dated September 8, 1952, as to this property, the undersigned hereby releases Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot 1, and part of Lot 2, Section 2, Marie Avenue dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00), to the extent of the aforementioned apportionment.

Dated: September 17 1952.

Samuel Schenker
Samuel Schenker
Attorney for Lien Claimant

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as Wiseman Contracting Company
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 17th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick Wiseman, trading as Wiseman Contracting Company, and acknowledged the aforegoing Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Patricia A. Gierson
PATRICIA E. GIERSON
Notary Public

Filed 30 Sept, 1952.

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LIBER 83 PAGE 586

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * * * *

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of One hundred two Dollars and ninety-eight Cents ($102.98), representing payment in full of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 1, and part of Lot No. 2, Section 2, Marie Avenue, as apportioned against this property, including interest on such apportionment, said Mechanics' Lien being dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00); payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952.

Dated: September 17 1952.

WITNESS:

Patricia F. Grierson
PATRICIA F. GRIERSON

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Contracting Company

Filed 30 Sept, 1952

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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LIBER 83 PAGE 587

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * *

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

In consideration of the payment of the sum of Three thousand four hundred six Dollars and forty-two Cents ($3406.42) which sum includes interest on the lien hereinafter mentioned, to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt of which payment is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property, dated September 8, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No. 1 and part of Lot No. 2, Section 2, Marie Avenue, referred to herein, said Lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 333, in the original sum of Three thousand ninety-two Dollars and fifty-three Cents ($3,092.53).

Dated: September 11th 1952.

John Demyan, Jr.
Glenburnie, Maryland
Attorney for Lien Claimant

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 11th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co. and acknowledged the aforegoing Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman
Notary Public Amelia H. Tubman

Filed 30 Sept, 1952

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

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LIBER 83 PAGE 588

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199
	*	Case No. 10154

* * * * * * * * *

RE: LOT NO. 1 AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Three thousand four hundred six Dollars and forty-two Cents ($3406.42), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 1 and part of Lot No. 2, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 333, in the original sum of Three thousand ninety-two Dollars and fifty-three Cents ($3,092.53), payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952.

Dated: September 11th, 1952.

WITNESS:

Amelia H. Tubman
Amelia H. Tubman

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

Filed 30 Sept, 1952

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

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LIBER 83 PAGE 589

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

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

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

Filed 30 Sept, 1952.

In consideration of the payment of the sum of One hundred nine Dollars and sixty Cents ($109.60) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt whereof is hereby acknowledged, which sum includes interest on the lien hereinafter mentioned, and said payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No. 1, and part of Lot No. 2, Section 2, Marie Avenue, referred to herein, said Lien being dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 524, in the original sum of One hundred Dollars ($100.00).

Dated: September 22nd 1952.

William H. Berger & Sons

Herbert E. Witz
Attorney for Lien Claimant -

By Elmer Berger (SEAL)
Elmer Berger
Lien Claimant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 22nd day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer Berger, one of the partners of William H. Berger & Sons, and acknowledged the aforegoing Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Herbert E. Witz
Notary Public

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

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LIBER 83 PAGE 590

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * *

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of One hundred nine Dollars and sixty Cents ($109.60), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot No. 1, and part of Lot No. 2, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 524, in the original sum of One hundred Dollars ($100.00), payment being in accordance with Order of this Court, in the within case, as to this property, dated September 8, 1952.

Dated: September 22nd 1952.

WITNESS:

Herbert E. Witz

WILLIAM H. BERGER & SONS.

By Elmer W Berger (SEAL)

Elmer Berger

Filed 30 Sept., 1952.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * * * * *

RE: LOT NO. 1 AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

In consideration of the payment of the sum of One Hundred thirty Dollars and sixty cents ($130.60) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt whereof is hereby acknowledged, which sum includes interest on the lien hereinafter mentioned, and said payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot No. 1 and part of Lot No. 2, Section 2, Marie Avenue, referred to herein, said Lien being dated January 26, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 514, in the original sum of One hundred ninety-three Dollars ($193.00).

Dated: September 15, 1952.

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

Jack C. Doney

Jack C. Doney
Attorney for Lien Claimant

By Albert J. Martinoli (SEAL)
Albert J. Martinoli
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 15th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared ALBERT MARTINOLI, one of the partners of Hosse & Martinoli, and acknowledged the aforegoing Release to be his act.

AS WITNESS my Hand and Notarial Seal.

Jack C. Doney
Notary Public

Filed 30 Sept, 1952.

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

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JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14, Folio 199 Case No. 10154

* * * * * * * * * * *

RE: LOT NO. 1 AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of One hundred thirty Dollars and Sixty cents ($130.60), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot 1 and part of Lot No. 2, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 514, in the original sum of One hundred ninety-three Dollars ($193.00), payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952.

Dated: September 15, 1952.

WITNESS:

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

Jack C. Dorney

By Albert J. Martinoli (SEAL)
Albert J. Martinoli

Filed 30 Sept, 1952

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

5/33

LIBER 83 PAGE 593

JOHN DeGRANGE et al ** IN THE
CIRCUIT COURT
vs. ** FOR
ANNE ARUNDEL COUNTY
HENRY J. CLAUSS ** In Equity
Case No. 10154

* * * ** * * *

RE: LOT 1, AND PART OF LOT 2, SECTION 2, MARIE AVENUE.

In consideration of the payment of the sum of Eight thousand seven hundred fifty-nine Dollars ($8,759.00) receipt whereof is hereby acknowledged, being balance due, including interest, on Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated September 27, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 591, folio 500, covering property known as Lot 1, Section 2, Marie Avenue, payment of said sum being made to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, in accordance with Order of this Court dated September 8, 1952, as to this property, the undersigned has executed and delivered to said Receivers a full and complete Release in discharge of the aforesaid mortgage.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED.

Herbert F. Engelhardt

By J. David Lassahn
J. David Lassahn, President.

Filed 30 Sept, 1952

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

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LIBER 83 PAGE 594

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
HENRY J. CLAUSS	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

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

RE: LOT NO. 1, AND PART OF LOT NO. 2, SECTION 2, MARIE AVENUE.

Filed 30 Sept, 1952

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Eight thousand seven hundred fifty-nine Dollars ($8759.00) representing balance due, including interest, on Mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated September 27, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 591, folio 500, covering property known as Lot No. 1, Section 2, Marie Avenue, in the original sum of Eight thousand Dollars ($8000.00), in accordance with Order of this Court in the within case, as to this property, dated September 8, 1952.

Dated: September 16 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert F. Engelhardt

Herbert F. Engelhardt

By J. David Lassahn

J. David Lassahn, President

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

5'35'

LIBER 83 PAGE 595

JOHN DEGRANGE et al	:	IN THE
vs.	:	CIRCUIT COURT
HENRY J. CLAUSS	:	FOR ANNE ARUNDEL COUNTY
	:	In Equity No. 14 - folio 199
	:	No. 10154

-----ooo:ooo-----

PETITION OF RECEIVERS

RE: PROPERTY OF JOHN MEYERS AND CATHERINE D. MEYERS, HIS WIFE
LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully represents:

1. That your Petitioners were duly appointed Receivers for the Estate of Henry J. Clauss by decree of this honorable Court dated January 22, 1951, as confirmed by decree dated May 11, 1951 and duly qualified by filing approved bond and have been conducting the affairs of said Receivership.

2. As alleged in the Bill of Complaint, Defendant Clauss was, prior to the appointment of Receivers, engaged in the construction business. He absconded from the state, leaving incomplete a large amount of construction work including construction on lots subject to mortgage which are more fully described in Paragraph 3 of the Bill of Complaint filed in these proceedings. Your Petitioners have made a careful examination of said property and have the following to report with respect to property of John Meyers and Catherine D. Meyers, his wife, Lot 6, Section F, Meadow Road, Anne Arundel County, Maryland, described in the mortgage from John Meyers and Catherine D. Meyers, his wife to Belair Road Building and Loan Association, Incorporated dated July 28, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 333, being the lot of ground described more particularly in Paragraph 3 of said Bill of Complaint as Account No. 3400.

Filed 4 Oct, 1952.

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

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3. That said lot is subject to said Mortgage from John Meyers and Catherine D. Meyers, his wife, to said Belair Road Building and Loan Association, Incorporated in the sum of $8000.00.

4. That your Petitioners attach hereto, marked "Petitioners' Exhibit No. 1", a photostatic copy of a contract which they are informed the said John Meyers and Catherine D. Meyers, his wife entered into with the said Clauss for the construction of a dwelling on said lot of ground for the price of $12,600.00, upon which there is due, according to the contention of your Petitioners, a balance at this time of the following sum:

Contract price		$12,600.00
1950-		
July 20 - paid on account	$1245.36	
July 21 - paid on account	200.00	
Aug. 3 - paid on account	200.00	
Aug. 20 - paid on account	450.00	
Aug. 20 - paid on account	275.00	
- paid on account	8000.00	
Aug. 7 - paid on account	279.64	
Total		$10,600.00
Balance due		$ 2,000.00

At the time of the execution of the aforesaid mortgage the said John Meyers and Catherine D. Meyers, his wife and the said Clauss entered into a construction trust agreement providing for the distribution of funds derived from said mortgage upon presentation of evidence that the construction had progressed to stages of completion more fully described in said trust agreement and upon presentation of evidence that all materialmen's bills had been currently paid with regard to the construction. Your Petitioners were informed that there was substantial work remaining to be done under the aforesaid contract and thereupon, in order to complete their information, requested a report from Mr. Elton Elmore, who had served as foreman for said Henry J. Clauss; and as a result of information submitted by him and other examinations and inspections by your Petitioners, they have determined that the following work remains to be done:

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

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Cementing around foundation of house
Completing stucco around gables, porch and windows
Completing electric on front porch
Completing front steps
Completing bridging
Installing gutter and rain spouts
Adding dog ears to complete outside trim
Installing front porch rails and rear porch rails
Installing mantle piece top and tile in hearth
Completing shingling on back porch
Pointing up plaster interior of house

5. Your Petitioners have requested Martin A. Sinsky, general contractor, engaged in construction work and who is, in their opinion properly qualified to submit bids for the completion of the construction work as required by said contract and have received bid as follows:

Martin A. Sinsky	$680.00

6. That said John Meyers and Catherine D. Meyers, his wife, contend that said Clauss is indebted to them for the following work which was required to be done under said contract and which was either done improperly or not done at all at the following cost:

Tile bathroom	$285.00
Correct plumbing - leak in bathroom caused considerable damage	168.00
Repair two leaks in roof	22.50
Total	$475.50

That said John Meyers and Catherine D. Meyers, his wife, further contend that they are entitled to set off against the said alleged balance of $2000.00 due by them to said Receivers, the following additional payments made by them on account of said contract price and to which they have not received credit:

W. H. Erbe	$339.00
Clayton Palmer	105.00
Henry J. Clauss	200.00
Total	$644.00

Said John Meyers and Catherine D. Meyers, his wife, further contend that there is due to said John Meyers, the following amount for the following work which they contend said John Meyers personally performed on said property for which they claim or seek a set off claim against said balance of $2000.00, viz.:

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

5'38

Putting on all Rock Lathe	$60.00
Laying kitchen floor	18.00
Laying bathroom floor	10.00
Cementing in Lally columns	12.50
Two Day's helping on Floor Joists	20.00
Hauling cement lintels from Marie Ave.	4.00
Filling Front Porch	20.00
Nailing sub-floor	10.00
Working with Carpenters and Bricklayers 31 days	310.00
Total	$464.50

Recapitulating, the claim of said John Meyers and Catherine D. Meyers, his wife, is as follows:

Estimate of Martin A. Sinsky	$680.00	
Items contended to be omitted from Sinsky estimate	475.50	
Alleged payments on account of contract	644.00	
Claim for alleged work done	464.50	
Total		$2264.00
Balance due on contract		2000.00
Net balance contended by John Meyers and Catherine D. Meyers, his wife to be due them		$ 264.00

7. That your receivers have carefully investigated said claim and are of the opinion that the claim of said John Meyers and Catherine D. Meyers, his wife, should not be recognized, except in minor particulars and have resisted the allowance of said counter-claim; that your Petitioners and their counsel have negotiated with said John Meyers and Catherine D. Meyers, his wife and their counsel for over a year in an effort to settle said matter.

8. In addition to the above, the following mechanic's liens have been filed against said property by the following persons arising out of said contract for said construction in the following amount:

DeGrange Lumber Company plus interest	$2764.52
Hosse & Martinoli plus interest	254.00
Talbott Concrete Co. Plus interest	297.03

9. As is stated in the Bill of Complaint in this case, Henry John Clauss, Defendant has absconded and as is apparent from the above facts, he has failed not only to perform his construction contract but has also defrauded the mortgagee upon said mortgagee

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

5'39

by obtaining payments substantially larger than the amount to which he was entitled under the construction trust agreement. That said Clauss obtained the entire balance deposited under said construction trust. In addition it is claimed by DeGrange Lumber Company that their alleged lien is entitled to priority over the mortgage on the grounds that the construction work was started before the mortgage was recorded. It is thus apparent, that unless the contract is completed, larger claims will result against the estate with a consequent damage to the general estate and all general creditors.

10. That as a result of negotiations conducted as aforesaid by your Petitioners and their counsel and said John Meyers and Catherine D. Meyers, his wife and their counsel with respect to the entire subject matter, the said John Meyers and Catherine D. Meyers, his wife have offered to release all claims arising by reason of the failure of the said Clauss to complete the construction of said dwelling in accordance with said contract, have agreed to pay unto your Petitioners, the Receivers, the sum of $985.00 cash, and to assume and pay said mortgage from said John Meyers and Catherine D. Meyers, his wife, to said Belair Road Building and Loan Association on said property, upon securing a release of, or waiver of said liens of said DeGrange amounting to $2764.52, of Hosse & Martinoli amounting to $254.00 and of Talbott amounting to $297.03 as to said property of said John Meyers and Catherine D. Meyers, his wife so that said John Meyers and Catherine D. Meyers, his wife may hold said property free and clear of all liens but subject to said mortgage of Belair Road Building and Loan Association, Incorporated on said property.

11. That subject to the approval of this Court, your Petitioners as Receivers have entered into contract attached hereto as part hereof. Your Petitioners believe that it is to the best interest of the Receivership estate that said construction contract be completed and/or that your Receivers effect a settle-

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

5'40

ment of such controversy in the manner and upon the terms set forth in the attached contract.

TO THE END THEREFORE:

1. That this Honorable Court authorize your Petitioners to enter into the attached contract and to complete the same.

AND as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

J. Calvin Carney
Receivers

Charles G. Page
Counsel for said Receivers

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

I HEREBY CERTIFY, that on this 2nd day of October, 1952, before me the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne Arundel~~ BALTIMORE County aforesaid, personally appeared JOHN DEMYAN, JR. 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, information and belief.

AS WITNESS my hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, MD.

Phyllis J. Smith
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE: to wit:-

I HEREBY CERTIFY, that on this 2nd day of October, 1952, before me the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ COUNTY of Baltimore ~~aforesaid~~ personally appeared J. CALVIN CARNEY, 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, information and belief.

AS WITNESS my hand and Notarial Seal.

PHYLLIS J. SMITH NOTARY PUBLIC BALTIMORE, CO. MD.

Phyllis J. Smith
Notary Public

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

5'41

LIBER 83 PAGE 601

GLEN BURNIE 189

HENRY CLAUSS

CONTRACTOR AND BUILDER

GLEN BURNIE, MD.

BUILDING CONTRACT

AGREEMENT made this [illegible] day of July [illegible], 1950

by and between Henry J. Clauss of Glen Burnie

CONTRACTOR, and [illegible], OWNER.

WITNESSETH:

1. THAT the CONTRACTOR, in consideration of the payments to be made by the OWNER, hereby agrees to furnish all the materials and labor for [illegible] to be erected on [illegible] in City of [illegible] State of [illegible] according to plans and specifications hereto attached, in a good, substantial and workmanlike manner. All materials shall be subject to the inspection of the owner at all times and the CONTRACTOR upon notice shall remove and replace all defective and unfit material and work, whether complete or not at his own expense. Changes from original plans and specifications shall be agreed upon in writing by the parties hereto with the price to be paid therefor before work is begun on such changes. Unless so agreed upon, such changes will be made at the expense of the CONTRACTOR.

2. THE OWNER shall pay the CONTRACTOR for said [illegible] building complete according to plans and specifications the sum of [illegible] as follows:

$ —— when basement walls are complete.

$ —— when building is sheathed and roof complete.

$ —— when carpenter work outside with rough heating and plumbing is complete and building plastered.

$ [illegible] when building is complete according to plans and specifications

The CONTRACTOR shall furnish the OWNER waivers of lien in writing as required from time to time. The CONTRACTOR shall also carry workman's compensation insurance as may be required by law.

3. THE CONTRACTOR shall complete said —— building as herein required on or before [illegible] 1951 and if he shall fail to do so, he shall pay the OWNER by way of liquidated damages the sum of [illegible] per day for each day the work remains incomplete, unless the cause of delay is beyond the CONTRACTOR'S control in which case the time for completion shall be extended the actual time of such delay.

4. IT IS HEREBY AGREED that any matter arising hereunder, which cannot be mutually agreed to between the CONTRACTOR and OWNER shall be settled by reference to two indifferent persons, one to be named by each of the parties hereto, with power to such persons to appoint an umpire in case of their disagreement; and the award of said two persons, or umpire, shall be final and conclusive.

5. THE CONTRACTOR and OWNER for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants herein contained

IN WITNESS WHEREOF, they have executed this agreement the day and year first above written.

Henry J. Clauss, Contractor.

[illegible], Owner.

Filed 4 Oct, 1950

5442

Claton Phulmer 450.00 Labor Bl. to cellar Fire Place
Cellar Way according to Plans and specifications

John Myers 275.00 ~~[illegible]~~ and Paint

J. Calvin Carney 8000.00 from Balance Road
Building and Loan association Inc.

July 20	Rec from John D Myers	1245.36
July 21	Rec from John D Myers	200.00
August 3	Rec from John D Myers	200.00
August 20	John ~~Myers~~ Claton Phulmer Paid for Labor	450.00
" 20	John Myers to John Myers for Paint	275.00
July 28	J Calvin Carney Paid Henry Clauss	8000.00
August 7	Rec from John D Myers	229.64
		10600.00

Paid to August 7 1950 Henry J Clauss

Balance August 7 1950 2000.00

Balance When G. I Loan Is Complete

Henry J Clauss

543

AGREEMENT by and between JOHN DEMYAN, JR. and J. CALVIN CARNEY, Receivers of the property of Henry J. Clauss, under appointment by the Circuit Court for Anne Arundel County, in Equity, Case No. 10154 entitled "John DeGrange et al vs. Henry J. Clauss", parties of the first part; JOHN MEYERS and CATHERINE D. MEYERS, his wife, parties of the second part; BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED, a Maryland Corporation, party of the third part; F. WARD DeGRANGE, surviving partner of John De Grange and F. Ward DeGrange, Co-partners trading as DeGrange Lumber Company, party of the fourth part; ERNEST HOSSE, JR. and ALBERT MARTINOLI, Co-partners, trading as HOSSE, & MARTINOLI, parties of the fifth part; TALBOTT CONCRETE COMPANY, party of the sixth part, and J. CALVIN CARNEY, Individually, party of the seventh part.

Filed 4 Oct., 1952.

WHEREAS, said John Meyers and Catherine D. Meyers, his wife, (hereinafter sometimes referred to as Meyers) are the owners in fee simple of property known as Lot No. 6, Section F, Meadow Road, Anne Arundel County, Maryland, fully and particularly described in a Deed from Riviera Beach Development Company to said Meyers dated July 28, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 331. The said Meyers entered into a contract with said Henry J. Clauss (hereinafter sometimes referred to as Clauss) to erect a building upon said lot for a total sum of $12,600.00, upon which there would be due a balance by Meyers to said Clauss upon completion of the construction as follows:

Contract price	$12,600.00
Sundry payments made on account	10,600.00
Balance due	$ 2,000.00

Therefore, in order to enable said Clauss to perform said contract, Clauss procured a loan of $8,000.00 from Belair Road Building and Loan Association, Incorporated (hereinafter sometimes referred to as Belair) and as security therefor, Meyers executed a Mortgage dated July 28, 1950, in the sum of $8,000.00

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

to Belair recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 333, upon said property, the proceeds of which were thereupon deposited under a Construction Trust Agreement with J. Calvin Carney (hereinafter sometimes referred to as Carney), Trustee for the purpose of making distribution of the same amount to Clauss as the construction progressed. Copies of said Mortgage and Trust Agreement are attached as exhibits to the original bill of complaint in these proceedings. Prior to the institution of these proceedings Clauss disappeared, leaving the construction work under the said contract unperformed as follows, according to the contentions of said Receivers:

Cementing around foundation of house
Completing stucco around gables, porch and windows
Completing electric on front porch
Completing front steps
Completing bridging
Installing gutter and rain spouts.
Adding dog ears to complete outside trim
Installing front porch rails and rear porch rails
Installing mantle piece top and tile in hearth
Completing shingling on back porch
Pointing up plaster interior of house

That said John Meyers and Catherine D. Meyers, his wife, contend that said Clauss is indebted to them for the following work which was required to be done under said contract and which was either done improperly or not done at all at the following cost:

Tile bathroom	$285.00
Correct plumbing - leak in bathroom caused considerable damage	168.00
Repair two leaks in roof	22.50
Total	$475.50

That said John Meyers and Catherine D. Meyers, his wife, further contend that they are entitled to set off against the said alleged balance of $2000.00 due by them to said Receivers, the following additional payments made by them on account of said contract price and to which they have not received credit:

W. H. Erbe	$339.00
Clayton Palmer	105.00
Henry J. Clauss	200.00
Total	$644.00

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Said John Meyers and Catherine D. Meyers, his wife, further contend that there is due to said John Meyers, the following amount for the following work which they contend said John Meyers personally performed on said property for which they claim or seek a set off claim against said balance of $2000.00, viz.:

Putting on all Rock Lathe	$60.00
Laying kitchen floor	18.00
Laying bathroom floor	10.00
Cementing in Lally columns	12.50
Two Day's helping on Floor Joists	20.00
Hauling cement lintels from Marie Ave.	4.00
Filling Front Porch	20.00
Nailing sub-floor	10.00
Working with Carpenters and Bricklayers 31 days	310.00
Total	$464.50

RECAPITULATING, THE CLAIM OF SAID John Meyers and Catherine D. Meyers, his wife, is as follows:

Estimate of Martin A. Sinsky	$680.00	
Items contended to be omitted from Sinsky estimate	475.50	
Alleged payments on account of contract	644.00	
Claim for alleged work done	464.50	
Total		$2264.00
Balance due on contract		2000.00
Net balance contended by John Meyers and Catherine D. Meyers, his wife to be due them		$ 264.00

The following persons have filed claims for Mechanics' Liens against the said property in the following amounts:

DeGrange Lumber Company plus interest	$2764.52
Hosse & Martinoli plus interest	254.00
Talbott Concrete Co. plus interest	297.03

That said Clauss failed not only to perform his construction contract but also defrauded the Mortgagee upon said mortgage by obtaining payments substantially greater than the amount to which he was entitled under the construction trust agreement, as said Clauss obtained the entire balance deposited under said trust agreement. That as a result of negotiations extending over a year between your Petitioners and their counsel and said Meyers and their counsel, subject to the approval of Court, the parties hereto

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have agreed that said Meyers shall release any claim arising out of the said construction contract on said property, shall assume and pay the entire balance due on said mortgage to said Belair Road Building and Loan Association, Incorporated and shall pay to your Receivers the sum of $985.00 cash upon receiving a release of the following lien claims against said property:

DeGrange Lumber Company.	$2764.52
plus interest	
Hosse & Martinoli	254.00
plus interest	
Talbott Concrete Co.	297.03
plus interest	

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. All the parties hereto submit themselves and the property herein described to the jurisdiction of the Circuit Court of Anne Arundel County in said case.

2. DeGrange, Hosse & Martinoli and Talbott, and each of them agree to promptly file petitions in said receivership case to determine the validity and the amount of their respective claims against Clauss which are secured by Mechanic's Liens against the aforesaid property. All parties reserve the right to contest the claims of DeGrange, Hosse & Martinoli and Talbott, and each of them, for priority with respect to said Mechanic's Liens as against the Belair mortgage, it being intended that the rights of Belair, De Grange, Hosse & Martinoli and Talbott to the said proceeds available for payment of their claims as herein provided shall be hereafter determined in this proceeding.

3. Said Meyers hereby agrees that they will assume and pay in accordance with its terms, the aforesaid mortgage from John Meyers and Catherine D. Meyers to said Belair dated July 28, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 333 in the sum of $8000.00 and the unpaid balance due thereon.

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4. Said Meyers agree to pay unto said Receivers the sum of $985.00 cash.

5. Carney agrees with Meyers that upon settlement by Meyers of claim of said Receivers against them for balance due on said contract by payment of the sum of $985.00 cash and the assumption by said Meyers of said mortgage to said Belair, Carney will protect and indemnify Meyers against Mechanic's Liens established by DeGrange, Hosse & Martinoli and Talbott upon the aforesaid property, it being intended that upon making said settlement said Meyers shall hold said property free and clear of liens of DeGrange, Hosse & Martinoli and Talbott, except the aforesaid first mortgage from said Meyers to Belair which mortgage and the unpaid balance due thereon said Meyers agree to pay with interest thereon; for the said purpose, Carney agrees to purchase from DeGrange, Hosse & Martinoli and Talbott, and said DeGrange, Hosse & Martinoli and Talbott agree to sell to Carney any claims against Clauss which are established by DeGrange, Hosse & Martinoli, and Talbott, or any of them, to be liens against the said property (as provided in the preceeding paragraph) at a price equal to the amount of said liens and said Carney shall thereupon be entitled to prove said claims as a general claim in the receivership proceedings. Carney's obligations in this paragraph are expressly conditional upon payment by Meyers to the Receivers of the amount due under this agreement and the release by Meyers of any claim arising out of said constructionwork as herein provided.

6. Said Receivers shall apply the sum of $985.00 received by them from said Meyers in partial payment and extinguishment of said liens of said DeGrange, Hosse & Martinoli and Talbott, and the obligation of said Carney with respect to said liens shall only be with respect to the balance which may remain due and payable thereon as established in these proceedings.

7. In consideration of the payment and performance as

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herein provided, said Meyers hereby fully and finally releases and discharges said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers thereof and Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, as Trustee and individually of and from any, all and every claim, action and demand which said Meyers may have or might or could hereafter have against said Henry J. Clauss, John Demyan, Jr. and J. Calvin Carney, Receivers and Belair Road Building and Loan Association, Incorporated and J. Calvin Carney, As Trustee and individually, in any manner whatsoever arising out of or in any manner connected with the construction of said property located on Lot 6, Section F, Meadow Road, Anne Arundel County, Maryland and the mortgage thereon arising prior to the date of these presents.

8. And in consideration of the aforesaid payment and performance as aforesaid, said John Demyan, Jr. and J. Calvin Carney, Receivers hereby fully and finally release and discharge the said Meyers of and from any, all and every claim, action and demand which said Receivers may have, or might or could have against said Meyers in any manner whatsoever arising out of or in any manner connected with the construction of said property arising prior to the date of these presents.

9. All parties agree to execute such other instruments as the Receivers shall from time to time require to effectuate the purpose of this Agreement.

10. This Agreement is entered into subject to the approval thereof by the Circuit Court for Anne Arundel County, in Equity, in the case of John DeGrange et al vs. Henry J. Clauss, No. 10154, Unless this Agreement is approved by said Court, the same shall not be binding upon any of the parties hereto.

WITNESS the hands and seals of the parties hereto this

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2nd day of October , in the year one thousand nine hundred and fifty-two.

WITNESS:

Phyllis J. Smith

John Demyan, Jr. (SEAL)

Louis M. Strauss

J. Calvin Carney (SEAL)
Receivers

Sidney J. Horwitz

John Meyers (SEAL)

Sidney J. Horwitz

Catherine D. Meyers (SEAL)

Attest:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis J. Smith

BY: J. David Lassahn
J. David Lassahn, President

F. Ward DeGrange (SEAL)
F. Ward DeGrange
Surviving partner of John De Grange and F. Ward DeGrange, Co-partners, trading as De Grange Lumber Company

Ernest Hosse, Jr. and Albert Martinoli, Co-partners trading as Hosse & Martinoli

Jack C. Doney

BY: Albert J. Martinoli (SEAL)

TALBOTT CONCRETE COMPANY

Mildred F. Bean

BY: Wilbur J. Boehl Attorney in fact (SEAL)

Phyllis J. Smith

J. Calvin Carney (SEAL)
Individually

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O R D E R

Upon the aforegoing Petition, Exhibits and Affidavits, of the Receivers and the consents thereto appended, it is by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case, this 6th day of October, 1952,

ADJUDGED, ORDERED AND DECREED as follows:

1. That the Receivers in this proceeding are hereby authorized to enter into the contract attached to this Petition and said contract is hereby ratified and approved.

2. That said Receivers are hereby authorized to accept from said John Meyers and Catherine D. Meyers, his wife, the sum of $985.00 in full payment and satisfaction of all claims of said Receivers against said John Meyers andCatherine D. Meyers, his wife, upon performance of said John Meyers and Catherine D. Meyers, his wife of the provisions of said contract attached hereto as part hereof and hereby ratified.

Benjamin Michaelson
Judge

Filed 6 Oct, 1952.

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