LIBER 84 PAGE 1

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE LOCATED ON 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 shows:

1. That pursuant to Agreement and Order of Court dated October , 1952, with respect to property located on Lot 6, Section F, Meadow Road, Anne Arundel County, John Meyers and Catherine D. Meyers, his wife agreed to assume and pay mortgage on said property 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; that said Agreement also provided for the payment by said John Meyers and Catherine D. Meyers, his wife to said Receivers of the sum of Nine hundred eighty-five Dollars ($985.00) cash, being compromise settlement of claims of your Receivers against said John Meyers and Catherine D. Meyers, his wife, and claims of said John Meyers and Catherine D. Meyers, his wife against your Receivers, arising out of Contract for construction of house on said property of John Meyers and Catherine D. Meyers, his wife between the owners thereof and Henry J. Clauss, upon receipt by said John Meyers and Catherine D. Meyers, his wife of releases of the following liens, if they are determined to exist against said property:

Filed 4 Oct, 1952

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5'52

DeGrange Lumber Company Mechanics' Lien for materials furnished	$2764.52
Hosse & Martinoli Mechanics' Lien for materials and labor furnished	254.00
Talbott Concrete Co. Mechanics' Lien for materials and labor furnished	297.03

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 as aforesaid, the following liens have been filed against this property:

DeGrange Lumber Company Mechanics' Lien for materials furnished	$2764.52
Hosse & Martinoli Mechanics' Lien for materials and labor furnished	254.00
Talbott Concrete Co. Mechanics' Lien for materials and labor furnished	297.03

3. That your Receivers are advised that the validity and amount of the above lien claims should be determined 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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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 6th day of October, 1952,

ORDERED, that the validity and the amounts of the following claims:

DeGrange Lumber Company Mechanics' Lien for materials furnished	$2764.52
Hosse & Martinoli Mechanics' Lien for labor and materials furnished	254.00
Talbott Concrete Co. Mechanics' Lien for labor and materials furnished	297.03

filed against property of John Meyers and Catherine D. Meyers, his wife located on Lot 6, Section F, Meadow Road, Anne Arundel County, be and the same are hereby set for hearing in open court on 24th, October, 1952, at 10 o'clock A.M. in the Court House, Annapolis, Maryland; 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 6 Oct, 1952.

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JOHN DEGRANGE, ET AL.	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	
HENRY J. CLAUSS	:	No. 10,154 Equity

Filed Oct. 14, 1952

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

TESTIMONY

October 4, 1952

Before Hon. Benjamin Michaelson, Associate Judge.

Present:

Mr. J. Calvin Carney)
Mr. John Demyan, Jr.) Receivers

Mr. Charles G. Page, Solicitor for Receivers.

Mr. Louis M. Strauss, Solicitor for DeGrange Lumber Co.

Mr. Samuel Schenker, Solicitor for Wiseman Contracting Co.

Mr. Jack C. Doney, Solicitor for Hosse & Martinoli.

Witnesses:

J. Calvin Carney, pages 2, 3.
F. Ward DeGrange, pages 3, 4.
Herbert F. Englehart, page 4.

5'55'

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

If Your Honor please, this is an application by the receivers in the case, John DeGrange, et al. vs. Henry J. Clauss, to have the Court determine the validity of the amount of liens against the property known as the easternmost 39 feet of Lot 2 and the westernmost 37½ feet of Lot 3, Section 2, Marie Avenue, which is improved by a dwelling house, which the receivers have sold to Thomas E. Cleaver and Rosalie Cleaver, his wife, for $11,000.00. The sale was reported to this Court, and the sale has been ratified and is about ready for settlement. Under the Order of Court, we are to convey the property free and clear of liens and the asserted liens are to be reserved against the proceeds of sale. As one of the receivers, I have investigated the matter; the following claims, to the best of my knowledge and belief, against this property, the validity of them should be determined by this Court; the receivers, pursuant to Order of this Court, borrowed $7102.05 on Receivership Certificate to complete the property on account of which the receivers have paid $4431.68, leaving a balance on that receivership certificate known as Series A 267037, with interest from January 31, 1952. The receivers also borrowed on Receivership Certificate certain moneys to install sump pump, water elimination system-that obligation is due $175.00, with interest from March 24, 1952; the receivers also borrowed, all pursuant to Order of this Court, on Receivership Certificate, sufficient moneys to lay sidewalk and curbing from this property and the obligation is owing in the sum of $233.33, with interest from March 24, 1952; Belair Building and Loan Association has a mortgage on the property, balance due, on which at this time, is $8673.73. I have given you the figures in reference to the various receivership certificates. In addition to that, there has been a lien filed by DeGrange Lumber Company in the sum of $1096.23 for materials furnished from December 30, 1950; Wiseman Contracting Company has filed a lien against this lot for $94.55. In accordance with the Report of Sale we employed a builder to do the work the purchasers required, which work was done by Martin A. Sinsky, Builder, and is in the amount of $38.00.

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Those are the liens against the property, the validity of which, Your Honor is to determine this morning, and also the amounts.

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. F. Ward DeGrange.

2. You are the surviving partner of the partnership trading as DeGrange Lumber Company, are you not?

A. I am.

3. I hand you a Mechanics' Lien filed among the Mechanics' Lien Records of Anne Arundel County, December 30, 1950, as against Henry J. Clauss, on the property known as the eastern one-half of Lot No. 2, and the western one-half of Lot No. 3, as shown on the Plat of the property thereto referred, and ask you whether or not your firm supplied materials in connection with the construction and improvements thereon?

A. Yes we did.

4. Will you look at the bills filed in connection with this lien and state whether or not you are familiar with those as set forth?

A. Yes I am.

5. Were they the fair and marketable contract prices for those items?

A Yes.

6. Did you serve notice of intention to file this lien?

A. Yes.

7. In what manner?

A. I served the notice to the house and mailed the itemized bill of the amount owing to the house on December 29, 1950.

8. What balance is due under the lien claim?

A. At the present time $1096.23, plus interest from December 30, 1950.

9. Has any payments or credits been made other than as shown on this account?

A. None.

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10. The amount is still due and owing?

A. Still due and owing.

Herbert F. Englehart, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Carney)

1. Mr. Englehart, your full name is Herbert F. Englehart?

A. Yes.

2. You are secretary of Belair Building and Loan?

A. That's correct, sir.

3. Does that Association hold a mortgage on the property in question duly filed in this proceedings?

A. Yes.

4. Will you please give us the balance due on that mortgage at this time?

A. The balance due is $8673.73. The receivers borrowed $7102.05 on receivership Certificate to complete the property and they have paid on that certificate $4431.68.

5. What is the balance owing on that certificate?

A. $2670.37 with interest from January 31, 1952 to October 4, 1952, today, making a total of $2778.54. The receivers also borrowed from Belair money for sump pump, water system, etc.

6. Is there a balance due on that?

A. There is an apportionment for water elimination, sidewalks, $233.33, making a grand total of $[illegible]408.33 with interest from March 24, 1952 including October 4, 1952 making a grand total of $421.33.

Mr. Carney: If your Honor please, that lien was filed against a number of lots and as in the other cases it has been agreed that lien shall be apportioned to this lot in the sum of $94.55.

5'5'8

COURT: What about the item of $38.00?

Mr. Carney: If Your Honor please, that was set forth in the Report of Sale as having been necessary to complete the house to satisfy the purchaser.

COURT: SINSKY was employed by the receivers to do that?

Mr. Carney: That was done by the receivers.

K.H. MC. $10.00

5'5'9

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

Filed Oct. 14" 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 easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, 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 14th day of October, 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 Thomas E. Cleaver and Rosalie Cleaver, his wife, purchasers of the aforesaid property the following sum:

Purchase price		$11,000.00
1952 water rent charge paid in advance - (18.75) 3 mo. 5 da.		4.95
		$11,004.95
Less:		
1952 accrued water rent	6.00	
1/2 Federal and State documentary stamps (24.20)	12.10	18.10
		$10,986.85
Less:		
Recording Release of Mortgage		2.50
		$10,984.35
Plus:		
Refund of unearned premium on insurance		44.60
		$11,028.95
Plus:		
Balance left in Account A after completion of construction of property		99.00
Total amount in hands of Receivers		$11,127.95

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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) The Capital-Gazette Press, Inc. Order of Publication, Notice to Creditors, Nisi Orders on various sales in Receivership — 249.52

(b) Martin A. Sinsky, Builder - work on within property, as per Contract and Report of Sale — 38.00

(c) Belair Rd. Bldg. & Loan Assn. - balance due on mortgage with interest to 10/14/52 — 8681.33

(d) DeGrange Lumber Company - Mechanics' Lien for materials furnished 1096.23
with interest from 12/30/50 to 10/14/52 117.66 — 1213.89

(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 10/14/52 8.98 — 103.53

(f) Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series A issued to complete property 7102.05
pd. on acct. 1/31/52 4431.68
balance due on principal 2670.37
with interest from 1/31/52 to 10/14/52 113.04 — 2783.41

(g) Belair Rd. 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 10/14/52 5.83 — 180.83

(h) 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 10/14/52 7.78 — 241.11

3. That said Receivers shall pay the aforesaid claims as follows:

(a) The Capital-Gazette Press, Inc. Order of Publication, Notice to Creditors, Nisi Orders on various sales in Receivership — 249.52

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(b)	Martin A. Sinsky, Builder - work on within property, as per Contract and Report of Sale		38.00
(c)	Belair Rd. Bldg. & Loan Assn. - balance due on mortgage with interest to 10/14/52		8681.33
(d)	DeGrange Lumber Company - Mechanics' Lien for materials furnished	1096.23	
	with interest from 12/30/50 to 10/14/52	117.66	1213.89
(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 10/14/52	8.98	103.53
(f)	Belair Rd. 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 10/14/52	5.83	180.83
(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 10/14/52	7.78	241.11
(h)	Belair Rd. Bldg. & Loan Assn. Receivership Certificate Series A issued to complete property	7102.05	
	pd. on acct. prin. 1/31/52	4431.68	
	balance on principal	2670.37	
	interest from 1/31/52 to 10/14/52		113.04
	pd. on acct. principal		306.70
			419.74
	pd. on acct. principal 10/14/52	306.70	
	balance due acct. prin.	2363.67	
	with interest from10/14/52		

and that the balance due Belair Road Building and Loan Association, Incorporated on Receivership Certificate Series A, 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

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same shall be paid by said J. Calvin Carney, and upon payment of said sum 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 84 PAGE 13

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: PROPERTY OF JOHN MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW 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 Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, Maryland, testimony having been taken and counsel for the respective parties having been heard, and the entire matter read and considered:

It is, this 28th day of October, 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 Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, Maryland, and fully described in these proceedings, viz:

DeGrange Lumber Company - Mechanics' Lien for materials furnished	$2764.52	
with interest from 12/30/50 to 10/27/52	302.71	$3067.23
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished	238.80	
with interest from 1/27/51 to 10/27/52	25.07	263.87
Talbott Concrete Co. - Mechanics' Lien for labor and materials furnished	297.03	
with interest from 2/3/51 to 10/27/52	30.89	327.92

Filed 28 Oct., 1952.

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BALTIMORE 2, MD.

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2. That in lieu of said John Meyers and Catherine D. Meyers, his wife paying to John Demyan, Jr. and J. Calvin Carney, Receivers herein and said Receivers paying said sum on account of the above lien claims, said John Meyers and Catherine D. Meyers, his wife shall pay to DeGrange Lumber Company the sum of Nine Hundred eighty-five Dollars ($985.00). on account of the lien claim of said DeGrange Lumber Company, and said John Demyan, Jr. and J. Calvin Carney, Receivers shall execute a receipt to said John Meyers and Catherine D. Meyers, his wife for the aforesaid payment, in accordance with Agreement and Order of Court dated October 6, 1952, and said DeGrange Lumber Company shall release said lien, as to the property of said John Meyers and Catherine D. Meyers, his wife, to the extent of such payment.

3. That pursuant to Order of this Court dated October 6, 1952, and Agreement and Petition attached thereto which have been approved by this Court, upon payment by J. Calvin Carney to the above lienors mentioned in Paragraph 1 of this Order of the amounts (or balance) due on their said lien claims, viz:

DeGrange Lumber Company - Mechanics' Lien for materials furnished	$2764.52	
with interest from 12/30/50 to 10/27/52	302.71	
	3067.23	
Paid on account, as above	985.00	2082.23
Hosse & Martinoli - Mechanics' Lien for labor and materials furnished	238.80	
with interest from 1/27/51 to 10/27/52	25.07	263.87
Talbott Concrete Co. - Mechanics' Lien for labor and materials furnished	297.03	
with interest from 2/3/51 to 10/27/52	30.89	327.92

said lien claimants shall assign said liens to said J. Calvin Carney who shall release and discharge said lien claims against

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5'65'

said property of said John Meyers and Catherine D. Meyers, his wife; that said J. Calvin Carney retains and is hereby declared to have 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 from the aforesaid lienors and the assignment of such lien claims to him.

Benjamin Michaelson
Judge

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BALTIMORE 2, MD.

5'66

JOHN DEGRANGE, ET AL.	:	IN
PLAINTIFFS	:	THE CIRCUIT COURT
VS.	:	FOR
HENRY J. CLAUSS,	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	No. 10,154 Equity

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TESTIMONY IN OPEN COURT

October 24, 1952

Before Hon. Benjamin Michaelson, Associate Judge.

Present:

Mr. J. Calvin Carney,)
Mr. John Demyan, Jr.) Receivers

Mr. Louis M. Strauss, Solicitor forDeGrange Lumber Co.

Mr. Jack C. Doney, Solicitor for Hosse & Martinoli.

Mr. William J. Boehm, Solicitor for Talbot Concrete Company.

Witnesses:
J. Calvin Carney, pages 2.
F. Ward DeGrange, pages 3, 4.
Albert J. Martinoli, pages 4, 5.
James D. Talbott, pages 5, 6.

Filed 24 Oct, 1952.

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

I am J. Calvin Carney, one of the receivers in the case of John DeGrange, et al. vs. Henry J. Clauss, No. 10,154 Equity. This matter comes before Your Honor this morning on petition of the receivers to have the Court to determine the validity and the amounts of certain liens which have been filed against the property of John Meyers and Catherine D. Meyers, his wife, known as Lot 6, Section F, Meadow Road, Anne Arundel County. The background of the situation is that Clauss, by contract, agreed to construct a home for Meyers and wife on their lot; in connection with the transaction, he also procured a mortgage, payments for which were made to him as the building progressed; Clauss disappeared; the building was not completed; the owner asserted various claims against the builder and the receivers in turn had various claims against the owners; pursuant to agreement and Order of this Court, the receivers have compromised their claims against Meyers and wife; Meyers agreed to pay in full settlement any claims one against the other, the sum of $985.00; the receivers agreed to release any further claims against Meyers and wife, against their property and they agreed to release the claims against the receivers arising out of the construction arising out of the various liens on the property; the owners agreed to assume the mortgage of the Belair Building and Loan Association according to its terms; there have been filed against the property the following liens: DeGrange Lumber Company, $2764.52, for materials furnished; Hosse & Martinoli, $254.00 for materials and labor; Talbot Concrete Company, $297.03 for materials and labor; in accordance with the agreement whatever liens are determined to exist against this property are to be paid by fulfilling the agreement and releasing the liens filed against this property; in general practice, claims asserted against the receivership for the amount which your Honor may find that these liens are proper; the claimants, I understand, are here and are prepared to prove their liens to this Court.

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. Yes.

2. Are you the surviving partner of the DeGrange Lumber Company?

A. I am.

3. Did your concern furnish materials to the property of Catherine D. Meyers and John Meyers, situated on Lot 6, Section F, Meadow Road, Anne Arundel County?

A. We did.

4. Did there come a time when you had to give notice of filing a mechanics' lien?

A. Yes.

5. Did you serve that notice?

A. Yes.

6. In what manner did you make the service?

A. I served the notice in person to Mr. John Meyers and Mrs. Catherine Meyers.

7. Did you later file the lien in the Circuit Court for Anne Arundel County?

A. We did.

8. I hand you a copy of the lien and the bills itemizing the materials furnished; will you look at that and state whether or not that is the true list of materials supplied in accordance with the undertaking of this job?

A. It is.

9. What is the total amount of those bills?

A. $2764.52 plus interest.

10. Has any amount of that been paid?

A. None.

11. Do you have personal knowledge of delivery made to this building and lot?

A. I do.

569

12. In support of your lien claim?

A. I do.

13. Was that contract for the fair market value of the materials supplied?

A. Yes, they are the market prices of the materials.

14. The DeGrange Lumber Company claims $2754.52 and interest from December 30,1950?

A. That's right.

(COPY OF LIEN OF DEGRANGE LUMBER COMPANY MARKED PETITIONER'S EXHIBIT 1)

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

(Mr. Doney)

1. State your name.

A. Albert J. Martinoli.

2. Are you the co-partner of Hosse & Martinoli?

A. I am.

3. Did your partnership and you have occasion to do certain work for Henry J. Clauss and John Meyers and Catherine Meyers on the property located on Meadow Road?

A. We did.

4. Were you paid in full for that work?

A. No.

5. As a result of non-payment, did you file a mechanics' lien?

A. Yes.

6. I show you a Mechanics' Lien filed among the Mechanics' Lien Records of Anne Arundel County, J.H.H. No. 9, folio 503, and ask you if this is the Mechanics' Lien filed by you against Henry J. Clauss, John Meyers and Catherine Meyers?

A. It is.

7. How much is that lien for?

A. $254.00.

8. Have you received payment of part of that $254.00?

A. No.

5'70

9. Is that a true and just account of the balance due you?

A. You.

10. Did you have occasion before you filed the Mechanics' Lien to serve notice on John Meyers and Catherine D. Meyers?

A. Yes.

11. Is this the copy of the notice?

A. It is.

12. Is that the accounting that was filed with it?

A. Yes.

(NOTICE OF MECHANICS LIEN , HOSSE & MARTINOLI, MARKED PETITIONERS EXHIBIT 2)

13. When did you serve John Meyers and Catherine D. Meyers, his wife?

A. January 19, 1951.

MR. DONEY: YOUR HONOR, COUNSEL HAS AGREED TO WAIVE THE PROFIT OVER LABOR COSTS OF $15.20, MAKING THE TOTAL AMOUNT CLAIMED $238.80, PLUS INTEREST FROM THE DATE OF JANUARY 22, 1951, THE DATE OF THE FILING OF THE MECHANICS LIEN.

James D. Talbott, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Boehm)

1. State your name.

A. James D. Talbott.

2. What is your business?

A. General Manager Talbott Concrete Company in Annapolis.

3. I direct your attention to a mechanics lien that is filed in this case that is pending and ask you do know Catherine Meyers and John Meyers who own Lot No. 6, Meadow Road, Pasadena, Md.?

A. I do not know them personally; I know them only by virtue of the fact of having delivered concrete to Henry J. Clauss at their property.

4. Did you have an occasion to deliver concrete at the Meyers property?

5/71

A. I did.

5. Do you have the amounts delivered and the dates of delivery?

A. I do; I delivered concrete to Clauss on various and sundry jobs.

6. I show you a copy of the lien that was filed in this case, can you identify the deliveries that is attached thereto?

A. Yes, I can.

7. It shows the amount $297.03 due and owing; have you received any payment of this amount?

A. None whatsoever.

8. The deliveries as itemized were delivered to this job?

A. That's correct.

9. On the dates specified?

A. That's correct.

10. Upon receiving no payment, did you serve notice on the owners of the property of your intention to claim?

A. I visited the property several times, both during the day and in the evening to attempt to serve notice, but I could never find anyone at home; there was evidence that they were living there, but they appeared to be away for the time being, newspapers and milk were left on the porch, and I couldn't find anyone at home, so as a final resort, I had to get the Constable to go with me on Saturday afternoon to post the papers on the the door of the property.

11. Can you tell the Court what date it was posted?

A. February 3, 1951.

12. Is this a copy of the notice and lien itself placed upon the door?

A. Yes. (COPY OF LIEN OF TALBOT CONCRETE COMPANY MARKED PETITIONERS' EXHIBIT 3)

K.H.McC. $10.00

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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

It is, this 25th day of November, 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 claims be and they are hereby declared to be preferred claims against this receivership estate, being expenses incurred by John Demyan, Jr. and J. Calvin Carney, Receivers herein, in the administration of this estate:

(a)	Robert Henry Campbell - auctioneer's fee re: sale of Dodge truck			20.00
(b)	The Capital-Gazette Press, Inc. - advertising unimproved lots			4.41
(c)	John H. Hopkins, III, Clerk - court costs Henry J. Clauss vs. William E. Dicus			31.45
(d)	Katharine H. McCutchan, Court Stenographer			52.00
(e)	John Demyan, Jr. - reimbursement			
	Recording Mechanics' Lien Release	.50		
	Katharine H. McCutchan, Court Stenographer	12.00		
	White House Signs -	138.72		151.22
(f)	J. Calvin Carney - reimbursement			
	Ace Photo Print Service - various papers	441.19		
	Baltimore Photo and Blue Print Company	2.76		
	John H. Hopkins, III, Clerk			
	Recording: Deed re: Lot 7, Marie Avenue	3.50		
	Recording: Rel. of Mtge re: Lot 8, Marie Ave.	2.00		
	Recording: Assign. etc. re: Lot 8, Marie Ave. and Burl property	6.50	12.00	
	George L. Byerly, Clerk - recording Assign. etc. re: lots Balto. Highlands		8.50	
	Martin A. Sinsky - shortage in receivers' acct. - for construction of Lot 7, Marie Ave.		6.78	

Filed 25 Nov, 1952

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

5'73

(f) J. Calvin Carney - reimbursement (continued)

John Fitzpatrick - refund on water bill - Lot 8, Marie Avenue		2.00	
A.S. Abell Company -- advertising houses and unimproved lots on Marie Avenue and unimproved lot on Gov. Ritchie Highway		737.85	
John Griscom, Treasurer - 1951 & '52 taxes - westernmost 1/2 Lot 6, Johnson Farms		3.64	
Baltimore American - advertising houses and unimproved lots on Marie Avenue and unimproved lot on Governor Ritchie Highway		821.28	
Deficit in Receivers' Account H re: sidewalks, etc.		32.00	
Purchase of Keys for houses on Marie Avenue		2.86	
Thomas W. Shives - Surveys, plats, etc. - Marie Avenue properties		133.00	
Samuel E. Hoover - "For Sale, etc." and "Sold" signs - Marie Ave. houses		96.00	
Gas & Electric Company - service			
Lot 7, Marie Ave.	2.82		
Lot 8, Marie Ave.	26.10		
Lot 1, Sect. 2, Marie Ave.	9.38		
Lots 2 & 3, Sect. 2, Marie Ave.	13.43		
Lot 4, Sect. 2, Marie Ave.	26.67	78.40	
Schmeiser & Schone - liability insurance on Marie Avenue houses		15.00	2393.26

2. That said John Demyan, Jr. and J. Calvin Carney, Receivers herein shall pay the sum of Four hundred ninety Dollars and thirty-seven Cents ($490.37) remaining in the Receivers' Miscellaneous Account with The Bank of Glenburnie on account of the aforesaid claims, as follows:

(a)	Robert Henry Campbell - auctioneer's fee re: sale of Dodge truck		20.00
(b)	The Capital-Gazette Press, Inc. - advertising unimproved lots		4.41
(c)	John H. Hopkins, III, Clerk - court costs Henry J. Clauss vs. William E. Dicus		31.45
(d)	Katharine H. McCutchan, Court Stenographer		52.00
(e)	John Demyan, Jr. - reimbursement		
	Recording Mechanics' Lien Release	.50	
	Katharine H. McCutchan, Court Stenographer	12.00	
	White House Signs - signs	138.72	151.22
(f)	J. Calvin Carney - reimbursement		
	Ace Photo Print Service - various papers	441.19	
	Baltimore Photo and Blue Print Company	2.76	
	John H. Hopkins, III, Clerk Recording: Deed re: Lot 7, Marie Avenue	3.50	

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5'74

John H. Hopkins, III, Clerk (cont'd)			
Recording: Rel. of Mtge. re: Lot 8, Marie Avenue		2.00	
Recording: Assign. etc. re: Lot 8, Marie Ave. and Burl property		6.50	12.00
George L. Byerly, Clerk recording Assign. etc. re: lots Baltimore Highlands			8.50
Martin A. Sinsky - shortage in receivers' acct. - for construction of Lot 7, Marie Ave.			6.78
John Fitzpatrick - refund on water bill - Lot 8, MarieAve.			2.00
A. S. Abell Company - advertising houses and unimproved lots on Marie Avenue and unimproved lot on Gov. Ritchie Highway			737.85
John Griscom, Treasurer - 1951 & '52 taxes - westernmost 1/2 Lot 6, Johnson Farms			3.64
Baltimore American - advertising houses and unimproved lots on Marie Avenue and unimproved lot on Gov. Ritchie Highway			821.28
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Samuel E. Hoover - "For Sale, etc." and "Sold" signs - Marie Avenue houses			96.00
Gas & Electric Company - service			
Lot 7, Marie Ave.		2.82	
Lot 8, Marie Ave.		26.10	
Lot 1, Sect. 2, Marie Ave.		9.38	
Lots 2 & 3, Sect. 2, Marie Ave.		13.43	
Lot 4, Sect. 2, Marie Ave.		26.67	78.40
Schmeiser & Schone - liability insurance on Marie Avenue houses			15.00
			2,393.26
On account thereof			231.29 231.29
Balance			$2,161.97

and that the balance of $2,161.97 due J. Calvin Carney, on his preferred claim, being indebtednesses paid in the administration of this receivership estate, shall be paid hereafter, as per future orders of this court, out of any remaining assets of this receivership.

Benjamin Michaelson
Judge

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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

5'75'

LIBER 84 PAGE 25

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10, 11, 12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, AND unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lunsden to Henry J. Clauss dated May 19, 1950, and recorded among Land Records of Anne Arundel County in Liber J.H.H. No. 571, folio 77.

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 dated 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 among the assets of this Estate are:

(a) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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.

Filed 6 Dec, 1951

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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No. 579, folio 569, including unimproved fee simple lots Nos. 5,6,7,8,9,10, 11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28 and 29., Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1, 2, 3, 4, 30, 31 and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof.

(B) Unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65.

3. That the aforesaid properties are subject to the following specific liens against the same:

(a)	Balance due on mortgage from Henry J. Clauss to Belair Road Bldg. & Loan Assn. dated July 13, 1950, and recorded among aforesaid Land Records in Liber J.H.H. No. 579, folio 571, in the original sum of $8,500.00, approximately	$6,400.00
(b)	Balance due on Receivership Certificate Series C issued to complete construction of Lot 4 and part of Lot 3, Section 2, Marie Avenue, approximately	2,600.00
(c)	Balance due on Receivership Certificate Series A issued to complete construction of property known as part of Lots 2 and 3, Section 2, Marie Avenue, approximately	2,400.00

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5'77

(d) Balance due on Receivership Certificate Series H issued to install sidewalks, water elimination, etc., approximately 100.00

(e) Balance due on Mechanics' Lien held by Frederick Wiseman, trading as Wiseman Contracting Company for excavating, etc., approximately 500.00

4. That in addition to the above specific liens, said receivership estate is also indebted to sundry persons as general creditors, as by reference to these proceedings will more fully appear.

5. That your Receivers have been endeavoring to sell the aforesaid properties for the highest amount obtainable.

6. That subject to the approval of this Court, your Receivers have entered into a contract dated November 24, ----, 1952 with F. Ward DeGrange and Edith DeGrange, his wife, whereby said Receivers sold unto said F. Ward DeGrange and Edith De Grange, his wife and said F. Ward DeGrange and Edith DeGrange, his wife purchased from said Receivers unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being:

(a) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6,7,8,9,10, 11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28 and 29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of AnneArundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1, 2, 3, 4, 30, 31 and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of

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5'78

Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof,

(b) Unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife dated May 19, 1950, and recorded among the aforesaid Land Records inLiber J.H.H. No. 571, folio 65,

at and for the sum of Twelve thousand eight hundred Dollars ($12,800.00) 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.

7. That your Receivers aver that it is necessary to sell the aforesaid fee simple unimproved properties to liquidate the affairs of Henry J. Clauss and to pay the mortgage, lien claims and receivership certificates against said property and this receivership estate, and general creditors' claims against said Estate.

8. That said sale was fairly made and for the most money that could be obtained therefor, and is advantageous to this estate.

9. That your Receivers attach hereto the certificates of two licensed Real Estate Brokers of the State of Maryland certifying as to the value of said unimproved fee simple properties described herein.

WHEREFORE, your Receivers report this sale to this Honorable Court for ratification, after the issuance by this

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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 December, 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 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.

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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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 located in the Fifth Election District, Anne Arundel County, Maryland, being:

(a) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28, and 29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat12, being all the property described in the aforesaid Deed, less Lots Nos. 1, 2, 3, 4, 30, 31 and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof,

(b) Unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife by Deed dated May 19, 1950, and recorded

Filed 6 Dec., 1952

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65,

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 Twelve thousand eight hundred Dollars ($12,800.00) 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 this Court ratify said sale after the expiration of the Order Nisi thereon.

Edw. N.C. Bradley

Herbert F. Engelhardt

Herbert F. Engelhardt

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of December 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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.

AS WITNESS My Hand and Notarial Seal.

Ethel B. Wadsworth

Ethel B. Wadsworth
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of December 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward N.C. 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.

Amelia H. Tubman

Notary Public Amelia H. Tubman

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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
9 E. LEXINGTON ST.
BALTIMORE 2, MD.

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J. CALVIN CARNEY
3 E. Lexington Street
Baltimore 2, Md.

LIBER 84 PAGE 32

This Agreement of Sale, made this 24 day of November nineteen hundred and fifty-two, between John Demyan, Jr. and J. Calvin Carney, Receivers as hereinafter mentioned, Seller, and F. Ward DeGrange and Edith DeGrange, 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 fee simple unimproved

Fifth Election District, Anne Arundel County, Maryland, fully and particularly described on attached sheet, which is expressly made a part hereof, ----------

Filed 6 Dec., 1952

at and for the price of Twelve thousand eight hundred ---------- ---------- Dollars ($12,800.00)

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 within sixty (60) days, in any event, upon final ratification of this sale, which shall 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 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 chges. against 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.

[redacted]

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.

Sam'l C. Bradley
WITNESS—AS TO SELLER'S SIGNATURE

Phyllis Smith
WITNESS—AS TO SELLER'S SIGNATURE

Amelia A. Dubman
WITNESS—AS TO BUYER'S SIGNATURE

Amelia A. Dubman
WITNESS—AS TO BUYER'S SIGNATURE

John Demyan, Jr. (SEAL)
SELLER'S SIGNATURE

J. Calvin Carney (SEAL)
SELLER'S SIGNATURE Receivers

F. Ward DeGrange (SEAL)
BUYER'S SIGNATURE

Edith DeGrange (SEAL)
BUYER'S SIGNATURE

Description:

(a) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6, 7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28, and 29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1, 2, 3, 4, 30, 31, and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof.

(b) unimproved fee simple lot located in the Fifth Election District Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife by deed dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65.

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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 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 6th day of December, 1952, by the Circuit Court of Anne Arundel County, in the above-entitled case, ADJUDGED, ORDERED and DECREED as follows:

1. That the fee simple unimproved property located in the Fifth Election District, Anne Arundel County, Maryland, described as follows:

(a) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28 and 29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1, 2, 3, 4, 30, 31 and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners

Filed 6 Dec., 1952

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BLANCHARD D. CARNEY
3 E. LEXINGTON ST.
BALTIMORE 2, MD.

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of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof,

(b) unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife by deed dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65,

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 F. Ward DeGrange and Edith DeGrange, his wife of the aforesaid fee simple unimproved property located in the Fifth Election District, Anne Arundel County, Maryland, and hereinbefore fully described, also fully described in the foregoing Petition and Report of Sale and Contract of Sale attached thereto, for the sum of Twelve Thousand Eight hundred Dollars ($12,800.00) 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 said F. Ward DeGrange and Edith DeGrange, his wife of said purchase price, said Receivers shall convey said fee simple unimproved property by a good and marketable title to said F. Ward DeGrange and Edith DeGrange, his wife, free, clear and discharged of any and

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all claims and interest of the parties to this case, and all liens, claims, judgments, mortgages, receivership certificates 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, certificates, 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, certificates, judgments and claims existed against said property and shall be applied in accordance with their legal priority.

Benjamin Michaelson
Judge.

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LIBER 84 PAGE 37

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 6 dec., 1952.

Ordered, this 6 day of December, 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 12 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of January next.

The report states that the amount of sales to be $ 12,800.00.

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 17 jan., 1953.

ORDERED BY THE COURT, This 17th day of January, 1953, 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 Klebaner
A. J.

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LIBER 84 PAGE 38

JOHN DeGRANGE, et al	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
HENRY J. CLAUSS	:	ANNE ARUNDEL COUNTY
	:	In Equity No. 14 Folio 199
	:	Case No. 10154

: : : : :

Filed 16 Jan., 1953.

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 6 day of December 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 12th day of January next Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of January next.

The report states that the amount of sales to be $12,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

J-1

OFFICE OF

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6th 1953

We hereby certify, that the annexed Order Nisi - Sale Equity Number 10,154 John DeGrange vs - Henry J. Clauss Amount $12,800.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of January, 1953. The first insertion being made the 11th day of December, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 8859

By Kay Green

5'89

LIBER 84 PAGE 39

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9, 10,11,12,13,14,15,16,17,18,19,20,21,22,23,24, 25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, AND unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lunsden to Henry J. Clauss dated May 19, 1950, and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 19 Jan, 1953.

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 November 24, 1952, the Receivers herein sold unto F. Ward DeGrange and Edith DeGrange, his wife the following described property:

(1) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25, 26,27,28,29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, Recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1,2,3,4,30,31 and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof.

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(B) Unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65,

for the sum of Twelve thousand eight hundred Dollars ($12,800.00) in fee, which sale was duly reported to, and finally ratified and confirmed by this Court, pursuant to Order dated December 6, 1952, subject to the issuance and final ratification of Order Nisi which was duly issued and which expired on January 13, 1953.

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 said property.

3. That the following persons have claims against the above described property:

(A)	Balance due on mortgage from Henry J. Clauss to Belair Road Bldg. & Loan Assn. dated July 13, 1950, and recorded among aforesaid Land Records in Liber J.H.H. No. 579, folio 571, in the original sum of $8500.00, approx.	6400.00
(B)	Balance due on Receivership Certificate Series C issued to complete construction of Lot 4 and part of Lot 3, Section 2, Marie Avenue to Belair Rd. Bldg. & Loan Assn., approx.	2600.00
(C)	Balance due on Receivership Certificate Series A to Belair Rd. Bldg. & Loan Assn. issued to complete construction of property known as Lots 2 and 3, Section 2, Marie Avenue, approx.	2400.00
(D)	Balance due on Receivership Certificate Series H to Belair Rd. Bldg. & Loan Assn. issued to install sidewalks, water elimination, etc, approx.	100.00
(E)	Balance due on Mechanics' Lien held by Frederick Wiseman, trading as Wiseman Contracting Company for excavating, etc.,approx.	500.00

4. That your Receivers are advised that it will be necessary for this Court to determine the validity and amounts of

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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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5'92

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 20 day of January, 1953,

ORDERED, that the validity and the amounts of the following claims and liens of the following persons:

(A)	Belair Road Bldg. & Loan Assn., balance due on mortgage from Henry J. Clauss dated July 13, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 579, folio 571, in the original sum of $8500.00, approximately	6400.00
(B)	Belair Road Bldg. & Loan Assn., balance due on Receivership Certificate Series C issued to complete construction of Lot 4 and part of Lot 3, Section 2, Marie Avenue, approximately	2600.00
(C)	Belair Road Building & Loan Assn., balance due on Receivership Certificate Series A issued to complete construction of property known as Lots 2 and 3, Section 2, Marie Avenue, approximately	2400.00
(D)	Belair Road Bldg. & Loan Assn., balance due on Receivership Certificate Series H issued to install sidewalks, water elimination, etc. approximately	100.00
(E)	Frederick Wiseman, trading as Wiseman Contracting Company, balance due on Mechanics' Lien for excavating, etc., approximately	500.00

filed against property described as follows:

(A) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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

Filed 20 Jan., 1953

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No. 579, folio 569, including unimproved fee simple lots Nos. 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26, 27,28,29, Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss Property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1,2,3,4,30,31, and 32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof.

(B) Unimproved fee simple lot located in the Fifth Election District, Anne Arundel County, known as westernmost one-half of Lot 6, on Plat of Johnson Farms recorded among the Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife by deed dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65.

be and the same are hereby set for hearing in open Court on February 6, 1953, at 10 o'clock a.m.

in the Court House, Annapolis, Maryland, and

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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BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

5'94

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14, 15,16,17,18,19,20,21,22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, AND unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 26 Feb., 1953.

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:

1) unimproved fee simple property located in the Fifth Election District, Anne Arundel County, being balance of all that tract of land 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, including unimproved fee simple lots Nos. 5,6,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23,24,25,26,27,28,29,Section 2, Marie Avenue, as shown on the Plat of the Subdivision of Clauss property, Section No. 2, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, being all the property described in the aforesaid Deed, less Lots Nos. 1,2,3,4,30,31,32, in Section 2, Marie Avenue, as shown on said Plat, said lots being sold and heretofore conveyed, and less also that portion of said property heretofore conveyed to the County Commissioners of Anne Arundel County representing the bed of Marie Avenue as shown on said Plat for a portion thereof.

2) unimproved fee simple lot located in the Third Election District, Anne Arundel County, known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among the

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Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and being all that property described in Deed from Catherine M. Lumsden, Widow to Henry J. Clauss dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 77, less that portion heretofore conveyed by Henry J. Clauss to Edward L. Upton and Ida O. Upton, his wife dated May 19, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 571, folio 65.

testimony having been taken, counsel for the respective parties having been heard, and the entire proceedings read and considered,

It is, this 26th day of February, 1953, 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 F. Ward DeGrange and Edith DeGrange, his wife, purchasers of the aforesaid property the following sum:

Purchase price		$12,800.00
Less:		
1953 taxes on 25 unimproved lots	1.10	
1953 taxes on westmost 1/2 of Lot 6, Plat of Johnson Farms	.17	
1953 Sewer & Sanitary chges - Lot 29, Sect. 2, Marie Ave.	1.25	
1/2 Federal and State documentary stamps (28.60)	14.30	16.82
		12,783.18
Less: Recording Release of Mtge.		2.00
		12,781.18
Plus: Balance remaining in Rec'rs' Account F re: Burl property		91.90
Total amount in hands of Receivers		12,873.08

2. That the following liens held by the following persons are hereby allowed against the within property and other properties and assets of this Receivership as follows:

(a) Balance due Belair Rd. Bldg. & Loan Assn. on Mortgage from Henry J. Clauss dated July 13, 1950, and recorded among aforesaid Land Records in Liber J.H.H. No. 579, folio 571, with interest to 2/10/53 — 5,482.79

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(b) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series C, with interest to 2/6/53 — 2,607.07

(c) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series A, with interest to 2/6/53 — 2,408.59

(d) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series H, with interest to 2/6/53 — 106.44

(e) Balance due Frederick Wiseman, trading as Wiseman Contracting Company on Mechanics' Lien, with interest from 3/14/51 to 2/6/53 — 378.15 + 42.98 = 421.13

(f) Balance due J. Calvin Carney on account of monies advanced for Receivership, being preferred claim as per Order of Court dated November 25, 1952 — 2,161.97

3. That said Receivers shall pay the aforesaid claims as follows:

(a) Balance due Belair Rd. Bldg. & Loan Assn. on Mortgage from Henry J. Clauss dated July 13, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 579, folio 571 with interest to 2/10/53 — 5,482.79

(b) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series C, with interest to 2/6/53 — 2,607.07

(c) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series A, with interest to 2/6/53 — 2,408.59

(d) Balance due Belair Rd. Bldg. & Loan Assn. on Receivership Certificate Series H, with interest to 2/6/53 — 106.44

(e) Balance due Frederick Wiseman, trading as Wiseman Contracting Company on Mechanics' Lien
interest from 3/14/51 to 2/6/53 — 378.15 + 42.98 = 421.13

(f) Balance due J. Calvin Carney on account of monies advanced for Receivership being preferred claim as per Order of Court dated November 25, 1952 — 2,161.97
On account thereof — 1,847.06 — 1,847.06
Balance — 314.91

and that the balance of $314.91 due J. Calvin Carney, as set forth above and as also set forth in Order of Court dated November 25, 1952 on his preferred claim, being indebtednesses paid in the administration of this receivership shall be paid hereafter, as per future Order of this Court, out of any remaining assets of this receivership.

Benjamin Michaelson
Judge

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

5'97

LIBER 84 PAGE 47

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: REDUCTION IN PENALTY OF RECEIVERS' BOND

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. That said John Demyan, Jr. and J. Calvin Carney, Receivers have furnished a bond in the sum of Fifty thousand Dollars ($50,000.00), pursuant to Decree of this Court dated January 22, 1951 and have paid two premiums thereon.

2. That this Receivership Estate has been substantially administered, and all of the funds which have come into the hands of said Receivers have been paid and disbursed, in accordance with Orders of this Court and receipts and releases filed in these proceedings for such payments.

3. That your Receivers are about to have the papers in this case referred to an auditor for the statement of a final account to close said Estate.

4. That under the circumstances, said Receivers believe it would be proper for this Court to reduce the penalty of their bond.

WHEREFORE, your Receivers pray that this Court may pass a proper Order in the premises.

And, as in duty bound, etc.

Louis M. Strauss

Charles G. Page
Counsel for Receivers

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed 10 Mar., 1953

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th day of ~~February~~ March, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., one of the Receivers herein, 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.

NOTARY PUBLIC

Amelia H Dubman

Notary Public Amelia H Tubman

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of ~~February~~ March, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared J. Calvin Carney, one of the Receivers herein, 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.

BALTIMORE CO. MD. NOTARY PUBLIC

Phyllis J. Smith

Phyllis J. Smith

Notary Public

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LIBER 84 PAGE 49

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 Affidavits, it is this 10th day of March, 1953, by the Circuit Court for Anne Arundel County, In Equity, in the above-entitled case,

ORDERED, that the penalty of the bond of John Demyan, Jr. and J. Calvin Carney, Receivers herein upon which The Globe Indemnify Company is surety, furnished pursuant to Decree of this Court dated January 22, 1951, be and the same is hereby reduced from the sum of Fifty thousand Dollars ($50,000.00) to Five thousand Dollars ($5000.00) ~~beginning~~ effective as of January 23, 1953.

Benjamin Michaelson
Judge

Filed 10 March 1953

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3 E. LEXINGTON ST.
BALTIMORE 2, MD.

LIBER 84 PAGE 50

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 AND IMPROVEMENTS, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, pursuant to Order of Court dated January 17, 1952 in the within case as to the above property, the sum of Seven thousand one hundred sixty-nine Dollars and thirty-six cents ($7,169.36), representing payment in full of balance due including interest on 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, covering property known as Lot No. 8, and improvements, Marie Avenue, Anne Arundel County, Maryland, in consideration of which payment the undersigned Association has executed a full release of said mortgage.

Dated: January 22 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis Smith

By J. David Lassahn
J. David Lassahn, President

Filed 8 Apr., 1952

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J. CALVIN CARNEY
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LIBER 84 PAGE 51

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 AND IMPROVEMENTS, MARIE AVENUE

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 One hundred forty-one Dollars and sixty-five cents ($141.65) to be applied on account of the balance due of said Mortgage, in accordance with Order of Court dated August 31, 1951 passed in the above-entitled case, as to the above property and said Trust Agreement dated August 9, 1950, between Henry J. Clauss, J. Calvin Carney, Trustee and Belair Road Building and Loan Association, Incorporated; the aforesaid sum being balance in full of funds in the hands of said J. Calvin Carney, Trustee.

Dated: October 21 ,1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Phyllis Jones

By J. David Lassahn
J. David Lassahn, President.

Filed 8 Apr 1953

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

599

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

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

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, check No. 1 drawn on said Receivers Miscellaneous Account dated August 9, 1951 in the sum of Five hundred six dollars and eighty-six cents ($506.86), representing amount due on lien held by the undersigned against 1948 Dodge pick up truck, engine No. 82159998, title no. D852921 in the name of Henry J. Clauss and being one of the assets of this Receivership; this payment being in accordance with Order of this Court in the within case dated July 27, 1951.

Dated: August 10, 1951.

ATTEST: AUTOMOBILE ACCEPTANCE CORPORATION

Helen V. Kemp By R. Bowen
Pres

Filed 8 Apr, 1953

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

600

LIBER 84 PAGE 53

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 & 32, SECTION 2, MARIE AVENUE.

Filed 8 Aug., 1952

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Five hundred thirty Dollars and forty Cents ($530.40) being interest to July 15, 1952 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 571, balance due on the principal of said Mortgage being Five thousand two hundred eighty-one Dollars and twenty-nine cents ($5,281.29), also the sum of Sixteen Dollars and Eighty Cents ($16.80) being release charges, in consideration of which payments the undersigned has executed a Partial Release of said Mortgage as to unimproved Lots Nos. 30, 31 and 32, Section 2, Marie Avenue, but retaining, however, the lien of said mortgage on all other property therein described; payment being in accordance with Order of Court in this case, as to these lots, dated July 16, 1952.

Dated: July 17 1952.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn, President.

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

601

LIBER 84 PAGE 54

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 4 & 6, SECT. 1, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Twenty-six Dollars and fifty-two Cents ($26.52) being interest to July 15, 1952 on 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, balance due on principal of said Mortgage being One thousand five hundred eleven Dollars and four Cents ($1511.04), and also the sum of Sixteen Dollars and eighty Cents ($16.80) being release charges, in consideration of which payments the undersigned has executed a Partial Release of said Mortgage as to unimproved Lots 4 and 6, Section 1, Marie Avenue, but retaining, however, the lien of said mortgage on all other property therein described; payment being in accordance with Order of Court in this case, as to these lots, dated July 16, 1952.

Dated: July 17, 1952.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn, President

Filed 8 Apr., 1953

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

602

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 LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Three hundred eighty-seven Dollars and Fifty Cents ($387.50), being five percent. (5%) real estate commission on sale price of unimproved fee simple lot, west side of Governor Ritchie Highway, opposite Marie Avenue, known as Lot No. 5067, Block 1010, Plat 50 of GlenBurnie; said Plat being recorded in Plat Cabinet 1, Rod R, Plat 17, of the Land Records of Anne Arundel County - Seven thousand seven hundred fifty Dollars ($7,750.00), payment being in accordance with Order of Court, as to this property, in the within case, dated September 22 1952.

WITNESS:

Leonard B. McCaffrey

Ralph L. Moore (SEAL)
Ralph L. Moore

Filed 8 Apr., 1953

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

603

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 LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated September 22, 1952 in the within case as to the above property, representing payment of principal amount due in full, including interest, on Receivership Certificate, Series G. dated February 14, 1952 and issued in connection with property known as Lot 1 and part of Lot 2, Section 2, Marie Avenue, Anne Arundel County, Maryland as follows:

Principal amount of Certificate	$4400.00
Interest from 2/14/52 - 9/16/52	155.46
	$4555.46

Dated: September 23 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert K. Englehardt

By: J. David Lassahn, President

Filed 8 Apr, 1953

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

604

LIBER 84 PAGE 57

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 LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the sum of One Thousand Five Hundred Thirty-nine Dollars and Thirty-eight Cents ($1,539.38) representing payment in full, including interest on 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, Maryland in Liber J.H.H. 555, folio 404 in the original sum of Ten thousand Dollars ($10,000.00), in consideration of which, said Association has executed a full release of said mortgage.

Dated: September 23 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert M. Engelhardt

BY: J. David Lassahn, President

Filed 8 Oct., 1953.

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

605

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 LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated September 22, 1952 in the within case as to the above property:

A. representing payment of apportionment including interest on Receivership Certificate, Series H. dated March 24, 1952 for installation of water elimination, etc. in property known as Lot 1 and part of Lot 2, Section 2 and improvements as follows:

Apportionment of certificate against Lot 1 and part of Lot 2, Section 2, Marie Avenue	$175.00
Interest from 3/24/52 - 9/16/52	5.01
	$180.01

B. representing apportionment in the aforesaid certificate including interest for the laying of sidewalks at Lot 1, and part of Lot 2, Section 2, Marie Avenue and improvements, Anne Arundel County, Maryland as follows:

Apportionment of Certificate	233.33
Interest from 3/24/52 - 9/16/52	6.69
	$240.02

Dated: September 23 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn, President

Filed 8 April 1953

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

* * * * * * * *

RE: UNIMPROVED LOT, WEST SIDE OF GOVERNOR RITCHIE HIGHWAY

RECEIVED Of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated September 22, 1952 in the within case as to the above property, representing payment on account of principal including interest on Receivership Certificate, Series C. dated August 3, 1951 and issued in connection with property known as Lot No. 4 and part of Lot No. 3, Section 2 and improvements, Marie Avenue, Anne Arundel County, Maryland, as follows:

Receivership Certificate Series C -	$8000.00	
Paid 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
Balance due on Principal	2877.41	
Amount paid on acct. of Certificate		$852.97

Dated: September 23 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert M. Engelhardt

By: J. David Lassahn, President

Filed 8 Sept. 1953

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

607

LIBER 84 PAGE 60

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
	*	

* * * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the sum of Three Hundred Twenty-five Dollars and forty cents ($325.40), representing payment of the following services and charges of the undersigned re: the following properties located on Marie Avenue, Anne Arundel County, Maryland:

Property	Amount	Purpose
1/2 of Lots 2 & 3, Sect. 2, Marie Ave.	$ 9.00	downspouts
" " " " " " " " " "	40.00	waterproof cellar
Lot 4, & part of Lot 3, Sect. 2, Marie Ave.	9.00	downspouts
" " " " " " " " "	40.00	waterproof cellar
Lot 1, & part of Lot 2, Sect. 2, Marie Ave.	40.00	waterproof cellar
Lot 7, Sect. 1, Marie Ave.	40.00	waterproof cellar
Lot 4 & part of Lot 3, Sect. 2 1/2 of Lots 2 & 3, Sect. 2 Lot 1 & part of Lot 2, Sect. 2, Marie Ave.	96.00	fill dirt in rear
Lot 4 & part of Lot 3, Sect. 2 1/2 of Lots 2 & 3, Sect. 2 Lot 1 & part of Lot 2, Sect. 2, Marie Ave.	51.40	oil in tanks
	$325.40	

Dated: September 13 1952.

TEST:

_____ Martin A. Sinsky (SEAL)

Filed 8 Apr, 1953

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

608

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN DeGRANGE et al

vs.

HENRY J. CLAUSS

In Equity
No. 14 Folio 199
Case No. 10154

* * * * *** * * *

RE: Balance of property described in Deed from 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, including fee simple unimproved lots, 5,6,7,8,9,10,11, 12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, And unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr. 1953

Received of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Five thousand four hundred eighty-two Dollars and seventy-nine cents ($5482.79) representing balance due in full, including interest, 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 571, covering unimproved 8.207 acre tract located in Fifth Election District, Anne Arundel County, Maryland, in the original sum of Eight thousand five hundred Dollars ($8500.00) in accordance with Order of this Court in the within case, as to this property, dated February 26, 1953.

Dated: March 3rd 1953.

ATTEST:

Herbert G. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

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.

609

LIBER 84 PAGE 62

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21, 22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, And unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr., 1953.

Received of John Demyan, Jr. and J. Calvin Carney, Receivers in the above entitled case, the following sum, pursuant to Order of Court dated February 26, 1953 in the within case as to the above property, representing payment of balance due in full, including interest on Receivership Certificate Series C. dated August 3, 1951, and issued in connection with property known as Lot No. 4, and part of Lot No. 3, Section 2, and improvements, Marie Avenue, Anne Arundel County, Maryland, as follows:

Balance due on principal of Certificate	$2553.03
Interest from 9/30/52 - 2/6/53	54.04
	$2607.07

Dated: March 3rd 1953.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert R. 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.

610

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23, 24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, And unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr., 1953.

Received of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated February 26, 1953 in the within case as to the above property, representing payment of balance due in full, including interest on Receivership Certificate Series A. dated July 30, 1951 and issued in connection with property known as parts of Lots 2 and 3, Section 2, and improvements, Marie Avenue, Anne Arundel County, Maryland, as follows:

Balance due on principal of Certificate	$2363.67
Interest from 10/14/52 - 2/6/53	44.92
	$2408.59

Dated: March 3rd 1953.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn, President

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

611

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9, 10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27, 28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, And unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 5 Mar., 1953.

Received of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated February 26, 1953 in the within case as to the above property, representing payment of balance due in full, including interest on Receivership Certificate Series H. dated March 24, 1952, and issued to cover cost of installation of pumps, etc. in properties on Marie Avenue, Anne Arundel County, Maryland, as follows:

Balance due on principal of Certificate	$101.14
Interest from 3/24/52 - 2/6/53	5.30
	$106.44

Dated: March 3rd 1953.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert H. Engelhardt

BY: J. David Lassahn, President

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

612

LIBER 84 PAGE 65

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20, 21,22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, AND unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr, 1953

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Four hundred twenty-one Dollars and thirteen cents ($421.13) being balance in full, including interest on such balance, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al dated March 14, 1951 and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040) this payment being in accordance with Order of Court in the within case dated February 26, 1953.

Dated: March 13 1953.

WITNESS:

Samuel Schenk

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Contracting Company

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

613

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: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14,15, 16,17,18,19,20,21,22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, And unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950 and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr, 1953

Received of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, pursuant to Order of Court dated February 26, 1953, in the within case, as to the above property, the sum of One thousand eight hundred forty-seven Dollars and six Cents ($1847.06), representing payment on account of monies advanced by the undersigned on behalf of the within receivership, the claim of the undersigned being established as a preferred claim in this proceeding and provision made for payment thereof as per Order of this Court in the within case dated November 25, 1952.

Dated: March 3rd 1953.

TEST:

Phyllis J. Smith
PHYLLIS J. SMITH

J. Calvin Carney (SEAL)

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

614

JOHN DeGRANGE et al LIBER 84 PAGE 67 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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

RECEIVED of J. Calvin Carney the sum of Three hundred twenty-seven Dollars and ninety-two Cents ($327.92), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 526, in the sum of Two hundred ninety-seven Dollars and three Cents ($297.03) payment being in accordance with Order of Court in this case, as to this property, dated October 28, 1952.

In consideration of this payment, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

Dated: November 1, 1952.

WITNESS: TALBOTT CONCRETE CO. Incorporated.

William J. Boehm

By James Talbott, President

Filed 8 Apr, 1953

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

615

LIBER 84 PAGE 68

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

In consideration of the payment of the sum of Three hundred twenty-seven Dollars and ninety-two Cents ($327.92), which sum includes interest on the lien hereinafter mentioned, to the undersigned by J. Calvin Carney, receipt whereof is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property, dated October 28, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County dated February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9 , folio 526 , in the sum of Two hundred ninety-seven Dollars and three Cents ($297.03) and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

Dated: November 1st, 1952.

Talbott Concrete Co., Inc.

William J. Boehm
Attorney for Lien Claimant

By James B. Talbott (SEAL)
James Talbott, President
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 1st day of November 1952, before me, a Notary Public of the State and County aforesaid, personally appeared James Talbott President of Talbott Concrete Co., Inc and acknowledged the foregoing Assignment of Mechanics' Lien to be his act and act of Talbott Concrete Co Inc.

AS WITNESS My Hand and Notarial Seal.

William J. Boehm
Notary Public

Filed 8 Apr., 1953

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

616

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

RECEIVED of J. Calvin Carney the sum of Two hundred sixty-three Dollars and eighty-seven Cents ($263.87), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and the property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 503, in the sum of Two hundred fifty-four Dollars ($254.00), payment being in accordance with Order of Court in this case, as to this property, dated October 28, 1952.

In consideration of this payment, the undersigned has assigned said lien and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

Dated: NOVEMBER 3, 1952.

WITNESS:

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

Jack C Diney

By Albert J Martinoli (SEAL)

Filed 8 Apr, 1953

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

617

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

Filed 8 Apr. 1953

In consideration of the payment of the sum of Two hundred sixty-three Dollars and eighty-seven Cents ($263.87), which sum includes interest on the lien hereinafter mentioned, to the undersigned by J. Calvin Carney, receipt whereof is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property, dated October 28, 1952, the undersigned hereby assigns Mechanics' Lien held against Henry J. Clauss et al and the property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County dated January 22, 1951 and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 503, in the sum of Two hundred fifty-four Dollars ($254.00), and the debt due thereunder, without recourse, to J. Calvin Carney, absolutely.

Dated: NOVEMBER 3, 1952..

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

Jack C. Doney
Attorney for Lien Claimant

By Albert J. Martinoli (SEAL)
Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 3rd day of NOVEMBER, 1952, before me, a Notary Public of the State and County aforesaid, personally appeared ALBERT MARTINOLI, One of the co-partners of Hosse & Martinoli and acknowledged the foregoing Assignment of Mechanics' Lien to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public

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

618

LIBER 84 PAGE 71

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION-F MEADOW ROAD, ANNE ARUNDEL COUNTY

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Nine hundred eighty-five Dollars ($985.00), representing payment in part of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, said lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 417, in the sum of Two thousand seven hundred sixty-four Dollars and fifty-two cents ($2,764.52) plus interest, and which lien the undersigned has released as to the extent of such payment by said Receivers, in accordance with Order of this Court, as to this property, dated October 28, 1952.

Dated: November 10X, 1952.

WITNESS:

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

Filed 8 April 1953

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

619

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 MEYERS AND CATHERINE D. MEYERS, HIS WIFE KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY

Filed 8 Apr., 1953

RECEIVED of J. Calvin Carney the sum of Two thousand eighty-two Dollars and twenty-three Cents ($2,082.23) being payment in part of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property of John Meyers and Catherine D. Meyers, his wife known as Lot 6, Section F, Meadow Road, Anne Arundel County, said lien being dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 417, in the sum of Two thousand seven hundred sixty-four Dollars and fifty-two Cents ($2764.52), plus interest, in accordance with Order of Court in this case, as to this property, dated October 28, 1952.

In consideration of this payment by the said J. Calvin Carney, the undersigned has assigned said Lien and the debt due thereunder, to the extent of this payment, without recourse to J. Calvin Carney, absolutely.

Dated: November 3rd, 1952.

WITNESS:

Amelia H. Tubman
Amelia H. Tubman

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

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

620

LIBER 84 PAGE 73

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 MEYERS AND CATHERINE D. MEYERS HIS WIFE, KNOWN AS LOT 6, SECTION F, MEADOW ROAD, ANNE ARUNDEL COUNTY.

In consideration of the payment of the sum of Nine hundred eighty-five Dollars ($985.00) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the above case, pursuant to Order of Court in this case, as to this property, dated October 28, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and the property of John Meyers and Catherine D. Meyers, his wife, known as Lot 6, Section F, Meadow Road, Anne Arundel County, dated December 30, 1950, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 417, in the original sum of Two thousand seven hundred sixty-four Dollars and fifty-two Cents ($2764.52) plus interest, to the extent of such payment.

In consideration of the payment of the sum of Two thousand eighty-two Dollars and twenty-three Cents ($2,082.23) by J. Calvin Carney to the undersigned, pursuant to the aforementioned Order of Court dated October 28, 1952, the undersigned hereby assigns said Mechanics' Lien and the debt due thereunder to the extent of such payment made by J. Calvin Carney, without recourse, to the said J. Calvin Carney, absolutely.

DATED: November 24, 1952.

John Demyan, Jr.
Attorney for Lien Claimant

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.
Lien Claimant

Filed 8 Apr., 1953

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

621

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this day of November, 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 Company, and acknowledged the aforegoing Partial Release and Assignment of Mechanics' Lien to be his act.

AS WITNESS My Hand and Notarial Seal.

Amelia H. Tubman

Notary Public *Amelia H. Tubman*

NOTARY PUBLIC

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

622

LIBER 84 PAGE 75

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: Sidewalks, Water Elimination, Etc.

Mr. Clerk:

Please file the attached Receipts from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers covering installation of water elimination system, etc. and sidewalks, as per Order of Court with respect thereto dated March 24, 1952.

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed 8 Apr., 1953.

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

623

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 76

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.

March 28, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 1 dated March 28, 1952 in the sum of One hundred seventy-five Dollars ($175.00) drawn on Account "H" in the name of said Receivers with The Bank of Glen Burnie, being full and final payment for installation of drain tile and sump pump in house on part of Lot No. 2 and part of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, Maryland.

I hereby certify that the above installation has been fully completed, that all claims for labor and materials with respect to such installation have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Filed 8 Apr., 1953.

624

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 77

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
SIX FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

March 28, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 2 dated March 28, 1952 in the sum of One hundred seventy-five Dollars ($175.00) drawn on Account "H" in the name of said Receivers with The Bank of Glen Burnie, being full and final payment for installation of drain tile and sump pump in house on Lot No. 1, Section 2, Marie Avenue, Anne Arundel County, Maryland.

I hereby certify that the above installation has been fully completed, that all claims for labor and materials with respect to such installation have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Filed 8 Apr., 1953.

625'

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 78

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.

March 28, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 3 dated March 28, 1952 in the sum of One hundred seventy-five Dollars ($175.00) drawn on Account "H" in the name of said Receivers with The Bank of Glen Burnie, being full and final payment for installation of drain tile and sump pump in house on Lot No. 7, Section 1, Marie Avenue, Anne Arundel County, Maryland.

I hereby certify that the above installation has been fully completed, that all claims for labor and materials with respect to such installation have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Filed 8 Apr, 1953.

626

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 79

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
SIXTH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

March 28, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 4 dated March 28, 1952 in the sum of Seven hundred Dollars ($700.00) drawn on Account "H" in the name of said Receivers with The Bank of Glen Burnie, being full and final payment for laying of front walk and curbing in front of properties on Lots 1, 2, 3, and 4, Section 2, Marie Avenue, Anne Arundel County, Maryland.

I hereby certify that the above work has been fully completed, that all claims for labor and materials with respect to said work have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Martin A. Sinsky

Filed 8 Apr., 1953.

627

TELEPHONE
PLAZA 8445

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.

March 28, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 5 dated March 28, 1952 in the sum of One hundred twenty-seven Dollars ($127.00) drawn on Account "H" in the name of said Receivers with The Bank of Glen Burnie, being full and final payment for installation of drain tile in the sum of One hundred sixteen Dollars and fifty cents ($116.50) and repair to sump pump in the sum of Ten Dollars and fifty cents ($10.50) or a total of One hundred twenty-seven Dollars ($127.00) in house on Lot No. 4, Section 2, Marie Avenue, Anne Arundel County, State of Maryland.

Filed 8 Apr., 1953.

I hereby certify that the above installation and repair have been fully completed, that all claims for labor and materials with respect to such installation and repair have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

628

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 7 and Improvements, Marie Avenue

Mr. Clerk:

Please file the attached Receipts in the above case being construction costs, as per Order of Court as to the above property, performed by Martin A. Sinsky for John Demyan, Jr. and J. Calvin Carney, Receivers.

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed 8 Apr., 1953

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

629

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 82

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.

December 1 , 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 2 dated November 28, 1951 in the sum of Four Hundred forty-nine Dollars and no Cents ($449.00) drawn on Account "E" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Labor - completing carpentry work and tiling kitchen floor	$281.00
Gutter and Spouting	108.00
Grading with Bulldozer	60.00
Total	$449.00

on account of written contract in the sum of Three thousand three hundred sixty-two Dollars and no Cents ($3,362.00) for completion of construction of property known as Lot No. 7, Section 1, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written contract.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr., 1953.

630

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 83

ATTORNEYS AT LAW
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
5TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

December 20 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 3 dated December 19th, 1951 in the sum of Five hundred twenty-eight Dollars and Fifty Cents ($528.50) drawn on Acoount "E" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Ceramic tile in bath	$290.00
Spanish tile in hearth	20.00
Sidewalks	137.50
Payroll	81.00
Total	$528.50

on account of written contract in the sum of Three thousand three hundred sixty-two Dollars and no Cents ($3,362.00) for completion of construction of property known as Lot No. 7, Section 1, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 84

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.

January 4, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 4 dated January 3, 1952 in the sum of Nine Hundred fifty Dollars ($950.00) drawn on Account "E" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Heating plant completed	$700.00
Regular payroll	250.00
Total	$950.00

on account of written contract in the sum of Three thousand three hundred sixty-two Dollars and no Cents ($3,362.00) for completion of constructionof property known as Lot No. 7, Section 1, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr., 1953

632

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 85

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.

January 18 19 52

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 5 dated January 17, 1952 in the sum of Seven hundred sixty-nine Dollars ($769.00) drawn on Account "E" in the name of said Receivers with the Bank of Glen Burnie, for the following work:

Plumbing complete $769.00

on account of written contract in the sum of Three thousand three hundred sixty-two Dollars and no Cents ($3,362.00) for completion of construction of property known as Lot No. 7, Section 1, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr. 1953

633

TELEPHONE
PLAZA 6448

LIBER 84 PAGE 86

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 26, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 6 dated February 26, 1952, in the sum of Six hundred fifty-eight Dollars and Seventy-one Cents ($658.72) drawn on Account "E" in the name of said Receivers with The Bank of Glen Burnie.

RECEIVED of J. Calvin Carney, check in the sum of Six Dollars and seventy-eight Cents ($6.78).

Said above payments being balance due on account of written contract in the sum of Three thousand three hundred sixty-two Dollars and no Cents ($3,362.00) for completion of construction of property known as Lot No. 7, Section 1, Marie Avenue, Glenburnie, Anne Arundel County, Maryland.

Contract price		$3362.00
Paid on account:		
12/1/51	$449.00	
12/24/51	528.50	
1 / 8/52	950.00	
1 /19/52	769.00	
check herewith of Receivers	658.72	3355.22
Balance due - check herewith of J. Calvin Carney		$ 6.78

I hereby certify that the above contract for completion of this property has been fully completed, that all claims for labor and materials with respect to such completion and contract have been fully paid and satisfied, and that there are no claims of any kind outstanding against this job.

Martin A. Sinsky

Filed 8 Apr., 1953

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LIBER 84 PAGE 87

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 Eight thousand nine hundred Dollars and ninety-eight Cents ($8,900.98), representing balance due, including interest, on Mortgage from Eva Clark, Unmarried 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, covering said Lot No. 7 and improvements, 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 July 16, 1952.

Dated: July 11 1952.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn, Pres.

Filed 8 Apr., 1953

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

635

LIBER 84 PAGE 88

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 AVE.

In consideration of the payment of the sum of Eight thousand nine hundred Dollars and Ninety-eight Cents ($8900.98), receipt where of is hereby acknowledged, being balance due, including interest, on Mortgage from Eva Clark, Unmarried 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, covering Lot No. 7 and improvements, 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 July 16th, 1952 in the within case, 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:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn, President.

Filed 8 Apr. 1953

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

636

LIBER 84 PAGE 89

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 One hundred eight Dollars and sixty-nine Cents ($108.69) representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 7, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 525, in the original sum of One hundred Dollars ($100.00) payment being in accordance with Order of Court in this case, as to this property, dated July 16, 1952.

Dated: July 17th 1952.

WITNESS:

WILLIAM H. BERGER & SONS.

By Elmer Berger (SEAL)
President

Filed 8 Oct 1953

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

637

LIBER 84 PAGE 90

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 One hundred eight Dollars and sixty-nine Cents ($108.69) 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 thiscase, 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 February 3, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 525, in the original sum of One hundred Dollars ($100.00).

Dated: July 17th 1952.

Filed 8 Apr, 1953

William H. Berger & Sons

Herbert E. Witz — By Elmer Berger (SEAL)
Partner

Attorney for Lien Claimant — Lien Claimant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Elmer H. 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.

Notary Public

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

638

LIBER 84 PAGE 91

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 One hundred eighty-one Dollars and Ninety-eight Cents ($181.98), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and Lot No. 7, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 506, in the original sum of Two hundred forty-seven Dollars and Twenty-five Cents ($247.25), payment being in accordance with Order of Court in this case, as to this property, dated July 16, 1952.

Dated: July 18th, 1952.

WITNESS:

Jack C. Dorsey

Ernest Hosse, Jr. and Albert Martinoli, trading as Hosse & Martinoli

By Albert J. Martinoli (SEAL)

Filed 8 Apr 1953

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

639

LIBER 84 PAGE 92

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 One hundred eighty-one Dollars and Ninety-eight Cents ($181.98) 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 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 January 26, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in J.H.H. No. 9, folio 506, in the original sum of Two hundred forty-seven Dollars and Twenty-five Cents ($247.25).

Filed 8 Apr 1953

Dated: July 18th 1952.

Ernest Hosse, Jr. and Albert Martinoli, Trading as Hosse & Martinoli

Jack C. Doney

Jack C. Doney

By Albert J. Martinoli (SEAL)

Attorney for Lien Claimant

Lien Claimant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 18th 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 ALBERT J. MARTINOLI One of the Partners of Hosse & Martinoli, and acknowledged the aforegoing Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Notary Public

LEE D. BARRON NOTARY PUBLIC ANNE ARUNDEL CO.

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

640

LIBER 84 PAGE 93

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 Thirty-one Dollars ($31.00), being payment in full of bill rendered to said Receivers by the undersigned for certain work to property known as Lot No. 7, and improvements, Marie Avenue, as per Contract of Sale dated May 2, 1952, as follows:

Repairing plaster cracks second floor and repainting ceiling	$12.00
Replacing new cellar door lock	7.00
Replacing storm door on cellarway and painting same	12.00
	$31.00

payment being in accordance with Order of Court in this case, as to this property, dated July 16, 1952.

Dated: July 17th 1952.

WITNESS:

Martin A. Sinsky (SEAL)
Martin A. Sinsky

Filed 8 Apr., 1953

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

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LIBER 84 PAGE 94

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 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 and improvements, Marie Avenue, Anne Arundel County, Maryland, as follows:

Interest from 2/6/52 - 7/15/52	$ 14.40
On account of principal of Certificate	3.11
	$ 17.51

Filed 8 Apr, 1953

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By J. David Lassahn, President

THE BELAIR ROAD BUILDING & LOAN ASSOCIATION INCORPORATED

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

642

LIBER 84 PAGE 95

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.

Mr. Clerk:

Please file the attached receipts from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers covering work done on the above property, as per Order of Court dated February 14, 1952 passed in this receivership proceeding as to this property.

John Demyan, Jr.

J. Calvin Carney
Receivers.

Filed 8 Apr, 1953

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

643

TELEPHONE
PLAZA 6445

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.

March 15 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 2 dated March 14, 1952 in the sum of Two thousand five hundred twenty-nine Dollars ($2,529.00) drawn on Account "G" in the name of said Receivers with the Bank of Glen Burnie, for the following work:

Gutter and Spouting Complete	$ 110.00
Heating complete	750.00
Sidewalks	140.00
Clearing land, bulldozing	60.00
Plumbing complete	859.00
Ceramic tile--bathroom floor	90.00
Regular payroll	520.00
	$2529.00

Filed 8 Apr., 1953.

on account of written contract in the sum of Three thousand six hundred twenty-five Dollars ($3,625.00) for completion of construction of property known as Lot No. 1, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

644

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.

June 10, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 3 dated June 10, 1952 in the sum of One thousand ninety-six Dollars ($1096.00) drawn on Account "G" in the name of said Receivers with The Bank of Glen Burnie, being final payment on account of written contract in the sum of Three thousand six hundred twenty-five Dollars ($3625.00) for completion of construction of property known as Lot No. 1, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland.

Filed 8 Apr., 1953

I hereby certify that the above contract for completion of this property has been fully completed, that all claims for labor and materials with respect to such work and said contract have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

6445

LIBER 84 PAGE 98

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 9, SECTION 1, 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 thirty-seven Cents ($102.37), representing payment in full of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot 9, Section 1, 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 July 29, 1952.

Dated: September 5 1952.

WITNESS:

Samuel Schenker

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Contracting Company

Filed 8 Apr, 1953

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

646

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 LOT NO. 9, SECTION 1, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated July 29, 1952 in the within case as to the above property representing payment of balance due in full, including interest on Receivership Certificate, Series E. dated October 20, 1951 and issued in connection with property known as Lot 7, Section 1 and improvements, Marie Avenue, Anne Arundel County, Maryland as follows:

Balance due on principal of Certificate	$540.39
Interest from 7/15/52 - 7/29/52	1.26
	$541.65

Dated: August 5th 1952.

ATTEST:

Herbert W. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By: J. David Lassahn
J. David Lassahn, President

Filed 8 Apr, 1953

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

647

LIBER 84 PAGE 100

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

* * * * * * *

RE: UNIMPROVED LOT NO. 9, SECTION 1, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the sum of Sixteen Dollars and Eighty Cents ($16.80), pursuant to Order of Court dated July 29, 1952 in the within case, being release charges in consideration of which payment the undersigned has executed a partial release 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, Maryland in Liber J.H.H. No. 555, folio 404 as to said unimproved Lot No. 9, Section 1, Marie Avenue, but retaining however, the lien of said mortgage on all other property therein described.

Dated: August 5th 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn, President

Filed 8 Oct, 1953

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

648

LIBER 84 PAGE 101

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

* * * * * * * * * *

RE: Lot 9, Section 1 and Improvements
Marie Avenue

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum, pursuant to Order of Court dated July 29, 1952 in the within case as to the above property representing payment on account of principal of apportionment, including interest on such apportionment of Receivership Certificate, Series H. dated March 24, 1952 against property known as Lot 7, Section 1 and improvements, Anne Arundel County, Maryland as follows:

Interest from 3/24/52 - 7/29/52	$ 3.65
On account principal of apportionment of Certificate	41.87
	$ 45.52

Dated: August 6th 1952.

ATTEST:

Herbert K. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

By: J. David Lassahn, President

Filed 8 Apr 1953

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

649

LIBER 84 PAGE 102

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. 9, SECTION 1, MARIE AVENUE

In consideration of the payment of the sum of One hundred two Dollars and thirty-seven Cents ($102.37) 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 9, Section 1, Marie Avenue (unimproved) said payment being in accordance with Order of Court in the within case dated July 29, 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 No. 9, Section 1, 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) to the extent of the aforementioned apportionment.

Dated: September 5th 1952.

Samuel Schenker
Attorney for Lien Claimant

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as Wiseman Contracting Company
Lien Claimant

Filed 8 April 1953

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

650

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 5th day of September 1952, before me, the subscriber, a Notary Public in and for the State and 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 F. Grierson

Notary Public Patricia F. Grierson

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

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LIBER 84 PAGE 104

JOHN DeGRANGE et al	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
HENRY J. CLAUSS	*	ANNE ARUNDEL COUNTY
	*	In Equity No. 14 Folio 199 Case No. 10154

* * * * * * * *

RE: Balance of property described in Deed from 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, including fee simple unimproved lots 5,6,7,8,9,10,11,12,13,14,15,16,17, 18,19,20,21,22,23,24,25,26,27,28,29, Section 2, Marie Avenue, as shown on Plat of Subdivision of Clauss property, Section No. 2, recorded among Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-9, Plat 12, AND unimproved fee simple lot known as westernmost one-half of Lot 6 on Plat of Johnson Farms recorded among Plat Records of Anne Arundel County in Plat Book 3, Page 39, Plat Cabinet 1, Rod L, Folio 9, and described in Deed from Catherine M. Lumsden to Henry J. Clauss dated May 19, 1950, and recorded among aforesaid Land Records in Liber J.H.H. No. 571, folio 77.

Filed 8 Apr., 1953

In consideration of the payment of the sum of Four hundred twenty-one Dollars and thirteen cents ($421.13) to the undersigned by John Demyan, Jr. and J. Calvin Carney, Receivers in the within case, receipt whereof is hereby acknowledged, which sum represents balance in full, including interest on such balance, of Mechanics' Lien hereinafter mentioned, said payment being in accordance with Order of Court in the within case dated February 26, 1953, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al dated March 14, 1951, and recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 10, folio 7, in the entire sum of One thousand forty Dollars ($1040.00).

Dated: March 13, 1953.

Samuel Schenker
Samuel Schenker
Attorney for Lien Claimant

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as Wiseman Contracting Company
Lien Claimant

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

65Z

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 13 day of March, 1953, 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.

Samuel Scheuber

Notary Public

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

653

LIBER 84 PAGE 106

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 Fifty-four Dollars and seventy-five Cents ($54.75), being payment in full of bill rendered to said Receivers by the undersigned for certain work to property known as Lot No. 1 and part of Lot No. 2, Section 2, Marie Avenue, Anne Arundel County, as per Contract of Sale dated June 26, 1952, 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
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

payment being in accordance with Order of Court in this case, as to this property, dated September 8, 1952.

Dated: September 11, 1952.

WITNESS:

_____

Martin A. Sinsky (SEAL)

Filed 8 Apr, 1953.

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

654

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

* * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, check in the sum of Twenty Dollars ($20.00) drawn on said Receivers' Account designated as "Miscellaneous" with the Bank of Glenburnie, representing payment in full of bill heretofore rendered by the undersigned to said Receivers and being auctioneer's fee in the matter of sale of Dodge truck due the undersigned, which truck was one of the assets of the within receivership estate; this payment being in accordance with Order of Court in the within case dated November 25th, 1952, which established certain claims in this Receivership proceeding as preferred claims against the Estate and provided for payment thereof.

Dated: March 24, 1953.

TEST:

Robert Henry Campbell (SEAL)

Sworn to before a Notary Public this 24 day of March - 1953.

Harry E. Avery
Notary Public

My Commission Expires
May - 1954

Filed March 24, 1953

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

6 53'

LIBER 84 PAGE 108

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

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

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, check in the sum of Four Dollars and Forty-one Cents ($4.41) drawn on said Receivers' Account designated as "Miscellaneous" with the Bank of Glenburnie, representing payment in full of bill heretofore rendered said Receivers for the publication of an advertisement re: sale of unimproved lots located on Marie Avenue, being part of the assets of this Receivership Estate, by the undersigned; this payment being in accordance with Order of Court in the above case dated November 25th, 1952, which established certain claims in this Receivership as preferred claims against the Estate and provided for payment thereof.

Dated: December [illegible], 1952.

ATTEST: THE CAPITAL-GAZETTE PRESS, INC.

_____ By Robt B Lorman

Filed 8 Apr, 1953

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

656

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

* * * * * * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, check in the sum of Thirty-one Dollars and forty-five Cents ($31.45) drawn on said Receivers' Miscellaneous Account with The Bank of Glenburnie, representing payment in full of bill for court costs rendered by the undersigned to said Receivers in the case of Henry J. Clauss vs. William E. Dicus, in the Circuit Court for Anne Arundel County, In Equity, No. 9761, as per Decree and Order of Satisfaction in said case; this payment being in accordance with Order of Court in the within case dated November 25th, 1952, which established certain claims in this receivership proceeding as preferred claims against the Estate and provided for payment thereof.

Dated: December 9, 1952.

ATTEST:

Eleanor L. Owings — John H. Hopkins, III (SEAL)
John H. Hopkins, III, Clerk

Filed 8 Apr., 1953.

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

65'7

LIBER 84 PAGE 110

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

* * * * * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above--entitled case, check in the sum of Fifty-two Dollars ($52.00) drawn on said Receivers' Miscellaneous Account with The Bank of Glenburnie, representing payment in full of bill heretofore rendered by the undersigned to said Receivers for stenographic transcripts of testimony taken in connection with this receivership proceeding; this payment being in accordance with Order of Court in the within case dated November 25th, 1952, which established certain claims in this receivership proceeding as preferred claims against the Estate and provided for payment thereof.

Dated: December 8, 1952.

ATTEST:

George J. Crowley — Katharine H. McCutchan (SEAL)
Katharine H. McCutchan

Filed 8 Apr. 1953

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

658

LIBER 84 PAGE 111

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

* * * * * * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above--entitled case, check in the sum of One hundred fifty-one Dollars and twenty-two Cents ($151.22) drawn on said Receivers' Miscellaneous Account with The Bank of Glenburnie, representing payment in full of monies advanced by the undersigned on behalf of the within receivership, as follows:

Recording Mechanics' Lien Release	.50	
Katharine H. McCutchan, Court Stenographer	12.00	
White House - signs	138.72	151.22

this payment being in accordance with Order of Court in the within case dated November 25th, 1952, which established certain claims in this Receivership proceeding as preferred claims against the Estate and provided for payment thereof.

Dated: December 8th, 1952.

ATTEST:

Amelia H. Tubman

Amelia H. Tubman

John Demyan, Jr. (SEAL)

Filed 8 Apr 1953.

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

659

LIBER 84 PAGE 112

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

* * * * * * * * * * *

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above--entitled case, check in the sum of Two hundred thirty-one Dollars and twenty-nine Cents ($231.29) drawn on said Receivers' Miscellaneous Account with The Bank of Glenburnie, representing payment on account of monies advanced by the undersigned on behalf of the within receivership; this payment being in accordance with Order of Court in the above case dated November 25th, 1952, which established certain claims in this receivership proceeding as preferred claims against the Estate and provided for payment thereof.

Dated: December 5, 1952.

ATTEST:

Phyllis J. Smith

PHYLLIS J. SMITH

J. Calvin Carney (SEAL)

Filed 8 Apr., 1953.

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

660

LIBER 84 PAGE 113

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 WILLIAM H. WINGATE and EDNA V. WINGATE, his wife - LOTS 72, 73, 74 and 75, BALTIMORE HIGHLANDS (3015 GEORGIA AVENUE), BALTIMORE COUNTY.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, the following sum , pursuant to Order of Court dated January 17, 1952, in the within case as to the above property, representing payment of principal amount in full, including interest on Receivership Certificate Series B dated August 2, 1951, and issued in connection with property of William H. Wingate and Edna V. Wingate, his wife - Lots 72, 73, 74 and 75, Baltimore Highlands (3015 Georgia Avenue), Baltimore County, Maryland, as follows:

Principal amount of Certificate	$600.00
Interest	13.50
Total amount	$613.50

Dated: January 17, 1952.

ATTEST:

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

Herbert H. Engelhardt

By J. David Lassahn
J. David Lassahn, President.

Filed 8 Apr., 1953

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

661

LIBER 84 PAGE 114

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. 4 and part of Lot 3, Section 2, Marie Avenue.

Mr. Clerk:

Please file the attached receipts from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers representing work done on the above property as per Order of Court.

Filed 8 Apr. 1, 1933.

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.

662

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 115

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.

November 1 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss, Check No. 2 dated October 26, 1951 in the sum of Two thousand eight Dollars and eighty-three Cents ($2008.83) and drawn on Account "C" in the name of said Receivers with the Bank of Glen Burnie for the following work:

Concrete floor in cellar	$ 325.00
Cellar entrance	80.00
Back steps	70.00
Flagstone platform	15.00
Cellar steps, bridging and squaring, replacing bad studs and nailing joist bridging, glazing cellar windows and installing sills for same	158.00
Stuccoing	260.83
Lathing and metal riting	300.00
Roughing in plumbing	800.00
Total	$ 2008.83

Filed 8 Apr., 1953.

on account of written contract in the sum of Six Thousand six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per estimate submitted.

I hereby certify that the above work for which payment has been made has been fully completed and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Martin A. Sinsky

663

TELEPHONE
PLAZA 8445

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.

December 19 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 3 dated November 28, 1951 in the sum of Eight hundred eighty-six Dollars and Eighty-six Cents ($886.86) drawnon Account "C" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Plastering - complete	$661.86
Roughing in electric	180.00
Grading with bulldozer	45.00
Total	$886.86

on account of written contract in the sum of Six Thousand Six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above wok for which payment has been made, has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr., 1953

664

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 117

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
6TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

December 19 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the case of John DeGrange etal 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, Check No. 4 dated December 19th, 1951 in the sum of Seven hundred eighty-one Dollars and Fifty Cents ($781.50) drawn on Account "C" in the aame of said Receivers with The Bank of Glen Burnie, for the following work:

Ceramic tile in bath	$290.00
Payroll	425.00
Gutter And Spouting	66.50
Total	$781.50

on account of written contract in the sum of Six Thousand Six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate submitted.

I hereby certify that the above work for which payment has been made has been fully oompleted, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr., 1953.

665

TELEPHONE
PLAZA 6445

LIBER 84 PAGE 118

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.

January 6 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 5 dated January 3, 1952 in the sum of Eight hundred seventeen Dollars and fifty cents ($817.50) drawn on Account "C" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Sidewalks	$137.50
Plumbing completed	680.00
Total	$817.50

on account of written contract in the sum of Six thousand six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made, has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Martin A. Sinsky

Filed 8 Apr., 1953.

666

TELEPHONE
PLAZA 8445

LIBER 84 PAGE 119

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
SIX FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

January 10 52.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 6 dated January 17, 1952 in the sum of Seven hundred Dollars ($700.00) drawn on Account "C" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Heating complete $700.00

on account of written contract in the sum of Six thousand six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made, has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr. 1953.

667

TELEPHONE
PLAZA 6445

LIBER 84 PAGE 120

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
6TH FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

February 20 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 7 dated February 20, 1952, in the sum of One thousand three hundred forty-two Dollars and Thirty-one Cents ($1,342.31) drawn on Account "C" in the name of said Receivers with The Bank of Glen Burnie, being final payment on account of written contract in the sum of Six thousand Six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, retaining, however, the sum of One hundred fifty Dollars ($150.00) of said contract price for the completion of sanding of floors of said property and touching up painting after sanding.

Filed 8 Apr., 1953.

Contract price		$6687.00
Paid on account:		
10/30/51	$2008.83	
12/ 1/51	886.86	
12/24/51	781.50	
1 / 8/52	817.50	
1 /19/52	700.00	
check herewith	1342.31	6537.00
Balance withheld re: sanding, etc.		$ 150.00

I hereby certify that the above contract for completion of this property has been fully completed, with the exception of the sanding of floors as aforesaid, that all claims for labor and materials with respect to such completion and said contract have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

668

TELEPHONE
PLAZA 8445

LAW OFFICES
J. CALVIN CARNEY
J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
SIX FLOOR CENTRAL SAVINGS BANK BLDG.
SOUTHEAST CORNER CHARLES & LEXINGTON STS.
BALTIMORE-2, MD.

April 4, 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 8 dated April 4, 1952, in the sum of One hundred fifty Dollars ($150.00) drawn on Account "C" in the name of said Receivers with The Bank of Glen Burnie, being final payment on account of written contract in the sum of Six thousand Six hundred eighty-seven Dollars and no Cents ($6,687.00) for completion of construction of property known as Lot No. 4, Section 2, Marie Avenue, Glen Burnie, Anne Arundel County, Maryland, being sum retained by Receivers for completion of sanding of floors of said property and touching up paint after sanding, as set forth in Receipt dated February 20, 1952.

I hereby certify that the above contract for completion of this property has been fully completed, that all claims for labor and materials with respect to such work and said contract have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Martin A. Sinsky

Filed 8 Apr., 1952

669

LIBER 84 PAGE 122

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. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Five hundred thirty Dollars ($530.00), being two years' premium on Receivers' bond in the within matter totalling Five hundred Dollars ($500.00) and premium on corporate bond against Mechanics' Liens covering property known as part of Lots 2 and 3, Section 2, Marie Avenue in the sum of Thirty Dollars ($30.00), payment being in accordance with Order of Court in this case, as to the above captioned property, dated September 30, 1952.

Dated: October 11, 1952.

WITNESS:

Virginia Merritt

John H. Hopkins, IV. (SEAL)

Filed Oct 1, 1953

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

LIBER 84 PAGE 123

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. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the sum of Eight Thousand Five Hundred Sixty-two Dollars and Fifty-five Cents ($8,562.55) pursuant to Order of Court dated September 30, 1952 in the within case as to the above property, representing payment in full of balance due, including interest on 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, Maryland, in Liber J.H.H. 593, folio 531 in the original sum of Eight thousand Dollars ($8,000.00 in consideration of which payment the undersigned Association has executed full release thereof.

Dated: October 1st 1952.

ATTEST:

Phyllis Smith

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn
J. David Lassahn, President

Filed 8 Oct., 1953.

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

671

LIBER 84 PAGE 124.

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. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, 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 thousand five hundred sixty-two Dollars and eighty-eight cents ($1,562.88), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot 4, and part of Lot 3, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 359, in the original sum of One thousand four hundred fourteen Dollars and thirty-seven Cents ($1,414.37), payment being inaccordance with Order of Court in this case, as to said property, dated September 30, 1952.

Dated: October 31 1952.

WITNESS:

Amelia H. Tubman
Amelia H. Tubman

F. Ward DeGrange (SEAL)
F. Ward DeGrange Surviving Partner of DeGrange Lumber Co.

Filed 8 Apr. 1953

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

672

LIBER 84 PAGE 125

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. 4, AND PART OF LOT NO. 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE

In consideration of the payment of the sum of One thousand five hundred sixty-two Dollars and eighty-eight Cents ($1562.88), 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 whereof is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property, dated September 30, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot 4, and part of Lot 3, 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 Liber J.H.H. No. 9, folio 359, in the original sum of One thousand four hundred fourteen Dollars and thirty-seven Cents ($1414.37).

Dated: October 3rd, 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 3rd day of October, 1952, before me, the subscriber, a Notary Public of the State and 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 4 Apr. 1953

AMELIA H. TUBMAN NOTARY PUBLIC

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

673

LIBER 84 PAGE 126

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. 4, AND PART OF LOT NO. 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, 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 sixty-four Dollars and ninety-three Cents ($164.93), 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. 4 and part of Lot No. 3, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 522, in the original sum of One hundred fifty Dollars ($150.00), payment being in accordance with Order of this Court, in the within case, as to said property, dated September 30, 1952.

Dated: October 6th 1952.

WITNESS: William H. Berger & Sons

By Elmer Berger (SEAL)
Partner

Filed 8 Apr., 1953.

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

674

JOHN DeGRANGE et al LIBER 84 PAGE 127 IN THE

vs. * CIRCUIT COURT

HENRY J. CLAUSS * FOR

* ANNE ARUNDEL COUNTY

* In Equity
No. 14 Folio 199
Case No. 10154

* * * * * * * * * *

RE: LOT NO. 4, AND PART OF LOT NO. 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

In consideration of the payment of the sum of One hundred sixty-four Dollars and ninety-three cents ($164.93) 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 30, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as Lot 4, and part of Lot 3, 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 Liber J.H.H. No. 9, folio 522, in the original sum of One hundred fifty Dollars ($150.00).

Filed 8 Apr., 1953

Dated: October 6th, 1952.

William H. Berger & Sons

Herbert E. Witz

By Elmer Berger (SEAL)
Partner

Attorney for Lien Claimant Lien Claimant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared 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.

Notary Public

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

675

LIBER 84 PAGE 128.

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. 4, AND PART OF LOT NO. 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, 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 three Dollars and twenty-nine Cents ($103.29) representing payment in full of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as Lot 4, and part of Lot 3, Section 2, Marie Avenue, as apportioned against said 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 inJ.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 said property, dated September 30, 1952.

Dated: October 4, 1952.

WITNESS:

Samuel Schenker

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Contracting Company

Filed Oct. 6, 1952

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

676

LIBER 84 PAGE 129

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. 4, AND PART OF LOT NO. 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

In consideration of the payment of the sum of One hundred three Dollars and twenty-nine cents ($103.29) 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. 4 and part of Lot No. 3, Section 2, Marie Avenue, said payment being in accordance with Order of Court in this case dated September 30, 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 No. 4, and part of Lot No. 3, 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: October 4, 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 4th day of October, 1952, before me, the subscriber, a Notary Public of the State and 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 F. GRIERSON NOTARY PUBLIC ANNE ARUNDEL COUNTY

Patricia F. Grierson
Notary Public

Filed 8 Apr., 1953

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

677

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. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

Filed 8 Apr., 1953

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the following sums, pursuant to Order of Court dated September 30, 1952 in the within case as to the above property:

A. representing payment of apportionment, including interest of Receivership Certificate Series H dated March 24, 1952 as to property known as Lot No. 4 and part of Lot No. 3, and improvements, Section 2, Marie Avenue, Anne Arundel County, Maryland for installation of water system, etc. as follows:

Apportionment of Certificate	$127.00
Interest from 3/24/52 - 9/30/52	3.94
	$130.94

B. representing payment of apportionment of aforesaid certificate, including interest, for the laying of sidewalks at the aforesaid property as follows:

Apportionment of Certificate	233.33
Interest from 3/24/52 - 9/30/52	7.25
	$240.58

Dated: October 1st 1952.

ATTEST: BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

P Lyus Smith

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.

678

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. 4, AND PART OF LOT 3, SECTION 2, MARIE AVENUE AND PART OF LOT NO. 1, SECTION 1, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the sum of Three Hundred Thirty-one Dollars and Nine cents ($331.09), pursuant to Order of Court dated September 30, 1952 in the within case as to the above property, representing payment on account of Receivership Certificate Series C dated August 3, 1951 and issued in connection with property known as Lot No. 4 and part of Lot No. 3, Section 2 and improvements, Marie Avenue, Anne Arundel County, Maryland as follows:

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
balance due on prin. with int. from 9/30/52	2553.03	
		$331.09

Dated: October 1st 1952.

ATTEST:

Phyllis Smith

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn

J. David Lassahn, President

Filed 8 Apr, 1953

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

679

LIBER 84 PAGE 132

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: Easternmost 39 feet of Lot No. 2, and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue.

MR. CLERK:

Please file the attached Receipts from Martin A. Sinsky to John Demyan, Jr. and J. Calvin Carney, Receivers in connection with work performed on the above property, as per Order of Court.

John Demyan, Jr.

J. Calvin Carney
Receivers

Filed 8 Apr. 1953

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

680

TELEPHONE
PLAZA 8445

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.

November 1st, 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss, Check No. 1 dated October 26, 1951, in the sum of Five Hundred eighty-nine Dollars and no Cents ($589.00) and drawn on Account "A" in the name of said Receivers with The Bank of Glen Burnie for the following work:

Flagstone platform	$ 15.00
Cementing cellar	250.00
Regular crew payroll	324.00
Total	$ 589.00

on account of written contract in the sum of Seven Thousand Five Hundred one Dollars and no Cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per estimate submitted.

I hereby certify that the above work for which payment has been made has been fully completed and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Jan., 1953

681

TELEPHONE
PLAZA 8445

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.

December 2 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney Receivers of Henry J. Clauss 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, Check No. 2 dated November 28, 1951 in the sum of One thousand five hundred eighty-one Dollars ($1,581.00) drawn on Account "A" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Lathing and Metal Riting	$300.00
Roughing in plumbing	500.00
Roughing in Electric	150.00
Roughing in Heating	170.00
Grading with Bulldozer	60.00
Gutter and Spouting	108.00
Regular payroll	293.00
	$1581.00

on account of written contract in the sum of Seven thousand five hundred one Dollars and no Cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr. 1953.

682

TELEPHONE
PLAZA 8448

LIBER 84 PAGE 135

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.

December 27 1951.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 3 dated December 19, 1951 in the sum of Four hundred twenty-seven Dollars and Fifty Cents ($427.50) drawn on Account "A" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Ceramic tile in bath	$290.00
Sidewalks	137.50
Total	$427.50

on account of written contract in the sum of Seven thousand five hundred one Dollars and no Cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Martin A. Sinsky

Filed 8 Apr. 1953

683

TELEPHONE
PLAZA 8448

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.

January 30 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 4 dated January 17, 1952 in the sum of Nine hundred ninety Dollars ($990.00) drawn on Account "A" in the name of said Receivers with The Bank of Glen Burnie, for the following work:

Plastering complete	$610.00
Regular payroll	380.00
	$990.00

on account of written contract in the sum of Seven thousand five hundred one Dollars and no Cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 Apr, 1953.

684

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.

March 15 1952.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, Check No. 5 dated March 14, 1952 in the sum of One thousand nine hundred ten Dollars ($1,910.00) drawn on Account "A" in the name of said Receivers with the Bank of Glen Burnie, for the following work:

Plumbing complete	$580.00
Heating complete	700.00
Regular payroll	630.00
	$1910.00

on account of written contract in the sum of Seven thousand five hundred one Dollars and no Cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2, 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as per written estimate.

I hereby certify that the above work for which payment has been made has been fully completed, and that all bills for labor and materials in connection with the above work have been fully paid and satisfied.

Martin A. Sinsky

Filed 8 apr., 1953.

685

TELEPHONE
PLAZA 8445

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.

April 4, 1952

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss 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, check No. 6 dated April 4, 1952 in the sum of Two thousand three Dollars and fifty Cents ($2003.50) drawn on Account "A" in the name of said Receivers with The Bank of Glen Burnie, being final payment on account of written contract in the sum of Seven thousand five hundred one Dollars and no cents ($7,501.00) for completion of construction of property known as 1/2 of Lot No. 2 and 1/2 of Lot No. 3, Section 2, Marie Avenue, Glenburnie, Anne Arundel County, Maryland, as follows:

Contract price		$7501.00
Paid on account:		
10/30/51	$ 589.00	
12/ 1/51	1581.00	
12/24/51	427.50	
1 /19/52	990.00	
3 /15/52	1910.00	5497.50
Balance herewith		$2003.50

I hereby certify that the above contract for completion of this property has been fully completed, that all claims for labor and materials with respect to such completion and said contract have been fully paid and satisfied, and that there are no claims for labor and materials outstanding against said job.

Martin A. Sinsky

Filed 8 Apr. 1953.

686

LIBER 84 PAGE 139

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERN-MOST 37-1/2 FEET OF LOT NO. 3, 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 Two hundred forty-nine Dollars and fifty-two Cents ($249.52) being payment in full of bills heretofore rendered by the undersigned for publication of the following items in the newspapers of the undersigned; on behalf of the within Receivership proceeding:

Order of Publication		$126.24
Notice to Creditors		8.00
Advertisement of houses for sale		35.28
Nisi Orders on sales:		
Lot 8, Marie Avenue	8.00	
Lot 11, " "	8.00	
Lots 30, 31 and 32, Sect.2, Marie Avenue	8.00	
Lots 4 and 6, Marie Ave.	8.00	
Lot 7, Marie Avenue	8.00	
Lot 9, Marie Avenue	8.00	
Lot 5067, Ritchie Hgwy.	8.00	
Lot 1, Sect. 2, Marie Ave.	8.00	
Lot 4, Sect. 2, Marie Ave.	8.00	
Lots 2 & 3, Sect. 2, Marie Ave.	8.00	80.00
Total		$249.52

payment being in accordance with Order of Court in this case, as to this property, dated October 15, 1952.

Dated: October 21, 1952.

ATTEST: THE CAPITAL-GAZETTE PRESS, INC.

Helene P. White By W. D. LaMar
Order Manager

Filed 8 Apr, 1953

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

687

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

Filed 8 Apr., 1953.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of Thirty-eight Dollars ($38.00), being payment in full of bill rendered to said Receivers by the undersigned for certain work to property known as easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, as per Contract of Sale dated June 26, 1952, as follows:

Pipe in rear yard emanating from sump pump	$38.00
Plaster bathroom tile behind door	no charge
Repaint front door	" "
Complete thermostat installation	" "
Vent (air) in downstairs bedroom and living room inoperative	" "
Fill dirt in rear yard	" "
Install lighting fixtures in bathroom	" "
Check tar paper shingled roof	" "
Install lock on bathroom door	" "
Total	38.00

payment being in accordance with Order of Court in this case, as to this property, dated October 15, 1952.

Dated: October 16 1952.

WITNESS:

_____ Martin A. Sinsky (SEAL)

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

688

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: EASTERNMOST 39-FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case, pursuant to Order of Court dated October 15, 1952 in the above case as to the above property, the sum of Eight Thousand Six Hundred Eighty-one Dollars and Thirty-three Cents ($8681.33), being balance due in full, including interest on mortgage from Henry J. Clauss to Belair Road Building and Loan Association, Incorporated dated November 21, 1950 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 600, folio 487 in the original sum of Eight Thousand Dollars ($8,000.00), in consideration of which payment said Association has executed a full release thereof.

Dated: October 21 1952.

ATTEST:

Herbert W. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn

J. David Lassahn, President

Filed 8 Apr, 1953

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

689

LIBER 84 PAGE 142

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: EASTERNMOST 39 FEET OF LOT NO. 2, and WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

Filed 8 April, 1953

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers of Henry J. Clauss in the above-entitled case, the sum of One thousand two hundred thirteen Dollars and eighty-nine Cents ($1,213.89), representing payment in full, including interest, of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, recorded among the Mechanics' Lien Records of Anne Arundel County in Liber J.H.H. No. 9, folio 353, in the original sum of One thousand ninety-six Dollars and twenty-three Cents ($1,096.23), payment being in accordance with Order of Court in this case, as to said property, dated October 15, 1952.

Dated: October 21st, 1952.

WITNESS:

Amelia H. Tubman — Amelia H. Tubman

F. Ward DeGrange (SEAL)
F. Ward DeGrange, Surviving Partner of DeGrange Lumber Co.

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

690

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

Filed 8 April 1953

In consideration of the payment of the sum of One thousand two hundred thirteen Dollars and eighty-nine Cents ($1213.89), 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 whereof is hereby acknowledged, said payment being made in accordance with Order of Court in this case, as to this property dated October 15, 1952, the undersigned hereby releases Mechanics' Lien held against Henry J. Clauss et al and property known as easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, 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 Liber J.H.H. No. 9, folio 353, in the original sum of One thousand ninety-six Dollars and Twenty-three Cents ($1096.23).

Dated: October 21, 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 21st day of October, 1952, before me, the subscriber, a Notary Public of the State and 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

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 84 PAGE 144

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: EASTERNMOST 39 FEET OF LOT NO. 2, AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, 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 three Dollars and fifty-three Cents ($103.53) representing payment in full of Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property known as easternmost 39 feet of Lot No. 2, and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, as apportioned against said 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 Liber 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 dated October 15, 1952 in the within case, as to this property.

Dated: October 11, 1952.

WITNESS:

Samuel Schenker

Frederick Wiseman (SEAL)
Frederick Wiseman, trading as
Wiseman Comtracting Company

Filed & Rec., 1953

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

692

LIBER 84 PAGE 145

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

In consideration of the payment of the sum of One hundred three Dollars and fifty-three Cents ($103.53) 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 easternmost 39 feet of Lot No. 2 and westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, said payment being in accordance with Order of Court in this case dated October 15, 1952, as to this property, the undersigned hereby releases Mechanics' Lien held by the undersigned against Henry J. Clauss et al and property as aforesaid, 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: October 31, 1952.

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 31st day of October, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Frederick Wiseman, trading as Wiseman Contractin g Company, and acknowledged the aforegoing Partial Release to be his act.

AS WITNESS My Hand and Notarial Seal.

Patricia F. Grierson
Notary Public

Filed 4 Nov., 1953

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

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LIBER 84 PAGE 146

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: EASTERNMOST 39 FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the following sum pursuant to Order of Court dated October 15, 1952 in the within case as to the above property:

A. representing payment of apportionment, including interest of Receivership Certificate, Series H. dated March 24, 1952 as to property Easternmost 39 feet of Lot No. 2, and Westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, Maryland for installation of water elimination system:

Apportionment of Certificate	$175.00
Interest from 3/24/52 - 10/14/52	5.83
	$180.83

B. representing payment of apportionment of aforesaid certificate, including interest for the laying of sidewalks at aforesaid property as follows:

Apportionment of Certificate	233.33
Interest from 3/24/52 - 10/14/52	7.78
	$241.11

Dated: October 21 1952.

ATTEST:

Herbert E. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn, President

Filed 8 April 1953

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

694

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

* * * * * * * * * *

RE: EASTERNMOST 39-FEET OF LOT NO. 2 AND WESTERNMOST 37-1/2 FEET OF LOT NO. 3, SECTION 2, MARIE AVENUE.

RECEIVED of John Demyan, Jr. and J. Calvin Carney, Receivers in the above-entitled case the following sum, pursuant to Order of Court dated October 15, 1952 in the within case as to the above property representing payment on account of Receivership Certificate, Series A. dated July 30, 1951 and issued in connection with property, Easternmost 39 feet of Lot No. 2 and Westernmost 37-1/2 feet of Lot No. 3, Section 2, Marie Avenue, Anne Arundel County, Maryland, as follows:

Receivership Certificate Series A issued to complete property	$7102.05	
Paid on acct. princ. 1/31/52	4431.68	
Balance on principal	2670.37	
Interest from 1/31/52 to 10/14/52		$113.04
Paid on acct. principal		- 306.70
Total amount paid on acct. of Certificate		- $419.74
Paid on acct. principal 10/14/52	306.70	
Balance due acct. prin. with interest from 10/14/52	2363.67	

Dated: October 21 1952.

ATTEST:

Herbert F. Engelhardt

BELAIR ROAD BUILDING AND LOAN ASSOCIATION, INCORPORATED

BY: J. David Lassahn

J. David Lassahn, President

Filed 8 Apr. 1953

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

695

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

* * * * * * * * * *

To the Honorable, the Judge of said Court:

The petition of John Demyan, Jr. and J. Calvin Carney, Receivers herein, respectfully shows:

1. They have reduced to cash all the assets of said Henry J. Clauss; and, pursuant to Orders of this Court, have paid said funds to secured and preferred creditors; that partial accountings have been made from time to time and receipts have been filed in this case for all payments made.

2. That there remains open the following items:

Baltimore American - advertising unimproved lots (paid by J. Calvin Carney who should be reimbursed)	$18.72
Edward J. Dyas - preparation of tax returns, etc.	65.00
Capital Gazette Press, Inc. Order Nisi on sale of unimproved lots to DeGrange	8.00
Advertising - unimproved lots on Marie Avenue	4.41
Edward N. C. Bradley, appraiser	150.00
Herbert F. Engelhardt, appraiser	150.00
John H. Hopkins, IV - bond premium	25.00

All of the above items are administration costs of this receivership.

3. That the collections of the Receivers herein as shown by the reports of sale herein and other papers filed in this case are as follows:

Filed 8 Apr., 1953.

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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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	Sale Price
Lots 4 & 6, Marie Ave., (Unimproved)	$ 1500.00
Lot 7, Marie Avenue & improvements	12000.00
Lot 8, Marie Avenue & improvements	10968.00
Lot 9, Marie Avenue (Unimproved)	700.00
Lot 11, Marie Ave. (Unimproved)	500.00
Lot 1, Sect. 2, Marie Avenue & improvements	11500.00
Lots 2 & 3, Sect. 2, Marie Avenue & improvements	11000.00
Lot 4, Sect. 2, Marie Avenue & improvements	11500.00
Lot on Gov. Ritchie Highway (Unimproved)	7750.00
Lots 30, 31 & 32, Sect. 2, Marie Ave. (Unimproved)	2000.00
25 lots, Sect. 2, Marie Avenue, (Unimproved) and 1/2 Lot 6, Plat of Johnson Farms (Unimproved)	12800.00
Second Mortgage from Henry Mack, et al to Receivers	14943.90
Payment from Wm. H. Wingate & wife to Receivers	2104.64
Payment from John Meyers & wife to Receivers	985.00 -10/6
Sale of Dodge truck	550.00
Settlement Dicus Lien claim	250.00
Sale of Tool house	10.00
Collection from George Rogers	51.25
	$101,112.79

That commissions on aforesaid sum amount to Two thousand Eighteen Dollars and Twenty-six Cents ($2018.26), which amount said Receivers have agreed to accept as and for their compensation herein.

4. Louis M. Strauss and Charles G. Page, counsel for said Receivers, appointed by order of this Court, have performed substantial services as appears from papers filed herein; that said services inured to the benefit of this estate and should be paid for by this estate; that subject to the approval of this

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J. CALVIN CARNEY, JR.
BLANCHARD D. CARNEY
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BALTIMORE 2, MD.

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Court, the Receivers and counsel have agreed that said counsel for said Receivers shall receive herein as fee for their services, the sum of Two Thousand Eighteen Dollars and Twenty-six Cents ($2018.26), being amount equal to compensation of said Receivers, which sum your Receivers and said counsel believe to be fair and reasonable for said services; that the Receivers and said counsel have administered this estate with the utmost economy and with desire to keep the costs of said receivership to a minimum.

5. In addition to the above items, the following items are open and unpaid:

Court costs	
Auditor's fee	
Receivers' commissions	$2018.26
Counsel fees	2018.26

6. As heretofore stated, all the funds received by your Receivers have been disposed of pursuant to orders of Court; this was done from time to time in order to more efficiently operate said receivership and prevent the running of interest; with the understanding that upon closing such receivership, J. Calvin Carney would advance and pay sufficient monies to meet the aforesaid open items and have a general creditor's claim for such amount against the receivership; said J. Calvin Carney, individually, has agreed to advance and pay said sums and to accept a general creditor's claim against said receivership for such sums and to seek reimbursement from persons who may be liable to him; that there will be no distribution to general creditors, as all the funds in this receivership have been consumed by preferred and secured creditors; that your Receivers desire to have the papers herein referred to the standing auditor of this Court for the purpose of stating an auditor's account.

Wherefore, your petitioners pray this Court may pass a proper order in the premises.

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

And as in duty bound, etc.

Louis M. Strauss

John Demyan, Jr.

Charles G. Page
Counsel for the Receivers

J. Calvin Carney
Receivers

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

I hereby certify that on this 7th day of April, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John Demyan, Jr. 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.

Amelia H. Tubman
Amelia H. Tubman Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE - to-wit:

I hereby certify that on this 6th day of April, 1953 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore ~~City~~ County, personally appeared J. Calvin Carney, 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 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.

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O R D E R

Upon the aforegoing petition and affidavits, it is this 9th day of April, 1953, 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 allowed the sum of Two Thousand Eighteen Dollars and Twenty-six Cents, ($2018.26) as and for their commissions for all services performed in the aforesaid case as Receivers, subject to the usual exceptions.

2. That Louis M. Strauss and Charles G. Page, counsel for said Receivers, appointed by this Court be and they are hereby allowed the sum of Two Thousand Dollars in full for all legal services rendered the said Receivers in this case, subject to the usual exceptions.

3. That papers in this case be and they are hereby referred to the standing auditor of this Court for the purpose of stating an auditor's account.

Benjamin Michaelson
Judge

Filed 9 Apr., 1953

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

700

In the Case of

John DeGrange and F. Ward DeGrange, co-partners, trading as DE GRANGE LUMBER COMPANY, and BELAIR ROAD BUILDING & LOAN ASS'N, INC.

vs.

HENRY J. CLAUSS

In the

Circuit Court

For

Anne Arundel County

No. 10,154 Equity

To the Honorable, the Judges of said Court:

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

Filed 10 Aug. 1953.

June 30, 1953

All of which is respectfully submitted.

Laura K. Dickey
Auditor.

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John DeGrange and F. Ward DeGrange, co-partners, trading as DeGrange Lumber Company, and Belair Road Building & Loan Ass'n, Inc., vs. Henry J. Clauss

Dr. in ac.

To Receivers for Commissions on $101,112.79, as per Order of 4/9/53, viz:		2,018 26	2,018	26
To Receivers for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		677 00		
Jos. W. Alton, Jr. - Sheriff's costs		5 25		
Katharine H. McCutchan - Stenographer's fees		64 00		
Auditor - stating this Account		275 00		
			1,031	25
To Receivers for Expenses, viz: Expenses incurred by Receivers, as set forth in Schedule C hereto attached		6,323 66	6,323	66
To Receivers for Taxes, viz:				
1951 and 1952 Taxes (State and County)		1 87		
Taxes on Lot No. 6, Johnson Farms		1 77	3	64
To Receivers for Liens, viz: (See Schedule D hereto attached)		68,386 40	68,386	40
To Receivers for Preferred Claims, viz:				
Collector of Internal Revenue -				
(1) Withholding and insurance contributions	$649.55			
Interest	46.98			
Penalty	32.48	729 01		
(2) 1950 Unemployment Tax	$ 99.62			
Interest	9.71			
Penalty	24.90	134 23	863	24
To Receivers for Amounts expended under orders of Court to complete various buildings, lay curbs, front walks, etc, repairs to receivership property, waterproof cellars and for various other services, as set forth in Schedule E hereto attached		24,029 65	24,029	65
To Receivers for Payment of Loans authorized by Court Orders and secured by issues of Receivers' Certificates, as set forth in Schedule F hereto attached		28,656 93	28,656	93

To Receivers for Payment of amounts allowed by Court orders to obtain releases of various rights and claims under outstanding contracts , and other allowances, viz:		
William H. Wingate and wife - for release of all claims in connection with Lots #72, 73, 74 and 75 Baltimore Highlands	100 00	
John R. Burl and wife - release of all claims in connection with property on Fort Smallwood Road	908 10	
Henry J. Amon - allowance for faulty location of Septic tank on Lot 10	500 00	
Marion Wasielewski and wife - allowance for faulty location of septic tank on Lot 4	500 00	
K. J. Brannigan and wife - release of all claims under contract to purchase Lot #4 Section 1	1,210 00	
Eva L. Clark - release of all claims under contract to purchase Lot No. 7 Sec. 1	1,744 78	
Jessie Harris and wife - release of all claims under contract to purchase Lot 1 Section 2	700 00	5,662 88
To Receivers for liens paid by J. Calvin Carney to complete settlement in connection with sales of various properties, as set forth in Schedule G hereto attached	8,826 54	8,826 54
		145,802 45
Total due J. Calvin Carney for advances by him, viz:		
To complete settlements, as above	8,826 54	
Balance due on amount advanced for Receivers' Expenses, etc	312 91	
	9,139 45	

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with John Demyan, Jr., and J. Calvin Carney, Receivers Cr.

1951							
Apr.	30	Balance in hands of J. Calvin Carney, Trustee - re: completion of dwelling on Lot No. 8 Marie Avenue		695	15		
		Balance in hands of J. Calvin Carney, Trustee - re: completion of dwelling on part of Lot 2 and part of Lot 3, Sec. 2, Marie Avenue		497	95		
						1,193	10
		Proceeds of sale of real and personal property, collection of outstanding accounts and claims, and amounts paid in connection with settlement of various contracts as set forth in Schedule A hereto attached		102,212	79	102,212	79
		Refunds to Receivers for adjustments of taxes, water rent, sewerage charges, insurance premiums, etc, in connection with sales of real estate		322	42	322	42
		Proceeds of loans from Belair Road Building & Loan Ass'n, Inc., - authorized by Court orders and secured by issues of Receivers' Certificates, as set forth in Schedule B hereto attached		27,522	05	27,522	05
		Amount advanced by J. Calvin Carney to complete settlements of mechanics liens in connection with sales of various properties, as set forth in Schedule G hereto attached		8,826	54	8,826	54
		Amount advanced by J. Calvin Carney to pay certain expenses of Receivers and balance due M. A. Sinsky, contractor,	$2,393.25				
		LESS following sums paid him, viz:					
		11/25/52	$231.29				
		2/26/53	88.45				
		2/26/53	1757.16				
			2,080.35	312	91	312	91
		BALANCE DUE FOR COMMISSIONS, COURT COSTS AND EXPENSES		5,412	64	5,412	64
						145,802	45

LIBER 84 PAGE 157

ORDER NISI

John DeGrange and F. Ward DeGrange, trading as DE GRANGE LUMBER CO. PANY, et al

VERSUS

HENRY J. CLAUSS

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,154 Equity.

ORDERED, This 10 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 10 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 10 day of September next.

John R. Hopkins, Asst. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of September, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

1953. Filed 10 Aug. 1953. Filed 17 Sept. 1953.

SCHEDULE C

RECEIVERS' EXPENSES

Capital-Gazette Press - Order of Publication	$ 126.24	$
Capital-Gazette Press - notice to creditors	8.00	
Capital-Gazette Press - advertising houses for sale	35.28	
Capital-Gazette Press - orders nisi on eleven sales	88.00	
Capital-Gazette Press - advertising sale of unimproved lots	8.82	
Capital-Gazette Press - order nisi on Account	6.00	
John H. Hopkins, IV, Agent - premiums on Receivers' bond for years 1951, 1952 and 1953	525.00	
John H. Hopkins, IV, Agent - premium on mechanic's lien bond	30.00	
Edward N. C. Bradley - appraiser's fee	150.00	
Herbert F. Engelhardt - appraiser's fee	150.00	
Robert H. Campbell - auctioneer's fee (sale of Dodge truck)	20.00	
Clerk of Court - Court costs in #9761 Equity - Clauss vs. Dicus	31.45	
White House Signs - four signs erected	138.72	
The Baltimore-American - advertising sales	840.00	
Edward J. Dyas - preparing social security and withholding tax reports for 1950, and unemployment compensation report for 1950 - fourth quarter	65.00	
Thomas W. Shives - surveyor's fee	133.00	
Ace Photo Print Services	441.19	
Samuel E. Hoover - signs	96.00	
Baltimore Photo & Blue Print Co.	2.76	
Schmeiser & Schoen - public liability insurance	15.00	
The A. S. Abell Co. - advertising sales	737.85	
Gas & Electric Co. - service to various properties	78.40	
Clerk of Court - recording deed, various assignments and releases	12.50	
George L. Byerly, Clerk - recording assignment & releases (Wingate property)	8.50	
A. A. County Sanitary Commission - metered water for Lot 8 from 1/1/51 to 1/1/52	2.00	
Moore & Bennett - 5% commission on sale of lot on Gov. Ritchie Highway	387.50	
J. C. Carney - release fees in re: Lots 4 and 6, Lots 30, 31 and 32, and Lot 9	47.90	
Purchase of keys for houses on Marie Avenue	2.86	
Adjudgments allowed by Receivers for revenue stamps, water and sewer charges, release fees, etc, in connection with real estate sales	135.69	
Louis M. Strauss and Charles G. Page - fee for legal services to Receivers (Order of 4/9/53)	2,000.00	
Total		$6,323.66

SCHEDULE D

LIENS PAID BY RECEIVERS

(1) DeGRANGE LUMBER COMPANY:		$	$
Mechanics Lien (3015 Georgia Avenue, Baltimore Highlands)-paid on account by Receivers, balance being paid by J. Calvin Carney		1,591.14	
Mechanics Lien (Lot 8 Marie Avenue) -			
Paid principal in full	$3,008.30		
Interest to 1/19/52	190.50		
		3,198.80	
Mechanics Lien (Lot 10 Marie Avenue) -			
Interest on lien		30.86	
Mechanics Lien (Lot 7 Marie Avenue) -			
paid principal in full	$2,592.89		
Interest to 7/15/52	239.84		
		2,832.73	
Mechanics Lien (Lot 1 Marie Avenue) -			
paid principal in full	$3,092.53		
Interest to 9/9/52	313.89		
		3,406.42	
Mechanics Lien (Lot 4 Marie Avenue)-			
paid principal in full	$1,414.37		
Interest to 9/30/52	148.51		
		1,562.88	
Mechancis Lien (Part of Lot 2 and part of Lot 3 Marie Avenue) -			
paid principal in full	$1,096.23		
Interest to 10/14/52	117.66		
		1,213.89	
Mechanics Lien (Lot 6 Sec. F, Meadow Road)- paid on account by Receivers, balance being paid by J. Calvin Carney		985.00	
			14,821.72
(2) HOSSE & MARTINOLI-			
Mechanics Lien (Lot 7 Marie Avenue)-			
paid principal in full	$ 167.25		
Interest to 7/15/52	14.73	181.98	
Mechanics Liwn (Lot 1 Marie Avenue) -			
paid principal in full	$ 118.85		
Interest to 9/9/52	11.75	130.60	
			312.58
(3) WISEMAN CONTRACTING CO.			
Mechanics Lien (LOt 10 Marie Avenue)			
paid on account principal	$94.55		
Interest to 1/19/52	4.81	99.36	
Mechanics Lien (Lot 11 Marie Avenue)			
paid on account principal	$94.55		
Interest to 3/17/52	5.44	99.99	
Mechanics Lien (Lot 1, part Lot 2)			
paid on account principal	$94.55		
Interest to 9/9/52	8.43	102.98	
Mechanics Lien (Lot 9 Marie Avenue)			
Paid on account principal	$94.55		
Interest to 7/31/52	7.82	102.37	
Mechanics Lien (Part Lot 3 and Lot 4 Marie Avenue) -			
Paid on account principal	$94.55		
Interest to 9/30/52	8.74	103.29	
Mechanics Lien (Parts Lots 2 and 3 Marie Avenue) -			

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FORWARDED		$	$ 15,134.30
Paid on account principal	$94.55		
Interest to 10/14/52	8.98		
Mechanics Lien (from proceeds sale lots to DeGrange)		103.53	
Balance due on principal	$378.15		
Interest to 2/6/53	42.98		
		421.13	1,032.65
(4) WILLIAM H. BERGER & SONS			
Mechanics Lien (Lot 8 Marie Avenue)			
Paid principal in full	$625.00		
Interest to 1/19/52 (on acct - balance paid by J. Calvin Carney)	10.79	635.79	
Mechanics Lien (Lot 7 Marie Avenue)			
Paid principal in full	$100.00		
Interest to 7/15/52	8.69	108.69	
Mechanics Lien (Lot 1 and part of Lot 2 Marie Avenue)-			
Paid principal in full	$100.00		
Interest to 9/9/52	9.60	109.60	
Mechanics Lien (Lot 4 and part of Lot 3 Marie Avenue) -			
Paid principal in full	$150.00		
Interest to 9/30/52	14.93	164.93	
			1,019.01
(5) BELAIR ROAD BUILDING & LOAN ASSOCIATION, INC.			
Mortgage on Lot 8 Marie Avenue -			
Paid principal balance in full	$7,169.36		
Interest	141.65		
(recorded in Liber J.H.H. 584 folio 286)		7,311.01	
Mortgage on Lots 4, 6, 9 and 11 (recorded in Liber J.H.H. 555 folio 404)			
Partial release (Lot 11)	$ 266.78		
Interest	26.52		
Paid principal balance in full and interest to 9/16/52	1,539.38	1,832.68	
Mortgage on Lots 30, 31 and 32 (recorded in Liber J.H.H. 579 folio 571)			
Paid interest to 7/15/52	$ 530.40		
Paid principal balance in full and interest to 2/10/53	5,482.79	6,013.19	
Mortgage on Lot 7 Section 1 (recorded in Liber J.H.H. 593 folio 528)			
Paid balance principal in full and interest to 7/15/52	$8,900.98	8,900.98	
Mortgage on part of Lot 2 and part of Lot 3 (recorded in Liber J.H.H. 600 folio 487			
Paid principal balance in full and interest to 10/14/52	$8,681.33	8,681.33	

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SCHEDULE D (Continued)

FORWARDED			$ 17,185.96
Mortgage on part of Lot 3 and Lot 4 Marie Avenue (recorded in Liber J.H.H. 593 folio 531) Paid principal balance in full and interest to 9/30/52	$ 8,562.55	8,562.55	
Mortgage on Lot 1 and part of Lot 2 Marie Avenue (recorded in Liber J.H.H. 591 folio 500) Paid principal balance in full with interest to 9/9/52	$ 8,759.00	8,759.00	50,060.74
(6) AUTOMOBILE ACCEPTANCE CORPORATION			
In full payment balance due on mortgage on Dodge Truck		506.86	506.86
(7) MARYLAND EMPLOYMENT SECURITY BOARD			
Assessment of the State of Maryland dated March 6, 1951, and recorded in #2737 Law, J.H.H. No. 3 folio 440	$218.16		
Assessment of the State of Maryland dated November 29, 1950, and recorded in #2602 Law, J.H.H. No. 3 folio 372	354.87		
Interest	52.31		
Court costs advanced	7.50		
		632.84	632.84
TOTAL			$ 68,386.40

708

SCHEDULE E

PAYMENTS BY RECEIVERS TO MARTIN A. SINSKY TO COMPLETE BUILDINGS, ETC

		$	$
9/30/51	Contract to complete construction work on part of Lot 2 and Part of Lot 3, Marie Avenue (Receivers' Certificates Series A and balance in mortgage account)	7,501.00	
10/15/52	Work on same property	38.00	
8/2/51	Contract to complete construction of 3015 Georgia Avenue, Baltimore Highlands (Receivers' Certificates Series B)	500.00	
8/2/51	Contract to complete construction work on Lot 4 Marie Avenue (Receivers' Certificates Series C)	6,687.00	
11/13/51	Completion of construction work on Lot 8 Marie Avenue (from balance in mortgage account)	553.50	
10/19/51	Contract to complete construction work on Lot 7 Section 1 Marie Avenue (Receivers' Certificates Series E)	3,362.00	
	Repairs to roof	31.00	
2/14/52	Contract to complete construction work on Lot 1 Marie Avenue (Receivers' Certificates Series G)	3,625.00	
	Repairs to property	54.75	
3/24/52	Contract to install drain tile, lay front walks and curbing, install pumps and water elimination systems in various properties (Receivers' Certificates Series H), of which $32.00 was advanced by J. Calvin Carney to complete payment	1,352.00	
9/13/52	Various services to properties on Marie Avenue	325.40	24,029.65
	Total		$ 24,029.65

709

SCHEDULE F

PAYMENTS BY RECEIVERS TO BELAIR ROAD BUILDING & LOAN ASS'N, INC., OF CONSTRUCTION LOANS SECURED BY RECEIVERS' CERTIFICATES

	$	$
Loan secured by Receivers' Certificates Series A, viz:		
Principal	7,102.05	
Interest	368.65	
		7,470.70
Loan secured by Receivers' Certificates Series B, viz:		
Principal	600.00	
Interest	13.50	
		613.50
Loan secured by Receivers' Certificates Series C, viz:		
Principal	8,000.00	
Interest	433.48	8,433.48
Loan secured by Receivers' Certificates Series E, viz:		
Principal	5,100.00	
Interest	101.51	
		5,201.51
Loan secured by Receivers' Certificates Series F, viz:		
Principal	1,000.00	
Interest	16.83	
		1,016.83
Loan secured by Receivers' Certificates Series G, viz:		
Principal	4,400.00	
Interest	155.46	
		4,555.46
Loan secured by Receivers' Certificates Series H, viz:		
Principal	1,320.00	
Interest	45.45	
		1,365.45
Total		$ 28,656.93

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SCHEDULE A

PROCEEDS OF SALE

Real Estate

	$	$
Lots 4 and 6 Marie Avenue	2,000.00	
Lot 7, Sec. 1, Marie Avenue and improvements	12,000.00	
Lot 8 Marie Avenue, and improvements	10,968.00	
Lot 9 Marie Avenue	700.00	
Lot 11 Marie Avenue	1,000.00	
Lot 1 and part of Lot 2, Marie Avenue, and improvements	11,500.00	
Part of Lot 2 and part of Lot 3, Marie Avenue, and improvements	11,000.00	
Part of Lot 3 and Lot 4, Marie Avenue, and improvements	11,500.00	
Lot 5067 Block 1010, Gov. Ritchie Highway, and improvements	7,750.00	
Lots 30, 31 and 32, Sec. 2, Marie Avenue	2,000.00	
25 lots in Section 2, Marie Avenue, and one-half of Lot 6, Johnson Farms, Fifth District	12,800.00	
		83,218.00

Personalty

Dodge Truck	550.00	
Tool House	10.00	
		560.00

Collections

Henry Mack, et al - in full payment of second mortgage debt	14,943.90	
William H. Wingate and wife - balance due under contract for Lots 72, 73, 74 and 75, Baltimore Highlands	2,204.64	
John Myers and wife - balance due under contract for Lot 6 Section F, Meadow Road	985.00	
William E. Dicus - in full settlement and satisfaction lien claim against him	250.00	
George Rogers - account due	51.25	
		18,434.79
TOTAL		$ 102,212.79

711

SCHEDULE B

LOANS TO RECEIVERS FROM BELAIR ROAD BUILDING & LOAN ASSOCIATION, INC.

Order of Court Authorizing Loan		$ ¢
7/30/51	To complete construction work on part of Lot 2 and part of Lot 3, Sec. 2, secured by Receivers' Certificates Series A	7,102.05
8/2/51	To complete construction on Lots 72, 73, 74 and 75 Baltimore Highlands, secured by Receivers' Certificates Series B	600.00
8/2/51	To complete construction on Lot 4, Sec. 2, secured by Receivers' Certificates Series C	8,000.00
10/19/51	To complete construction on Lot 7, Sec. 1, secured by Receivers' Certificates Series E	5,100.00
10/19/51	To complete building on lot on Fort Smallwood Road, secured by Receivers' Certificates Series F (Release in full from John R. Burl and wife)	1,000.00
2/14/52	To complete construction on Lot 1 Sec. 2, secured by Receivers' Certificates Series G	4,400.00
3/24/52	To construct sidewalks and curbing in front of Lots 1, 2, 3 and 4, Sec. 2, Marie Avenue, and to install pumps and water elimination systems in several other properties, etc, secured by Receivers' Certificates Series H	1,320.00
	TOTAL	$ 27,522.05

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SCHEDULE G

LIENS PAID BY J. CALVIN CARNEY TO COMPLETE SETTLEMENTS IN CONNECTION WITH SALES OF VARIOUS PROPERTIES

	$	$
Lots 72, 73, 74 and 75 Baltimore Highlands, 3015 Georgia Avenue, viz:		
(1) DeGrange Lumber Co. - balance due on Mechanics Lien	382.84	
(2) Wm. H. Berger & Sons - in full for release of Mechanics Lien	660.93	1,043.77
Lot 8, Marie Avenue, viz:		
(1) Wm. H. Berger & Sons - balance due on Mechancis Lien	25.24	
(2) Hosse & Martinoli - in full for release of Mechanics Lien	121.84	
(3) Frederick Wiseman Contracting Co. - in full for release of mechanics lien	99.36	246.44
Fort Smallwood Road		
(1) DeGrange Lumber Co. - in full for release of Mechanics Lien	4,447.98	
(2) Hosse & Martinoli - in full for release of Mechanics Lien	308.51	
(3) Wm. H. Berger & Sons - in full for release of Mechanics Lien	105.82	4,862.31
Lot 6, Section F, Meadow Road		
(1) DeGrange Lumber Co. - balance due on Mechanics Lien	2,082.23	
(2) Hosse & Martinoli - in full for release of Mechanics Lien	263.87	
(3) Talbott Concrete Co. - in full for release of Mechanics Lien	327.92	2,674.02
Total		$8,826.54

713

LIBER 84 PAGE 167

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 4*, 19*53*

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10154

DeGrange Lumber Co.

Henry J. Clauss

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 *10th* day of *September*, 19*53*. The first insertion being made the *13th* day of *August*, 19*53*

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

No. M. G. *11434*

714

Filed 16 Sept. 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,154 Equity

JOHN DeGRANGE And F. WARD DeGrange, Trading As DeGRANGE LUMBER COMPANY, et al

Vs.

HENRY J. CLAUSS

Ordered, this 10th 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 10th 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 10th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-27

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife	: : : :	ANNE ARUNDEL COUNTY No. 10,724 Equity.

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

Filed 14 May, 1953.

John O. Dumler

JOHN O. DUMLER

Attorney named in Mortgage

Form 812

LIBER 84 PAGE 168

[DR.—CITY OR COUNTY]

LIBER 707 PAGE 158

Mortgage

No. 10,724 Equity

THIS MORTGAGE, Made this 10th day of September, in the year Nineteen Hundred and fifty-two, by and between WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of FIFTY-FIVE HUNDRED Dollars ($ 5500.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Fifty-five Hundred Dollars ($ 5500.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty-five and no/100ths Dollars ($55.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of October, 19 52, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

Filed 14 May, 1953.

AND WHEREAS, this mortgage shall also secure future advances so far as is legally permissible at the date hereof.

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

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

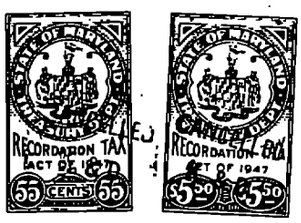
NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all those two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, designated as Lots Numbered Fifty-two (52) and Fifty-three (53) on the plat of "Sylvan Shores, Section "A", dated January 14, 1930 and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod W, Plat 3, said lots having an aggregate frontage on Parkway "B" of sixty feet and an average depth of eighty-one and one-half feet running back to Drive "C", all as shown on said plat.

BEING the same lots of ground which by a Deed dated February 13, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 395 folio 430 were granted and conveyed by Carl W. Riddick and Flossie S. Riddick, his wife, to the herein named Mortgagors.

Plaintiff's Exhibit "A"



TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, forever in fee simple.

Provided, that if the said Mortgagor, his, her or their heirs, ~~personal representatives, successors~~ and assigns, shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on his, her or their part to be made and done, then this Mortgage shall be void.

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee and bear the rate of interest herein agreed to.

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagor, his heirs, ~~personal representatives, successors~~ and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagor, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, does hereby (1) declare his assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor does hereby (2) also authorize the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, its duly authorized Attorneys, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of Seventy-five Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor, or his assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor, or his assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

William Henry Olsen (SEAL)
William Henry Olsen

Dorothy Basel
Dorothy Basel

Mary D. Olsen (SEAL)
Mary D. Olsen

(SEAL)

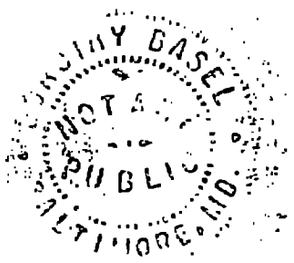
(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 10th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Henry Olsen and Mary D. Olsen, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

At the same time also personally appeared Carl F. Dockman, the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said Mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year aforesaid.



Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953.

Recorded-13th-Sept-1952-at-10:45-A.M.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

File No. 11026-T

Property:

Lots 52 and 53
Sylvan Shore, Riva, Md.

Description approved

Execution approved

FROM

WILLIAM HENRY OLSEN and

MARY D. OLSEN, his wife

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 13 Day of Sept 1952 at 10-45-A.M. and recorded in Liber No. 707 Folio 158 Tax Acct. Anne Arundel Co. Md.
John H. Hopkins Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife	:	ANNE ARUNDEL COUNTY
	: : : :	No. 10,724 Equity.

I HEREBY CERTIFY, That on this 11th day of May, 1953, before me, the subscriber, A Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice-President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, William Henry Olsen and Mary D. Olsen, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

Notary Public

Charles F. Loos
Charles F. Loos Affiant

Filed 14 May, 1953.

5 A

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
vs.	:	OF
WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,724

STATEMENT OF MORTGAGE CLAIM

AMOUNT of Mortgage dated September 10, 1952	$ 5,500.00
Plus unpaid interest to June 16, 1953 and insurance premium	205.27
TOTAL MORTGAGE CLAIM	$ 5,705.27

Filed 12 June, 1953.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 11th day of June, in the year one thousand nine hundred fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, the plaintiff in the above entitled case, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** *BALTIMORE 3*

No. 10,724 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
1406 Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100- -($6,000.00)- - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 11th day of June in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from William Henry Olsen and Mary D. Olsen, his wife to The Capital Building and Loan Association of Baltimore City bearing date the 10th day of September, 1952 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 707 Folio 158 and John O. Dumler is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Filed 12 June, 1953.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its Attorney-in-Fact, the day and year first herein above written.

Signed, sealed and delivered in the presence of:

Gloria Novak
GLORIA NOVAK

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn, *As to Surety*

By Wesley C. Brooks
Wesley C. Brooks, *Attorney-in-Fact*

Approved this 12 June, 1953
John H. Hopkins, 3rd Clerk

MD3228a—500, 6-49 124470
Mortgagee's or Attorney's Bond

7

State of Maryland, Baltimore City, sct: LIBER 84 PAGE 176

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice-President

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

June 11, 1953

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

W. Holton Parr, *Assistant Secretary*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY : IN THE CIRCUIT COURT

: FOR

VS. : ANNE ARUNDEL COUNTY

: (In Equity)

WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife : Case No. 10,724

. . . . . Docket Folio

KORLERMAN & DUMLER,
SOLICITORS
1406 FIDELITY BUILDING
Baltimore 1, Maryland

Attorney's Sale of Valuable Fee Simple Improved Real Estate.

In The Second Election District of Anne Arundel County, Maryland at Sylvan Shores.

Under and by virtue of the power and authority contained in mortgage from William Henry Olsen and Mary D. Olsen, his wife to The Capital Building and Loan Association of Baltimore City dated September 10, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 707, folio 158, etc., the undersigned Attorney named in said mortgage to make sale in case of default (default having occured thereunder) will offer for sale at public auction on the premises on Tuesday, the 16th day of June, 1953 at two o'clock P. M. all those lots and parcels of land and the improvements thereon situate in the Second Election District of Anne Arundel County, Maryland and described as follows:

BEING all those two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, designated as Lots Numbered Fifty-two (52) and Fifty-three (53) on the plat of "Sylvan Shores, Section "A," dated January 14, 1930 and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod W, Plat 3, said lots having an aggregate frontage on Parkway "B" of sixty feet and an average depth of eighty-one and one-half feet running back to Drive "C," all as shown on said plat.

The improvements thereon consist of a one story frame dwelling.

TERMS OF SALE: Cash, upon ratification of sale by the Court. A deposit of $500.00 will be required of the purchaser at the time and place of sale, the balance of the purchase money with interest thereon at the rate of six per cent per annum from day of sale. Taxes and all other public charges to be adjusted to day of sale.

John O. Dumler
Attorney named in Mortgage
ALEX COOPER, Auctioneer.

jn-4

Filed 20 June, 1953.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of June, 1953, sold the property described in the attached advertisement of sale at and for the sum of $ 4000.00 to The Capital Building and Loan Association of Baltimore City being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASERS' AGREEMENT

We hereby certify that we have this 16th day of June, 1953, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 4000.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test: The Capital Building and Loan Association of Baltimore City

Antoinette M. Granese
Antoinette M. Granese

BY Charles F. Loos.
Charles F. Loos. Purchaser
Vice-President

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LIBER 84 PAGE 178

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
WILLIAM HENRY OLSEN AND MARY D. OLSEN, his wife,	:	Case No. 10,724

Docket O Folio

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

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows. that after giving bond with security for the faithful discharge of his trust, which was duly approved. and having given notice of the time, place, manner and terms of sale, by the advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the sixteenth day of June, 1953 at two o'clock P.M., sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of Four Thousand Dollars ($4,000.00) cash, the said The Capital Building and Loan Association of Baltimore City having offered the greatest price therefor.

Filed 20 June 1953

John O. Dumler

Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, To wit:

I hereby certify, that on this seventeenth day of June, in the year one thousand nine hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

Antoinette M. Granese

Antoinette M. Granese NOTARY PUBLIC

My commission expires May 2, 1955

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LIBER 84 PAGE 179

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,724 Equity

Filed 20 June, 1953.

Ordered, this 20 day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of July next.

The report states that the amount of sales to be $ 4,000.00.

John R. Hopkins 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 28 July, 1953.

ORDERED BY THE COURT, This 28 day of July, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 84 PAGE 180 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,724 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

WILLIAM HENRY OLSEN and MARY D. OLSEN, his wife.

Ordered, this 20th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, 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 $4,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-16

Filed 28 of July, 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10724

William Henry Olsen

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. 9641

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LIBER 84 PAGE 181

In the Case of

The Capital Building & Loan Ass'n

of

Baltimore City

VS.

William Henry Olsen

and

Mary D. Olsen, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,724 Equity

To the Honorable, the Judges of said Court:

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

Filed 18 Aug., 1953.

August 12, 1953

All of which is respectfully submitted.

Laura K. Hoskins

Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs. in ac.
William Henry Olsen and Mary D. Olsen, his wife

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	150	77	225	77
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
The Sunpapers - advertising sale	21	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	24	00		
Alex Cooper - auctioneer's fee & advertising	27	50		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Antoinette M. Granese - notary fees	1	00	124	92
To Attorney for Taxes, viz:				
1953 State and County taxes ($48.00 -adj.)	22	15	22	15
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,615	06	3,615	06
			4,025	65
Amount of mortgage claim filed	5,705	27		
Cr. Amount allowed as above	3,615	06		
Balance subject to decree in personam	2,090	21		

14

with John O. Dumler, Attorney named in Mortgage Cr.

1953				
June	16	Proceeds of Sale	4,000 00	
		Interest on deferred payment to 8/1/53	25 65	4,025 65
				4,025 65

LIBER 84 PAGE 184

ORDER NISI

The Capital Building & Loan Association of Baltimore City

VERSUS

William Henry Olsen

and

Mary D. Olsen, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,724 Equity.

ORDERED, This 18 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 18 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 18 day of September next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of February, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

Filed 18 Aug., 1953.

Filed 17 Feb., 1954.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1953

We hereby certify, that the annexed

Order Nisi-Aud. Acct. Eq. 10724

William Henry Olsen

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 18th day of September, 1953. The first insertion being made the 27th day of August, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,724 Equity
The Capital Building & Loan Association Of Baltimore City
Vs.
WILLIAM HENRY OLSEN and MARY D. OLSEN.. His Wife.

Ordered, this 18th 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 18th 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 18th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-10

Filed 17 Feb., 1954.

No. M. G. 10415

17

LIBER 84 PAGE 185

WILLIAM J. SIWAK AGNES L. SIWAK, his wife,	:	NO. 10,667 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
JAMES W. COX, also known as James H. Cox, and all persons having any interest in the property assessed to James W. Cox, Annapolis, Md. R.F.D.#1 described as lots 24 and 25 Block 7 Section A Herald Harbor	:	FOR ANNE ARUNDEL COUNTY

Filed 17 Feb, 1953.

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your complainants, William J. Siwak and Agnes L. Siwak, his wife, respectfully shows:

That a Tax Sale Certificate No. 1562 has been issued by Joseph H. Griscom, Sr., Treasurer and Collector of State and County taxes for Anne Arundel County, State of Maryland as provided by Article 81, Section 82 of the Annotated Code of Maryland, to the complainants and is filed herewith marked "Exhibit A" and is prayed to be taken as a part hereof.

That a description of the property substantially as it appears upon the Collector's tax roll is as follows:

James H. Cox
Annapolis, Maryland R.F.D.#1
lots 24-25 Block 7 Sec. A- Herald Harbor

The property has not been redeemed by any party in interest, although more than one year and a day from the date of sale has expired.

That the property is the same lots which were conveyed by Herald Harbor, Inc. to James W. Cox by deed dated June 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B.No. 30 folio 138.

To redeem the property it is necessary for the defendant to pay the sum of $45.00 with interest from October 8, 1951, all taxes, interest and penalties accruing subsequent to the day of sale which actually have been paid by the plaintiffs, and any

disbursement due plaintiffs under Article 81 Section 91 of the Annotated Code of Maryland.

TO THE END THEREFORE,

1. That process may issue for above defendant, James W. Cox, whose last known address is RFD #1 Annapolis, Maryland,

2. That an order of publication issue directed to all parties in interest in the property.

3. That a final decree be passed foreclosing all rights of redemption of the defendant in and to the property.

And as in duty bound, etc.

William J. Siwak
William J. Siwak

Solicitor for Complainants

Agnes L. Siwak
Agnes L. Siwak, Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared William J. Siwak and Agnes L. Siwak, his wife, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true as therein stated, to the best of their knowledge and belief.

Witness my hand and seal Notarial,

Geneva B. Anderson
Notary Public

NOTARY PUBLIC

2

1562

LIBER 84 PAGE 187

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8-1951, I sold to [illegible] at public auction for the sum of 45 Dollars and [illegible] Cents, of which [illegible] Dollars has been paid as a deposit on the property in [illegible] described as Lots 24-25 [illegible] Sec. A as shown on the [illegible] [illegible]

and assessed to [illegible] H Cox

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 8-1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 17 Feb., 1953

Witness my hand and seal, this 8th day of [illegible] 19[illegible]

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of October, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

[illegible]
Notary Public.

My Commission Expires May 4 1953

Exhibit "A".

3

Marvin I. Anderson- Solicitor
20-U West Street, Annapolis, Maryland

No. 10,667 EQUITY, - IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

William J. Siwak and Agnes L. Siwak, his wife, vs. James W. Cox, also known as James H. Cox, and all persons having any interest in the property assessed to James W. Cox, Annapolis, Md. R.F.D.#1 described as lots 24 and 25 Block 7 Section A Herald Harbor

- - - - - - - - -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Second Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for the County of Anne Arundel and State of Maryland to the plaintiffs in this proceeding:

lots 24 and 25 Block 7 Section A
Herald Harbor, assessed in the name
of James H. Cox, Annapolis, Md. RFD#1

The bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired; that it is the same property which was conveyed by ~~the~~ Herald Harbor, Inc. to James W. Cox by deed dated June 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 30 folio 138.

It is thereupon this 17 day of February, 1953, by the Circuit Court for Anne Arundel County in Equity, Ordered, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 28 day of April, 1953, and redeem the property herein before described, and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiffs a title, free and clear of all encumbrances.

John H. Hopkins, 3rd.
Clerk

Filed 17 Feb., 1953.

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LIBER 84 PAGE 189

MARVIN I. ANDERSON, Solicitor
20-U West Street,
Annapolis, Mary'nd.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,667 EQUITY

WILLIAM J. SIWAK and AGNES L. SIWAK, his wife,

Vs.

JAMES W. COX, also known as JAMES H. COX, and all persons having any interest in the property assessed to JAMES W. COX, Annapolis, Md. R. F. D. No. 1 described as lots 24 and 25, Block 7, Section A, Herald Harbor.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in the Second Election District of Anne Arundel County, Maryland, sold by the Collector of Taxes for the County of Anne Arundel and State of Maryland to the plaintiffs in this proceeding:

lots 24 and 25, Block 7, Section A, Herald Harbor, assessed in the name of James H. Cox, Annapolis, Md. RFD No. 1.

The bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired; that it is the same property which was conveyed by the Herald Harbor, Inc. to James W. Cox by deed dated June 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 30 folio 138.

It is thereupon this 17th day of February, 1953, by the Circuit Court for Anne Arundel County in Equity, Ordered, that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 28th day of April, 1953, and redeem the property herein before described, and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiffs a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-19

Filed 5th May, 1953

MD 4039
5

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 1st, 1953

We hereby certify, that the annexed Order Publication Equity Number 10,667 William J. Siwak was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of April, 1953 The first insertion being made the 5th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

WILLIAM J. SIWAK AGNES L. SIWAK, his wife	:	NO, 10,667 EQUITY
vs.	:	IN THE
JAMES W. COX, also known as James H. Cox, and all persons having any interest in the property assessed to James W. Cox, Annapolis, Maryland, R.F.D. #1, described as Lots 24 and 25 Block 7, Section A, Herald Harbor	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 22 June, 1953.

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Defendant has been returned twice "Non Est" by the Sheriff of Anne Arundel County and once "Non Est" by the Sheriff of Calvert County, and it further appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against him,

It is, thereupon, this 22d day of June, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be, and the same is hereby taken pro confesso against said Defendant.

Benjamin Michaelson
JUDGE

LIBER 84 PAGE 191

WILLIAM J. SIWAK AGNES L. SIWAK, his wife	:	NO. 10,667 EQUITY
vs.	:	IN THE
JAMES W. COX, also known as James H. Cox, and all persons having any interest in the property assessed to James W. Cox, Annapolis, Maryland, R.F.D. #1, described as Lots 24 and 25 Block 7, Section A, Herald Harbor	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 23 July, 1953

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 95 to 119 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

It is, thereupon, this 23 day of July, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendant or of anyone claiming by, from or under him, or any of them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the Plaintiffs on the 8th day of October, 1951, for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject) is hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes,

interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs.

4. That the Plaintiffs shall pay the costs of this proceeding.

Benjamin Kirchner
JUDGE

LIBER 84 PAGE 193

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROY A. EVANS AND STELLA EVANS, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,668

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said Roy A. Evans and Stella Evans, his wife to The County Trust Company, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 43.

Walter S. Calwell
Attorney Named in Mortgage

John E. Starr
John E. Starr- Solicitor

Filed 18 Feb, 1953

LIBER 84 PAGE 194

LIBER 471 PAGE 43

#13531

No. 10,668 Equity

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

THIS MORTGAGE, Made this 25th day of May, A. D. 19 48, by and between ROY A. EVANS and STELLA EVANS, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and The County Trust Company,

a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

[illegible]

(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)

being part of the purchase money for the property hereinafter described,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four per centum (4) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars ($ 46.06), commencing on the first day of July, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

Filed 18 Feb, 1953.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4130

BEING known and designated as Lot No. 511 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5311, (formerly 511) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated, unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinet, and ranges, lighting fixtures, screens, water heaters, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiffs Exhibit A.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, **forever in fee simple.**

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four ~~percent (4%) per annum (4½%)~~ per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: J. Hodge Smith
J. HODGE SMITH

Roy A. Evans [SEAL]
ROY A. EVANS

Stella Evans [SEAL]
STELLA EVANS

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 25th day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~ personally appeared ROY A. EVANS and STELLA EVANS, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Joseph J. Callahan, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

J. Hodge Smith
J. Hodge Smith *Notary Public.*

Recorded May 28th. 1948 at 12:00 M.

FORM APPROVED OEH
READY FOR RECORD OEH

STATE OF MARYLAND
Loan No.

COUNTY MORTGAGE

ROY A. EVANS and STELLA EVANS, his wife
TO
THE COUNTY TRUST COMPANY

Received for Record May 28 1948 at 12 o'clock M. 2440.
Same day recorded in Liber No. 471 Folio 43 etc., one of the Mortgage Records of Aa County and examined per [signature], Clerk.
Cost of Records, $

No. .....
Insured under the National Housing Act And Rules and Regulations of the Federal Housing Administrator For Mutual Mortgage Insurance Dated November 1, 1934
As amended .....
FEDERAL HOUSING ADMINISTRATOR
By ..... Authorized Agent.
Date .....

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—4139

LIBER 84 PAGE 198

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROY A. EVANS AND STELLA EVANS, his wife	:	ANNE ARUNDEL COUNTY (In Equity) 15/80 - 10668

STATEMENT OF MORTGAGE DEBT

Filed 18th March, 1953.

Statement of the Mortgage Claim of The County Trust Company under the Mortgage from said Roy A. Evans and Stella Evans, his wife to The County Trust Company, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 43

Amount of Loan	$7600.00
Less - amount paid on principal	1127.17
	6472.83
Plus - unpaid interest to 3/18/1953	141.68
Plus - overdraft in expense account	2.37
	$6616.18

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th day of March, 1953, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage in the above entitled cause, and made oath in due form of Law that the foregoing is a just and true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link - Notary Public

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Mortgagee and Attorney's Bond. I-369 Im-12-32

LIBER 84 PAGE 199

NEW AMSTERDAM Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

108843

10668 Equity

Know All Men by These Presents:

That we Walter S. Calwell, 19 E. Fayette St., Baltimore 2, Md.

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

- - - - Sixty-Eight Hundred ($6,800.00) - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th day of March in the year nineteen hundred and fifty-three

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Roy A. Evans and Stella Evans, his wife, to The County Trust Company

bearing date the 25th day of May nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 471, Folio 43, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Frick

Attest:

V.N. Mercier

V.N. Mercier, Asst. Secretary

Witness as to Surety: F. Maylee
F. Maylee

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Approved this 18 Mar., 1953
John H. Hopkins, 3rd, Clerk

Filed 18 Mar., 1953

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WALTER S. CALWELL

LIBER 84 PAGE 200

IN THE CIRCUIT COURT

Attorney Named in Mortgage
PLAINTIFF

VS

ROY A. EVANS AND

STELLA EVANS, his wife
DEFENDANT

ANNE ARUNDEL
FOR ~~BALTIMORE~~ COUNTY

IN

EQUITY
No. 10,668

Filed 24 Mar., 1953

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 20th day of March, 1953 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell and made oath in due form of Law that he knows the defendants herein and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States

(2) said defendants are not in the military service of any nation allied with the United States

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

Legal Notices

CALLAHAN AND CALWELL
Attorneys at Law
Baltimore Federal Building,
Lafayette and St. Paul Streets,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

No. 5311 (formerly 511) Brookwood Road
Brookwood, Fifth District of Anne
Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Roy A. Evans and Stella Evans, his wife to The County Trust Company, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 471 folio 43 (default having occurred thereunder) the undersigned, Attorney will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, MARCH 18TH, 1953
AT 3:30 P. M.

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 511 as laid out on Plat of Property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5311 (formerly 511) Brookwood Road.

The improvements thereon consist of a 2 story brick, row, 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., Auctioneer.

m-12

LIBER 84 PAGE 201

WALTER S. CALWELL, Attorney Named in Mortgage	IN THE CIRCUIT COURT
VS.	FOR
ROY A. EVANS AND STELLA EVANS, his wife	ANNE ARUNDEL COUNTY (In Equity) No. 10,668

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 25th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 471 folio 43 from said Roy A. Evans and Stella Evans, his wife to The County Trust Company ~~to the Baltimore Federal Savings and Loan Association~~, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by "The Maryland Gazette" and "Evening Capital" advertisement inserted in ~~"The Jeffersonian"~~ a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 18th day of March, 1953 at 3.30 P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in ~~Baltimore~~ Anne Arundel County being known and designated as Lot No. 511 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7; the improvements whereon are known as No. 5311 (formerly 511) Brookwood Road; and more particularly described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

Filed 24 March 1953

BY TERMS OF SALE, a cash deposit of ~~Five~~ Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

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The said fee simple property was sold to The County Trust Company, at and for the sum of Seventy-three Hundred eighty ($7380.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 20th day of March, 1953 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

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ORDER NISI

LIBER 84 PAGE 203

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ROY A. EVANS AND
STELLA EVANS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,668 Equity

Filed 24 Mar., 1953

Ordered, this 24 day of March, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of April next.

The report states that the amount of sales to be $ 7,380.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

ROY A. EVANS AND
STELLA EVANS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 30 Apr., 1953.

ORDERED BY THE COURT, This 30th day of April, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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Mortgagee and Attorney's Bond. ADDITIONAL . JD 1-369 Im-12-32

LIBER 84 PAGE 204 108843

No. 10,668 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM
Casualty Company

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Walter S. Calwell 19 E. Fayette Street, Baltimore, Maryland,

as Principal

and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

SEVEN HUNDRED AND 00/100 ($700.00) - - - - - - - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 24th - - - - - - - - - - - - - - - - -

day of March in the year nineteen hundred and fifty-three.

Filed 26 Mar., 1953

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Roy A. Evans and Stella Evans, his wife to the Baltimore Federal Savings & Loan Association

bearing date the 25th day of May nineteen hundred and fifty-three

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 471, Folio 43, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Attest:

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By Vice-President

Attest Earl Davault
Assistant Secretary

Witness as to Surety:

E. M. Keyser
E.M. Keyser

approved this 26 Mar, 1953
John H. Hopkins, Asst. Clerk

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OFFICE OF

LIBER 84 PAGE 205 **Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md April 30th, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,668

Roy A. Evans

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of April, 1953 The first insertion being made the 26th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

Filed 30 Apr., 1953

ORDER NISI.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,668 Equity

WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
ROY A. EVANS AND STELLA EVANS His Wife.

Ordered, this 24th day of March, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of April, next.

The report states that the amount of sales to be $7,380.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-16

MG2985

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WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
ROY A. EVANS and STELLA EVANS, his wife	:	ANNE ARUNDEL COUNTY
	:	No. 10,668 Equity

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of H. V. Higley, Administrator of Veterans' Affairs, by Carroll Brown, Loan Guaranty Officer, Baltimore Regional Office of the Veterans Administration, his duly authorized representative, and The County Trust Company of New York, by Walter S. Calwell its Solicitor, respectfully represents:

Filed 27 Oct., 1953

FIRST: That The County Trust Company, one of the Petitioners herein, was the holder of the first mortgage upon the property foreclosed and sold in this case; and H. V. Higley, Administrator of Veterans' Affairs, is the holder of the second purchase money mortgage upon the property sold in this case, said second mortgage being dated May 25, 1948 from Roy A. Evans and Stella Evans, his wife, to The County Trust Company of New York, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470 folio 569, and now vested in H. V. Higley, Administrator of Veterans' Affairs, one of the Petitioners, by Assignment dated April 28, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470 folio 572. The original second mortgage and the assignment thereof is filed herewith as an exhibit marked "Petitioner's Exhibit A".

SECOND: That the repayment of said second mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemen's Readjustment Act of 1944, as amended, and that as a result of the default by the mortgagor on said second mortgage and claim by the mortgagee under said

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guaranty, your Petitioner, H. V. Higley, Administrator of Veterans' Affairs, has paid said Mortgagee, on account of said guaranty of the indebtedness of said second mortgage, the sum of $1643.11 and has taken an assignment of said second mortgage, as aforesaid, and there is now owing H. V. Higley, your Petitioner, on said second mortgage referred to in this Petition, a principal balance of $1618.32 with interest from August 1, 1952 to the date of ratification of the Amended Auditor's Account, prayed in this Petition, at the rate of 4% per annum.

THIRD: That the Auditor's Account filed in this case on July 23, 1953, which has not been ratified by this Honorable Court shows, after application of the proceeds arising from such sale towards payment of the expenses of foreclosure and payment of the first mortgage claim, a balance due the mortgagors, in this case, of $385.89, whereas any surplus out of the proceeds of the sale in this case over and above the expenses of foreclosure and the Plaintiff's first mortgage claim should, in accordance with legal priority, be applied towards the aforementioned second mortgage claim, which was not so allowed for the reason that the said second mortgage claim was not filed with the Auditor for allowance in the Auditor's Account filed on July 23, 1953.

Your Petitioners, therefore, pray that the Auditor be directed to state an Amended Account in this case and to allow in said Amended Account the said second mortgage claim , which is attached hereto, from the proceeds of sale, in this case, in accordance with its legal priority.

AND AS IN DUTY BOUND, etc.

Addison Lee Brown, Jr.
Attorney

H. V. Higley
Administrator of Veterans' Affairs

By Carroll Brown
Carroll Brown
Loan Guaranty Officer

Walter S. Calwell
Solicitor

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this 6th day of October, 1953, before

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me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Carroll Brown, Loan Guaranty Officer of the Veterans Administration, 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, and that he is acting for and on behalf of H. V. Higley, Administrator of Veterans' Affairs, under proper authority.

AS WITNESS my hand and Notarial Seal.

ROBERT G. KOCH NOTARY PUBLIC BALTIMORE MD.

Notary Public
Robert G. Koch
My commission expires: 5/2/55

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" PETITIONER'S EXHIBIT A"

LIBER 470 PAGE 569

LIBER 84 PAGE 209

VA Form 4-6318 (Home Loan). April, 1947. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

" MARYLAND
County

MORTGAGE

THIS MORTGAGE, made this 25th day of May, A. D. 19 48, by and between ROY A. EVANS and STELLA EVANS, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY,

a corporation organized and existing under the laws of the STATE OF NEW YORK, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~[illegible]~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETEEN HUNDRED Dollars ($ 1900.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Eleven and 52/100 Dollars ($ 11.52), commencing on the first day of July, 19 48, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 19 68. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns. all the following described property in Anne Arundel County, in the State of Maryland, to wit:

Filed 27 Feb. 1953

BEING known and designated as Lot No. 511 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5311 (formerly 511) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein; subject to a first mortgage of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from said Mortgagors herein to The County Trust Company in the amount of $7600.00.

FOR VALUE RECEIVED, The County Trust Company hereby assigns, without recourse, on this 28th day of April, 1953, the within and aforegoing mortgage to Carl R. Gray, Jr., as Administrator of Veterans' Affairs, an Officer of the United States of America, whose address is Veterans Administration, Washington 25, D. C., and his successors in such Office.

ATTEST: M. T. LYNCH
Assistant Secretary.

THE COUNTY TRUST COMPANY
By Edward P. Hanyen
Vice President.
EDWARD P. HANYEN

* Delete italicized words if Mortgagee is not a building and loan association.

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Petitioner's Exhibit A.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgaee its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

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The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of **thirty** days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or **Walter S.Calwell or Joseph J.Callahan** its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving 20 days notice of the time, place, manner and terms of sale in some newspaper printed in **Anne Arundel** County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient;

and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs, and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Shirley Sutton
Shirley Sutton

Roy A. Evans [SEAL]
ROY A. EVANS

Stella Evans [SEAL]
STELLA EVANS

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 25th day of May, 19 48, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County, aforesaid, personally appeared Roy A. Evans and Stella Evans, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Joseph J. Callahan the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

J. Hodge Smith
J. Hodge Smith *Notary Public.*

Recorded May 28th.1948 at 9 A.M.

FORM APPROVED...JEH
READY FOR RECORD...JEH

STATE OF MARYLAND

COUNTY MORTGAGE

ROY E. EVANS and STELLA EVANS, his wife

TO

THE COUNTY TRUST COMPANY

Received for Record May 28 1948 at 9 o'clock A.M. and recorded in Liber No. 470 Folio 572 etc., one of the Mortgage Records of Anne Arundel County and examined per

Clerk.

Cost of Records, $

Callahan, Shea & Callahan
Attys. at Law
Glen Burnie, Md.

LIBER 84 PAGE 213

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
ROY A. EVANS and STELLA EVANS, his wife	:	ANNE ARUNDEL COUNTY
	:	No. 10,668 Equity

STATEMENT OF SECOND MORTGAGE CLAIM

Original Amount of Loan	$1900.00
Paid on Principal	281.68
Principal Balance Due	$1618.32

Filed 27 Oct. 1953

Note: Interest accrues at the rate of 4% per annum on principal balance of $1618.32 from August 1, 1952, to date of ratification of the Amended Auditor's Account.

STATE OF MARYLAND)
CITY OF BALTIMORE) SS:

I HEREBY CERTIFY that on this 6th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Carroll Brown, Loan Guaranty Officer of the Veterans' Administration, the Agent for H. V. Higley, Administrator of Veterans' Affairs, holder of the said second mortgage in the above entitled case, and made oath in due form of law that the foregoing is a just and true statement of the amount of the second mortgage claim under said second mortgage filed in said cause now remaining due and unpaid, and that he is the Agent of and acting for and on behalf of H. V. Higley, Administrator of Veterans' Affairs, under proper authority.

AS WITNESS my hand and Notarial Seal.

ROBERT G. KOCH NOTARY PUBLIC BALTIMORE, MD.

Robert G. Koch Notary Public
My commission expires: 5/2/55

LIBER 84 PAGE 214

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
ROY A. EVANS and STELLA EVANS, his wife	:	ANNE ARUNDEL COUNTY
	:	No. 10,668 Equity

ORDER OF COURT

Upon the aforegoing Petition and Affidavit, it is this 27th day of October, 1953, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the Auditor of this Court be and is hereby authorized and directed to state an Amended Auditor's Account in these proceedings, and to allow the expensesof foreclosure with such additional costs incident to stating and ratification of such Amended Account, payment of the first mortgage claim as filed in said proceedings to The County Trust Company, one of the Petitioners herein, and payment of the second mortgage claim as set forth in and filed with the foregoing Petition to H. V. Higley, Administrator of Veterans Affairs, one of the Petitioners herein, and/or his successor or successors in such office, as such, out of the proceeds of sale in this case in accordance with their legal priority and subject to the usual exceptions.

Benjamin Richardson
JUDGE

Filed 27 Oct., 1953.

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LIBER 84 PAGE 215

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

Roy A. Evans
and
Stella Evans, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,668 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account, the same being an amended account, in accordance with the Order of Court dated October 27, 1953

Filed 9 Nov., 1953.

November 5, 1953

All of which is respectfully submitted.

Laura K. Fahlbusch
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Roy A. Evans and Stella Evans, his wife in ac.

To Attorney for fee, viz:	50 00	
To Attorney for Commissions, viz:	251 40	301 40
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	20 50	
Clerk of Court - additional costs	8 75	
Auditor - stating first Report and Account	13 50	
Auditor - stating amended account	9 00	61 75
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	32 60	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (first account)	6 00	
Capital-Gazette Press - order nisi (second account)	6 00	
New Amsterdam Casualty Co. - bond premiums	30 00	
E. T. Newell & Co. - auctioneer's fee	25 00	
One-half Federal revenue stamps	4 13	
One-half State revenue stamps	4 12	
Clara M. Link - notary fees	1 25	117 10
To County Trust Company, mortgagee - in full settlement first mortgage claim	6,616 18	6,616 18
To H. V. Higley, Administrator of Veterans' Affairs, assignee of second mortgage - this balance on account second mortgage claim	362 14	362 14
		7,458 57

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with Walter S. Calwell, Attorney named in Mortgage Cr.

1953				
Mar.	18	Proceeds of Sale	7,380 00	7,380 00
		Refund 1953 State and County taxes ($99.59 - adjusted to 3/18/53)	78 57	78 57
			7,458 57	

LIBER 84 PAGE 218

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Roy A. Evans

and

Stella Evans, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,668 Equity.

ORDERED, This 9 day of November, 1953, That the Amended ~~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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of December next.

John H. Hopkins, 3rd, Clerk

Filed 16 Dec., 1953. Filed 9 Nov., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of December, 1953, that the aforegoing Report and Account of the Auditor be ~~and the~~ same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed Order Nisi Amended Aud. Acct. Eq. 10668 Roy A. Evans

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 December, 1953. The first insertion being made the 12th day of November, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,668 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
ROY A. EVANS And STELLA EVANS, His Wife.

Ordered, this 9th day of November, 1953, That the Report and Amended 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-26

Filed 15 Dec., 1953.

No. MFG. 11388

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LIBER 84 PAGE 219

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

PETITION OF ROSE K. GINDER AND LILLIAN M. CRANDALL FOR APPOINTMENT AS COMMITTEE FOR INCOMPETENT IN PLACE OF WILLIAM J. KANE, DECEASED.

Filed 31 Mar., 1953

To the Honorable the Judges of said Court

The Petition of Rose K. Ginder and Lilliam M. Crandall respectufully represents unto Your Honors:

One: That on the 21st day of December, 1949, this Honorable Court passed an order in this cause appointing William J. Kane, single, committee for his mother, Annie C. Kane, Widow, an Incompetent, with full power and authority to take charge and manage the property of the said Incompetent and to assume control of her person and upon the said William J. Kane filing a bond with the Clerk of the Circuit Court for Anne Arundel County, in the penaly of $15,000.00, approved by the said Clerk, which bond the said William J. Kane did file with the said Clerk on the 30th day of December, 1949, which bond was at the same time approved by the Clerk of this Court.

Two: That the said William J. Kane acted as such Committee from the date of such qualification on the 30th day of December, 1949, and continued to manage and control the property and estate of the Incompetent and continued to control her person until the date of his death on February 11th, 1953, and that following the death of the said William J. Kane, the Petitioner herein, Rose K. Ginder, did apply for administration upon his estate and Letters of Administration were granted to her by the Orphans' Court of Anne Arundel County,

Maryland, on the 17th day of February, 1953, and the Petitioner has started to discharge the duties devolving upon her as such Administratrix.

Three: That the Petitioner, Rose K. Ginder, as Administratrix of the estate of the late William J. Kane, Deceased, Committee, has heretofor filed her report and petition in this proceeding reporting and accounting finally the income and disbursements made from this estate by the late Committee for the time following the period covered by his last annual report to this Court's Auditor, this time being from January 1, 1953, to the date of his death on February 11th, 1953, and the Administratrix having petitioned the Court to pass an order discharging the late Committee's estate from the duties of further acting as Committee to the Incompetent.

Four: That it now becomes necessary for this Court to appoint another Committee to the Incompetent to act in the place and stead of the late Committee, who departed this life on the 11th day of February, 1953.

Five: The Petitioners show that Rose K. Ginder is the daughter and now the only surviving child of Annie C. Kane, the Incompetent, and that it would be appropriate for her to serve as the Committee for the property, estate and person of the Incompetent. The Petitioners further show that Rose K. Ginder is a married woman now residing at 11724 Aurora Avenue, in the City of Seattle, State of Washington, and that this Petitioner anticipates that she will continue to reside in said city and state until approximately July 1, 1953, after which time she will take up her residence at some point of the Eastern part of the United States. The Petitioners, therefore, show that it would be advisable for some person residing in Anne Arundel County, Maryland, to also serve with Rose K. Ginder as Committee for the Incompetent, and for this reason it is suggested that the Petitioner, Lillian M. Crandall, also be named as Committee with Rose K. Ginder, and the Petitioners show that Lillian M. Crandall is

a niece of the Incompetent and that she is a married woman who resides at Spa View Avenue, Annapolis, Maryland, and will continue to make her permanent residence there.

Your Petitioners, therefore, pray that Your Honors pass an order in this proceeding appointing them as Committee for the person and estate of Annie C. Kane, Widow, Incompetent.

Rose K. Ginder
Rose K. Ginder, Petitioner

James L. Woodward
Attorney for the Petitioners

Lillian M. Crandall
Lillian M. Crandall, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of February, 1953, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared the above named Rose K. Ginder and Lillian M. Crandall, Petitioners, and they did each separately make oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of their respective knowledge, information and belief.

Patricia F. Grierson
Patricia F. Grierson Notary Public.

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LIBER 84 PAGE 222

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

ORDER OF COURT

Upon the aforegoing Petition and affidavit it is hereby ordered, this 31st day of March, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Petitioners, Rose K. Ginder and Lillian M. Crandall, are hereby appointed Committee of the person and estate of Annie C. Kane, Widow, and named in the aforegoing Petition as the Incompetent, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said Annie C. Kane, Widow, under direction of this Court; but before the said Rose K. Ginder and Lillian M. Crandall, the Petitioners, shall proceed to act as such Committee they shall give bond to the State of Maryland, with surety to be approved by the Clerk of this Court, in the penalty of Sixteen Thousand ($16,000) Dollars, for the faithful discharge of their duties as such Committee.

Filed 31 March, 1953

Benjamin Michaelson
Judge

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G 22058

LIBER 84 PAGE 223

No. 9859 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Rose K. Ginder and Lillian Crandall, 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 full and just sum of Sixteen Thousand Dollars ($16,000.00) - - - - , to the payment whereof well and truly to be made and done we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators and assigns, firmly by these presents.

Filed 2 Apr., 1953

SIGNED, SEALED AND DATED this 2nd day of April , 1953.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 31st day of March , 1953, in a cause therein pending "ExParte in the Matter of Annie C. Kane, an Incompetent," No. 9859 Equity, the above bounden Rose K. Ginder and Lillian Crandall were appointed Committees of the person and estate of the said Annie C. Kane, with full power and authority to take charge of and manage her property and to assume control of her person under the direction of said Court, upon their filing a bond in the penal sum of $16,000.00 for the faithful performance of their duties as such Committees, and the approval of said bond,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Rose K. Ginder and Lillian Crandall shall duly account for whatever shall come into their hands as such Committees, and shall pay and apply the same from time to time as they may be directed by said Court, and shall obey such orders as the said Court may make in relation to the said trust, and shall in all respects faithfully discharge the duties of the said trust, then the obligation shall be void; otherwise to remain in full force and virtue in law.

Witness:

James G. Woodward

Margaret B. Hendrix

Rose K. Ginder SEAL
Rose K. Ginder

Lillian Crandall SEAL
Lillian Crandall
PRINCIPALS

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

Approved this 2 Apr, 1953.
John H. Hopkins, 3rd,
Clerk.

LIBER 84 PAGE 224

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

COMMITTEE'S REPORT OF SALE OF REAL ESTATE AND FURNITURE.

To The Honorable, The Judge of Said Court:

Filed 4 May, 1953

1. This report of Rose K. Ginder and Lillian M. Crandall, shows that by the order of this Court, dated the 31st day of March, 1953, they were appointed Committee for Annie C. Kane, Widow, Incompetent, with full power and authority to take charge and manage the property, and to assume the control of the person of the said Incompetent under the direction of this Court, upon the filing of a bond in the penalty of Sixteen Thousand Dollars ($16,000.00) for the faithful discharge of their duties as such Committee, and that thereafter the said Rose K. Ginder and Lilliam M. Crandall did file bond in such penalty, which bond has been duly approved by the Clerk of this Court.

2. That included among the assets of this estate is real estate known as 89 Shipwright Street, Annapolis, Maryland, which consists of a lot of land improved by a residential building which was originally a dwelling and which sometime heretofor was converted into three apartments, the said real estate having been conveyed to the Incompetent by William J. Kane (now deceased) Rose K. Ginder and John K. B. Ginder, by deed dated the 20th day of September, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 437, Folio 369, the description of the real estate being set forth in the exhibit attached hereto designated as Committee's Exhibit "B." And also included among the assets of this estate is a small

miscellaneous lot of household furniture located primarily in the second floor apartment of the said building included in the real estate above named.

3. That the building known as 89 Shipwright Street, Annapolis, Maryland, held by the Incompetent, as above, has fallen into a bad state of repair and your Committee is reliably advised that the expense of making necessary repairs would not be justified from the standpoint of the rents which could be secured for the apartments after said repairs were made, the third floor apartment in particular being badly in need of repair and remodeling. That the Committee finds it difficulty to retain tenants for any of the apartments while the said apartments at the said building are in their present state of repair and the Committee anticipates that there will be a serious deterioration in the value of the said real estate if the same is left in its present condition and that there will be a continuing difficulty in keeping the apartments rented, and that the expenses of managing the property are somewhat excessive.

4. That the Committee is, therefore, of the opinion that the real estate in question should be sold and one of the Petitioners herein, Rose K. Ginder, not in her capacity as Committee, but prior to her appointment as Committee and soley in her capacity as Administratrix of the estate of the former Committee, William J. Kane, Deceased, and on the advice of her counsel, did sign and execute a Contract, dated the 9th day of March, 1953, whereby she did agree to sell the real estate above mentioned at 89 Shipwright Street, Annapolis, Maryland, as well as all of the household furniture situated therein, unto Bernard J. Wiegard, Jr., and Dorothy P. Wiegard, at and for the full purchase price of Thirteen Thousand Dollars ($13,000.00), but the said sale having been negotiated through Annie Laurie Wiegard, as Broker, so that the said Contract provides that the full purchase price is subject to the payment of a five percent (5%) commission on the gross purchase price to the said Broker, Annie Laurie Wiegard, and the afore-

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said Contract of Sale executed by one of the Committee, Rose K. Ginder, Administratrix, and dated the 9th day of March, 1953, was made fully subject to and conditioned on the final ratification of the said Contract of Sale by this Honorable Court. The original executed copy of the said Contract of Sale of March 9th, 1953, is filed herewith as Committee's Exhibit "A".

5. That the Committee shows that the said private sale so made by Rose K. Ginder in the capacity of Administratrix to the former Committee was fairly and justly made, that it would be to the best interest to this estate to consummate the said sale and that the purchase ppice obtained in such private sale was much in excess of a price which the Committee was able to secure themselves without the employment of an Agent or Broker and in this connection the Committee files herewith, as their exhibit "C" the sworn appraisal of W. H. M. Smith and Fred E. Voges, both established real estate Brokers and Agents of the City of Annapolis, in which the said two Brokers have appraised the house and lot sold by the aforesaid Contract of Sale at the sum of Twelve thousand, Five Hundred Dollars ($12,500.00), and in which the said Brokers have appraised the household furniture situated at these premises at One Hundred Dollars ($100.00).

Wherefore the Committee prays that Your Honor pass an order in this proceeding finally ratifying and confirming the sale herein above reported.

Respectfully submitted,

Rose K. Ginder, Committee
Rose K. Ginder, Committee

Lillian M. Crandall Committee
Lillian M. Crandall, Committee

James G. Woodward
James G. Woodward,
Attorney to Committee.

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STATE OF WASHINGTON, KING COUNTY, TO WIT:

I hereby certify that on this 30th day of ~~May~~ April, in the year 1953, before me, the subscriber, a Notary Public for the State of Washington, in and for the County aforesaid, personally appeared Rose K. Ginder, one of the Committee named in the above Report of Sale, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and seal Notarial this 30th day of ~~May~~ April, 1953.

JOSEPH B. DILLON NOTARY PUBLIC COM. EXP. 3-10-54 STATE OF WASHINGTON

Joseph B. Dillon
Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of May, in the year 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Lillian M. Crandall, one of the Committee named in the above Report of Sale, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and seal Notarial this 4th day of May, 1953.

NOTARY PUBLIC

Dorothy J. Miller
Notary Public.

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EXHIBIT A

CONTRACT OF SALE

LIBER 84 PAGE 228

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 9th day of March 19 53, by and between Rose K. Ginder, Administratrix of the late William J. Kane, deceased, committee for Annie C. Kane of the first part, hereinafter called Vendor, and Bernard J.Wiegard Jr. and Dorothy P. Wiegard of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows:

All that parcel of ground known as 89 Shipwright Street, Annapolis, Anne Arundel County, Maryland, together with all improvements thereon.

Filed 4 May, 1953

At and for the price of Thirteen Thousand & 00/100-------- ($13,000) Dollars, of which Five hundred----------($500.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

The balance of $12,500 to be paid in cash within 90 days of the execution of this contract.
The above price is to include all household furniture.

Subject to final radification of this contract by the Circuit Court of Anne Arundel County, Maryland.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to, Annie Laurie Wiegard, a Broker's Commission equal to 5 % of the gross sales price, and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES: Annie Laurie Wiegard
George B. Leatherwood

Bernard J. Wiegard Jr. (SEAL)
Dorothy P. Wiegard (SEAL)
Rose K. Ginder, Administratrix of William J. Kane, Deceased, Committee for Annie C. Kane (SEAL)
(SEAL)

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LIBER 84 PAGE 229

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

COMMITTEE'S EXHIBIT "B"

Description of real estate consisting of lot of land and improvement at 89 Shipwright Street, Annapolis, Maryland, as described in deed dated the 20th day of September, 1947, from William J. Kane (now deceased), Rose K. Ginder and John K. B. Ginder, to Annie C. Kane, Widow, which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 437, Folio 369:

All that lot of ground situate, lying and being on the South side of Shipwright Street in the City of Annapolis aforesaid and described as follows: Beginning for the same at a point 150 feet 6 inches in a southeasterly direction from the southeast corner of Market and Shipwright Streets being the same point where the divisional line of the Porter and Revell property intersect the line of Shipwright Street and running with the southwest side of Shipwright Street 45 degrees 25 minutes East 30 feet; thence south 44 degree 35 minutes west 110 feet, and thence in a northwest direction and parallel to the line of Shipwright Street 30 feet to the divisional line of said Porter's and Revell's property; and thence with the divisional line North 44 degrees 35 minutes east 110 feet to the point of beginning, containing 3300 square feet of ground, more or less. Being the same property which was conveyed to Patrick J. Kane and Annie C. Kane, his wife, by Jacob Ebling and Kate Ebling, his wife, by deed dated November 30, 1909 and recorded among the Land Records of Anne

Arundel County in Liber G. W. No. 69 folio 326, and which upon the death of the said Patrick J. Kane, May, 1925, vested in the said Annie C. Kane absolutely.

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LIBER 84 PAGE 231

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

COMMITTEE'S EXHIBIT "C"

Filed 4 May, 1953

We, the undersigned, each being real estate Brokers and residing and engaging in the real estate business in Anne Arundel County, do hereby certify that on the 10th day of March, 1953, we did inspect, view and appraise the real estate held among the assets of the estate of Annie C. Kane, Incompetent, the same being a lot improved by a residential apartment building thereon known as 89 Shipwright Street, Annapolis, Maryland, as well as the contents of the said building, and that we do appraise the same as having the value following:

Lot and improvement known as 89 Shipwright Street, Annapolis, Md.	$12,500.00
Miscellaneous household furniture located principally in the second floor apartment at above premises.	100.00
	$12,600.00

Respectfully submitted,

W. H. M. Smith
W. H. M. Smith

Fred E. Voges
Fred E. Voges

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of April, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared W. H. M. Smith and Fred E. Voges, both real estate Brokers residing in and engaged in the real estate business in said county, and that they did severally make oath that they are acquainted with the real property mentioned in the aforegoing Certificate of Appraisal and the furniture located in the said property, and also with the value of real property in its immediate vicinity, and that the matters, facts and amounts set forth in the above appraisal are true and correct to the best of their knowledge and belief.

Mary M. Munroe
Mary M. Munroe Notary Public.

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EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91

COMMITTEE'S PETITION FOR AUTHORITY TO EXECUTE CONTRACT FOR SALE OF REAL ESTATE AND HOUSEHOLD FURNITURE.

Filed 21 May, 1953.

To the Honorable, The Judge of Said Court:

1. This Petition of Rose K. Ginder and Lillian M. Crandall, shows that by the Order of this Court, dated the 31st day of March, 1953, they were appointed Committee for Annie C. Kane, Widow, Incompetent, with full power and authority to take charge and manage the property, and to assume the control of the person of the said Incompetent under the direction of this Court, upon the filing of a bond in the pentaly of Sixteen Thousand Dollars ($16,000.00) for the faithful discharge of their duties as such Committee, and that thereafter the said Rose K. Ginder and Lillian M. Crandall did file bond in such penalty, which bond has been duly approved by the Clerk of this Court.

2. That included among the assets of this estate is real estate known as 89 Shipwright Street, Annapolis, Maryland, which consists of a lot of land improved by a residential building which was originally a dwelling and which sometime heretofor was converted into three apartments, the said real estate having been conveyed to the Incompetent by William J. Kane (now deceased), Rose K. Ginder and John K. B. Ginder, by deed dated the 20th day of September, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 437, Folio 369, the description of the real estate was heretofor filed among the proceedings in this case. Also, included among the assets of this estate is a small miscellaneous lot of house-

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hold furniture located primarily in the second floor apartment of the said building included in the real estate above named.

3. That the building known as 89 Shipwright Street, Annapolis, Maryland, held by the Incompetent, as above, has fallen into a bad state of repair and your Committee is reliably advised that the expense of making necessary repairs would not be justified from the standpoint of the rents which could be secured for the apartments after said repairs were made, the third floor apartment in particular being badly in need of repair and remodeling. That the Committee finds it difficult to retain tenants for any of the apartments while the said apartments at the said building are in their present state of repair and the Committee anticipates that there will be a serious deterioration in the value of the said real estate if the same is left in its present condition and that there will be a continuing difficulty in keeping the apartments rented, and that the expenses of managing the property are somewhat excessive, and that the first and third floor apartments at these premises are now vacant and unrented, while the Committee has received a notice from the tenants on the second floor apartment at these premises that the said tenants intend to quit and vacate the apartment on the 30th day of May, 1953.

4. That the Committee is, therefore, of the opinion that the real estate in question should be sold and the Committee have endeavored to make a private sale of the said property, the highest offer the Committee has for the real estate and the household furniture therein has been received from Bernard J. Wiegard, Jr., and Dorothy P. Wiegard, his wife, who have offered to purchase the same for the sum of Thirteen Thousand Dollars ($13,000.00), but the said offer has been secured through Annie Laurie Wiegard, as Broker, and if the said sale is consummated it will have to be in the form of a written contract negiotated by her, as Agent for the Committee in this sale, and in such a contract the full purchase price of Thirteen Thousand Dollars ($13,000.00) will be subject to the regular

commission charged by Annie Laurie Wiegard, as Broker, amounting to five percent (5%) of said purchase price.

5. The Committee shows that it would be to the best advantage of this estate to consummate the sale of the real estate and furniture, above mentioned, to Bernard J. Wiegard, Jr., and Dorothy P. Wiegard, his wife, at and for the full purchase price of Thirteen Thousand Dollars (13,000.00), subject to the usual commission to the Broker of five percent, and the Committee shows that the purchase price offered by these purchasers was much in excess of a price which the Committee was able to secure themselves without the employment of an Agent or Broker, and the Committee finally shows that they have heretofor filed among the proceedings in this estate the sworn appraisal of W. H. M. Smith and Fred E. Voges, established real estate Brokers and Agents of the City of Annapolis, in which the said two Brokers and Agents have appraised the house and lot the Committee desires to sell at the sum of Twleve Thousand Five Hundred Dollars ($12,500.00), and in which the said Brokers have appraised the household furniture situated at these premises at One Hundred Dollars ($100.00).

Wherefore, the Committee prays that Your Honor pass an Order in this proceeding authorizing them to sign and execute a contract, subject to the final approval and ratification of this Court, for the sale of these premises to Bernard J. Wiegard, Jr., and Dorothy P. Wiegard, his wife, at and for the full sum of Thirteen Thousand Dollars ($13,000.00) and to negiotate said contract through Annie Laurie Wiegard, as Broker, and to agree to pay the said Annie Laurie Wiegard the sum of five percent of the full purchase price of Thirteen Thousand Dollars ($13,000.00), should the said contract be finally approved and ratified by this Honorable Court.

Respectfully submitted,

Rose K. Ginder
Rose K. Ginder, Committee

James G. Woodward
James G. Woodward,
Attorney to Committee

Lillian M. Crandall committee
Lillian M. Crandall, Committee

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STATE OF WASHINGTON, KING COUNTY, TO WIT:

I hereby certify that on this 18th day of May, in the year 1953, before me, the subscriber, a Notary Public for the State of Washington, in and for the County aforesaid, personally appeared Rose K. Ginder, one of the Committee named in the above Petition, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Petition are true to the best of her knowledge and belief.

As witness my hand and seal Notarial this 18th day of May, 1953.

JOHN E. BERG NOTARY PUBLIC STATE OF WASHINGTON

Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of May, in the year 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Lillian M. Crandall, one of the Committee named in the above Petition, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Petition are true to the best of her knowledge and belief.

As witness my hand and seal Notarial this 21st day of May, 1953.

NOTARY PUBLIC

Dorothy I. Miller
Notary Public.

LIBER 84 PAGE 236

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	MARYLAND
	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91
	:	

ORDER OF COURT

Upon the aforegoing Petition of Rose K. Ginder and Lilliam M. Crandall, Committee for Annie C. Kane, Widow, the Incompetent, it is hereby Ordered, by the Circuit Court for Anne Arundel County, sitting in Equity, this 21st day of May 1953, that the said Rose K. Ginder and Lillian M. Crandall, as Committee for the Incompetent, are authorized to sign and execute a written contract of sale selling unto Bernard J. Wiegard, Jr., and Dorothy P. Wiegard, his wife, all of the real estate and premises held by the Incompetent known as 89 Shipwright Street, Annapolis, Maryland, together with all of the household furniture situated therein, at and for the full purchase price of Thirteen Thousand Dollars ($13,000), said written contract of sale or agreement to further provide that the same shall be subject to the final approval and ratification thereof by this Court, and the Committee is hereby authorized, also, to negotiate the execution of the said contract of sale or agreement through Annie Laurie Wiegard, as Broker, and to agree, in said contract of sale, to pay the said Broker a commission of Five percent (5%) on the full purchase price of $13,000.00 for said real estate and furniture, and the said Committee is hereby finally directed that upon the signing and execution of the said contract of sale or agreement, to immediately report said sale to this Court.

Benjamin Michaelson

Benjamin Michaelson, Judge.

Filed 21 May, 1953

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LIBER 84 PAGE 237

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
ANNIE C. KANE, WIDOW,	:	ANNE ARUNDEL COUNTY
	:	MARYLAND
AN INCOMPETENT.	:	IN EQUITY
	:	CASE NO. 9859
	:	DOCKET NO. 14
	:	FOLIO 91
	:	

COMMITTEE'S REPORT OF SALE OF REAL ESTATE AND FURNITURE.

To The Honorable, The Judge of Said Court:

1. This report of Rose K. Ginder and Lillian M. Crandall, shows that by the Order of this Court, dated the 31st day of March, 1953, they were appointed Committee for Annie C. Kane, Widow, Incompetent, with full power and authority to take charge and manage the property, and to assume the control of the person of the said Incompetent under the direction of this Court, upon the filing of a bond in the penalty of Sixteen Thousand Dollars ($16,000.00) for the faithful discharge of their duties as such Committee, and that thereafter the said Rose K. Ginder and Lillian M. Crandall did file bond in such penalty, which bond has been duly approved by the Clerk of this Court.

Filed 4 June, 1953.

2. That included among the assets of this estate is real estate known as 89 Shipwright Street, Annapolis, Maryland, which consists of a lot of land improved by a residential building which was originally a dwelling and which sometime heretofor was converted into three apartments, the said real estate having been conveyed to the Incompetent by William J. Kane (now deceased), Rose K. Ginder and John K. E. Ginder, by deed dated the 20th day of September, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 437, Folio 369, the description of the said real estate being set forth in an exhibit heretofor filed by the Committee in these pro-

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ceedings. Also, included among the assets of this estate is a small miscellaneous lot of household furniture located primarily in the second floor apartment of the said building included in the real estate above named.

3. That the Committee has also heretofor filed as an exhibit in this proceeding a certificate of W. H. M. Smith and Fred E. Voges, both established real estate brokers and agents in the City of Annapolis, in which the said two brokers have appraised the house and lot above mentioned at the sum of Twelve Thousand, Five Hundred Dollars ($12,500.00) and in which the said brokers have appraised the household furniture situated at these premises at One Hundred Dollars ($100.00). The Committee further reports that pursuant to an Order passed by this Court in this proceeding on May 21st, 1953, the Committee has signed and executed a Contract of Sale, subject to the final approval and ratification by this Court, of the real estate known as 89 Shipwright Street, and the household furniture situated therein, unto Bernard J. Wiegard and Dorothy P. Wiegard, at and for the full purchase price of Thirteen Thousand Dollars ($13,000.00), the said Contract of Sale having been negotiated through Annie Laurie Wiegard, as broker, and the same providing for the payment to the said broker of a commission of five percent (5%), on the full purchase price of $13,000.00 provided for in the said Contract, all in pursuance of the Order of this Court, dated May 21st, 1953. The said Contract of Sale, dated the 23th day of May, 1953, and the original copy of the same is filed herewith as Committee's Exhibit "A".

4. That the Committee reports that the said private sale as evidenced by the written Contract of Sale filed herewith, was fairly and justly made, that it would be to the best interest of this estate to consummate the said sale and that the purchase price obtained in such private sale was much in excess of the price which the Committee was able to secure itself without the employment of an agent or broker.

Therefore the Committee prays that Your Honor pass an Order in this proceeding ratifying and confirming the sale herein above reported.

Respectfully submitted,

Rose K. Ginder

Rose K. Ginder, Committee

Lillian M. Crandall

Lillian M. Crandall, Committee

James G. Woodward

James G. Woodward,
Attorney to Committee.

STATE OF WASHINGTON, KING COUNTY, TO WIT:

I hereby certify that on this 1ST day of June, in the year 1953, before me, the subscriber, a Notary Public for the State of Washington, in and for the County aforesaid, personally appeared Rose K. Ginder, one of the Committee named in the above Report of Sale, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and seal Notarial this 1ST day of June, 1953.

NOTARY PUBLIC STATE OF WASHINGTON

Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of May, in the year 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for the County aforesaid, personally appeared Lillian M. Crandall, one of the Committee named in the above Report of Sale, and she did make oath in due form of law that the matters, facts and things stated in the aforegoing Report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

As witness my hand and seal Notarial this 28th day of May, 1953.

NOTARY PUBLIC

Notary Public.

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MMITTEES' EXHIBIT "A"

CONTRACT OF SALE

LIBER 84 PAGE 241

Official Contract of The Anne Arundel County Real Estate Board, Inc..

THIS AGREEMENT, Made this 28th day of May 1953, by and between Rose K. Ginder and Lillian M. Crandall, as committee for Annie C. Kane, Incompetent,

of the first part, hereinafter called Vendor, and Bernard J. Wiegard and Dorothy P. Wiegard

of the second part, hereinafter called Vendee

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows:

All that parcel of ground known as 89 Shipwright Street, Annapolis, Anne Arundel County, Maryland, together with all improvements thereon, and all furniture contained in the dwelling.

Filed 4 June, 1953.

At and for the price of Thirteen Thousand ($13,000.00)---------- Dollars, of which Five Hundred (500.00)---------- Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

The balance of $12,500 to be paid in cash within 90 days of the execution of this contract.

Subject to final approval and ratification by the Circuit Court of Anne Arundel County.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to, Annie Laurie Wiegard, a Broker's Commission equal to 5 % of the gross sales price, and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Jeanne E. DeMont
James G. Woodward
Annie Laurie Wiegard
Annie Laurie Wiegard

Rose K. Ginder (SEAL)
Lillian M. Crandall (SEAL)
Committee for Annie C. Kane, Incompetent.
Bernard J. Wiegard Jr. (SEAL)
Dorothy P. Wiegard (SEAL)

Exhibit

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ORDER NISI

LIBER 84 PAGE 242

EX PARTE IN THE MATTER OF

ANNIE C. KANE, WIDOW, AN INCOMPETENT.

~~versus~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9859 Equity

Ordered, this 7 day of July, 19 53, That the sale of the Real Estate and furniture in these Proceedings mentioned, made and reported by Rose K. Ginder and Lillian M. Crandall, Committee for Annie C. Kane, ~~Trustees~~, Widow, an Incompetent,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of August next.

The report states that the amount of sales to be $ 13,000.00.

John F. Robbins 3rd Clerk.

True Copy,

TEST: Clerk.

Filed 7 July 1953.

(Final Order).

EX PARTE IN THE MATTER OF

ANNIE C. KANE, WIDOW, AN INCOMPETENT.

~~XXXXXXX~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of August, 19 53, that the sale made and reported by the ~~Trustee~~ Committee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 11 Aug., 1953.

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LIBER 84 PAGE 243

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *August 7*, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 9859

Annie C. Kane

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *10th* day of *August*, 1953. The first insertion being made the *9th* day of *July*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

No. E. C. *10127*

25

Filed 10 Aug. 1953

EX PARTE IN THE MATTER OF ANNIE C. KANE, WIDOW, AN INCOMPETENT

Ordered, this 7th day of July, 1953, That the sale of the Real Estate and furniture in these Proceedings mentioned, made and reported by Rose K. Ginder and Lillian M. Crandall, Committee for Annie C. Kane, Widow, an Incompetent, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be known on or before the 10 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 10th day of August next.

The report states that the amount of sales to be $13,000.00.

JOHN H. HOPKINS, 3rd., Clerk

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

Jy-30

LIBER 84 PAGE 244

MILTON C. GREER
MANHATTAN BEACH, A.A.CO.

VS.

FRANK WALBURG and ANNA WALBURG, also known as ANNIE L. WALBURG, his wife, and all persons having or claiming to have any interest in the property known as Lots 16 and 17, Section "H" on the Plat of Manhattan Beach

NO. EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

1624 ST. PAUL ST. BALTIMORE, MD.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator complaining says:

1. That on or about October 14, 1947, your Orator having purchased the herein described property at public auction, the Certificate of Tax Sale attached hereto was issued to him by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, said certificate being prayed to be taken as a part hereof.

2. The property mentioned in said Certificate of Tax Sale, which is Certificate No. 686, is described as follows:

> Property in the Third District described as Lots 16 and 17, Section "H" as shown on the Plat of Manhattan Beach, Anne Arundel County, assessed to Frank and Annie L. Walburg.

On October 14, 1947, the date of the Collector's Sale, the lots described above were assessed to the persons as set out and, according to the Land Records of Anne Arundel County, the Equity Records of Anne Arundel County and the records of the Orphans Court of Anne Arundel County, the title to said property was vested in said persons at the time of the sale and is so vested at the present time, subject, however, to the tax sale mentioned in the aforesaid certificate issued to the Complainant.

Filed June 21, 1949

3. That the aforesaid property has not been redeemed by any party in interest although more than a year and a day from the date of the sale has expired.

4. The Complainant prays for process directed to the above named defendants whose last known address was 1624 St. Paul

Street, Baltimore, Maryland.

5. Your Orator prays for an order of publication directed to all parties in interest in the said property.

6. To redeem the property it is necessary for the Defendants to pay the sum of $15.23 with interest from October 14, 1947, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by your Complainant and any reimbursement due your Orator under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

7. Your Orator prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the property described herein.

And as in duty bound, etc.

Milton C. Greer
Complainant

Wm. Brown
Attorney for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 17th day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Milton C. Greer, Complainant in the above entitled case, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true and correct to the best of his knowledge, information and belief.

Aswitness my hand and Notarial Seal.

Henry M. Buchmann
Notary Public

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LIBER 84 PAGE 246

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CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to Milton C. [illegible] Severna Park at public auction for the sum of 60 00/100 Dollars and — Cents, of which 15.23 Dollars has been paid as a deposit on the property in 3rd District described as Lots 16-17 Sec H as shown in the plat of Manhattan [illegible]

and assessed to Frank & Annie Walburg

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15-1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct 19[illegible]

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B. [illegible]
Notary Public.

My Commission Expires May 1949

Ex "A"

Filed June 21 1949

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LIBER 84 PAGE 247

MILTON C. GREER	:	
VS.	:	NO. 9720 EQUITY
FRANK WALBURG and ANNA WALBURG, also known as ANNIE L. WALBURG, his wife, and all persons having or claiming to have any interest in the property known as Lots 16 and 17, Section "H" on the Plat of MANHATTAN BEACH	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

:: : ::: : : : :

Order of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and the State of Maryland to the Plaintiff in this proceeding:

> Property in the Third District described as Lots 16 and 17, Section "H" as shown on the Plat of Manhattan Beach, Anne Arundel County, assessed to Frank and Annie L. Walburg.

The Bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

Filed June 21 1949

It is thereupon this 21st day of June, 1949, by the Circuit Court for Anne Arundel County ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 25th day of August, 1949, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title, free and clear of all encumbrances.

John H. Hopkins 3rd

LIBER 84 PAGE 248

MILTON C. GREER	:	
vs.	:	
		No. 9720 Equity
FRANK WALBURG and ANNA WALBURG, also known as ANNIE L. WALBURG, his wife, and all persons having or claiming to have any interest in the property known as Lots 16 and 17, Section "H" on the Plat of Manhattan Beach	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : : : : : :

DECREE PRO CONFESSO

The Defendants, Frank Walburg and Anna Walburg, also known as Annie L. Walburg, his wife, and all persons having or claiming to have any interest in the property known as Lots 16 and 17, Section "H" on the Plat of Manhattan Beach, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication,

It is thereupon this 23rd day of September, 1949, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be and the same is hereby taken Pro Confesso against said Defendants.

Benjamin Michaelson
Judge

Filed Sept. 23" 1949.

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LIBER 84 PAGE 249

MILTON C. GREER	:	
vs.	:	
		No. 9720 Equity
FRANK WALBURG and ANNA WALBURG, also known as ANNIE L. WALBURG, his wife, and all persons having or claiming to have any interest in the property known as Lots 16 and 17, Section "H" on the Plat of Manhattan Beach	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : : : :

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 90 to 90-0 inclusive, of Article 81 of the Annotated Code of Maryland (1947 Supplement)

It is, thereupon, this 15th day of October, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, from or under them, in and to the property described in this proceeding as having been sold by the Collector of Taxes for the State of Maryland and the County of Anne Arundel to the Plaintiff on the 14th day of October, 1947, for the non-payment of taxes be, and the same are, hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same may be subject) is hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon, accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiff, in fee simple.

Oct 15 1949.

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4. That the Plaintiff shall pay the cost of this proceeding.

Benjamin Hitchcock
Judge

LIBER 84 PAGE 251

No. 5338 Equity.

In the Matter of the sale of the Mortgaged Real Estate of James H. Bailey.

Mr. Clerk:

Please docket this suit file the orgginal mortgage and mortgage note.

Eugene P. Childs
Assignee.

Filed July 26" 1927

EUGENE P. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

PROMISSORY NOTE

LAW REPORTER BLANK No. 12

Secured by Mortgage
25 acres 8th: Election
District A.A.Co., Maryland

LIBER 84 PAGE 252

$5,500.00 Washington, D. C., June 25th 1925

On or before two (2) years after date, for value received, I promise to pay to the order of Alexander Williams and Rosa Williams the sum of ----Five Thousand and Five Hundred ---------- Dollars, at any Bank with interest at the rate of 6 per centum per annum until paid, said interest payable semi-annually.

No. James H. Bailey

Due Certified by Joseph Becker Notary

Address

MADE AND SOLD BY THE LAW REPORTER PRINTING CO., STATIONERS, 515 FIFTH STREET N. W., WASHINGTON, D. C. 1519-B

LIBER 84 PAGE 253

This Mortgage,

Made this 6th *day of* June *in the year one thousand nine hundred and* twenty-five, *by and between* James H. Bailey, widower, of Washington, D.C., *part y of the first part, and* Alexander Williams and Rose Williams, his wife, *parties of the second part:*

Whereas, the said party of the first part, for balance of purchase money due on the hereinafter described property, is justly indebted unto the said parties of the second part in the full sum of Five Thousand Five Hundred ($5,500.00) Dollars, and has given therefor to the said parties of the second part his one certain promissory note for said sum, of even date herewith, payable on or before two (2) years after date, with interest thereon at the rate of six per centum per annum until paid; said interest payable semi-annually,

and wishing to better secure the punctual payment of said note... by the execution of this Mortgage, which was a condition precedent to the making of said note....

Now, this Mortgage Witnesseth, *that in consideration of the premises and of the sum of* Ten Dollars *the said party of the first part do grant unto the said parties of the second part, in fee simple, all* that certain *piece or parcel of ground situate, lying and being in* Eighth Election District, Anne Arundel County, *County, State of Maryland, and described as follows, to wit:* Being all that tract of land containing twenty-five acres as the same is more particularly described in a Deed from the said parties of the second part to the said James H. Bailey dated June 13, 1925 and recorded, or intended so to be, prior hereto among the Land Records of said County, reference to said deed being hereby specially made for a more full and particular description of the land hereby conveyed.

The mortgagees agree to release any one or more acres of land hereby conveyed upon payment to them of the sum of Three Hundred ($300.00) Dollars per acre, and all payments made for the property released to be credited on the principal debt, interest on said

sum to be paid to next interest paying period, All releases to be at the cost of the mortgagor.

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

To have and to hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the part ies of the second part, his, her or their heirs and assigns forever.

Provided, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay or cause to be paid the aforesaid note, according to the tenor thereof, and shall perform all the covenants herein on his or their part to be performed, then this Mortgage shall be void.

And it is agreed that, until default be made in the premises, the part y of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said James H. Bailey for himself and for his heirs, executors, administrators and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money or the interest thereon to accrue, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said parties of the second part, their heirs and heirs and assigns or T. Howard Duckett, ---------- their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns and which sale shall be made in manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; and in the event of a sale of said property under the powers hereby granted, the proceeds arising from such sale to apply, **first,** to the payment of all expenses incident to such sale, including all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee s or

holder of this Mortgage, and commissions to the party making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; Secondly, to the payment of all claims of the said mortgagees, their personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said mortgagor his personal representatives or assigns, or to whoever may be entitled to the same.

And it is Further Agreed, that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

And the said party of the first part for himself ~~for h~~ and for his heirs, executors, administrators and assigns, does further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least ..... Dollars, and to cause the policy, to be effected thereon, to be so framed or indorsed, as, in case of fire, to inure to the benefit of the said parties of the second part, their personal representatives and assigns to the extent of his, her, or their lien or claim hereunder.

Witness his hand and seal.

TEST: John A. Becker — James H. Bailey [SEAL]

[SEAL]

DISTRICT OF COLUMBIA: } ss:

I Hereby Certify that on this 25th day of June in the year of our Lord one thousand nine hundred and twenty-five before the subscriber, a Notary Public ~~of the said~~ in and for the said District aforesaid, personally appeared in said District James H. Bailey grantor in the foregoing deed and ---------- acknowledged the foregoing Mortgage to be his act.

Witness my hand and official seal.

John A. Becker
Notary Public, D.C.

STATE OF MARYLAND } ss:
ANNE ARUNDEL COUNTY:

I Hereby Certify that on this 8th day of ~~June~~ July in the year one thousand nine hundred and twenty-five before the subscriber, a ..... in and for the State and County aforesaid, personally appeared in said State and County Alexander Williams and Rose Williams the within-named mortgagees and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth; ~~and also made that he he not required the mortgagor agent, or attorney, or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will he require any tax levied thereon to be paid by the mortgagor or any person for h during the existence of this Mortgage.~~

Witness my hand and official seal.

John H. Hopkins Jr.
Notary Public

I hereby certify that on this 21st day of June 1927, appeared before me a Notary in the State of Maryland. Alexander Williams + Rose Williams and made oath that the above statements are true.

Date June 21st 1927 Signed Meta Anna Potter Notary

LIBER 84 PAGE 256

ASSIGNMENT.

For Value Received We hereby assign the within Mortgage to Eugene P. Childs for purpose of foreclosure.

Witness ~~my~~ our hands and seals this 27" day of June 1927

TEST: Witness as to marks of Alex Williams and Rose Williams } ss: James Williams

Alexander his Williams [SEAL]
Rose her Williams mark (Seal)
mark

I Hereby Certify that on this day of June in the year one thousand nine hundred and twenty seven, before the subscriber, a Notary Public of State of Maryland in and for Baltimore County aforesaid, personally appeared Alexander Williams and Rose Williams above-named assignee, and made oath that they have not required the mortgagor, his agent or attorney, or any person for the said mortgagor to pay the tax levied upon the interest covenanted to be paid, in advance, nor will they require the same to paid by the mortgagor or any person for them during the existence of this Mortgage.

Witness my hand and official seal.

Received for Record 26 day of July 1927 at 1-30 o'clock P.M. and same day recorded in Liber ~~F.S.R.~~ W.M.B. No. 8 Fol. 301 Land Records of Anne Arundel County.
FRANK S. REVELL, Clerk
75¢ paid

Filed July 26 1927

Ex

Mortgage

FROM James H. Bailey, widower

TO Alexander Williams and Rose Williams uxor

Received for Record on the 28 day of July A.D. 1925 at 9 o'clock A.M., and recorded in Liber No. W.M.B. #8-299 at folio, one of the Land Records for Anne Arundel County
Lorenzo Martin Brady Clerk.
Alex. Williams
$4.00 Cheeckton paid

MADE AND SOLD BY THE LAW REPORTER PTG. CO., 518 FIFTH ST. N.W., WASH., D.C.

Baltimore, Maryland
June 1927

RELEASE.

We do hereby release the within Mortgage.

Witness my hand and seal this day of June 1927

TEST: [SEAL]

(SEAL)

LIBER 84 PAGE 257.

No 5338 Equity

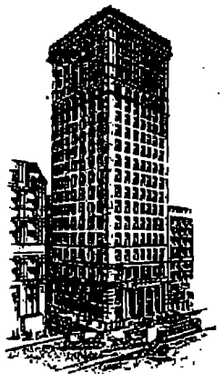
In the matter
of the
Mortgaged Real Estate
of
James H. Daley

1-16 Mr. Clerk:
Please file
and approve
Eugene P. Childe
assignee
Bond

Filed & Approved this
11th day Aug. 1927
Frank J. Revell, Clerk.

Filed Aug. 11th 1927.

LIBER 84 PAGE 258



COMPANY'S OFFICE BUILDING
100 BROADWAY NEW YORK.

American Surety Company
OF NEW YORK.

CAPITAL AND SURPLUS $ 5,000,000.

Know all Men by these Presents, That we, Eugene P. Childs of Annapolis, Maryland, as Principal, and American Surety Company of New York, a body corporate of the State of New York, and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixty-five Hundred Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 6th day of August nineteen hundred and 27.

Whereas, by virtue of a power of sale contained in a mortgage from James H. Bailey, widower, to Alexander Williams and Rose Williams his wife, bearing date on or about the 25th day of June nineteen hundred and 25 the said Eugene P. Childs, Assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Eugene P. Childs, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now the Condition of the above Obligation is such, That if the above bounden Eugene P. Childs, Assignee do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

V. M. Perlitz

Eugene P. Childs (SEAL)
ASSIGNEE

(SEAL)

AMERICAN SURETY COMPANY OF NEW YORK

By Benjamin Winchester
Resident Vice President.
Attorney in fact

Resident Assistant Secretary.
Countersigned

LIBER 84 PAGE 259

No. 5338 Equity.

In the Matter of the Sale of the Mortgaged Real Estate of James H. Bailey.

Report of Sale, Auctioneer's Certificate and Purchaser's Agreement.

Mr. Clerk:

Please file.

Eugene P. Childs
Assignee. 6.

EUGENE P. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 23 August 1927

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LIBER 84 PAGE 260

In the Matter of the Sale of : No. 5338 Equity.
the Mortgaged Real Estate of : In the Circuit Court
James H. Bailey : for Anne Arundel County.

: : : : : :

To the Honorable the Judges of said Court:-

The report of Eugene P. Childs, the Assignee named in the mortgage filed in this case to make sale of the property therein mentioned and described, respectfully shows:-

That said mortgage was in default, and having advertised said property for sale for more than three weeks before the day of sale in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, and also by handbills which he caused to be circulated in the neighborhood of the property to be sold, he did attend in person at the Court House Door in the city of Annapolis, Maryland on Tuesday the twenty third of August 1927, at eleven o'clock A. M. , the time and place advertised for said sale and then and there offered said property for sale, to wit: All of that property described in the within mortgage filed, and then and there sold the same at and for the sum of six thousand and three hundred dollars to Stella C. Larsen she being then and there the highest bidder for said property, and he files herewith certificate of Auctioneer and agreement of purchaser, to comply with the terms of sale.

And he further shows that the purchaser has paid five hundred dollars on account of the purchase money thereof.

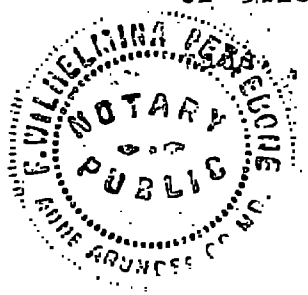
All of which is respectfully submitted.

Eugene P. Childs
Assignee.

State of Maryland,

Anne Arundel County, to wit:

I hereby certify that on this 23rd day of August in the year 1927 before me the subscriber a Notary Public of the State of Maryland in and for said County aforesaid, personally appeared Eugene P. Childs, Assignee and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true as therein stated, and that the sale was fairly



Witness my hand and seal Notarial.

F. Willelmina Pearsons
Notary Public.

c

LIBER 84 PAGE 262

Annapolis, Maryland

August 23, 1927

I have this day purchased of Eugene P. Childs, Assignee the property described on this hand bill, at and for the sum of six thousand three hundred dollars and I herewith comply with the terms of sale.

Stella C. Larens
Purchaser.

Filed 23 August 1927

Annapolis, Maryland

August 23, 1927

I have this day sold to Stella C. Larens at and for the sum of six thousand three hundred dollars the property described in this handbill, and she has paid on account the sum of five hundred dollars as deposit.

Williams H. Ross
Auctioneer.

WM. H. MOSS - Auctioneer

Assignee's Sale

— OF —

VALUABLE LOT

NEAR GALESVILLE
ON WEST RIVER, ANNE ARUNDEL COUNTY

By virtue of a power of sale contained in a mortgage from James H. Bailey, widower, bearing date of 25th day of June, 1925, and recorded among the Land Records of Anne Arundel County in W. M. B. No. 8 folio 299, I will offer at public sale at the Court House Door in the City of Annapolis, on

Tuesday, Aug. 23, 1927

AT 11 O'CLOCK, A. M.

all that lot of ground in said mortgage mentioned and described as containing twenty-five acres (25) of land, situated on West River. This property has a beautiful water frontage on West River and is well adapted for development purposes, close to school, church and post office. It is connected by good roads with Washington, Baltimore and Annapolis, excellent fishing, crabbing and bathing.

TERMS OF SALE:—A deposit of five hundred dollars ($500.00) will be required of purchaser at time of sale. The balance of the purchase money to be paid in cash with interest from date of sale on ratification of sale or delivery of deed.

EUGENE P. CHILDS,
Assignee.
State Capital Bank Building.

Ordered this 23rd day of August 1927, that the sale of the property mentioned in the proceedings made and reported by Eugene P. Childs, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of September next.

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

Frank S. Revell Clerk.

Ordered by the Court this day of 1927 that the sale made and reported by the Assignee aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

LIBER 84 PAGE 265

OFFICE OF

The Maryland Gazette

PUBLISHED SINCE 1727

Published by

THE CAPITAL PUBLISHING CO.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 27, 1927.

We hereby certify, that the annexed Order Nisi – Sale – Bailey #5338 Equity

was published in

The Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 24th day of September, 1927. The first insertion being made the 25th day of August, 1927.

THE CAPITAL PUBLISHING COMPANY.

By W. W. Strange

No. MG 1242

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of James H. Bailey.

No. 5338 Equity.
In the Circuit Court for Anne Arundel Co.

Ordered, this 23rd day of August, 1927, that the sale of the property, mentioned in these proceedings, made and reported by Eugene P. Childs, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

24th 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 24th day of September next.

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

FRANK S. REVELL, Clerk.

True Copy, Test:
FRANK S. REVELL, Clerk. 8

Filed Sept. 24, 1927

No. 5338 Equity.

In the Matter of the
Mortgaged Real Estate
of James H. Bailey

Petition to re-sell property and Order of Court thereon.

Mr. Clerk:

Please file.

Eugene P. Childs
Assignee

Copy of this Order served on Stella C. Larsen this day of not in my County Nov 7 1927 1927

Chas. W. Barber
Sheriff of Prince William County, Virginia.

EUGENE P. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

5

In the Matter of the Mortgaged : No. 5338 Equity.
Real Estate of James H. Bailey : In the Circuit Court
: for Anne Arundel County.

: : : : : : : : :

To the Honorable the Judges of said Court:

The petition of Eugene P. Childs, Assignee in the above entitled case respectfully shows:

That on the 27th day of June 1927 Alexander Williams and wife mortgagees assigned to Eugene P. Childs for the purpose of foreclosure a certain mortgage date the 25th day of June in the year 1925 from James H. Bailey to them, the said Rose and Alexander Williams.

That the said Eugene P. Childs by virtue of said assignment instituted foreclosure proceedings on the 26th day of July 1927 in the Circuit Court for Anne Arundel County and filed his bond in the penalty of sixty five hundred dollars ($6500.00) which bond was approved by the Clerk of the Circuit Court for Anne Arundel County.

That he advertised said property for sale and on Tuesday the 23rd day of August 1927 at the hour of 11 o'clock offered said property at the Court House Door in the City of Annapolis at public sale and sold the same to one Stella C. Larsen at and for the sum of six thousand three hundred dollars ($6,300.00), she being then and there the highest bidder therefore.

That the terms of sale have not been complied with by the said Stella C. Larsen although your petitioner has exercised every means and has given her every opportunity in which to do so.

Your petitioner therefore prays the Court to pass an order in the premises authorizing him to re-sell the said property at

the risk of the said Stella C. Larsen.

And as in duty bound, etc.,

Eugene P. Childs
Petitioner and Assignee.

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

I hereby certify that on this 27th day of October in the year 1927, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Eugene P. Childs, Assignee and made oath in due form of law hat the matters and facts set out in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial.

Notary Seal Place

Wilhelmina Pettibone
Notary Public.

Upon the aforegoing petition and affidavit it is this 27th day of October 1927 ordered by the Circuit Court for Anne Arundel County in Equity that Eugene P. Childs, Assignee in the above entitled case be and he is hereby authorized to re-sell the property mentioned in the above proceedings unless cause to the contrary be shown on or before the 12th day of November 1927 provided a copy of this order be served on the said Stella C. Larsen or her Counsel on or before the 8 day of November next.

Robert Moss A.J.

True copy Test
Frank S. Revell, Clerk

LIBER 84 PAGE 269

Service of Copy of
Within notice admitted
this 4th day of Nov.
1927
Stella C Larsen

No. 5338 Equity.

In the Matter of the
Mortgaged Real Estate
of James H. Bailey

Petition to re-sell property and Order of Court thereon.

Mr. Clerk:

Please file.

Eugene P Childs
Assignee.

Order Oct 27-27

Final Order Nov 29-27

Filed 29 November 1927

EUGENE P. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 27 October 1927

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In the Matter of the Mortgaged : No. 5338 Equity.
Real Estate of James H. Bailey : In the Circuit Court
: for Anne Arundel County.

: : : : : : : : :

To the Honorable the Judges of said Court:

The petition of Eugene P. Childs, Assignee in the above entitled case respectfully shows:

That on the 27th day of June 1927 Alexander Williams and wife mortgagees assigned to Eugene P. Childs for the purpose of foreclosure a certain mortgage dated the 25th day of June in the year 1925 from James H. Bailey to them, the said Rose and Alexander Williams.

That the said Eugene P. Childs by virtue of said assignment instituted foreclosure proceedings on the 26th day of July 1927 in the Circuit Court for Anne Arundel County and filed his bond in the penalty of sixty five hundred dollars ($6500.00) which bond was approved by the Clerk of the Circuit Court for Anne Arundel County.

That he advertised said property for sale and on Tuesday the 23rd day of August 1927 at the hour of 11 o'clock offered said property at the Court House Door in the City of Annapolis at public sale and sold the same to one Stella C. Larsen at and for the sum of six thousand three hundred dollars ($6,300.00), she being then and there the highest bidder therefore.

That the terms of sale have not been complied with by the said Stella C. Larsen although your petitioner has exercised every means and has given her every opportunity in which to do so.

Your petitioner therefore prays the Court to pass an order in the premises authorizing him to re-sell the said property at

the risk of the said Stella C. Larsen.

And as in duty bound, etc.,

Eugene P. Childs
Petitioner and Assignee.

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

I hereby certify that on this 27th day of October in the year 1927, before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Eugene P. Childs, Assignee and made oath in due form of law that the matters and facts set out in the aforegoing petition are true as therein stated.

Witness my hand and seal Notarial.

F. Wilhelmina Peterhouse
Notary Public.

Upon the aforegoing petition and affidavit it is this 27th day of October 1927 ordered by the Circuit Court for Anne Arundel County in Equity that Eugene P. Childs, Assignee in the above entitled case be and he is hereby authorized to re-sell the property mentioned in the above proceedings unless cause to the contrary be shown on or before the 14th day of November 1927 provided a copy of this order be served on the said Stella C. Larsen or her Counsel on or before the 8th day of November next.

Robert Moss A.J.

Notice as required by the above order having been served on the said Stella C. Larsen on November 4" 1927 as is evidenced by endorsement hereon and no cause having been shown by her as is required by said order, it is thereupon this 29" day of November 1927 ordered and decreed that Eugene P. Childs, ~~trustee~~ assignee be and is hereby authorized and directed to re-sell said property at the risk of the said Stella C. Larsen.

Robert Moss, A.J.

No. 5338 Equity.

In the Matter of the Sale of the Mortgaged Real Estate of James H. Bailey

Report of Re-Sale, Auctioneer's Certificate and Purchaser's Agreement.

Mr. Clerk:

Please file.

Eugene P. Childs
Assignee

Order of final Ratification
May 9th 1928
Filed Feby. 21" 1928
Order Nisi Feby. 21" 1928.

EUGENE P. CHILDS
Attorney at Law
ANNAPOLIS, MD.

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In the Matter of the Mortgaged : No. 5338 Equity
Real Estate of James H. Bailey : In the Circuit Court
: for Anne Arundel County.

The report of Eugene P. Childs, Assignee of the mortgage in the above entitled case for the purpose of foreclosure and sale of the property therein mentioned and described respectfully states.

That said Assignee made sale of said property and formerly reported the same to the Court wherein Stella C. Larsen was named as the purchaser thereof, but the said Stella C. Larsen having failed to comply with the terms of sale this Court by its order dated November 29th 1927 directed that said property be re-sold at the risk of the said Stella C. Larsen.

That in compliance with said order of re-sale the said Assignee having advertised said property for sale for more than three weeks before the day of sale in the Maryland Gazette, a newspaper published weekly at Annapolis, Maryland, and also by handbills which he caused to be circulated in the neighborhood of the property to be sold, he did attend in person at the Court House Door in the City of Annapolis, Maryland on Tuesday, the twenty seventh day of December 1927, at eleven o'clock A. M. the time and place advertised for said sale and then and there offered said property for sale, to wit: All of that property described in the within mortgage filed, and then and there sold the same at and for the sum of twenty five hundred dollars ($2500.00) to James Edward Williams, he being then and there the highest bidder for said property, and he files herewith certificate of Auctioneer and agreement of purchaser, to comply with the terms of sale.

And he further shows that the purchaser has paid five hundred dollars on account of the purchase money thereof.

All of which is respectfully submitted.

Eugene O. Childs
Assignee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of February, 1928 before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Eugene O. Childs, Assignee and made oath in due form of law that the matters and facts set forth in the aforegoing report of sale are true as therein stated, and that the sale was fairly made.

Witness my hand and seal Notarial.

F. Wilhelmina Gettemeier
Notary Public.

I William H. Moss do hereby certify that I have this day sold the property described herein at public sale unto James Edward Williams at and for the sum of twenty five ($2500.00) hundred dollars he being there and there the highest bidder therefor.

William H. Moss
Auctioneer.

I James Edward Williams do hereby certify that I have this day purchased from William H. Moss auctioneer the property described on the reverse side hereof at and for the sum of twenty five hundred ($2500.00) dollars and have complied with the terms of sale.

James Edward Williams
purchaser.

William H. Moss - - - - - - - - - - - - - - Auctioneer

Assignee's Sale

— OF VALUABLE —

WATERFRONT PROPERTY

SITUATED NEAR GALESVILLE, ON WEST RIVER, ANNE ARUNDEL CO.

By virtue of a power of sale contained in a mortgage from James H. Bailey, widower, bearing date the 25th day of June, 1925, and recorded among the Land Records of Anne Arundel County in W. M. B. No. 8, folio 299, and an order of re-sale dated November 29th, 1927, I will offer at public sale at the Court House door in the city of Annapolis, at the risk of Stella C. Larsen, on

Tuesday, Dec. 27, 1927

AT 11 O'CLOCK A. M.

All that lot of ground in said mortgage mentioned and described as containing twenty-five (25) acres of land, situated on West River. This property has a beautiful water frontage on a tributary of West River and is well adapted for development purposes, close to school, church and postoffice. It is connected by good roads with Washington, Baltimore and Annapolis, excellent fishing, crabbing and bathing.

TERMS OF SALE:—A deposit of five hundred dollars ($500.00) will be required of purchaser at time of sale. The balance of the purchase money to be paid in cash with interest from date of sale on ratification of sale or delivery of deed.

EUGENE P. CHILDS, Assignee,
State Capital Bank Building.

Ordered this 21st day of February 1928, that the sale of the property mentioned in the proceedings made and reported by Eugene P. Childs, Assignee be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 22nd day of March next, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of March next.

The report states the amount of sales to be $2500.00.

Frank S. Revell, Clerk.

Ordered by the Court this 9th day of May 1928 that the sale made and reported by the Assignee aforesaid, be and the same is hereby ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Mass, A.J.

LIBER 84 PAGE 278

OFFICE OF

The Maryland Gazette

PUBLISHED SINCE 1727

Published by

THE CAPITAL PUBLISHING CO.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 7, 1928

We hereby certify, that the annexed Order Nisi - Sale - J. H. Bailey # 5338 Equity

was published in

The Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 22nd day of March, 1928. The first insertion being made the 23rd day of February, 1928.

THE CAPITAL PUBLISHING COMPANY.

By H. Strange

No. MG 2053

ORDER NISI

In the Matter of the Re-sale of the Mortgaged Real Estate of James H. Bailey

No. 5338 Equity.
In the Circuit Court for Anne Arundel Co.

Ordered, this 21st day of February, 1928, that the sale of the property mentioned in these proceedings, made and reported by Eugene P. Childs, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

22nd DAY OF MARCH NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 22nd day of March next.

The report states the amount of sales to be $2,500.00.

FRANK S. REVELL, Clerk.

True Copy, Test:
FRANK S. REVELL, Clerk. ____ m8

Filed - May 9, 1928

In the Case of

In the matter of the Sale of the Mortgaged Real Estate of James H. Bailey.

vs.

IN THE

Circuit Court

FOR

Anne Arundel County.

To the Honorable, the Judges of said Court:

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

and further states that the first report of sale mentions the fact that $ 500 has been paid on account of said sale price in which the purchaser defaulted. The Special Auditor has been informed by the assignee that this five hundred ($500) Dollars was never received hence it is not accounted f r in this audit. Other than above the reports that the rest of the audit to be self explanatory.

Filed - Jany 23, 1929

All of which is respectfully submitted.

George B. Roelfel
Special Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James H. Bailey. *in ac.*

To the Assignee for his commissions	107	50		
Fee to Assignee, subject to exceptions	100	00	207	50
Court costs, viz:-				
Solicitors Appearance fee	10	00		
Clerk of Court	15	70		
Premium on bond	16	50		
Auditor's fee	9	00	51	20
Assignee's expenses, viz:-				
Advertising first sale	15	00		
Handbills first sale	5	25		
Handbills second sale	5	25		
Advertising second sale	16	00		
Auctioneers fee first sale	5	00		
Auctioneers fee second sale	16	00		
Order Nisis on two Reports of Sale	10	00		
Order Nisi on Auditors Account	5	00	77	50
Taxes:				
State and County taxes for year 1927	88	93	88	93
Distribution:-				
To Alexander and Rose Williams	2074	87	2074	87
			2500	00
Balance to Alexander and Rose Williams, subject to decree in personam	3617	63		

with Eugene F. Childs, Assignee *Cr.*

By proceeds of sale	2500 00	2500 00
		2500 00

Filed - January 25, 1929

ORDER NISI. LIBER 84 PAGE 282

In the Matter of the Sale of the Mortgaged Real Estate of

VERSUS

James H. Bailey

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 5338 Equity.

ORDERED, This 25th. day of January 1929, 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 26th. day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th. day of February next.

Frank S. Revell, Clerk.

In the Circuit Court for Anne Arundel County.

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

LIBER 84 PAGE 283

In the matter of the	:	NO. 10,457 EQUITY
Sale of the Assets of	:	
the Sons and Daughters	:	IN THE
of the Morning Star	:	CIRCUIT COURT
Benevolent Association	:	
of Waterbury, Anne Arundel	:	FOR
County, Maryland, Incorporated,	:	
an expired, non-stock	:	ANNE ARUNDEL COUNTY
Corporation.	:	

: : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of John H. Queen, Jr., Claimant, against the assets of the hereinafter described Corporation, and sole surviving Trustee of the hereinafter described Corporation, respectfully represents:

1. That the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, was created as a non-stock corporation in the year 1890, under the provisions of Section 38, Chapter 471, of the acts of the General Assembly of Maryland, (1868) for a limited duration, as set forth in this Charter, namely, for a duration of forty (40) years, which said Charter of said Corporation was filed, and is recorded among the Corporation Records of Anne Arundel County in Liber S. H. No. 2, folios 299 through 303. (A certified copy of said Charter is filed herewith, and marked "Complainant's Exhibit No. 1."

2. That the said Corporation had its principal office near Waterbury, Anne Arundel County, and operated as a Benevolent Lodge and Association in and near Waterbury, Anne Arundel County, Maryland.

3. That all of the Incorporators set forth in the original certificate of incorporation died prior to the year 1930 except one, Lovey Ann Queen, who died on October 7, 1932, and that the corporate existence of aforesaid Corporation legally expired in 1930, and that no Acts of revival or compliance with any corporation laws were instituted or complied with to revive or continue the legal being of said Corporation since the expiration of said Charter.

Filed 9 Apr., 1934

4. That the only living Officer of the said Corporation as of the time of its legal expiration in 1930 is your Petitioner, John H. Queen, Jr., who was duly elected an officer of said Corporation on April 2, 1902.

5. That the last meeting of said Corporation was held on September 8, 1926, as will fully appear by reference to the said Corporation records and books, which are in custody of your Petitioner, and your Petitioner alleges and avers that he was elected a Director on April 2, 1902, and as such is the only remaining surviving and living past Director who has knowledge, and avers that the said Corporation and its Officers did not meet or function since said September 8, 1926, nor was said Corporation revived since the expiration of the Charter in 1930.

6. That the said Corporation was seized and possessed in fee simple of the following two parcels of real estate in Anne Arundel County, to wit:

(a) Five-eights (5/8) of an acre, with improvements conveyed to it by the School Commissioners of Anne Arundel County, Incorporated, by its deed bearing date the 28th day of October, 1896, recorded among the Land Records of said Anne Arundel County in Liber G. W. No. 4, folios 174 through 176, certified copy of which said deed is filed herewith as a further part of this Bill of Complaint, marked "Complainant's Exhibit No. 2".

(b) Three and One-half (3-1/2) acres of land, unimproved, conveyed to it by Thomas G. Diggs and wife, et al, by their deed bearing date the 26th day of May, 1911, recorded in said Land Records in Liber G. W. No. 86, folio 7, etc., certified copy of which said deed is filed herewith as a further part of this Bill of Complaint, marked "Complainant's Exhibit No. 3".

7. That the objects and purposes of the said Corporation, as will fully appear by reference to the Charter, Exhibit No. 1, were to promote the moral and intellectual and cultural development of its members and render them aid and comfort in their lives.

8. Your Petitioner since the legal expiration of said Corporation has cared for the property which included a small Lodge Building, erected on one of the parcels aforesaid referred to and has paid personally County and State taxes thereon up to the present time, and has expended time and monies to preserve the assets remaining of the said expired Corporation, in a manner to preserve the same and protect its grounds from becoming a fire hazard, and paid

County and State taxes as aforesaid, to prevent the sale of the said real estate and improvements by the Collector of State and County taxes, and as such has a claim against the assets of the Corporation for monies expended and services rendered in the amount of exceeding $900.00 dollars.

9. That the two parcels of ground and Lodge building has a present marked value of about Two Thousand ($2,000.00) Dollars, and your Petitioner respectfully represents that it is necessary for this Court to assume jurisdiction over these assets, and appoint a Receiver to take charge thereof and make sale thereof and from the proceeds of sale, to pay your Petitioner his lawful claims and disburse the remainder of said assets according to law.

TO THE END, THEREFORE:

1. That the Court assume jurisdiction in the premises and take charge of the winding up of the affairs on the said now defunct Corporation.

2. That a Trustee or Receiver be appointed herein, to take charge of its property and sell the same under the Court's direction.

3. That testimony be taken herein in support of the allegations of this Bill of Complaint.

4. That the assets derived from the sale or sales of the property of said Corporation, be distributed herein under the Court's direction, to those found herein to be entitled thereto under the law governing such sales.

5. And for such other and further relief in the premises as may be required herein for the closing out of its affairs.

AND AS IN DUTY BOUND, ETC.

John S. Strahorn

Louis M. Strauss

Louis M. Strauss
Solicitors for Plaintiff

John H. Queen, Jr. Petitioner

3

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of ~~March~~ April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Queen, Jr., Complainant, 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 and belief.

Witness my hand and Notarial Seal.

William J. Brett
Notary Public

WILLIAM J. BRETT NOTARY PUBLIC ANNE ARUNDEL COUNTY

LIBER 84 PAGE 287

ORDER OF COURT

ORDERED this 10th day of April, 1952, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing bill and assets and affidavit, that John S. Strahorn and Louis M. Strauss be, and they are hereby appointed Trustees, with power and authority to take charge and possession of the goods, wares, merchandise, books, effects and real estate of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, and to collect any and all outstanding debts, if any, that may have been due the said Corporation.

And, it is further Ordered that before the said John S. Strahorn and Louis M. Strauss proceed to act as Trustees by virtue of this Order, they shall give bond to the State of Maryland, in the penalty of Twenty-Five Hundred Dollars, as a surety to be approved by this Court, or the Clerk thereof, and conditioned for the faithful performance of their duties and trust imposed on them by this Order, or which may be reposed in them any any further Decree or Order in the premises,.

And it is further Ordered and Decreed by this Court that the Trustees, by order of publication, give notice of this petition and the prayer of relief to the public by an Order of Publication to be run in some newspaper published in Anne Arundel County for four successive weeks, and that the Trustees further give notice to creditors by publication in some newspaper published in this County, warning any and all claimants to file their claims, truly authenticated in these proceedings on or before the 31st day of July, 1952, and the Trustees are further Ordered and Directed to give notice as required by law, by registered mail, to the Comptroller of the Treasurer of the State of Maryland, State Tax Commission of Maryland and the Collector of Taxes of Anne Arundel County, as required by Chapter 135 of the Laws of Maryland, 1951 Session of the General Assembly of Maryland; and

It is further Ordered and Decreed that after compliance with the aforesaid orders, the Trustees take testimony before one of the standing

Filed 10 Apr., 1952.

5

Examiners of this Court to substantiate the allegations of the Bill of Complaint herein filed, and thereafter present to this Court such other and further Petitions and Decrees that are necessary to wind up the affairs of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, according to law and the rules of this Court.

Benjamin Michaelson
Judge

COMPLAINANTS Exhibit No. 1,
Filed with Bill of Complaint.

Whereas by Act of the General Assembly 1868 chap. 471 authority is given to any individuals in this State other than those therein excepted, under any name by them assumed to form corporation for moral, Scientific, dramatic, literary, agricultural or charitable purposes.

And whereas John H. Queen, James Hawkins, Charles Stockett, John T. Diggs, James Loogood, Edward A. Stockett, Noble Diggs, and Lovey A. Queen of Anne Arundel County and State of Maryland, have associated themselves for the purposes hereinafter particularly specified and being desirous for themselves and such others as may from time to time conformably to the By Laws of such association become members thereof, to acquire and enjoy the immunities of a corporation, or body politic in law and in fact pursuant to the provisions of said law and to make all proper laws and regulations for the government of its officers and members. To this end, the persons above named do make sign seal and acknowledge, this certificate in writing according to the provisions of said act.

Art.1 John W. Queen, James Hawkins, Charles Stockett, James Loogood, Edward A. Stockett and Lovey A. Queen, John T. Diggs and Mollie Diggs are hereby constituted and declared a body politic by the name of The Sons and Daughters of the Morning Star Benevolent Association of Waterbury Anne Arundel County State of Maryland and of that name shall have perpetual succession and may fill vacancies in their body occurring by death or otherwise with the power to have if necessary a common seal and to change the same at pleasure to make contracts relative to said corporation, to sue and be sued to plea and be impleaded in any court of law or equity of competent jurisdiction, to adopt a constitution and to make By Laws and regulations not contrary to any of the laws of this State to increase their membership by requiring of persons who may become members and entrance fee and such other term or terms, condition or conditions as may be prescribed in the said constitution and By Laws Rules and Regulations to purchase hold and enjoy any estate real personal or mixed for the use of said corporation not to exceed Twenty Thousand Dollars.

Re-filed 7 May, 1953. Filed 9 Apr., 1952. Re-filed 16 Jan., 1953.

No. 10,457 Eq
Morning Star Benevolent Assn
Complainant's Exhibit No. 1.
1/5/53 Examiner's Exh. A. E Klawans Examiner

Art 2 The object of this Association shall be to promote moral and intellectual advancement to aid sick, to bury the dead and render assistance to its distressed members,

Art 111. The Existence of this corporation is limited to forty years.

Art 1V The operations of this Association to be carried on in Anne Arundel County State of Maryland and its principal office to be located at their Hall on the grounds of Kennedy Chapel near Waterbury in the county and State aforesaid.

Art V. Canidates for membership shall be not less than eighteen nor more than forty five, must be proposed in writing and signed by two members who shall state the name age residence and occupation of the candidate they shall also vouch for the moral character of the applicant.

Art V1. The officers of this Association shall be elected annually and continue in office until their successors are elected and qualified.

Art V11. This corporation shall and may raise all moneys necessary for its purposes, within its charter, by requiring entrance fees and regular contributions from its members and making such assessments as it may deem proper and needful all of which the association shall be entitled to enforce and collect by and through such rules and regulations as the said association may prescribe and in all other lawful ways, whether it be penalty, for forfeiture expulsion or otherwise.

Art V111. This Association shall hold regular meeting at such times as may be prescribed by its By Laws or other regulations, and may hold extra ordinary meetings upon call of the President or otherwise as may from time to time be determined, all voting shall be by viva voce or ballot as the By Laws or regulations shall prescribe or as may be determined on at the time.

Art 1X. This Association shall have the power to raise money within its chartered limits for its uses and purposes, and may issue certificates therefor in such form as the members, may determine or deem advisable.

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Art X. Individual fitness and personal qualification for membership of this association shall be determined by the members electing, controlled only by the provisions hereof.

The affairs and concerns of this association for the first twelve months shall be managed and controlled by John W. Queen, James W. Hawkins, Charles Stockett, John T. Diggs, James Loogood, Edward A. Stockett, Noble Diggs and Lovey H. Queen.

Witness our hands and seals this 27 day of October in the year of our Lord 1890

Attest

Robt. F. Dodson

John W. Queen (Seal)

Charles Stockett (Seal)

John T. Diggs (Seal)

Noble Diggs (Seal)

His
James Loogood (Seal)
mark

Edward A. Stockett (Seal)

James W. Hawkins (Seal)

Lovey Ann Queen (Seal)

State of Maryland, Anne Arundel County to wit: I hereby certify that on this 27 day of October A.D. 1890 before me the subscriber one of the Justices of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared the aforenamed John H. Queen, James W. Hawkins, Charles Stockett, John T. Diggs, James Loogood, Noble Diggs Edward A. Stockett and Lovey A. Queen the incorporators named in the foregoing instrument of writing and acknowledged the same to be their act and deed

Subscribed and acknowledged before Robert F. Dodson J.P.

The foregoing certificate of Incorporation having been in accordance with the 38 Section of the Act of the General Assembly of Maryland passed at the January Session 1868 Chap 471 submitted to me the Chief Judge of the 5th Judicial Circuit of Maryland within which the principal office of the said Corporation is under said certificate to be located in order that I might determine whether the same is in conformity with the said Act I say I have examined the same and do this 17th day of December adjudged and determine that the said certificate is in conformity with said law and do hereby certify this my deter-

mination upon the said certificate as required by the 39 Section of said act.

Oliver Miller

Recorded 18th December 1890.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Article of Incorporation was truly taken and copied from Liber S.H. No.2, folio 299. One of the Record of Incorporation Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 8th day of April A.D.

John H. Hopkins 3rd Clerk

EXHIBIT No. 2,
led with Bill of Complaint

LIBER 84 PAGE 293

This Deed made this Twenty Eighth day of October Eighteen hundred and Ninety Six by Harry M. Revell and F. Eugene Wathen President and Secretary respectively of the Board of County School Commissioners of Anne Arundel County a body corporate under the laws of the State of Maryland party of the first part, and John H. Queen, John J. Diggs, James W Hawkins, Noble Diggs, Charles Stockett, Richard Ogle and Isaac Hall Trustees of the "Sons and Daughters of the Morning Star Benevolent Association of Waterbury Anne Arundel County Maryland, also a body corporate under the laws of the State of Maryland, parties of the Second part.

Witnesseth, That in consideration of Eighty Dollars paid by the parties of the Second part to the Said Board of School Commissioners of Anne Arundel County of the first part, the receipt whereof is hereby acknowledged the Said Board of School Commissioners of Anne Arundel County do grant unto the Said John H. Queen, John J Diggs James W. Hawkins, Noble Diggs, Charles Stockett, Richard Ogle and Isaac Hall Trustees of the Said Sons and Daughters of the Morning Star Benevolent Association of Waterbury A A Co Md their Sucessors Trustees their heirs and assigns, in fee simple, all that lot of land and premises formerly known as Public School No 12, also No 7 Situate lying and being in the Second Election District A A Co and described as follows, that is to Say

Beginning for the courses and distances metes and bounds at a stone set by a large oak tree on the South Side of the Public Road leading from the cross roads towards Annapolis, it being also the end of the 5 line of the trach of land now owned by Mrs Elleanor V S Hopkins and running thence S 40° W 9 per to a stake near a Small Locust Tree, thence S 34° E 9 1/4 per to intersect the the 1st line of "Howard's First Choice" and reverse of said line N 62 °15' E 9 per to the South Side of the aforesaid Public Road and up said road on the South Side thereof N 37° 45' W 12 4/10 per to the beginning, Containing Five Eighths of an acre of land more or less Being the same lot of land mentioned and reserved as a School House Lot in a deed of the remainder of the original tract of land from James A. Iglehart to P W Wilwright dated _____ duly executed and recorded in Lib-- No -- folio -- Land Records of Anne Arundel County

Filed 9 Apr, 1952
Re-filed 16 Jan, 1953.

Re-filed 7 May, 1953.

No 10,457 Ex

Morning Star Benevolent Assn. Exhibit No. 2. 1/5/53 Examiner's Exh. B E Klawans Examiner

and the title to which became vested in the Board of County School Commissioners of Anne Arundel County by the acts of the Assembly of Md-See acts 1865, Chap 4 Sec 2 of Chap 160 and the acts Supplementary thereto and which was afterwards known as Public School No 7 of the 2nd Election District of A A Co which was discontinued for school purposes and ordered to be sold by order of the said Board of County School Commissioners by virtue of authority vested in them under the acts of the Assembly aforesaid and the supplements thereto-See Records of proceedings of the Board of School Commissioners of A A Co

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

To Have and To Hold the aforesaid land and premises above described and mentioned and hereby intended to be conveyed; together with the rights privileges appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said John H Queen, J J Diggs, James W. Hawkins, Noble Diggs, Charles Stockett, Richard Ogle and Isaac Hall and their successors Trustees of said "Sons and Daughters of the Morning Star Benevolent Association of Waterbury A A Co" aforesaid forever in fee simple and the said Board of School Commissioners of Anne Arundel County covenant that they will warrant specially the property hereby granted and conveyed and that the will execute such further assurances of said land as may be requisite at the proper cost and charges of the said Trustees and their Successors

Witness the hands and Seals of the said grantors

Test

Robt F. Dodson

H M Revell (Seal)

President of School Board of A A Co Md.

F. Eugene Wathen (Seal)

Secretary of Board of School Commissioners of A A Co Md

State of Maryland Anne Arundel County to Wit

I hereby certify, That on this Twenty Eighth day of October in the year Eighteen hundred and Ninty six before me the subscriber a

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Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Dr Harry M Revell President and F Eugene Wathen Secretary of the Board of County School Commissioners of Anne Arundel County and each acknowledged the foregoing Deed to be their respective act

Robt F Dodson J P

Recorded 5 December 1896

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. No. 4, Folio 174 one of the Land Records for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 8 Day of April A.D., 1952.

John H Hopkins 3rd Clerk

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Exhibit No. 3,
Filed with Bill of Complaint.

THIS DEED, made this 26th day of May, in the year 1911, by and between Thomas G.Diggs and Carrie Diggs, his wife, David Diggs and Annie E.Diggs, his wife,Lola Wilson (formerly Diggs) and James Wilson, her husband, and Elvira Diggs (widow of John T. Diggs, Jr., deceased). only heirs at law of Clara Diggs, late of Anne Arundel County, Maryland deceased, all of said County, parties of the first part, and THE SONS AND DAUGHTERS OF THE MORNING STAR BENEVOLENT ASSOCIATION OF WATERBURY ANNE ARUNDEL COUNTY STATE OF MARYLAND, a body corporate, duly incorporated under the laws of said State, party of the second part.

WITNESSETH, that for and in consideration of the sum of Five Dollars, also other good and valuable consideratio s paid by the party of the second part, the receipt whereof by the parties of the first part, is hereby acknowledged, they, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said party of the second part, its successors or assigns, in fee simple, all that tract or parcel of land situate in the Second Election District of Anne Arundel County,Maryland, on the west side of the public road leading from Annapolis to Spring Landing on the Severn River, containing three and one half acres of land, more or less, and which is particularly described by metes and bounds, courses and distances, in a deed thereof to Virgil M.Diggs and Mary L. Diggs, his wife, from John F. Gettier and wife bearing date the 27th day of August,1894, and recorded among the land records of said county in Liber S.H. No. 48, folio 426; to which said deed reference is hereby made for the chain of title to the said property.

BEING part of the tract of land in said District known as "Solomon's Hills" or "Hammond's Plains, " of which the said Virgil M. Diggs died seized and possessed in fee simple, he having survived his wife the said Mary L. Diggs, and which descended in fee simple to the said Clara Diggs, she being the sole heir-at-law of the said Virgil M.Diggs at the time of his death.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges and appurtenances thereto

Re-filed 7 May, 1953. Filed 9 Apr., 1952. Re-filed 16 Jan., 1953.

No. 10,457 Eq.
Morning Star Benevolent Assn
Exhibit No. 3.
1/5/53 Examiner's Exh. C. E. Clowes Examiner

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belonging or in any way appertaining.

TO HAVE AND TO HOLD the aforesaid land and premises unto and to the proper use and benefit of the said party of the second part, its successors and assigns, in fee simple, forever.

WITNESS the hands and seals of the parties of the first part, the day and year first above written.

TEST:

Jno. S.Strahorn
As to all signers

Thomas G.Diggs (Seal)
her
Carrie x Diggs (Seal)
mark
her
Elvira x Diggs (Seal)
mark
David Diggs (Seal)

Annie E.Diggs (Seal)

Lola Willson (Seal)
his
James x Wilson (Seal)
mark

State of Maryland,

Anne Arundel County,Sct:-

I HEREBY CERTIFY, that on this 26th day of May, in the year 1911, before me, the subscriber, a Notary Public of the said State, personally appeared the above named Thomas G. Diggs, Carrie Diggs, David Diggs, Annie E. Diggs, Lola Wilson, James Wilson and Elvira Diggs, and acknowledged the foregoing instrument of writing to be their respective act and deed.

WITNESS my hand and Notarial Seal.

Jno. S.Strahorn, Notary Public.

(Notarial Seal)

Recorded May 27 1911

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. 86 Folio 7. One of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of April, A.D. 1952

John H. Hopkins 3rd Clerk

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LIBER 84 PAGE 298

In the matter of the Sale of	:	NO. 10,457 EQUITY
the Assets of the Sons and Daughters	:	
of the Morning Star Benevolent	:	IN THE
Association of Waterbury, Anne	:	CIRCUIT COURT
Arundel County, Maryland,	:	FOR
Incorporated, an expired, non-	:	ANNE ARUNDEL COUNTY
stock Corporation.	:	

: : : : :

PETITION

The petition of Louis M. Strauss, co-trustee in this matter, respectfully represents:

1. That heretofore on the 10th day of ~~March~~ April, 1952, this Honorable Court appointed your petitioner, Louis M. Strauss and John S. Strahorn as Trustees to take charge and possession of goods, wares and real estate of the Sons and Daughters of the Morning Star Benevolent Association, an expired Corporation.

2. That John S. Strahorn, one of the Trustees appointed, became seriously ill before qualifying with your petitioner as Trustees, and from information received, it appears that the said John S. Strahorn, Esquire, is permanently mentally ill and incapacitated from further practice of law, and has accordingly closed his office.

WHEREFORE, your petitioner prays this Honorable Court to pass an order discharging the said John S. Strahorn as Trustee and directing your petitioner as remaining trustee, to proceed in these proceedings as prayed for.

AND AS IN DUTY BOUND, ETC.

Louis M. Strauss

Filed 20 Oct, 1952.

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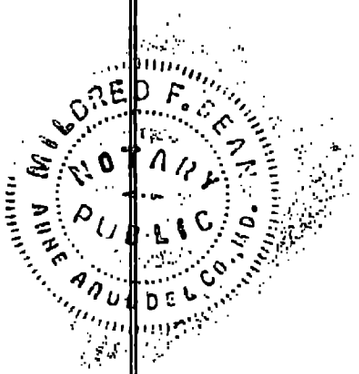
LIBER 84 PAGE 299

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 15th day of October, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Co-Trustee, 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 and belief.

Witness my hand and Notarial Seal.

Mildred F. Bean
Notary Public



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LIBER 84 PAGE 300

ORDER OF COURT

Upon the aforegoing Petition and affidavit, it is this 20th day of October, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that John S. Strahorn, one of the Trustees heretofore appointed herein be and is hereby discharged as Trustee in these proceedings, and that the remaining Trustee, Louis M. Strauss be and he is hereby authorized to proceed as the surviving Trustee under his appointment and ORDER of this Court dated the 10th day of ~~March~~ April, 1952.

Benjamin Richardson
Judge

Filed Oct. 20, 1952

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LIBER 84 PAGE 301

In the matter of the Sale	:	IN THE
of the Assets of the Sons and	:	
Daughters of the Morning Star	:	CIRCUIT COURT
Benevolent Association of	:	FOR
Waterbury, Anne Arundel County,	:	
Maryland, Incorporated, an	:	ANNE ARUNDEL COUNTY
expired, non-stock Corporation.	:	NO. 10,457 EQUITY

: : : : :

NOTICE TO CREDITORS

In the Circuit Court for Anne Arundel County, No. 10,457, Ordered by the Circuit Court for Anne Arundel County, in Equity, this 6th day of November, 1952, that Louis M. Strauss, surviving Trustee, in the above case, give notice to all persons having claims against the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Incorporated, to file their claims, properly authenticated with the Clerk of the Circuit Court of Anne Arundel County, in Equity, on or before the 18th day of February, 1953, by causing a copy of this Order to be published in some newspaper circulated in Anne Arundel County once a week for four successive weeks before the 13th day of December, 1952.

Benjamin Michaelson
Judge

It is further Ordered and Decreed that the aforegoing Order shall supersede the Order and Decree relative to Notice to Creditors passed by Order of this Court dated April 10 1952.

Benjamin Michaelson
Judge

True Copy Test:

Clerk

Filed 6 Nov, 1952

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LIBER 84 PAGE 302

In the matter of the	:	NO. 10,457 EQUITY
Sale of the Assets of	:	
the Sons and Daughters	:	IN THE
of the Morning Star	:	CIRCUIT COURT
Benevolent Association	:	
of Waterbury, Anne Arundel	:	FOR
County, Maryland, Incorporated,	:	ANNE ARUNDEL COUNTY
an expired, non-stock	:	
Corporation.	:	

: : : : :

ORDER OF PUBLICATION

Filed 5 Jan., 1933

The object of this suit is to have the Court assume jurisdiction and take charge of the assets in winding up the affairs of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, and expired non-stock Corporation.

The Bill of Complaint recites that John H. Queen, Jr., a claimant and sole surviving trustee of the aforesaid described Corporation, advanced monies and rendered services approximate in value, Nine Hundred Dollars ($900.00) or more to the said Corporation. That the aforesaid Corporation was duly created as a non-stock Corporation in the year 1890 under the provisions of Section 38, Chapter 471 of the Acts of the General Assembly of Maryland (1868) for a limited duration, as set forth in its Charter, namely, for a period of forty years (40).

That the said Corporation had its principal office at and near Waterbury, Anne Arundel County, and operated as a Benevolent Association at Waterbury, Anne Arundel County, Maryland. As such, until its last meeting, which was held September 8, 1926, and that the Corporate existence of the aforesaid Corporation legally expired in 1930, and that no acts of revival were instituted to revive said Corporation since the expiration of said Charter.

And that the only assets of said Corporation are two (2) tracts of fee simple land located in Anne Arundel County, Maryland, described as follows:

Five-eights (5/8) of an acre, with improvements conveyed to it by the School Commissioners of Anne Arundel County, Incorporated, by its deed bearing date the 28th day of October, 1896, recorded among the Land Records of said

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Anne Arundel County in Liber G.W. No. 4, folios 174 through 176, certified copy of which said deed filed.

Three and One-half (3-1/2) acres of land, unimproved, conveyed to it by Thomas G. Diggs and wife, et al, by their deed bearing date the 26th day of May, 1911, recorded in said Land Records in Liber G.W. No. 86, folio 7, etc., certified copy of which said deed is filed.

That the Court appoint a Trustee or Receiver to take charge of the assets and make sale thereof, and from the proceedings of the sale to pay to John H. Queen, Jr., his lawful claim, and to disburse the remainder of said assets according to law.

It is thereupon this 5 day of January, 1953, by the Circuit Court of Anne Arundel County, in Equity, ordered, that the complainant, by causing a copy of this order to be inserted in some daily newspaper published in Anne Arundel County once a week for four consecutive weeks, before the 7 day of February, 1953, give notice to the said defendants, or others having interest or claim against the said defendant or its assets, of the object and substance of this Bill, commanding them to be and appear in this Court, in person or by solicitor, on or before the 24 day of February, 1953, to show cause why such a decree should not be passed as prayed.

John H. Tolkins, 3rd. Clerk
~~Benjamin Michaelson - Judge~~

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In the Matter of the Dissolution and Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association, of Waterbury, Md. et al.

LIBER 84 PAGE 304

Equity No. 10,457

IN the Circuit Court FOR ANNE Arundel County

Notice to CRedITORS

Filed 5 Jan., 1953

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,457 EQUITY

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.

NOTICE TO CREDITORS

In the Circuit Court for Anne Arundel County, No. 10,457, Ordered by the Circuit Court for Anne Arundel County, this 6th day of November, 1952, in Equity, that Louis M. Strauss, surviving Trustee, in the above case, give notice to all persons having claims against the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Incorporated, to file their claims, properly authenticated with the Clerk of the Circuit Court of Anne Arundel County, in Equity, on or before the 18th day of February, 1953, by causing a copy of this Order to be published for four successive weeks before the 13th day of December, 1952.

BENJAMIN MICHAELSON,
Judge.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3rd, 1953

We hereby certify, that the annexed Notice to Creditors

Sons & Daughters of the Morning Star Benevolent Association

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of December, 1952 The first insertion being made the 8th day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C.

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IN THE MATTER OF THE SALE OF THE ASSETS OF THE SONS AND DAUGHTERS OF THE MORNING STAR BENEVOLENT ASSOCIATION OF WATERBURY, ANNE ARUNDEL COUNTY, MARYLAND INCORPORATED, AN EXPIRED, NON-STOCK CORPORATION	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,457 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

January 5, 1953

Present:

Mr. Louis M. Strauss, Solicitor for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Louis M. Strauss, page 2.

James M. Tindall, pages 3 to 7.

Carl S. Thomas, pages 7, 8.

Filed 16 Jan., 1953
Re-filed 7 May, 1953

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Louis M. Strauss, a witness of lawful age, being first duly sworn, deposes and says:

I offer in evidence the Charter of the Sons and Daughters of the Morning Star BenevolentAssociation of Waterbury, Anne Arundel County, Maryland, filed as Complainant's Exhibit 1 (MARKED EXAMINER'S EX. A); Deed dated October 28, 1896 from Board of County School Commissioners of Anne Arundel County to the Trustees of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, filed with this case as Complainant's Exhibit No. 2 (MARKED EXAMINER'S EX. B) and Deed dated May 26, 1911 from Thomas G. Diggs, et al. to the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, filed with this case as Complainant's Ex. 3 (MARKED EXAMINER'S EX. C). I offer, as attorney and trustee under the Court Order in this case, Registerd U. S. Mail receipt No. 4492 and 4493 and 4494, as well as Return Receipts from the Post Office Department, showing delivery of the mail, which said receipts cover together with a letter dated November 3, 1952, which I testify was mailed and registered to the Comptroller of the Treasury of the State of Maryland, State Office Building, Annapolis, Maryland to the State Tax Commission of Maryland, 31 Light Street, Baltimore, Maryland to Joseph H. Griscom, Sr., Collector of Taxes for Anne Arundel County, Court House, Annapolis, Maryland, giving notice of these proceedings, together with an opinion of the Attorney General of Maryland as reported in the Daily Record on April 1, 1952 which is referred to in said letter, which is offered as one exhibit. (MARKED EXAMINER'S EX. D) (Mr. Klawans)

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

Louis M. Strauss

Louis M. Strauss

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James M. Tindall, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. Your full name is James M. Tindall?

A. Yes.

2. Where do you live?

A. Waterbury, Anne Arundel County.

3. What is your occupation?

A. I am retired.

4. Do you do bookkeeping and act as notary public and help people keep records in the vicinity where you live?

A. Yes.

5. How long have you lived at Waterbury?

A. Since 1893.

6. Are you familiar with the benevolent association known as the Sons and Daughters of the Morning Star of Waterbury, Anne Arundel County, Maryland?

A. Yes. I knew it before it started. I was a visitor down there and I knew the time John Henry Queen was talking about starting a benevolent association.

7. Are you familiar with the trustees of said association now, John H. Queen, James Hawkins, Charles Stockett, John T. Diggs, James Loogood, Edward A. Stockett, Noble Diggs and Lovey A. Queen?

A. I knew them all personally.

8. Are they all alive now?

A. They are all dead except John H. Queen, Jr.; the death certificates were all in the hands of Mr. Strahorn. I have a copy of them.

9. John H. Queen is the only surviving trustee as claimed in this case?

A. Yes.

10. What has happened since the suit was instituted in April 1952 to the complainant in this case?

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A. He has been paralized and has no voice.

10. Is he in bed now?

A. He can get up and sit in a chair, that's all; he has no voice.

11. Is that as a result of a stroke?

A. Yes.

12. Did you help him to gather together the records of the Sons and Daughters of the Morning Star of Waterbury, Anne Arundel County, in connection with this suit?

A. Yes I did. We hunted all these papers and heirs of the former trustees.

13. Did you help him to prepare his claim in connection with the filing of this suit?

A. Yes.

14. What does his claim consist of?

A. His claim consists of taxes from 1926 to 1952 inclusive that he had paid.

15. Did you, as acting bookkeeper for him, help him to gather this information?

A. It was gotten from the County Treasurer.

16. This certificate from Joseph H. Griscom, Sr., County Treasurer, shows he paid taxes totalling $243.00 at least?

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

17. Did you receive from him any other records?

A. The only records are these two books and the deeds and the corporation papers.

18. Are these the two books?

A. Yes, they are the minutes kept by the Association.

19. They were turned over to you by Mr. Queen, the surviving trustee?

A. Yes. (BOOKS MARKED EXAMINER'S EX. F AND G RESPECTIVELY AND FILED HEREWITH)

20. I direct your attention to Page 321 of Exhibit F, which purports to report minutes of this lodge and association, will you state what the last meeting is recorded therein?

A. September 8, 1926; the previous meeting was April 21, 1925.

21. From your examination of these books and records does it appear

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the association has any assets in bank?

A. None.

22. Where did this association meet if you know?

A. In the hall of this property they bought from the School Board; it was the old school house.

23. Since 1926 to your knowledge has the lodge hall been vacant?

A. It has been vacant.

24. No activities in there?

A. There was furniture in there but no meetings held whatever.

25. Do your knowledge, this property was assessed and there were taxes due on it?

A. Yes.

26. Those were the taxes John H. Queen paid?

A. Yes.

27. What else did John H. Queen, Jr. do to preserve and protect this property?

A. He kept a constant look at it all the time; kept bushes from accumulating there; he cleaned the yard up; he went there every week and every Spring he would cut all the stuff from around the building and one year he seeded it down in grass.

28. As I understand it his claim is $243.00 for taxes?

A. Yes.

29. He has on his statement "Caretaker from 9/8/26 to 10/10/52 at 50¢" a week for services rendered to this property; do you have personal knowledge he looked after this property?

A. He did.

30. You lived how far from this property?

A. Almost adjoining it.

31. He has on his statement "June 1925,cleaning and seeding lot $23.50", do you have knowledge he did that?

A. Yes, that bill doesn't include his labor.

32. He has "Returning furniture loaned to lodge, $18.00", did he do that?

A. Yes, he had this furniture borrowed from the neighborhood to

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furnish the lodge; last summer he cleaned it up and took all that furniture and carried it around to the families of different people who had loaned it.

33. Is that a fair charge?

A. That was the truck hire and he had two men helping him.

34. What is the total claimed?

A. $812.50. (STATEMENT MARKED EXAMINER'S EX. H AND FILED HEREWITH)

35. You say you have personal knowledge that he did these things?

A. Yes.

36. Is it a fair charge for such services?

A. I don't think it is fair to him; he did more.

37. From your examination and knowledge of this lodge and its cessation of activities, what assets did the lodge have at the time it ceased to exist?

A. Two pieces of property, one from the Board of Education 5/8's acre and the one story school building.

38. What is the condition of the building?

A. It is a very old building that has been added on to.

39. What is the present state of repair?

A. Not so much; the roof is gone; it needs repairs inside and out.

40. What is the condition of the land?

A. Grown up in brush.

41. Is the property on the main road?

A. No, it was on the road but the road has been abandoned.

42. Have you bought and sold real estate in that area and appraised it?

A. No, but I have transferred property in that area.

43. Are you familar with market values of land in that area?

A. Yes.

44. Have you had occasion to examine this property with Carl S. Thomas?

A. Yes.

45. That was during the past month, was it?

A. It was in November 1952.

46. You showed him where the property was?

A. Yes.

47. Together with his experienced opinion, what do you say is the fair market value of the property at the time you examined it in November 1952?

A. $1200.00.

48. Will you describe the building that is on this land, why the value is so low?

A. It is 18 by 30 feet; the original part is about 100 years old; there is no water, no well, no improvements; it is wired for electricity; it was an old white school at one time.

49. You discussed the assets and the records to which you testified to with Mr. Queen before he had the stroke in Mr. Strahorn's office?

A. Yes.

50. It is from your own personal records and observation?

A. Yes and what he has told me.

51. Is it what Mr. Queen would testify to if he could testify?

A. Yes.

A. Yes.

(Mr. Klawans)

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

James M. Tirrall

Carl S. Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Strauss)

1. State your name and address.

A. Carl S. Thomas, Rugby Hall Estates, Arnold Post Office, Anne Arundel County.

2. What is your occupation?

A. Realtor.

3. Are you a registered real estate dealer?

A. I am.

4. Did you have occasion at my request to examine two tracts of land purported to be the property of the Sons and Daughters 7

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of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Md., located at Waterbury on the Generals Highway in the Second Election District of Anne Arundel County?

A. I did.

5. Were you with Mr. Tindall who has just testified?

A. I was.

6. What does it consist of?

A. One is a tract containing 5/8's acre improved by an old two-story building; the second piece is a tract of unimproved land, containing 3½ acres of land located on the road leading from The Generals Highway to Herald Harbor.

7. What is the condition of the school house property?

A. It is in very poor condition, rundown.

8. Are you able to state the fair market value of said property as you appraised it in November 1952?

A. I would say the tract containing the school house is worth $1200.00 and the unimproved lot of 3½ acres is worth $250.00.

9. Is the 3½ acre tract covered with brush?

A. It is very grown up, in scrubby condition.

(Mr. Klawans)

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

Carl S. Thomas

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

Witness my hand and seal this 16th day of January, 1952.

Emanuel Klawans (SEAL)
Examiner

In accordance with the order of the Circuit Court for Anne Arundel County, passed in this cause on May 6, 1953, I hereby re-file the aforegoing testimony, and the exhibits thereunto, nunc pro tunc as of the 16th day of January, 1953

Emanuel Klawans
Examiner

E.K. $10.00
K.H.McC. $8.00

LIBER 84 PAGE 314

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.	:	NO. 10,457 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 13 Feb., 1953

Legal Notices

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,457 EQUITY

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.

ORDER OF PUBLICATION

The object of this suit is to have the Court assume jurisdiction and take charge of the assets in winding up the affairs of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired non-stock Corporation.

The Bill of Complaint recites that John H. Queen, Jr., a claimant and sole surviving trustee of the aforesaid described Corporation, advanced monies and rendered services approximate in value, Nine Hundred Dollars ($900.00) or more to the said Corporation. That the aforesaid Corporation was duly created as a non-stock Corporation in the year 1800 under the provisions of Section 38, Chapter 471 of the Acts of the General Assembly of Maryland (1808) for a limited duration, as set forth in its Charter, namely, for a period of forty years (40).

That the said Corporation had its principal office at and near Waterbury, Anne Arundel County, and operated as a Benevolent Association at Waterbury, Anne Arundel County, Maryland. As such, until its last meeting, which was held September 8, 1929, and that the Corporate existence of the aforesaid Corporation legally expired in 1930, and that no acts of revival were instituted to revive said Corporation since the expiration of said Charter.

And that the only assets of said Corporation are two (2) tracts of fee simple land located in Anne Arundel County, Maryland, described as follows:

Five-eighths (5/8) of an acre, with improvements conveyed to it by the School Comulsioners of Anne Arundel County, Incorporated, by its deed bearing date the 28th day of October, 1896, recorded among the Land Records of said Anne Arundel County in Liber G. W. No. 4, folio 174 through 176, certified copy of which said deed filed.

Three and One-half (3½) acres of land, unimproved, conveyed to it by Thomas G. Diggs and wife, et al, by their deed bearing date the 20th day of May, 1911, recorded in said Land Records in Liber G. W. No. 80, folio 7, etc., certified copy of which said deed is filed

That the Court appoint a Trustee or Receiver to take charge of the assets and make sale thereof, and from the proceedings of the sale to pay to John H Queen, Jr., his lawful claim, and to disburse the remainder of said assets according to law.

It is thereupon this 5th day of January, 1953, by the Circuit Court of Anne Arundel County, in Equity, ordered, that the complainant, by causing a copy of this order, to be inserted in some daily newspaper published in Anne Arundel County once a week for four consecutive weeks, before the 7th day of February, 1953, give notice to the said defendants, or others having interest or claim against the said defendant or its assets, of the object and substance of this Bill, commanding them to be and appear in this Court, in person or by solicitor, on or before the 24th day of a February, 1953, to show cause why such a decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 7th 1953

We hereby certify, that the annexed Order of Publication Equity Number 10,457 Sons and Daughters of the Morning Star Benevolent Association was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of February, 1953. The first insertion being made the 6th day of January, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

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LIBER 84 PAGE 315

In the matter of the Sale of the	:	No. 10,457 EQUITY
Assets of the Sons and Daughters	:	IN THE
of the Morning Star Benevolent	:	CIRCUIT COURT
Association of Waterbury, Anne	:	FOR
Arundel County, Maryland,	:	ANNE ARUNDEL COUNTY
Incorporated, an expired, non-	:	
stock Corporation.	:	

: : : : :

DECREE PRO CONFESSO

The Defendants, being any and all Claimants or parties of interest of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock corporation, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication.

It is thereupon this 1st day of ~~April~~ May, 1953, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that the said Bill of Complaint be and the same is hereby taken Pro Confesso against any and all persons having claim or interest against said non-stock Corporation, defendant.

Benjamin Michaelson
Judge

Filed 1 May 1953.

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LIBER 84 PAGE 316

No. 10,457 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, of Anne Arundel County, State of Maryland, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain Attorneys, in the sum of Five Thousand Dollars ($5,000.00) for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally and our respective heirs, executors and administrators, firmly by these presents.

SIGNED, sealed and dated this 1st day of May, 1953.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, by a decree of the Circuit Court for Anne Arundel County, in Equity, dated April 10, 1952, in a cause entitled "In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation", No. 10,457 Equity, it was among other things Ordered that the above bounden Louis M. Strauss be appointed Trustee to take charge of and sell the goods, wares and real estate of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation, and to distribute the proceeds to the person or persons entitled thereto in accordance with further Orders of Court, and to well and truly perform the trust reposed in him, upon his filing a bond in the penal sum of Five Thousand Dollars ($5,000.00) for the faithful performance of his duties as Trustee and the approval of said bond.

NOW, THEREFORE, if the above bounden, Louis M. Strauss, shall truly and faithfully perform the trust reposed in him by said decree or any future decree or order in the premises, then the above obligation to be void; otherwise to remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument in writing to be signed and their seals to be hereunto affixed.

WITNESS:

Margaret B. Hendrix
Margaret B. Hendrix, as to both

Louis M Strauss (SEAL)
Louis M. Strauss, Principal

GLOBE INDEMNITY COMPANY, a body corporate

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

Approved this 2 May, 1953

Filed 2 May 1953

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LIBER 84 PAGE 317

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.	:	No. 10,457 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : :

PETITION AND REPORT OF SALE AND order

RE; TWO LOTS OF GROUND IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition and report of sale by Louis M. Strauss, surviving Trustee, respectfully shows:

1. That he was appointed Co-Trustee with one John S. Strahorn in these proceedings by Decree of this Court, dated April 10, 1952, and thereafter on October 20, 1952, appointed surviving Trustee for the affairs and assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation, and that he has duly qualified by filing an approved bond as Trustee.

2. That the only assets of this estate are two tracts of fee simple unimproved property located in the Second Election District of Anne Arundel County, acquired by the said Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation, by the following two deeds:

(a) Five-eights (5/8) of an acre, with improvements conveyed to it by the School Commissioners of Anne Arundel County, Incorporated, by its deed bearing date the 28th day of October, 1896, recorded among the Land Records of said Anne Arundel County in Liber G. W. No. 4, folios 174 through 176.

(b) Three and One-half (3-1/2) acres of land, unimproved, conveyed to it by Thomas G. Diggs and wife, et al, by their deed bearing date the 26th day of May, 1911, recorded in said Land Records in Liber G. W. No. 86, folio 7.

3. That the said properties aforesaid are subject only to the administrative costs of these proceedings, and the claim of John H. Queen, Jr., in the amount of $ 812.50 Dollars.

Filed 2 May, 1953.

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4. That your Trustee has been endeavoring to sell said properties at a private sale for the highest price obtainable.

5. That subject to the approval of this Court your surviving Trustee has entered into a contract dated May 2nd, 1953, with the J. F. Gomoljak Concrete Products Company, Incorporated, hereby your Co-Trustee, sold to the said J. F. Gomoljak Concrete Products Company, Incorporated, the two parcels of property mentioned in paragraph two of this Petition, and consisting of the only assets of this Estate as aforesaid, for the sum of One Thousand Four Hundred and Fifty Dollars ($1,450.00), with a deposit of One Hundred and Forty-Five Dollars ($145.00), and the balance in cash upon ratification of this sale by this Court, all of which will more fully appear from the original copy of said contract attached hereto as part hereof, marked "Petitioner's Exhibit No. 1".

6. That your Co-Trustee avers that it is necessary to sell the said fee simple properties to liquidate the affairs of the said Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation, to pay expenses and claims against this property and the Estate hereby administered.

7. That the sale was fairly made, and for the most money to be obtained therefor, and is advantageous to this Estate.

8. That the amount to be received equals the highest appraised market value of the parcels of land sold under said contract of sale.

WHEREFORE, your Surviving Trustee reports the 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.

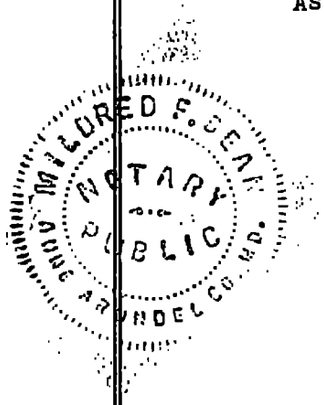
Louis M. Strauss, Surviving Trustee

LIBER 84 PAGE 319

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Surviving Trustee, 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.



Mildred F. Gear
Notary Public

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LIBER 84 PAGE 320

CONTRACT OF SALE

THIS AGREEMENT, Made this 2nd day of ~~April~~ May, 1953

by and between, Louis M Strauss, Surviving Trustee (A.A. Co. Equity 10,457)

of the first part, hereinafter called Vendor, and,

The J.F. Gomoljak Concrete Products Co., Inc.,

of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor *** SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Electioh District of Anne Arundel County, and described as:

5/8 Acres of Land More or Less Generals Highway and Old Lodge Bldg., described G.W. No. 4 folio 174

3 ½ Acres more or less near Herald Harbor described G.W. 86 folio 7

At and for the price of One Thousand Four hundred Fifty Dollars, of which One hundred Forty Five ********** Dollars, having been paid prior to the signing hereof and the balance of said purchase money to be paid as follows:

Subject to the approval of this contact and sale by the Circuit Court for Anne Arundel County in Equity., and thereafter after ratification ~~for~~ of the report of sale by Trustee in Equity No. 10,457) balance in cash subject to usual adjustments to day of sale.

And upon the payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract to become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges will be adjusted to the day of transfer., , as aforesaid.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit shall be forfeited., subject to aforesaid Court Orders.

WITNESS the hands and seals of the parties hereto:

WITNESS:

Mildred F. Bean — Louis M Strauss (SEAL)
Surviving Trustee

(SEAL)

J.F. Gomoljak Concrete Products Co., Inc. (SEAL)

Mildred F. Bean — by: C.E. Haymaker (SEAL)
President

Petioners' Exhibit No. 1

Filed 2 May, 1953

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LIBER 84 PAGE 321

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.	:	NO. 10,457 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : :

PETITION TO RE-FILE TESTIMONY NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitoner, Louis M. Strauss, surviving trustee, in these proceedings, respectfully represents:

1. That your Petitioner inadvertently took testimony in support of the allegations of the Bill of Complaint prior to the Decree Pro-Confesso in these proceedings, which said testimony was filed January 16, 1953.

2. That there has been no change of matters and facts pertaining to these proceedings that affects any of the parties or subject matter of these proceedings which would require any additional testimony.

WHEREFORE, your Petitioner prays leave of this Honorable Court to re-file this testimony through the Examiner of this Court Nunc Pro Tunc.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss

Louis M. Strauss, Surviving Trustee

Filed 6 May, 1953.

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Filed 6 May, 1953.

ORDER OF COURT

Upon the aforegoing Petition it is Ordered this 6th day of May, 1953, by the Circuit Court for Anne Arundel County, in Equity, that the testimony filed in these proceedings on January 16, 1953, be re-filed by the Examiner in these proceedings Nunc Pro Tunc.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 323

In the matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.	:	12,457 NO. ~~10,547~~ EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : :

DECREE FOR SALE OF REAL ESTATE

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

It is thereupon this 8th day of May, 1953, by the Circuit Court for Anne Arundel County, in Equity, Ordered and Decreed that the property mentioned in these proceedings be sold, at public or private sale, and that Louis M. Strauss be and is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows:

Before making sale he shall file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of Five Thousand Dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in him by this decree, or in any future decree or order in the premises, he shall then proceed to make sale of the real estate mentioned in these proceedings, if by public sale, by giving at least three weeks notice by advertisement, inserted in some daily or weekly newspaper published in Anne Arundel County, as he shall think proper, giving the time, place, manner and terms of said sale, which terms at public sale shall require a ten percent (10%) deposit at the time of sale of the balance in cash upon ratification of said sale by this Court, or if by private sale for a sum not less than the appraised market value of said properties mentioned in these proceedings, namely, the sum of One Thousand Four Hundred and Fifty Dollars ($1,450.00), and, as soon as convenient after such sale or sales, the Trustee shall return to this Court a full and particular account of the proceedings relative to such sale, with an affidavit of the truth thereof and the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before),

Filed 8 May, 1953

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the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Nicholson
Judge

LIBER 84 PAGE 325

CONTRACT OF SALE

THIS AGREEMENT, Made this 14 day of ~~April~~ May, 1953

by and between, Louis M Strauss, ~~Surviving~~ Trustee (A.A. Co. Equity 10,457)

of the first part, hereinafter called Vendor, and,

The J.F. Gomoljak Concrete Products Co., Inc.,

of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor *** SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, and described as:

5/8 Acres of Land More or Less Generals Highway and Old Lodge Bldg., described G.W. No. 4 folio 174

3 ½ Acres more or less near Herald Harbor described G.W. 86 folio 7

At and for the price of One Thousand Four hundred Fifty Dollars, of which One hundred Forty Five ********** Dollars, having been paid prior to the signing hereof and the balance of said purchase money to be paid as follows:

Subject to the approval of this contact and sale by the Circuit Court for Anne Arundel County in Equity., and thereafter after ratification ~~for~~ of the report of sale by Trustee in Equity No. 10,457) balance in cash subject to usual adjustments to day of sale.

And upon the payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract to become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges will be adjusted to the day of transfer., as aforesaid.

TIME is of the essence of thie Agreement, and if the terms hereof are not complied with, the deposit shall be forfeited., subject to aforesaid Court Orders.

WITNESS the hands and seals of the parties hereto:

WITNESS:

May 14, 1953

Louis M Strauss (SEAL)
~~Surviving~~ Trustee

(SEAL)

J.F. Gomoljak Concrete Products Co., Inc.

by: L Haymaker (SEAL)
President.

Copy of Contract Filed 14 May, 1953
Reaffirmed May 2, 1953
by Mr. Haymaker
For May 14, 1953

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LIBER 84 PAGE 326

In the matter of the Sale of the	:	
Assets of the Sons and Daughters	:	NO. 10,457 EQUITY
of the Morning Star Benevolent	:	IN THE
Association of Waterbury, Anne	:	CIRCUIT COURT
Arundel County, Maryland,	:	FOR
Incorporated, an expired, non-	:	ANNE ARUNDEL COUNTY
stock Corporation.	:	

: : : : :

TRUSTEES REPORT OF PRIVATE SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss, Trustee appointed by a Decree of this Court, passed in the above entitled case, dated the 8th day of May, 1953, to make sale of certain real estate therein mentioned, respectfully shows:

Filed 14 May, 1953

1. That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law, and the said Decree, and after offering said real estate for sale to prospective purchasers, did pursuant to said Decree sell the said real estate and property; namely,

5/8 Acres of land more or less, Generals Highway and Old Lodge Building, described in G.W. No. 4, folio 174.

3-1/2 Acres more or less, near Herald Harbor, described in G. W. No. 86, folio 7.

at private sale, to J. F. Gomoljak Concrete Products Company, Incorporated, for the sum of One Thousand Four Hundred and Fifty Dollars ($1,450.00), the same being the highest offer he could obtain for said property, the terms of sale being the receipt of One Hundred and Forty-Five Dollars ($145.00) as a down payment, and subject to approval of this sale by the Circuit Court for Anne Arundel County, balance in cash upon ratification of the report of sale by this Trustee, subject to the usual adjustments.

And your Trustee respectfully represents the said offer is the highest offer he could obtain for the said property, and that the sale was fairly made and is to the best interest of this Estate.

Respectfully submitted,

Louis M. Strauss
Trustee

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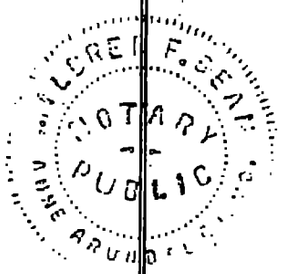
LIBER 84 PAGE 327

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 14th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss, Trustee, named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.



Mildred F. Bean

Mildred F. Bean - Notary Public

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LIBER 84 PAGE 328

ORDER NISI

In the Matter of the Sale of the Assets of the Sons and Daughters of

XXXXXX

the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,457 Equity

Filed 14 May, 1953

Ordered, this 14 day of May, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of June next.

The report states that the amount of sales to be $ 1,450.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the Assets of the Sons and Daughters of

XXXXXX

the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock Corporation.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 June, 1953

ORDERED BY THE COURT, This 23d day of June, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

46

LIBER 84 PAGE 329

In the Matter of the Sale of Assets Sons and Daughters of the Morning Star Benevolent Association, etc.

Equity No. 10,457

In the Circuit Court FOR Anne Arundel County

Certificate of Publication on Order Nisi Report of Sale

Filed 23 June, 1953

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10457

Sons & Daughters of the Morning Star Benevolent Assn.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of June, 1953 The first insertion being made the 21st day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,457 Equity

In The Matter Of The Sale Of The Assets Of The Sons And Daughters Of The MORNING STAR BENEVOLENT ASSOCIATION Of Waterbury, Anne Arundel County, Maryland, Incorporated, An Expired, Non-Stock Corporation.

Ordered, this 14th day of May, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of June next.

The report states that the amount of sales to be $1,450.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

ju-11

4-7

LIBER 84 PAGE 330

In the Case of

In the Matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of ~~XXX~~ Waterbury, Anne Arundel County, Maryland, Incorporated, an expired, non-stock corporation.

In the

Circuit Court

For

Anne Arundel County

No. 10,457 Equity

To the Honorable, the Judges of said Court:

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

Filed 7 Aug. 1953

August 6, 1953

All of which is respectfully submitted.

Laura L. Jickling
Auditor.

48

Dr. In the Matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County Maryland, Incorporated, an expired, non-stock corporation. in ac.

To Trustee for Commissions, viz:	74	75		
To Trustee for Fee (Order of 7/23/53), viz:	250	00	324	75
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	46	50		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	8	00		
Auditor - stating this account	18	00	92	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - notice to creditors	20	00		
Capital-Gazette Press - order of publication	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
James Tindall - appraisal and testimony	30	00		
Carl S. Thomas - appraisal and testimony	30	00		
Globe Indemnity Co. - bond premium	20	00		
Mildred F. Bean - notary fees	1	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82	170	41
To John H. Queen - in full payment of claim filed with testimony	812	50		
1953 State and County taxes paid by him on 3/26/53	14	43	826	93
Balance subject to further order of Court	42	31	42	31
			1,456	90

49

with Louis M. Strauss, Trustee Cr.

1953				
June	22	Proceeds of Sale (Contract dated 5/2/53)	1,450 00	1,450 00
		Refund 1953 State and County taxes ($14.43 -adj. to 6/22/53)	6 90	6 90
				1,456 90

51

LIBER 84 PAGE 333

ORDER NISI

In the Matter of the Sale of the Assets of the Sons and Daughters of the Morning Star Benevolent Association of Waterbury, Anne Arundel County, Maryland, Inc., an expired, non-stock corporation

VERSUS

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,457 Equity.

ORDERED, This 7 day of August, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John F. Robbins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of September, 19 53, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 10 Sept. 1953. Filed 7 Aug., 1953.

LIBER 84 PAGE 334

EQUITY No. 10,457

In the matter of the sale : IN THE

assets of the Sons and daughters : CIRCUIT COURT
etc.,

: FOR
ANNE ARUNDEL COUNTY

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

Certificate of Publications

Filed 9 Sept., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,457 Equity

In The Matter Of The Sale Of The Assets Of The Sons And Daughters Of The Morning Star Benevolent Association Of Waterbury, Anne Arundel County, Maryland, Inc., An expired, non-stock corporation.

Ordered, this 7th day of August, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-27

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 4, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10457
Sons and Daughters of the
Morning Star Benevolent Assn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of September, 1953. The first insertion being made the 13th day of August, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 11424

53

LIBER 84 PAGE 335

WALTER S. CALWELL, Assignee Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROY E. DIEBLER AND ELIZABETH DIEBLER, his wife Defendants	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 10,730

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's exhibit 'A' "-

1. Original Mortgage from the said Roy E. Diebler and Elizabeth Diebler, his wife to The Title Guarantee Company, dated February 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 454 folio 589, with short assignments at the foot thereof the last one dated January 2nd, 1953, to the Plaintiff herein, Assignee.

Walter S. Calwell

Walter S. Calwell - Assignee

J. E. Starr

John E. Starr -
Solicitor for Plaintiff

Filed 22 May, 1953

LIBER 84 PAGE 336

LIBER 454 PAGE 589

No. 10,730 Equity

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

MORTGAGE

THIS MORTGAGE, Made this 3rd day of February, A. D. 19 48, by and between ROY E. DIEBLER, JR., and ELIZABETH DIEBLER, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($) the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described~~

~~(The above paragraph is to be omitted if Mortgagee is not a building and loan association)~~

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-seven Hundred Dollars ($ 6700.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Title Guarantee Co., ~~and Trust Company~~, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Forty and 60/100 Dollars ($ 40.60), commencing on the first day of March, 19 48, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 19 68. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day made and passed to mortgagee their negotiable promissory note in said sum of even date, in monthly instalments with interest as aforesaid

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4130

BEGINNING for the same at the intersection formed by the east line of Victory Avenue, as now laid out 55 feet wide, and the extension westerly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant 119 feet 10-3/8 inches southerly, measured along the east line of Victory Avenue, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running thence continuously south 78 degrees east 116 feet 8-1/8 inches, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15-foot alley there laid out; thence, binding on the west line of said 15-foot alley, with the use thereof in common, south 15 degrees 6 minutes west 28 feet 3-1/2 inches; thence north 78 degrees west 115 feet 1-3/4 inches to intersect the said east line of Victory Avenue; thence, binding on the said east line of Victory Avenue, north 12 degrees east 28 feet 3 inches to the place of beginning. The improvements whereon are known as No. 913 Victory Avenue.

BEING the same property which, by deed dated February 3, 1948, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said mortgagors in fee simple.

Filed 22 May 1953

Plaintiff's Exhibit A

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns,

TOGETHER with all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

3

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty ——— days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt ———, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty ——— Dollars ($ 50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Albert E. Mitchell
Al... - ...

Roy E. Diebler, Jr. [SEAL]

Elizabeth Diebler [SEAL]
Elizabeth Diebler

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 3rd day of February, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ROY E. DIEBLER, JR, and ELIZABETH DIEBLER, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared George H. Schmidt, the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Albert E. Mitchell
Al... - ...
Notary Public.

Recorded Feb.10th. 1948 at 12:00 M.

95499

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY, (Tarrytown, New York)

Witness the Corporate Seal of said Company and the signature of Vice President this 3rd day of February 1948.

Attest: THE TITLE GUARANTEE COMPANY

Clifford L. Knight
Asst. Secretary.

J. Milton Brandt
Vice-President

Recorded Feb. 10th. 1948 at 12:00 M.

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE
(Purchase Money)

ROY E. DIEBLER, JR., AND WIFE
TO
THE TITLE GUARANTEE COMPANY
Assigned to The County Trust Company (Tarrytown, New York)

Received for Record ... 19...
at ... o'clock ... M.
Same day recorded in Liber No. 454
Folio 592, etc., one of the Mortgage Records of Anne Arundel County and
examined per
Cost of Records, $ ...
... Clerk.

Insured under the ... Act of ... Date ...
Assigned to ... Federal Housing Administration
Mutual Mortgage Insurance Fund
Amount ...
FEDERAL HOUSING ADMINISTRATION
By ...
Authorized Agent.
Date ...

Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—4130

LIBER 84 PAGE 340

This rider is attached to and is a part of a certain mortgage made by Roy E. Diebler, Jr., and Elizabeth Diebler, his wife, to The Title Guarantee Company, dated February 3rd, 1948, and recorded February 10th, 1948, in Liber JHH 454, Page 589, and the same date assigned to The County Trust Company.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 2nd day of January 1953 hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST: THE COUNTY TRUST COMPANY

Mary T. Lynch, Assistant Secretary BY: Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 2nd day of January 1953.

LIBER 84 PAGE 341

WALTER S. CALWELL, Assignee,

Plaingiff

VS.

ROY E. DIEBLER AND

ELIZABETH DIEBLER, his wife

Defendants

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

15/- - 1073

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Roy E. Diebler and Elizabeth Diebler, his wife

to The Title Guarantee Company

dated the 3rd day of February 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 454 Folio 589

Amount of Loan	$6700.00
Less - amount paid on principal	1104.27
	5595.73
Plus unpaid interest to 6/17/1953	159.17
Plus overdraft in expense account	51.73
	5806.63

Filed June 17 53

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 16th day of June in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE MD.

ASSIGNEE'S
~~Mortgagee and Attorney~~ Bond.

LIBER 84 PAGE 342
117736

1-369 Im-12-32

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

No. 10,730 Equity
15/88 - 10730

Know All Men by These Presents:

That we Walter S. Calwell of #19 E. Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIXTY-FIVE HUNDRED AND 00/100 ($6500.00) - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - - - - - - - - - - - - - - - - - - day of June in the year nineteen hundred and fifty-three.

Filed 17 June, 1953.

Whereas, the above bounden Walter S. Calwell, Assignee by virtue of the power contained in a Mortgage from Roy E. Diebler and Elizabeth Diebler, his wife, to The Title Guarantee Company, bearing date the 3rd day of February nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 454, Folio 589, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell, and he is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell, Assignee do[es] and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link

Attest:

Witness as to Surety:

M.S. Kraus
M.S.KRAUS

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By H.H. Nichols
H.H.Nichols Attorney-in-Fact

approved this 17 June, 1953
John H. Hopkins, 3rd
Clerk

LIBER 84 PAGE 343

WALTER S. CALWELL, Assignee,
Plaintiff

PLAINTIFF

VS

ROY E. DIEBLER AND

ELIZABETH DIEBLER, his wife

DEFENDANT

IN THE CIRCUIT COURT

ANNE ARUNDEL
FOR ~~XXXXXXXXX~~ COUNTY

IN EQUITY
No. 10,730

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of June, 1953 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

(1) said defendant~~s~~ are not in the military service of the United States

(2) said defendant~~s~~ are not in the military service of any nation allied with the United States

(3) said defendant~~s~~ have not been ordered to report for induction under the Selective Training and Service Act

(4) said defendant~~s~~ are not a member of the Enlisted Reserve Corps who has been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

Filed 26 June, 1953.

9

Legal Notices

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ASSIGNEE'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

No. 913 Victory Avenue, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Roy E. Diebler, Jr., and Elizabeth Diebler, his wife to The Title Guarentee Company, dated February 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 454 folio 589 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House Door, in Annapolis, on

WEDNESDAY, JUNE 17, 1953
AT 3 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

BEGINNING for the same at the intersection formed by the east line of Victory Avenue, as now laid out 55 feet wide, and the extension westerly of the center line of a party wall constructed in part on the land herein described, said point of beginning being also distant 119 feet 10-3/8 inches southerly, measured along the east line of Victory Avenue, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running thence continuously south 78 degrees east 116 feet 8-1/8 inches, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15-foot alley there laid out; thence, binding on the west line of said 15-foot alley, with the use thereof in common, south 15 degrees 6 minutes west 28 feet 3-1/2 inches; thence north 78 degrees west 115 feet 1-3/4 inches to intersect the said east line of Victory Avenue; thence, binding on the said east line of Victory Avenue, north 12 degrees east 28 feet 8 inches to the place of beginning. The improvements whereon are known as No. 913 Victory Avenue.

In fee simple

The improvements whereon consist of a two story, brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE.- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.

SAM W. PATTISON & CO., Auctioneer.

ja-11

LIBER 84 PAGE 344

WALTER S. CALWELL, Assignee, Plaintiff : IN THE CIRCUIT COURT

VS. : FOR

ROY E. DIEBLER AND ELIZABETH DIEBERL, his wife, Defendants : ANNE ARUNDEL COUNTY

(In Equity)
No. 10,730

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated February 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 454 folio 589 from said Roy E. Diebler and Elizabeth Diebler, his wife to The Title Guarantee Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland-Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 17th day of June, 1953 at 3 o'clock P.M. (E.D.T.) attend at the Court House Door in Annapolis and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the east side of Victory Avenue, 55 feet wide, 119 feet 10 3/8 inches south of Townsend Avenue, 30 feet wide, fronting southerly 28 feet 3 inches with an irregular depth to the west side of a 15 foot alley, the improvements whereon are known as No. 913 Victory Avenue, and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 26 June 1953

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The property was sold to The County Trust Company at and for the sum of Sixty-one Hundred ($6100.00) Dollars, in fee simple. said purchaser being then and there the highest bidder.

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of June, 1953 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

LIBER 84 PAGE 346

ORDER NISI

WALTER S. CALWELL, Assignee

versus

ROY E. DIEBLER and
ELIZABETH DIEBLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,730 Equity

Filed 26 June, 1953.

Ordered, this 26 day of June, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of August next.

The report states that the amount of sales to be $ 6,100.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

WALTER S. CALWELL, Assignee

versus

ROY E. DIEBLER and
ELIZABETH DIEBLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 5th Aug., 1953.

ORDERED BY THE COURT, This 5th day of August, 19 53, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Medairs
Judge

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LIBER 84 PAGE 347 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS. INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,730 Equity

WALTER S. CALWELL, Assignee
Vs.
ROY E. DIEBLER and ELIZABETH DIEBLER, his wife.

Ordered, this 20th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

The report states that the amount of sales to be $6,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

6-23

Filed 28 June 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 28, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq 10730

Roy E. Diebler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1953. The first insertion being made the 2nd day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 9750

15

In the Case of

Walter S. Calwell,
Assignee

VS.

Roy E. Diebler
and
Elizabeth Diebler, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,730 Equity

To the Honorable, the Judges of said Court:

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

Filed 19 Sept., 1953.

September 16, 1953

All of which is respectfully submitted.

Laura R. Dicklaus
Auditor.

Dr. Walter S. Calwell, Assignee vs. Roy E. Diebler and Elizabeth Diebler, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	213	00	263	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's Appearance Fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.-bond premium	26	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Clara M. Link - notary fees	1	25	120	39
To The County Trust Company, assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	5,723	04	5,723	04
			6,144	18
Amount of mortgage claim filed	5,806	63		
Cr. Amount allowed as above	5,723	04		
Balance subject to decree in personam	83	59		

15

with Walter S. Calwell, Assignee Cr.

1953							
JUne	17	Proceeds of Sale	6,100	00		6,100	00
		Refund 1953 State and County taxes ($89.87 - adjusted to 6/17/53)	40	57			
		Refund 1953 Anne Arundel County Sanitary Commission charges ($8.08- adjusted to 6/17/53)	3	61		44	18
						6,144	18

Filed 19 Sept., 1953

Filed 29 Oct., 1953

ORDER NISI LIBER 84 PAGE 351

Walter S. Calwell,
Assignee
VERSUS
Roy E. Diebler
and
Elizabeth Deibler, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,730 Equity.

ORDERED, This 19 day of September, 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 26 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 26 day of October next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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., October 29, 1953

We hereby certify, that the annexed

Order Nisi - And Acct
Eq- 10730
Roy E. Diebler

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1953. The first insertion being made the 24th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,730 Equity
WALTER S. CALWELL, Assignee
Vs.
ROY E. DIEBLER, And ELIZABETH DIEBLER, His Wife.

Ordered, this 19th day of September, 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 26th 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 26th day of October next.

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

Filed 29 Oct., 1953

No. M. G. 10,730

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LIBER 84 PAGE 352

WALTER S. CALWELL, Assignee	:	IN THE CIRCUIT COURT
VS.	:	FOR
MARTIN L. RODEY, EDWARD W. RODEY AND ANNA M. RODEY, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)
	:	No. 10,731

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Martin L. Rodey, Edward W. Rodey and Anna M. Rodey, his wife to The Title Guarantee Company, dated May 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 468 folio 206, with short assignments at the foot thereof the last one dated January 2nd, 1953 from The County Trust Company to the Plaintiff herein.

Filed 22 May, 1953.

Walter S. Calwell - Assignee

John E. Starr -
Solicitor for Plaintiff

FHA Form No. 2127h
(For use under Section 203)
(Revised Apr. 15, 1941)

No. 10,731 Equity

MORTGAGE

THIS MORTGAGE, Made this 4th day of May, A. D. 1948, by and between MARTIN L. RODEY, EDWARD W. RODEY and ANNA M. RODEY, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

~~(The above paragraph is to be omitted if Mortgagee is not a building and loan association.)~~

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-FOUR HUNDRED Dollars ($6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Title Guarantee Company, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($38.78), commencing on the first day of June, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day passed unto the said mortgagee, their negotiable promissory note in said sum, bearing even date herewith, payable with interest as aforesaid.

Filed 22 May 1953

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Said sum being used by the mortgagors as part of the purchase money of the hereinafter described property.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4130

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid out, 55 feet wide, and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 351 feet 9 3/4 inches southerly measured along the east line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence south 78 degrees 00 minutes 00 seconds east 100 feet 00 inches binding on the center line of said party wall so extended, the center line of said party wall, and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out, with the right of user thereof in common with others, thence binding on the west line of said alley south 12 degrees 00 minutes 00 seconds west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described; thence continuously north 78 degrees 00 minutes00 seconds west 99 feet 2 5/8 inches binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extanded westerly to intersect the said east line of First Street, thence binding on the said east line of First Street, northerly on a curve to the right with a radius of 764 feet for a distance of 15 feet 8 1/4 inches and north 12 degrees 00 minutes 00 seconds east, 2 feet 1 3/4 inches to the place of beginning. The improvements thereon being known as No. 935 First Street.

LIBER 468 PAGE 206

LIBER 84 PAGE 354

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said Martin L. Rodey, in fee simple.

The said Edward W. Rodey and Anna M. Rodey, his wife, join herein for the purpose of making themselves liable for the repayment of the above mentioned mortgage indebtedness and interest in accordance with the terms of this mortgage as mortgagors.

Plaintiff's Exhibit A

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

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

TOGETHER WITH all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(*a*) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(*b*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(*c*) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Administrator;
(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the mortgage debt secured hereby; and
(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (*b*) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor

3

shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (*a*) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of prineipal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mort-

gage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Albert E. Mitchell
ALBERT E. MITCHELL

Martin L. Rodey [SEAL]
Martin L. Rodey

Edward W. Rodey [SEAL]
Edward W. Rodey

Anna M. Rodey [SEAL]
Anna M. Rodey

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 4th day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MARTIN L. RODEY and EDWARD W. RODEY and ANNA M. RODEY, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared George H. Schmidt, the agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Albert E. Mitchell
Notary Public.
ALBERT E. MITCHELL

Recorded- 10th- May- 1948- at 12 M.

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (Tarrytown, New York)

Witness the Corporate Seal of said Company, and the signature of Vice President this 4th day of May, 1948.

Attest:

Clifford L. Knight
Asst. Secretary.

THE TITLE GUARANTEE COMPANY

George H. Schmidt
Vice-President

Recorded- 10th- May- 1948- at 12 M.

App. No. 96566
Written by ab
Approved by
Ready for record

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

MARTIN L. RODEY, ET AL

TO

THE TITLE GUARANTEE COMPANY

The County Trust Company
Tarrytown, N. Y.

Received for Record May 10 1948 at 12 o'clock M.
Same day recorded in Liber No. 468 Folio 209 etc., one of the Mortgage Records of Anne Arundel County and examined per

Cost of Records, $ Clerk.

Reference is made to the Act and to the Regulations thereunder covering assignments of this insurance protection on this note.

U.S. GOVERNMENT PRINTING OFFICE 16—4130

LIBER 84 PAGE 358

This rider is attached to and is a part of a certain mortgage made by Martin L. Rodey, Edward W. Rodey and Anna M. Rodey, his wife, to The Title Guarantee Company dated May 4th, 1948, and recorded May 10th, 1948, in Liber No. JHH 468, Page 206, and the same date assigned to The County Trust Company.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 2nd day of January 1953 hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST: THE COUNTY TRUST COMPANY

Mary T. Lynch, Assistant Secretary

BY: Edward P. Hanyen

Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 2nd day of January 1953.

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LIBER 84 PAGE 359

WALTER S. CALWELL, Assignee,
Plaintiff

VS.

MARTIN L. RODEY,
EDWARD W. RODEY AND
ANNA M. RODEY, his wife

IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

15/18 - 10731

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from the said Martin L. Rodey, Edward W. Rodey and Anna M. Rodey, his wife
to The Title Guarantee Company

dated the 4th day of May 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 468 Folio 206

Amount of Loan	$6400.00
Less amount paid on principal	988.82
	5411.18
Plus unpaid interest to 6/17/1953	171.95
Plus overdraft in expense account	4.07
	5587.20

Filed 17 June 1953

CITY
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 16th day of June in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

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ASSIGNEE'S
~~Mortgage~~ Bond.

117737

1-369 Im-12-32

LIBER 84 PAGE 360

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

No. 10,731 Equity

15/881 & 10731

Know All Men by These Presents:

That we Walter S. Calwell of #19 E. Fayette Street - Baltimore, Maryland,

as Principal

and **NEW AMSTERDAM CASUALTY COMPANY**, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of

SIXTY-FIVE HUNDRED AND 00/100 ($6500.00) - - - - - - - - - - Dollars,

to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 16th - - - - - - - - - - - - - - - - - -

day of June in the year nineteen hundred and fifty-three.

Whereas, the above bounden Walter S. Calwell, Assignee

by virtue of the power contained in a Mortgage from Martin L. Rodey and Edward W. Rodey and Anna M. Rodey, his wife, to The Title Guarantee Company,

bearing date the 4th day of May nineteen hundred and forty-eight

and recorded among the Land Records of Anne Arundel County, in Liber J.A.H.

No. 468, Folio 206, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell,

and he

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

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

Walter S. Calwell, Assignee

es

do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara M. Link
Attest:

Witness as to Surety:

M.S. Kraus
M.S.Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols
R.H.Nichols Attorney-in-Fact

Approved this 17 June, 1953
John H. Hopkins, 3rd, Clerk.

Filed 17 June, 1953

LIBER 84 PAGE 361

WALTER S. CALWELL, Assignee

Plaintiff

PLAINTIFF

VS

MARTIN L. RODEY,

EDWARD W. RODEY AND

ANNA M. RODEY, his wife

DEFENDANT

IN THE CIRCUIT COURT

ANNE ARUNDEL
FOR [redacted] COUNTY

IN EQUITY
No. 10,731

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 19th day of June, 1953 before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared Walter S. Calwell and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

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

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

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

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

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

Filed 26 June, 1953.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ASSIGNEE'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

935 First Street, Brookwood, Fifth District of Anna Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Martin L. Rodey, Edward W. Rodey and Anna M. Rodey, his wife to The Title Guarantee Company, dated May 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 468 folio 206 default having occurred thereunder), the undersigned Assignee, will sell at Public Auction at the Court House Door, in Annapolis, on

WEDNESDAY, JUNE 17TH, 1953
AT 3:05 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid ont, 55 feet wide, and the extension westerly of the center lina of a party wall aonstructed in part on the land herein being described, said point of beginning being also distant 351 feet 9 3/4 inches southerly measured along tha east line of First Street, from the south line of Townsend Avenue, as now laid ont 30 feet wide, and running thence south 78 degrees 00 minutes 00 seconds east 100 feet 00 inches binding on the center line of said party wall so extended, the center line of said party wall, and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid ont, with the right of user thereof in common with others, thence binding on the west line of said alley south 12 degrees 00 minutes 00 seconds west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described; thence continuously north 78 degrees 00 minutes 00 seconds west 99 feet 2 5/8 inches binding on the said center lina of said party wall so extended, the canter line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street, thence binding on the said east line of First Street, northerly on a curve to the right with a radius of 764 feet for a distance of 15 feet 8 1/4 inches and north 12 degrees 00 minutes 00 seconds east, 2 feet 1 3/4 inches to the place of beginning. The improvements thereon being known as No. 935 First Street.

In fee simple.

The improvements whereon consist of a two story brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, bainnce of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Assignee.

SAM W. PATTISON & CO., Auctioneer.
jn-11

Filed 26 June, 1953

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LIBER 84 PAGE 362

WALTER S. CALWELL, Assignee, Plaintiff
VS.
MARTIN L. RODEY, EDWARD W. RODEY AND ANNA M. RODEY, his wife
Defendants

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
No. 10,731

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated May 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 468 folio 206 from said Martin L. Rodey, Edward W. Rodey and Anna M. Rodey, his wife to The Title Guarantee Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland-Gazette" newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 17th day of June, 1953 at 3.05 P.M. (E.D.T.) attend at the Court House Door in Annapolis and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the east line of First Street, 55 feet wide, 351 feet 9 3/4 inches south of Townsend Avenue, 30 feet wide, fronting southerly 17 feet 10 inches with an irregular depth to the west line of a 15 foot alley, the improvements whereon are known as No. 935 First Street; being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The property was sold to The County Trust Company at and for the sum of Fifty-eight Hundred ($5800.00) Dollars, in fee simple, said purchaser being then and there the highest bidder.

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 19th day of June, 1953 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

LIBER 84 PAGE 364

ORDER NISI

WALTER S. CALWELL, Assignee

versus

MARTIN L. RODEY,
EDWARD W. RODEY and
ANNA M. RODEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,731 Equity

Filed 26 June, 1953.

Ordered, this 26 day of June, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of August next.

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

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL, Assignee

versus

MARTIN L. RODEY,
EDWARD W. RODEY and
ANNA M. RODEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 5 Aug., 1953.

ORDERED BY THE COURT, This 5th day of August, 19 53, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 365

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,731 Equity

WALTER S. CALWELL, Assignee

Vs.

MARTIN L. RODEY, EDWARD W. RODEY and ANNA M. RODEY, his wife.

Ordered, this 20th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of August next.

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

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-23

Filed 4 Aug., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity 10731

Martin L. Rodey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1953. The first insertion being made the 2nd day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 9749

13

In the Case of

Walter S. Calwell,
Assignee

VS.

Martin L. Rodey,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,731 Equity

To the Honorable, the Judges of said Court:

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

Filed 19 Sept., 1953.

September 16, 1953

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Dr. Walter S. Calwell, Assignee, vs. Martin L. Rodey, et al in ac.

To Assignee for Fee, viz;	50	00		
To Assignee for Commissions, viz:	204	00	254	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's Appearance Fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	26	00		
Sam W. Pattison - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	75		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Clara M. Link - notary fees	1	25	128	36
To The County Trust Company, Assignee of the mortgage filed inthese proceedings - this balance on account mortgage claim	5,422	67	5,422	67
			5,842	78
Amount of mortgage claim filed	5,587	20		
Cr. Amount allowed as above	5,422	67		
Balance subject to decree in personam	164	53		

15

with Walter S. Calwell, Assignee Cr.

1953							
June	17	Proceeds of Sale	5,800	00		5,800	00
		Refund 1953 State and County Taxes ($87.60 - adjusted to 6/17/53)	39	62			
		Refund 1953 Sanitary Commission charges ($7.03 -adjusted to 6/17/53)	3	16		42	78
						5,842	78

LIBER 84 PAGE 369

ORDER NISI

Walter S. Calwell,

Assignee

VERSUS

Martin L. Rodey,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,731 Equity.

ORDERED, This 19 day of September, 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 26 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 26 day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 29 Oct, 1953. Filed 19 Sept, 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

17

LIBER 84 PAGE 370 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 29, 1953

We hereby certify, that the annexed

Order Nisi - And. Acct.

Eq - 10,731

Martin L. Rodey.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of October, 1953. The first insertion being made the 24th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,731 Equity
WALTER S. CALWELL, Assignee
Vs.
MARTIN L. RODEY, et al.

Ordered, this 19th day of September, 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 26th 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 26th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-8

Filed 29 Oct, 1953

No. M. G. 10,731

18

In the Matter of the Sale	:	
of the Mortgaged	:	In The
Real Estate of	:	Circuit Court for Anne Arundel County
Reuben Montgomery and	:	Equity No. 10,757
Bertha Montgomery, his wife.	:	

- - - - - - -

Mr. Clerk:

Please docket this case, file my appearance and file original mortgage.

Frankie Wilson

Frankie Wilson,
Attorney named in Mortgage

Filed 25 June, 1953

LIBER 84 PAGE 372

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

BOOK 65 PAGE 33

No. 10,757 Equity

This Mortgage, Made this 26th day of October,

in the year one thousand nine hundred and fifty-one between Reuben Montgomery and Bertha Montgomery, his wife,

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

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors

being members of the said body corporate

have received therefrom an advance of Three Thousand

Dollars ($3,000.00)

on thirty 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 Maryland National Building and Loan Association, Inc.,

and its successors and assigns, all that tract

piece or parcel of ground situate and lying in the Third Election District of Anne Arundel County ~~as above known as No.~~ in fee simple

and described as follows: BEGINNING for the same at a hub now set in the first or south 47-¾ degree West 46.6 perches line of a conveyance to Frankie Wilson, dated March 15, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 303, Folio 32, the said hub being set at a point, as corrected for magnetic variation, South 40 degrees 01 minutes West 207.0 feet from a stone marked H No. 5 heretofore set at the beginning of the said line, and running thence with the said line South 49 degrees 01 minute West 150.0 feet to a hub; thence leaving the said line and running South 63 degrees 14 minutes East 448.30 feet to the northwest side of Solley Road, as laid out 30 feet wide; thence with the northwest side of Solley Road, North 43 degrees 37 minutes East 119.30 feet to a hub; thence leaving the said Road and running North 59 degrees 51 minutes West 427.11 feet to the place of beginning. Containing 1.25 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as deeded to the County Commissioners of Anne Arundel County for the widening of Solley Road.

BEING the same tract of ground which by deed of even date herewith and recorded, or so intended to be, prior hereto, was granted and conveyed by Frankie Wilson & Sons, Inc., to said Reuben Montgomery and Bertha Montgomery, his wife, MORTGAGORS herein.

Filed 25 June, 1953.

2

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

TO HAVE AND TO HOLD the said lot of ground and premises, unto the said Mortgagee, its successors and assigns, in fee simple. 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, subject to the payment of the yearly rent of ~~[illegible]~~ payable in equal semi-annual instalments on the days of and in each and every year.

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

AND the said Mortgagor s , for themselves, their heirs, executors, administrators and assigns, covenant with the said Maryland National Building and Loan Association, Inc., its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns monthly ~~weekly~~ the sum of one dollar ~~[illegible]~~ on each of said thirty shares of stock as dues, until the combined payment of dues shall amount to one hundred Dollars for each of said thirty shares, and also to pay monthly ~~weekly~~ the sum of fifty 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 Three Thousand 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 s hereby covenant to pay to the said MORTGAGEE, the further sum of Four Dollars ~~[illegible]~~ monthly ~~[illegible]~~, 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 s 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, 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 s , 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 Mortgagor s 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 Frankie Wilson , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of Seventy-five 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. (4) IT IS FURTHER AGREED that in case the Mortgagors cease to own, sell, transfer or dispose of the within described property, without first obtaining the assent in writing of the Mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

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

TEST:

Frankie D. Wilson

Frankie D. Wilson

Reuben Montgomery (SEAL)
Reuben Montgomery

Bertha Montgomery (SEAL)
Bertha Montgomery

BOOK 652 PAGE 35 LIBER 84 PAGE 374 (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS:

I HEREBY CERTIFY, that on this 26th day of October in the year one thousand nine hundred and fifty-one, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Reuben Montgomery and Bertha Montgomery, his wife, the Mortgagor s named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Ruth S. Newman, President of Maryland National Building and Loan Association, Inc. and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson

Frankie D. Wilson - Notary Public.

Recorded- 30th October, 1951, at 10:50 A.M.

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LIBER 84 PAGE 375

MORTGAGE

FROM

REUBEN MONTGOMERY

AND

BERTHA MONTGOMERY, HIS WIFE

TO

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.,

Lot 119.30 ft. northwest side Solley Road, ~~[illegible]~~ Third Election District, Anne Arundel County, Maryland

Received for Record Oct 30 1957

at 10-50 o'clock A M. Same day recorded in

Liber J.H.H. No. 652 Folio 33 etc.,

Land Records of A A Co.,

and examined per

John H Hopkins 3d, Clerk.

Cost of Record, $

Frankie Wilson
Attorney at Law
Linthicum Heights, Maryland

The Daily Record Company, Baltimore, Md.

PHONE GLEN BURNIE 1930

LIBER 84 PAGE 376

MARYLAND NATIONAL BUILDING AND LOAN ASSOCIATION, INC.

25 BALTIMORE-ANNAPOLIS BOULEVARD, N. W., GLEN BURNIE, MD.

No. 10,757 Equity.

June 24, 1953

Reuben Montgomery and Bertha Montgomery, his wife,
610 Cherryton Road, Cherry Hill,
Baltimore - 25 - Maryland.

Original amount of mortgage	$ 3,000.00
Paid on account of Principal	2,275.64
Balance due on principal	724.36
3 months interest, from April 26,1953 to July 17,1953 at $4.16 per month	12.48
3 months penalty, months of April, May & June, 1953	1.20
	$738.04
Less credit in expense account	81.17
	$656.87
Plus 1953 taxes	7.99
	$ 664.86

Filed 23 June, 1953.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 24th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton D. Wilson, Assistant Treasurer of Maryland National Building & Loan Association, Inc., and made oath in due form of law that the above statement is true and bona fide, and that the amount of $664.86 is due and owing said Association by Reuben Montgomery and Bertha Montgomery, his wife.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE COUNTY, MD.

Evelyn Gates
Evelyn Gates

Walton D. Wilson
Walton D. Wilson, Assistant Treasurer

6

Mortgagee and Attorney's Bond. LIBER 84 PAGE 377 117797 1-369 1m-12-32

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

EQUITY 10,757

Know All Men by These Presents:

That we Frankie Wilson - 23 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland, - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND AND 00/100 ($1,000.00) - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 26th - - - - - - - - - - - - - - - - - - day of June in the year nineteen hundred and fifty-three.

Whereas, the above bounden Frankie Wilson - Attorney Named in Mortgage - by virtue of the power contained in a Mortgage from Reuben Montgomery and Bertha Montgomery, his wife bearing date the 26th day of October nineteen hundred and fifty-one and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 652, Folio 33, and said Frankie Wilson, Attorney named in mortgage is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Frankie Wilson, Attorney Named in Mortgage - does and shall well and truly and faithfully perform the trust reposed in her - - - - - under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Walton D. Wilson

Attest:

Witness as to Surety: M. S. Kraus
M. S. Kraus

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

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols
R. H. Nichols Attorney-in-Fact

Filed 8 July, 1953.

approved this 8 July, 1953
John H. Hopkins, 3rd, Clerk

7

In the Matter of the Sale :
of the Mortgaged :
Real Estate of :
Reuben Montgomery and :
Bertha Montgomery, his wife. :

In The
Circuit Court for Anne Arundel County
Equity No. 10,757

- - - - - - - -

REPORT OF SALE

To The Honorable, the Judge of said Court:

The report of sale of Frankie Wilson, attorney named in mortgage, dated October 26, 1951, from Reuben Montgomery and Bertha Montgomery, his wife, to Maryland National Building and Loan Association, Inc., and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 652, Folio 33 &c., which mortgage is filed in said cause pending, respectfully shows:

That after giving bond with security for the faithful discharge of her trust, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three weeks consecutively preceding the day of sale, Frankie Wilson, Attorney, under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 17th day of July, 1953, at 4:00 o'clock p.m. attended on the premises on Solley Road, in the Third Election District of Anne Arundel County, and then and there sold the property described in said mortgage, which property is more particularly described as follows:

Filed 21 July, 1953.

BEGINNING for the same at a hub now set in the first or south 47-¾ degree west 46.6 perches line of a conveyance to Frankie Wilson, dated March 15, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 303, folio 32, the said hub being set at a point, as corrected for magnetic variation, South 40 degrees 01 minutes West 207.0 feet from a stone marked H No. 5 heretofore set at the beginning of the said line, and running thence with the line South 49 degrees 01 minute West 150.0 feet to a hub; thence leaving the said line and running South 53 degrees 14 minutes East 448.30 feet to the northwest side of Solley Road, as laid out 30 feet wide; thence with the northwest side of Solley Road, North 43 degrees 37 minutes East 119.30 feet to a hub; thence leaving the sa id road and running North 59 degrees 51 minutes West 427.11 feet to the place of beginning. Containing 1.25 acres of land, more or less.

SAVING AND EXCEPTING therefrom so much thereof as deeded to the County Commissioners of Anne Arundel County for the widening of Solley Road, and subject to an easement to the Consolidated Gas, Electric Light & Power Company.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00 at time of sale and balance upon ratification by the Court, with interest at 6% per annaum from date of sale; taxes to be adjusted to date of sale.

The said property was sold, as aforesaid, to Frankie Wilson & Sons, Inc. at and for the sum of Seven Hundred Dollars ($700.00), the said purchaser then and there being the highest bidder, and that said sale was fairly made.

Frankie Wilson
Frankie Wilson, Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 20th day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, Attorney named in aforesaid Mortgage, and made oath in due form of law that the matters and facts set forth in above Report of Sale are true, to the best of her knowledge, information and belief, and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Viola Kindred
Viola Kindred, Notary Public.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LIBER 84 PAGE 380

ORDER NISI

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXX~~

Reuben Montgomery and
Bertha Montgomery, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,757 Equity

Filed 21 July, 1953.

Ordered, this 21 day of July, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Frankie Wilson, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of August next.

The report states that the amount of sales to be $ 700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXX~~

Reuben Montgomery and
Bertha Montgomery, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 14 Sept., 1953.

ORDERED BY THE COURT, This 14th day of September, 19 53, that the sale made and reported by the ~~Trustee~~ Attorney 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~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 84 PAGE 381

Certificate of Auctioneer

Equity No. 10,757

I HEREBY CERTIFY that sale of 1.25 acres, more or less on the northwest side of Solley Road, in the Third Election District of Anne Arundel County, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 652, folio 33, has this 17th day of July, 1953, been sold at public auction to Frankie Wilson & Sons, Inc., for the sum of Seven Hundred Dollars ($700.00), and that said sale was fairly made.

Robert H. Campbell, Auctioneer.

Filed 28 July, 1953.

LIBER 84 PAGE 382

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 4*, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10757

Reuben Montgomery

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *31st* day of *August*, 1953. The first insertion being made the *30th* day of *July*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

No. M. G. *10299*

12

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,757 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of REUBEN MONTOOMERY And BERTHA MONTGOMERY, His Wife.

Ordered, this 21st day of July, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Frankis Wilson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

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.

a-20

Filed 11 Sept 1953

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Reuben Montgomery
and
Bertha Montgomery, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,757 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 1 Oct., 1953.

September 30, 1953

All of which is respectfully submitted.

Auditor.

13

Dr. In the Matter of the Sale of the Mortgzged Real Estate of Reuben Mortgomery and Bertha Montgomery, his wife

in ac.

1953					
July	17	To Attorney for Fee, viz:	75 00		
		To Attorney for Commissions, viz:	44 00	119	00
		To Attorney for Court costs, viz:			
		Plaintiff's Solicitor's appearance fee	10 00		
		Clerk of Court - Court costs	18 75		
		Auditor - stating this account	9 00	37	75
		To Attorney for Expenses, viz:			
		Capital-Gazette Press - advertising sale	28 14		
		Capital-Gazette Press - order nisi (sale)	8 00		
		Capital-Gazette Press - order nisi (acct)	6 00		
		New Amsterdam Casualty Co. -bond premium	10 00		
		Robert H. Campbell - auctioneer's fee	15 00		
		Viola Kindred - notary fee	50	67	64
		To Maryland National Building & Loan Association, Inc., mortgagee - this balance on account mortgage claim	498 49	498	49
				722	88
		Amount of mortgage claim filed	664 86		
		Cr. Amount allowed as above	498 49		
		Balance subject to decree in personam	166 37		

with Frankie Wilson, Attorney named in Mortgage Cr.

1953						
July	17	Proceeds of Sale	700	00	700	00
		Refund 1953 taxes - adjusted	3	66		
		Refund fire insurance premium - (adjusted 7/17/53 to 10/26/54)	19	22	22	88
					722	88

15

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Reuben Montgomery and Bertha Montgomery, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,757 Equity.

ORDERED, This 1 day of October, 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 9 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 16 Mar., 1954. Filed 1 Oct., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~[illegible]~~ 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)

16

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 10757 Reuben Montgomery

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of November, 1953. The first insertion being made the 8th day of October, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

No. M.G. 11583

17

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,757 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of REUBEN MONTGOMERY And BERTHA MONTGOMERY, His Wife.

Ordered, this 1st day of October, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-23

Filed 15 Mar., 1954

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.

EQUITY NO. 6400
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed Feb. 27, 1946

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First. That the said Charles F. Lee, Trustee, acting under authority of an Order passed by this Honorable Court the 29th day of March, 1933, has sold to Abraham Greengold and Ceily Greengold, his wife, all those two lots of ground facing on McGuckian Avenue in the Second Election District of Anne Arundel County, Maryland, and designated as Lots Nos. Nine (9) and Ten (10) of Block "G", and having a combined frontage on McGuckian Avenue of 100 feet with an even depth therefrom of 150 feet as shown on the plat of the McGuckian Subdivision made by J. R. McCrone, Jr., Engineer, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, at and for the sum of Fifteen Hundred Dollars ($1,500.00), of which sum One Hundred Fifty Dollars ($150.00) has been paid, the balance to be paid in full within thirty days, as shown by contract of sale dated February 1, 1946 and filed herewith as a part hereof.

Second. Your Petitioner reports that he has received the deposit as mentioned in said contract of sale, and that the sale was fairly made.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises authorizing and confirming the contract of sale above mentioned, and authorizing and directing your Petitioner to execute the deed conveying the lots mentioned in said contract of sale when the purchase price has been paid and the terms

complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee
Charles F. Lee, Trustee

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

I hereby certify that on this 26th day of February, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney, Notary Public

We, the undersigned, the parties to the above mentioned contract of sale, do hereby consent to the Immediate Ratification of said sale.

Charles F. Lee
Charles F. Lee, Trustee

Abraham Greengold
Abraham Greengold

Ceily Greengold
Ceily Greengold

Annapolis, Maryland, Feb. 14, 1946

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and

hereby certify that in our opinion the sum of Fifteen Hundred Dollars for said property is fair and adequate.

Fred Schoen

James H Murray

UPON the foregoing Petition, Affidavit and Consent to the Immediate Ratification of sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 27" day of February, 1946, that the sale of Lots Nos. 9 and 10, Block "G" as herein described, to Abraham Greengold and Ceily Greengold, his wife, at and for the sum of Fifteen Hundred Dollars, be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lots to said purchasers when the purchase price has been paid and the terms complied with in full.

Judge

CONTRACT OF SALE

LIBER 84 PAGE 390

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 1st day of February 19 46, by and between CHARLES F. LEE, TRUSTEE for the ESTATE OF THOMAS McGUCKIAN

of the first part, hereinafter called Vendor, and ABRAHAM GREENGOLD AND CEILY GREENGOLD his wife

of the second part, hereinafter called Vendee.

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows: Being lots 9 and 10, Block "G" shown on the Revised Plat, McGuckian Subdivision, made by J. R. McCrone, Jr., March 1940.

Subject to radification of the Circuit Court of Anne Arundel Co., Md.

At and for the price of Fifteen hundred and 00/100 - - - - - - - - Dollars, of which One hundred fifty and 00/100 - - - - - - - - - - - - - - - - - Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: Balance in cash within 30 days.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to Charles F. Lee, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Charles F. Lee, Trustee
Estate Thomas McGuckian (SEAL)

(SEAL)

Abraham Greengold (SEAL)

Ceily Greengold (SEAL)

LIBER 84 PAGE 391

CARL R. GRAY, JR., Administrator of Veterans' Affairs, Plaintiff vs. PATRICK MERRYMAN and PAULINE C. MERRYMAN, Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,759 Equity

PETITION FOR FORECLOSURE OF LAND INSTALLMENT SALES AGREEMENT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of CARL R. GRAY, JR., Administrator of Veterans' Affairs, by his attorney, GRAFTON LEE BROWN, JR., Acting Chief Attorney, Veterans Administration Baltimore Regional Office, respectfully shows:

1. That on the 2nd day of October, 1950, the Plaintiff and Defendants entered into a Conditional Sales Agreement for the purchase and sale of leasehold premises known as 226 Southerly Road, Brooklyn Heights, located in Anne Arundel County, State of Maryland, wherein said Defendants assented to the passage of a decree for the sale of said property to take place at any time after the default in any covenant or condition of said agreement; all of which will appear from said agreement; which is marked "Petitioner's Exhibit No. 1," and filed herewith as part of this Petition.

2. That the Defendants are in default in their payments of said contract in the amount of $ 565.10 and that on May 25, 1953, the Plaintiff notified the Defendants by registered mail of his intention of declaring a default of the payments on the contract which will appear from said letter marked "Petitioner's Exhibit No. 2" and filed herewith as part of this Petition.

3. That Your Petitioner prays that a decree may be passed for the sale of said property in accordance with Article 21, Sections 118-123 inclusive, of the Annotated Code of Maryland, 1951.

And as in duty bound, etc.

Filed 30 June, 1953.

STATE OF MARYLAND)
) TO WIT:
COUNTY OF BALTIMORE)

I hereby certify that on this 26th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared GRAFTON LEE BROWN, JR., Acting Chief Attorney, Veterans Administration Regional Office, Baltimore, Maryland, and made oath in due form of law that the matters and facts set forth above are true and bona fide to the best of his knowledge and belief.

Lillian A. C. Kemp
Notary Public

My Commission Expires: May 2, 1955

Baltimore Regional Office
Veterans Administration Building
Baltimore 2, Maryland

Installment Contract

Property Management Number PM MD H-213

Street and Number 226 Southerly Road, Brooklyn Heights

City and State Anne Arundel County, Baltimore 25, Maryland

THIS CONTRACT, made the 2nd day of October, 19 50.

WITNESSETH: That CARL R. GRAY, JR. as Administrator of Veterans Affairs, an official of the United States Government, and his successors in office, hereinafter called VENDER, for and in consideration of the purchase price to be paid in the manner hereinafter set out, and in further consideration of the premises, covenants and conditions hereinafter set forth.

hereby expressly agreed to by the Vendee, agrees to sell to Patrick Merryman and Pauline C. Merryman, his wife, as tenants by the entireties

now residing at above address

hereinafter called VENDEE, and said Vendee agrees to purchase from Vendor the following described property:

1. DESCRIPTION:

BEING known and designated as Lot No. 129 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 226 Southerly Road.

BEING the same lot of ground conveyed by deed dated February 10, 1950, from Walter S. Calwell, Asignee, to the County Trust Company, and recorded among the Land Records of Anne Arundel County in Liber JHH 557, Folio 369.

Filed 30 June, 1953.

2. TOGETHER with all the buildings and improvements thereon with the appurtenances and the following personal property situated in or about the said premises; viz.

3. PRICE: The total purchase price for said property is the sum of ($ 7500.00) Payable as follows: ($ 7500.00)

(a) Cash paid upon execution and signing of offer ($ 375.00)
(b) Additional cash upon the execution and signing hereof by the Vendee, receipt of which is hereby acknowledged ($ -)
(c) Balance of said purchase price with interest from the date hereof at the rate of five per cent (5%) per annum to be paid as hereinafter set forth ($ 7125.00)

Petitioners Exhibit No. 1

Vendee shall pay the following monthly installments of not less than $ 63.18 each, to the Vendor at its Regional Office in Baltimore, Maryland, or at such other place as it may from time to time by written notice designate, until the whole of the said principal sum shall have been paid, the first of such payment to be made on the 2nd day of November 19 50. The unpaid balance remaining due from date hereof until paid to bear interest at the rate of 5 % per annum.

Each monthly payment to include the following amounts payable for the stated purposes; amounts representing taxes, insurance, ground rent, and special assessments are subject to increase or decrease at any time as determined by the Vendor.

PRINCIPAL & INTEREST	TAXES	INSURANCE	GROUND RENT	SPECIAL ASSESSMENTS	TOTA
$47.03	$8.35	$1.30	$6.50	$ -	$63.18

Nothing contained in this paragraph prevents payment in full of the unpaid balance of the purchase price at any time during the term of this contract, or prevents prepayments in amounts not less than the amount of the monthly payment specified in the contract.

The provisions of this paragraph are for the convenience of the Vendee, but are not intended to relieve the Vendee of his obligation to provide adequate insurance against such risks, in such amounts, and in such companies as may be satisfactory to the Vendor, nor his responsibility for the payment of taxes, ground rents, and special assessments.

4. ASSIGNMENT OF AWARDS: All awards of damages in connection with any condemnation for public use of or injury to any of said property or any other awards, after payment therefrom of all reasonable expenses incurred, including reasonable fees for attorneys representing Vendor in any proceeding in which any such award is made, are hereby assigned and shall be paid to Vendor and Vendor is hereby authorized in the name of Vendee, to execute and deliver valid acquittances thereof and to appeal from any or all of such awards.

5. VESTING OF INTEREST: That no right, title or interest, legal or equitable, in the premises aforesaid, or any part thereof, shall vest in vendee until the delivery of the deed hereinafter provided for, by the vendor, or until the full payment of the purchase price at the times and in the manner herein provided.

6. RECORDATION: That this agreement shall not and will not, nor shall any copy thereof, nor any statement, paper or affidavit, in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of the county or city where the property is located, or in any other public office, by the Vendee, or any one acting for Vendee, or in Vendee's behalf, and that if the same be so filed by the Vendee, or any one acting for Vendee, or in the Vendee's behalf, this agreement and each and every provision hereof shall, at the option of the vendor, be and become absolutely null and void and of no further force or effect whatsoever, and thereupon all the rights, claims and demands of the vendee arising hereunder or because of any act or thing done on account thereto shall terminate and the vendee shall and will pay to the vendor all expenses, including court costs and solicitors' fees, incurred by vendor in any proceeding to remove such contract, paper, affidavit, instrument, or notice from record as a cloud on the title to the property by the vendor, all without prejudice to any other right of the vendor to declare this agreement ended and thereafter absolutely null and void, which right is hereby expressly given to and reserved by the vendor.

7. COMMINGLING OF FUNDS: Vendor may commingle with its general funds any moneys received by it hereunder, and Vendor shall not be liable for the payment of any interest thereon, nor shall Vendor incur any liability to Vendee on account of such moneys, except to apply, retain and/or disburse funds by it hereunder as is herein provided.

(a) If the funds accumulated by payments made by the Vendor as herein provided, at any time are insufficient in amount to pay and discharge the whole or any part of said items; or of any of them, when Vendor desires the same to be paid, Vendor may at its sole option pay and advance the same from its own funds for the account of the Vendee, and any and all sums so advanced by Vendor shall thereupon become a part of and be added to said purchase price and shall bear interest at the rate specified herein from date of expenditure until repaid and shall be due and payable with the installment of said purchase price next thereafter falling due hereunder or at such other time or times, in such amounts and in such manner as Vendor may require. All payments of said items

made by Vendor hereunder may be in such amounts as are shown to be due payable, past due or delinquent on account thereof by Vendor's own records or by bills obtained by Vendee or on the basis of any other information received by Vendor. Upon request of Vendor, Vendee shall promptly obtain, approve and deliver to Vendor all bills for said items.

(b) Vendor's rights to hold, apply and disburse said funds for the purposes and in the manner herein provided are irrevocable and absolute prior to full payment of all of the indebtness of Vendee to Vendor, whether secured or unsecure, and none of said funds may be withdrawn by Vendee so long as any of such indebtedness remains unpaid.

8. INSURANCE AND AWARDS: The Vendor shall have the discretion and option to permit the Vendee to receive and use any money which becomes payable under any policy for insurance on the said property or any condemnation award or other award for the purpose of rebuilding or repairing the damaged property or for other purposes without thereby waiving any of its rights hereunder or to apply such payments or awards, if any, first to the unpaid balance of purchase money, whether then due or not, and to other obligations under this contract, and to such other charges against said property for which the Vendor may be liable hereunder and the balance, if any, to be paid to Vendee.

9. REPAIRS AND IMPROVEMENTS: That each and every contract for repairs and improvements on the premises aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall or will be executed by the vendee for repairs or improvements upon the property aforesaid, except the same contain such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall and will be promptly delivered to and may be retained by vendor.

10. POSSESSION of said property shall be delivered by Vendor to Vendee on the date of the execution of this agreement, subject to any existing tenancy.

11. CARE AND USE OF PROPERTY; Vendee during the period this agreement is in force, hereby agrees and covenants to keep the buildings and improvements on said premises in good order and repair; to effect such repairs thereof as Vendor may require after inspections of the property, which Vendee hereby agrees to permit; to commit or suffer no waste of said premises, and not to change, alter, or add to the existing improvements without first securing the written consent of the Vendor; to keep and use said premises only for the purpose for which they are now designed or used unless otherwise agreed to by Vendor in writing; and to comply with all laws, ordinances and regulations affecting said property and its use.

12. DEED: Upon the payment on principal by Vendee of One Thousand Eight Hundred Seventy Five Dollars and no/100 - (\$1,875.00) - - - of said original price, in addition to any other payments provided for hereunder and all advances made by Vendor under the provisions of this contract, and compliance with all other covenants and conditions herein, Vendor shall, at the written request of the Vendee, execute and deliver to Vendee a good and sufficient special warranty deed to said property, upon the payment of costs as hereinafter provided, and upon the express condition the Vendee shall simultaneously therewith execute and deliver to Vendor a first purchase Money Mortgage and Note, for the balance of the purchase price, payable as herein after provided.

13. TITLE to be good and marketable or such as will be insured at regular rates by any responsible title insurance company, and Vendor shall convey said property to Vendee from and clear of all liens and encumbrances except as follows:

(a) This contract is not to be construed as a covenant or warranty on the part of the Vendor to deliver to Vendee a good and marketable or insurable title, and if Vendor cannot for any reason convey such title, all moneys paid by Vendee under this contract, less the fair rental value of the property from the date of delivery of possession, which is hereby agreed to be \$63.18 per month for the period of the operation of this contract, and less also any sums necessary to compensate Vendor in the event Vendee shall have committed waste or shall have failed to keep said property in good order and repair, shall be refunded by Vendor to Vendee without interest and all rights and liabilities whatsoever under this agreement shall cease and terminate and it is more particularly agreed that the Vendee shall not under any circumstances be entitled to recover any other expenses or for any loss of profits on the transaction.

(b) Said conveyance shall be subject to any and all existing restrictions, easements, building and zoning ordinances and other governmental laws, regulations and ordinances, limiting the use, occupany or enjoyment of said premises.

(c) Any unpaid taxes and assessments or special levies thereon imposed, or maturing, subsequent to the date hereof or which may affect the premises at said time and which are or may become payable subsequent thereto in installments or otherwise.

(d) Said conveyance shall be further subject to payment of the annual rent of $78.00 payable semi-annually on the first days of February and August in each and every year.

14. COSTS: The Vendee shall pay for any title examination or title insurance desired in connection with this sale and shall pay for all recording costs and any taxes whatsoever in connection with the deed of conveyance and purchase money mortgage, if any, and also all the costs of any revenue, documentary or other stamps required for any purpose to be affixed to any such deed of conveyance or purchase money mortgage.

15. WAIVER BY VENDOR of the performance of any obligation herein shall not thereafter in any manner affect the right of Vendor to require or enforce performance of any other of said obligations.

16. TERMINATION OF THIS AGREEMENT AND DAMAGES ON DEFAULT: If Vendee shall fail to pay the principal sum and the interest thereon, or any part thereof and said default in the payment of principal and interest shall continue for a period of thirty (30) days, or if Vendee shall otherwise fail to keep and perform any of the terms or conditions of this contract, then in either or any of said events, at the option of the Vendor, this Contract shall be terminated immediately and be of no further effect without any notice or further act being done by Vendor and thereupon, all payments made by Vendee on account of this contract, and all buildings and appurtances thereto erected on the land and all crops planted thereon shall be forfeited by Vendee and retained by Vendor as liquidated damages and as and for rental money for said premises; and Vendee shall be considered as the tenant of the Vendor from the time possession is given Vendee hereunder, up to the date of the termination of this contract, and thereafter, as merely a tenant holding-over from a monthly lease. Vendee shall thereupon quit and surrender up to Vendor, without demand, peaceful possession of said premises, in as good condition as they are now in, reasonable wear and tear alone expected. Vendee hereby expressly waiving any and all notices to vacate said premises that may now or hereafter be required by law applicable to the particular locality, and Vendor shall have the right forthwith to re-enter and take possession of said premises and may through summary proceedings applicable to tenants holding-over or otherwise, eject said Vendee and remove all persons and their property, with or without force, without being liable for any action therefor. Further, in the event of any such default by Vendee it shall be lawful for any attorney-at-law, as attorney for Vendee, to sign an agreement for entering in any competent court on action and judgment in ejectment, without any stay of execution or appeal, and without any liability on the part of said attorney for which this shall be a sufficient warrant or authority, whereupon a writ of habere facias possessionem or any writ in the nature thereof, may issue forthwith without any prior service of process, writ or proceedings whatsoever. Vendee hereby releasing and agreeing to release Vendor from all errors and defects whatsoever in entering such action or judgment or causing such possessory writ to be issued. Or Vendor may at its option declare the entire balance of the principal sum remaining unpaid, together with all unpaid interest thereon immediately due and payable, and may forthwith proceed to the collection thereof and the enforcement of performance of this contract in any manner and form provided by law, and it is further agreed by and between the parties hereto that in the event of any default as aforesaid, there shall become due, all costs and charges allowed by law, for any suit or suits, brought to enforce rights of Vendor hereunder, and the Vendee hereby expressly agrees to become liable to pay in addition to such costs and charges, a reasonable sum for an attorney's fee.

17. REPRESENTATION: It is expressly agreed that all representation relating to said premises or to the subject matter of this agreement are included herein, and the Vendor shall not be bound by any alleged representations not so set forth.

18. CONTEXT HEREOF: That whenever the context hereof requires, the singular number, as used herein shall include the plural.

19. TIME OF THE ESSENCE: Time is of the essence of this agreement unless extended by mutual consent in writing.

20. ASSIGNMENT: Vendee shall not have the right to assign this agreement or rent or lease the premises herein until first obtaining the written consent of the Vendor and in the event the Vendee shall at any time during the continuance of this agreement rent said premises by and with the written consent of the Vendor, Vendee hereby assigns to Vendor any and all rents that may be due or payable as rental for said premises and hereby authorizes Vendor at its option, to collect said rents and to apply the same in accordance with provisions of this agreement as to application of payments on account of the obligations hereof.

21. HEIRS: The parties hereto bind themselves and their respective heirs, executors, administrators, successors and assigns for the faithful performance of this agreement.

22. NOTICES: All notices to the Vendee shall be deemed sufficient if mailed in the United States mail to the Vendee at the address herein before mentioned.

In witness whereof the parties to these Presents have hereunto set their hands and seals in triplicate the day and year first above written, and whereas CARL R. GRAY, JR. Administrator of Veterans' Affairs, has caused these Presents to be executed by Carroll Brown, Loan Guaranty Officer of the Baltimore Regional Office, in accordance with the authority contained in the provisions of Section 36:4342 of the Regulations under Title 3 of the Servicemen's Readjustment Act of 1944.

Signed, Sealed and Delivered in the Presence of _____ (Seal)
CARL R. GRAY, JR.
Administrator of Veterans Affairs

_____ By _____ (Seal)
George D. Clark
CARROLL BROWN
Loan Guaranty Officer

As to all parties

_____ _____ (Seal)
Patrick Merryman

_____ (Seal)
Pauline C. Merryman

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May 25, 1953

3013-2C
SH-195-MD - PM B-213 MD
MERRYMAN, Patrick
226 Southerly Road

Notice of Intention to Declare a Forfeiture of Payments Under the Above Contract Under Artic 21, Sections 118-123, Annotate Code of Maryland, 1951

Mr. Patrick Merryman
and Mrs. Pauline C. Merryman
226 Southerly Road
Brooklyn Heights
Baltimore 25, Maryland

REGISTERED MAIL
RETURN RECEIPT REQUESTED,
COPY RETAINED.

Dear Mr. and Mrs. Merryman:

This is to advise that under the terms of contract dated October 2, 1950, between Carl R. Gray, Jr., Administrator of Veterans' Affairs, and Patrick Merryman and Pauline C. Merryman, husband and wife, you are in arrears in the amount of $505.44 as of May 2, 1953, which represents seven months arrearage.

This is to give you thirty days notice that unless payment is made at our office bringing this contract to date for the entire amount due on or before June 26, 1953, your contract will be declared in default as per its terms and conditions and applicable law pertaining thereto.

The amount to be paid will be increased each month by the regular monthly payments due in addition to the above amount.

Very truly yours,

GRAFTON IZE BROWN, JR.
Chief Attorney

Filed 30 June, 1953

Petitioner's Exhibit No. 2.

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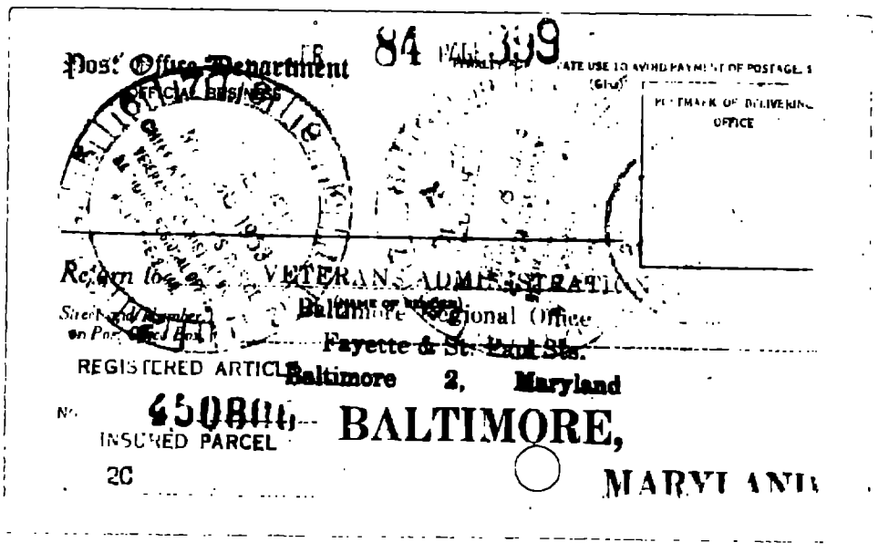
Post Office Department
84 FEB 339
OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
POSTMARK OF DELIVERING OFFICE
Return to
VETERANS ADMINISTRATION
Baltimore Regional Office
Fayette & St. Paul Sts.
Baltimore 2, Maryland
REGISTERED ARTICLE
No. 450804
INSURED PARCEL
BALTIMORE,
MARYLAND

Rev. 1-4-40

LBEE 04 90 ERRYMAN, Patrick

RETURN RECEIPT 226 Southerl

Received from the Postmaster the Registered or Insured Article the original number of which appears on the face of this Card.

1 .....

(Signature of addressee)

2 .....

(Signature of addressee's agent ... addressee's name ...)

Date of delivery ....., 19...

U. S. GOVERNMENT PRINTING OFFICE ... 1940

CARL R. GRAY, JR., Administrator of Veterans' Affairs, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
PATRICK MERRYMAN and PAULINE C. MERRYMAN, Defendants	:	No. 10,754 Equity

DECREE IN FORECLOSURE OF LAND INSTALLMENT SALES AGREEMENT

The Petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered;

IT IS THEREUPON, this 30th day of June, in the year nineteen hundred and fifty-three by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED, that the property in the proceedings mentioned to be sold, at or after giving notice as required by Article 66, Sec. 7-15, inclusive, of the Annotated Code of Maryland, that GRAFTON LEE BROWN, JR., be and he is hereby appointed Trustee to make said sale, and that the course and manner of this proceeding shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of seven thousand five hundred dollars ($7,500.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payment to bear interest from the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the

Filed 30 June, 1953

//

sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their successors, personal representatives and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner 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, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the Plaintiff's claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Richardson
JUDGE

LIBER 84 PAGE 403

CARL R. GRAY, JR., Administrator of Veterans' Affairs, Plaintiff	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
PATRICK MERRYMAN and PAULINE C. MERRYMAN, Defendants	:	No. 10,759 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared REUBEN C. KINSLEY, JR. and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

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

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

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Reuben C. Kinsley Jr.
REUBEN C. KINSLEY, JR.
Loan Service Representative
Veterans Administration

Subscribed and sworn to before me
this 1st day of July, 1953.

Lillian A. C. Kemp
Lillian A. C. Kemp, Notary Public
My commission expires: 5/2/55

Filed 6 July, 1953

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LIBER 84 PAGE 404

No. 10,759 Equity

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, Grafton Lee Brown, Jr., 1209 Calvert Building, Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED AND 00/100 - - - - - - ($7,500.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of July in the year of our Lord one thousand nine hundred and fifty-three

WHEREAS, the above bounden Grafton Lee Brown, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Certain Property located at 226 Southerley Road

mentioned in the proceedings in the case of Carl R. Gray, Jr., Administrator of Veterans Affairs

vs:

Patrick Merryman and Pauline C. Merryman

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Grafton Lee Brown, 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:

Melba M. Hackerman

Grafton Lee Brown, Jr. (SEAL)

(SEAL)

WITNESS: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By K. Woodburn / *As to Surety*

By E. V. Shockley, *Attorney in Fact*

approved this 6 July, 1953
John H. Hopkins, 3rd, Clerk.

Filed 6 July, 1953

MD3116a—250. 10-48 122321
Trustee's Bond

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LIBER 84 PAGE 405

CARL R. GRAY, JR. Administrator of Veterans' Affairs, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
PATRICK MERRYMAN and PAULINE C. MERRYMAN,	:	IN EQUITY NO. 10,759
Defendants	:	DOCKET NO. 15, FOLIO 102

STATEMENT OF MORTGAGE DEBT

Amount of Loan	$7125.00
Less Amount paid on principal	297.54
	$6827.46
Plus unpaid interest to 7/2/53	199.45
	$7026.91
Balance in Tax and Insurance Account	none
Balance due on loan as of 7/2/53	$7026.91

Filed 23rd July, 1953

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of July in the year nineteen hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared CARROLL BROWN, Loan Guaranty Officer, agent of the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Lillian A. C. Kemp
NOTARY PUBLIC

My commission expires: May 2, 1955

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LIBER 84 PAGE 406

GRAFTON LEE BROWN, JR.,
Solicitor,
Room 1209 Calvert Building,
Baltimore 2, Maryland.

Docket 15, Folio 102
10,759 In Equity
TRUSTEE'S SALE
OF LEASEHOLD PROPERTY
NO. 226 SOUTHERLY ROAD,
BROOKLYN HEIGHTS

By a decree of the Circuit Court for Anne Arundel County, will sell at public auction at the County Court House, Annapolis, Maryland, on

AUGUST 3, 1953,
AT 11:00 A. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon, situated in Anne Arundel County and described as follows:

It is known and designated as Lot No. 129 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4, Plat No. 10. The improvements whereon are known as 226 Southerly Road. Subject to an annual ground rent of $78 and improved by a TWO-STORY BRICK DWELLING.

Terms of Sale: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale: credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses, including special paving tax, if any, to be adjusted to day of sale.

A deposit of $750 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

GRAFTON LEE BROWN, JR.,
Trustee.

SAM W. PATTISON & CO.,
Auctioneers.

In re: Carl E. Gray, Jr., Administrator of Vets. Affairs vs. Patrick and Pauline C. Merryman. jy-30

Filed 3 Aug., 1953

No. M. G. 10119

16

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 3, 1953

We hereby certify, that the annexed

Trustees Sale

No. 226 Southerly Road

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1953. The first insertion being made the 9th day of July, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

LIBER 84 PAGE 407

I hereby certify that I purchased the property described in the below advertisement at and for the price of $6900.00 on behalf of N. V. Higley, Administrator of Veterans affairs and agree to abide by the terms thereon.

Witness my hand and seal of N. V. Higley, Administrator of Veterans affairs by Frank C. McHenry Asst. Loan Guaranty Officer this 3rd day of August 1953.

Witness:
Milton Haeseman

N. V. Higley (Seal)
Administrator of Veterans affairs
By
Frank C. McHenry
Asst Loan Guaranty Officer

GRAFTON LEE BROWN, JR.,
Solicitor,
Room 1109 Calvert Building,
Baltimore 2, Maryland.

Docket 15, Folio 102
10,759 In Equity
TRUSTEE'S SALE
OF LEASEHOLD PROPERTY
NO. 226 SOUTHERLY ROAD,
BROOKLYN HEIGHTS

By a decree of the Circuit Court for Anne Arundel County, will sell at public auction at the County Court House, Annapolis, Maryland, on

AUGUST 3, 1953,

AT 11:00 A. M.

ALL THAT LOT OF GROUND AND IMPROVEMENTS thereon, situated in Anne Arundel County and described as follows:

It is known and designated as Lot No. 129 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4, Plat No. 10. The improvements whereon are known as 226 Southerly Road. Subject to an annual ground rent of $78 and improved by a TWO-STORY BRICK DWELLING.

Terms of Sale: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale: credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses, including special paving tax, if any, to be adjusted to day of sale.

A deposit of $750 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

GRAFTON LEE BROWN, JR.,
Trustee.

SAM W. PATTISON & CO.,
Auctioneers.

In re: Carl R. Gray, Jr., Administrator of Vets. Affairs vs. Patrick and Pauline C. Merryman. js-30

Filed 3 Aug., 1953

I hereby certify that I sold the property above described to N. V. Higley, Administrator of Veterans affairs at and for the price of $6900.00 he being the and that the highest bidder therefor, and that the sale was fairly and properly held and conducted.

Witness my hand and seal this 3rd day of August 1953.

Witness:
Milton Haeseman

Sam W. Pattison (Seal)
Auctioneer

17

CARL R. GRAY, JR. Administrator of Veterans' Affairs, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
PATRICK MERRYMAN and PAULINE C. MERRYMAN, Defendants	:	IN EQUITY NO. 10,759
	:	DOCKET NO. 15, FOLIO 102

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

The Report of Sale of GRAFTON LEE BROWN, JR., Trustee appointed by the decree in the above entitled cause, to make sale of leasehold property known as 226 Southerly Road, Brooklyn Heights, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Monday the 3rd day of August 1953 at eleven o'clock A.M., attend said sale at the Court House and then and there sold to H. V. Higley, Administrator of Veterans' Affairs, successor in office to CARL R. GRAY, JR., former Administrator of Veterans' Affairs, the said leasehold property situate in Anne Arundel County and known as 226 Southerly Road, Brooklyn Heights, and described in the attached advertisement, at and for the sum of $6900 00, said purchaser being then and there the highest bidder.

Filed 3 Aug 1953

GRAFTON LEE BROWN, JR., Trustee

STATE OF MARYLAND, COUNTY OF BALTIMORE , SCT:

I HEREBY CERTIFY, That on this 3rd day of August, 1953 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared GRAFTON LEE BROWN, JR., Trustee, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

Lillian A. C. Kemp Notary Public

My commission expires: May 2, 1955

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LIBER 84 PAGE 409

ORDER NISI

CARL R. GRAY, JR.,
Administrator of Veterans' Affairs

versus

PATRICK MERRYMAN and
PAULINE C. MERRYMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,759 Equity

Filed 9 Sept., 1953.

Ordered, this 9 day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Grafton Lee Brown, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of October next.

The report states that the amount of sales to be $6,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

CARL R. GRAY, JR.,
Administrator of Veterans' Affairs

versus

PATRICK MERRYMAN and
PAULINE C. MERRYMAN

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 Oct., 1953.

ORDERED BY THE COURT, This 23rd day of October, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

17

LIBER 84 PAGE 410 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,759 Equity
CARL B. GRAY, JR., Administrator of Veterans' Affairs
Vs.
PATRICK MERRYMAN and PAULINE C. MERRYMAN.

Ordered, this 9th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Grafton Lee Brown, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of October next.

The report states that the amount of sales to be $6,900.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-8

Filed 23 Oct, 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 23, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10759

Patrick Merryman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of October, 1953. The first insertion being made the 17th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 10093

Z 5

In the Case of

Carl R. Gray, Jr.,
Administrator of Veterans' Affairs
vs.
Patrick Merryman
and
Pauline C. Merryman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,759 Equity

To the Honorable, the Judges of said Court:

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

Filed 5 Nov., 1953.

October 29, 1953

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

21

Dr. Carl R. Gray, Jr., Administrator of Veterans' Affairs vs. Patrick Merryman and Pauline C. Merryman, his wife

			in ac.
To Trustee for Commissions, viz:	237	00	237 00
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	Waived		
Clerk of Court - Court costs	19	25	
Auditor - stating this account	9	00	28 25
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	31	24	
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
Fidelity & Deposit Co. of Md. - bond premium	30	00	
Sam W. Pattison & Co. -auctioneer's fee	25	00	
One-half Federal documentary stamps	3	85	
Ground rent - 8/1/53 to 8/3/53		65	
Lillian A. C. Kemp - notary fees	2	00	106 74
To Trustee for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission-			
1953 water and sewer service charge			
($8.75 adjusted to 8/3/53)	5	07	5 07
To Carl R. Gray, Jr., Administrator of Veterans' Affairs - this balance on account claim filed	6,563	62	6,563 62
			6,940 68
Amount of claim filed	7,026	91	
Interest on $6,827.46 to 8/3/53 @ 5%	30	34	
	7,057	25	
Cr. Amount allowed as above	6,563	62	
Balance due	493	63	

N. N.

with Grafton Lee Brown, Jr., Trustee

			Dr.	Cr.
1953				
Aug.	3	Proceeds of Sale	6,900 00	6,900 00
		Refund 1953 Taxes ($99.59 adjusted to 8/3/53)	40 68	40 68
			6,940 68	

23

Filed 31 Dec., 1953. Filed 5 Nov., 1953.

LIBER 84 PAGE 414

ORDER NISI

Carl R. Gray, Jr.,
Administrator of Veterans' Affairs

VERSUS

Patrick Merryman
and
Pauline C. Merryman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,759 Equity.

ORDERED, This 5 day of November, 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 14 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of December next.

John H. Hopkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of December, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,759 Equity
CARL R. GRAY, JR., Administrator
Of Veterans' Affairs
Vs.
PATRICK MERRYMAN
And
PAULINE C. MERRYMAN, His Wife.

Ordered, this 5th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-26

Filed 31 Dec., 1953.

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10759

Patrick Merryman

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 December, 1953. The first insertion being made the 12th day of November, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M.G. 11980

25

LSER 84 PAGE 415

~~IN THE MATTER OF~~ T. STANFORTH SHEPHERD ~~THE SALE OF THE~~ vs. ~~REAL ESTATE OF~~ ELIZABETH S. SHEPHERD, infant	* * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,559 Equity

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of T. Stanforth Shepherd, father and next friend of Elizabeth S. Shepherd, infant, respectfully represents:

Filed 23 Aug., 1952.

1. That Elizabeth S. Shepherd (hereinafter called the infant) was born on 16 February 1934 to T. Stanforth Shepherd and Elizabeth F. Shepherd, his wife.

2. That T. Stanforth Shepherd purchased from Clemence C. Burwell, et al. one hundred fifty-three (153) acres of land, more or less, and improvements located in the First Election District of Anne Arundel County. By deed dated 6 May 1948, said property was conveyed to T. Stanforth Shepherd and the said infant as joint tenants and not as tenants in common; said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 468, folio 33, a certified copy of which is filed herewith marked "Exhibit A" and prayed to be taken as a part hereof.

3. The said property is located on Maryland Route #2, and the State Roads Commission of Maryland is widening and improving said road.

4. On the 25th day of January 1952, the State Roads Commission of Maryland entered into an option agreement with T. Stanforth Shepherd to purchase one (1) acre of said property bounding on said highway at and for the price of Six Hundred Fifty Dollars ($650.00).

5. That on 19 February 1952, the State Roads Commission accepted the option granted it on 25 January 1952. A copy of said acceptance of option is filed herewith marked "Exhibit B", and prayed to be taken as a part hereof. Also filed herewith and marked "Exhibit C", and prayed to be taken as a part hereof is a deed plat showing the land to be acquired by the State Roads Commission.

6. That the sale of the one (1) acre of land to the State Roads Commission for the widening and improving of Maryland Route #2 will enhance the value of the remaining property, and it would be for the benefit and advantage of the infant to sell the said real estate and to invest the proceeds thereof in some productive fund for her benefit.

TO THE END, THEREFORE,

1. That a decree may be passed for the sale of said real estate.

2. That the sale of said property by the said T. Stanforth Shepherd, father and next friend of the infant and also the joint tenant of said land, at and for the price and sum of Six Hundred Fifty Dollars ($650.00) may be adopted as a sale of this Court and finally ratified and confirmed.

3. That your petitioner may have such other and further relief as his case may require.

May it please your Honors to grant unto your petitioner a writ of subpoena directed to the said Elizabeth S. Shepherd, infant, whose address is Harwood, Maryland, commanding her to appear on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND, as in duty bound, etc.

T. Stanforth Shepherd
Petitioner

2

Matthew S. Evans

Matthew S. Evans, Esq.
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Petitioner

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

I HEREBY CERTIFY that on this 21" day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. STANFORTH SHEPHERD, father and next friend of Elizabeth S. Shepherd, infant, and made oath in due form of law that the matters and facts as set forth in the foregoing Petition are true as therein stated.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Notary Public

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(INT. REV. STAMPS $20.35) ($20.35)

(No title search)

THIS DEED, Made this 6th day of May in the year one thousand and nine hundred and forty-eight, by and between Clemence C. Burwell, widow, Anne M. Cheston, single, and Eleanor M. Shepherd and William Shepherd, her husband, grantors, of _____, in the State of Maryland of the first part, and T. Stanforth Shepherd and Elizabeth S. Shephard, his daughter, grantees of Anne Arundel County, Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations to them passing, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part have bargained and sold, and by these presents do grant and convey unto the said T. Stanforth Shepherd and Elizabeth S. Shepherd, his daughter, as joint tenants, and not as tenants in common, their heirs and assigns, in fee simple, all the following described tract of ground, situate, lying and being in in the First District of the County, aforesaid, and described as follows, that is to say:-

Filed 25 Aug., 1952.
Re-filed 17 Aug., 1953.

BEING all the real estate lying on the east side of the public road leading from Harwood to Queen Anne Bridge, and on the north side of the Annapolis-Solomon's Island Road, in said First District, which was devised to these grantors, Anne M. Cheston, Clemence C. Burwell and Eleanor M. Shepherd and others, by the last will and testament of Mary D. Cheston, probated July 13, 1943, and of record among the Will Records of said Anne Arundel County, in Will Book R.G.P. No. 1, folio 424, etc., and containing 153 acres of land, more or less; the several interests therein of these others, to-wit, James Cheston 3rd,, Louisa M. Cheston and Edward M. Cheston (1/6th each) in said real estate hereby intended to be conveyed, having been conveyed to the said Anne M. Cheston and Clemence C. Burwell, as follows: (1) Deed of Sidoni R. Cheston, widow, dated March 29, 1946, recorded in Liber

"Petitioner's EXHIBIT A"

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J.H.H. 356, folio 22, etc., (2) Will of Louisa M. Cheston probated June, 1946, and recorded in Will Book R. G. P. No. 2, folio 376, and (3) Deed of Edward M. Cheston and wife, dated August 21, 1946, and recorded October 17, 1946, in Liber J. H. H. No. 387, folio 157, etc.,

TO WHICH said Wills and Deeds, and also all other wills, deeds and papers therein mentioned and referred to, reference is hereby made, for a more complete and accurate description of the property hereby intended to be conveyed.

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

To Have and To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said T. Stanforth Shepherd and Elizabeth S. Shepherd, his daughter, as joint tenants, and not as tenants in common, their heirs and assigns, in fee simple.

And the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

TEST:

Wilhelmina P. Hopkins.

Clemence C. Burwell (SEAL)

Anne M. Cheston (SEAL)

Eleanor M. Shepherd (SEAL)

William Shepherd (SEAL)

Examiner's Exhibit No. 1
Shepherd vs. Shepherd
No. 10,559 Equity.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, That on this 6th day of May, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Clemence C. Burwell, Anne M. Cheston, and Eleanor M. Shepherd and William Shepherd, her husband, the above named grantors, and they each acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Wilhelmina P. Hopkins,
Notary Public.

(NOTARIAL SEAL)

Recorded May 7th, 1948 at 10:50 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 468, folio 33, etc. etc. one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 11th day of August, A. D., 1952.

John N. Hopkins 3rd
CLERK.

6

Name of Project

Md. Rt. #2 - Mt. Zion to Stewart's Corner

Name, address and phone No. of District Engineer in charge of Construction of said project

E. G. Duncan
Laurel, Md.
Laurel 690

Form 104 Notice—Acceptance of Option
Registered Mail—Return Receipt

STATE OF MARYLAND
STATE ROADS COMMISSION

L. W. Kern
Right of Way Engineer
108 East Lexington Street
Baltimore (3) Maryland

Item No.
16911 LIBER 84 PAGE 421
16915

Contract No.
AA-401-3-315

Name of Property
T. Stanforth Shepherd

Mr. T. Stanforth Shepherd
Harwood, Maryland

February 19, 1952

Dear Sir:

This is to inform you that this Commission hereby accepts the option granted it on January 25, 1952 in connection with the above designated item number, contract number and property on said project.

In order that the check (s) in settlement for the property described in said option may be issued it will be necessary that ALL COPIES of the enclosed bills be signed in ink on the red lines by all persons and/or organizations whose names are typed at the top thereof. These names should be signed exactly as typed at the top of the bills; and ALL COPIES immediately returned to this office in the enclosed self-addressed stamped envelope. Please keep this notice as your record of the terms of the agreement.

Promptly upon issuance of the check (s) the designated local attorney in the County in which the property is located will communicate with you so that an appointment may be made for the execution of the necessary deeds or other papers by all persons having an interest in the property in order that the land, easements and rights, etc. described in the option may be conveyed to the Commission or to such persons or organizations as may be designated by the Commission.

For your information we quote below the terms of this option.

"IT IS HEREBY UNDERSTOOD AND AGREED THAT THE PROPERTY OWNER WILL DO THE FOLLOWING:-

(1) At and/or between stations 123+00 to 140+75 left; 152+86 to 166+60 left; 172+50 to 195+50 right; 199+90 to 204+40 left; 226+40 to 233+40 right and left and 238+25 to 241+00 right and left - Will remove from the limits of the Right of Way and/or easement areas herein agreed to be conveyed all fencing, gates, gate posts, cattle corral and/or other improvements within 30 days after the date of notification of the acceptance of this option by the Commission; failure to comply with this provision within the time limit specified will automatically give the Commission the right to remove or cause to be remove said fencing, gates, gate posts cattle corral and/or other improvements without further liability. The cost of performing the above mentioned work has been included in the cash consideration set forth on page 1 of this option.

"IT IS HEREBY FURTHER UNDERSTOOD AND AGREED THAT THE COMMISSION WILL DO THE FOLLOWING:-
(1) At stations 139+80 left; 153+00 left; 153+20 right; 159+75 left; 172+84 right and left; 196+40 left, 231+60 left and 240+80 left will grade, surface and adequately drain entrances as indicated on the plans for this project.
(2) In the vicinity of sta. 187+ on the left will construct a field entrance in accordance with the specifications for entrances on this project.
(3) At station 153+00 left the main entrance to the owner's dwelling, may, in the discretion of the engineer, be constructed with more pronounced flares than indicated on the plans and be stabilized through the area of the right of way herein granted.
(4) At stations 128+00 left and 157+00 left the engineer shall at his discretion, so modify the outlet ditches from the proposed structures indicated on the plans at these locations, in such manner as to eliminate insofar as is possible the ponding of the discharged water on and flooding of the abutting property of the Grantors.
(5) All trees affected by the present proposed construction shall be cut into timber post and/or cordwood lengths as the size of the tree allows and the owner request; all to be neatly piled on the abutting property of the Grantor."

Very truly yours,

LeRoy C. Moser
Right of Way Engineer

SWB:mmk
cc:- Mr. Puderbaugh
Mr. E. G. Duncan

"Petitioner's EXHIBIT B"

Examiner's Exhibit No. 2
Shepherd vs Shepherd
No. 10,559 Equity

Re-filed 17 Aug., 1953. Filed 25 Aug., 1952.

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16911 LIBER 84 PAGE 422

T. Stanford Shephard + daughter

WHEREAS, the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, finds it necessary to acquire land, easements, and/or rights, etc. shown and/or indicated on State Roads Commission of Maryland's Plats Numbers-

7546 and 7547

which are duly recorded, or intended to be recorded, among the Land Records of Anne Arundel County in the State of Maryland, in order to lay out, open, establish, construct, extend, widen, straighten, grade and improve, etc. under its Contract AA-401-3-315 and/or improve in any manner a highway and/or bridge, together with the appurtenances thereto belonging, known as the Md. Rte. #2 - Mt. Zion to Stewart's Corner, as a part of the Maryland State Roads System and, thereafter use, maintain and/or further improve said highway and/or bridge, and

WHEREAS, the laying out of said highway and/or bridge, and their appurtenances, in addition to being required for public convenience, necessity and safety, is a material benefit to the undersigned.

NOW, THEREFORE, THIS DEED AND RELEASE WITNESSETH:- That for and in consideration of the above premises, One Dollar ($1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, we do hereby grant and convey unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, forever in fee simple, all our right, title and interest, free and clear of all liens and encumbrances, in and to all the land, together with the appurtenances thereto belonging, or in anywise appertaining, lying between the lines designated "right of way line" as shown and/or indicated on the aforesaid plats, all of which plats are made a part hereof, so far as our property and/or our rights may be affected by the said proposed highway and/or bridge and the appurtenances thereto belonging, or in anywise appertaining; and, we, for ourselves, our heirs and assigns, do further release the State of Maryland and the State Roads Commission of Maryland, their members, officers, agents and employees, from any and all claims or demands, both present and future, for any damages and/or injuries whatsoever caused directly or indirectly by the taking, and use, or improvement etc. of the land, easements and/or rights etc. for a public highway and/or bridge and their necessary appurtenances, including the creation or extension of slopes, embankments or excavations in connection therewith or any other matters or things, arising out of or caused by the laying out, opening, establishing, constructing, extending, widening, straightening, grading, improving, further improving, use and maintenance, etc. of the said State Highway and/or bridge and their necessary appurtenances within the area of the land, easements and/or rights, etc. hereby granted, together with any change of grade therein, or drainage therefrom.

Filed 23 Aug., 1952.

AND the grantors do further grant to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown hatched thus ////// on the above mentioned plats, such drainage structures, stream changes and facilities as are necessary in the opinion of the State Roads Commission to adequately drain the highway and/or adjacent property and such slopes as are necessary to retain the said highway and/or adjacent property, it being understood between the parties hereto, however, that at such time as the contour of the land over which this easement is granted is changed so that the easement required for slopes is no longer necessary to support or protect the property conveyed in fee simple, then said easement for slopes shall cease to be effective.

AND the grantors do further grant to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on the land shown cross-hatched thus XXXXXX on the above mentioned plats, such stream changes and facilities as are necessary in the opinion of the State Roads Commission to care for whatever drainage structures which may be determined necessary by the State Roads Commission for the above mentioned project.

AND the grantors do further grant unto the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the right to create, use and maintain on or across the adjacent land of the grantors such waterways and/or inlets and outlets as are necessary in the opinion of the State Roads Commission for the drainage structures indicated in the legend shown in the left hand corner of the above mentioned plats.

AND the grantors do further grant to the State of Maryland, to the use of the State Roads Commission of Maryland, its successors and assigns, the perpetual right to erect and maintain between October 1st. and April 1st. of each and every year, snow fences, within 100 feet of the land hereby granted in fee simple, provided that said snow fences shall not interfere with the construction and use of buildings now erected or hereafter erected, or with growing crops.

"Petitioner's EXHIBIT C"

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AND the grantors covenant that they have neither done, nor suffered to be done, anything to encumber the property, easements and/or rights etc. hereby conveyed, and that they will execute such other and further assurances of same as may be requisite.

AND

join in this conveyance for the purpose of releasing the land, easements and/or rights herein conveyed from the operation and effect of any mortgage and/or lien which they hold upon the property of the grantors, retaining their rights as mortgagees and/or lienors in and to the remainder of the land not affected by this conveyance.

IN WITNESS WHEREOF we have hereunto set our hands and seals this day of in the year 19 .

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

WITNESS _____ _____ (SEAL)

STATE OF MARYLAND:

COUNTY OF

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

and acknowledged the aforegoing deed and release to be (his) (her) (their) respective act.

WITNESS MY HAND AND NOTARIAL SEAL this day of 19 .

Notary Public

Notarial Seal My Commission expires

STATE OF MARYLAND:

COUNTY OF

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

and acknowledged the aforegoing deed and release to be (his) (her) (their) respective act.

WITNESS BY HAND AND NOTARIAL SEAL this day of 19 .

Notary Public

Notarial Seal My Commission expires

STATE OF MARYLAND:

COUNTY OF

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

and acknowledged the aforegoing deed and release to be (his) (her) (their) respective act.

WITNESS MY HAND AND NOTARIAL SEAL this day of 19 .

Notary Public

Notarial Seal My Commission expires

STATE OF MARYLAND:

COUNTY OF

Before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared , who acknowledged himself to be the of

a corporation, and that he, as such being authorized so to do, executed the foregoing deed and release, by signing the name of said corporation, by himself as

WITNESS MY HAND AND NOTARIAL SEAL this day of 19 .

Notary Public

Notarial Seal My Commission expires

~~IN THE MATTER OF~~ T. STANFORTH SHEPHERD ~~THE NAME OF THE~~ VS. ~~FIRST NAME OF~~ ELIZABETH S. SHEPHERD, infant	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,559 Equity

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of T. Stanforth Shepherd, father and next friend of Elizabeth S. Shepherd, infant, respectfully represents:

1. That Elizabeth S. Shepherd, infant, has been duly returned summoned, but being an infant she cannot answer and defend this suit for herself.

WHEREFORE, your petitioner prays this Honorable Court to appoint a guardian ad litem to appear and answer for said infant.

AND, as in duty bound, etc.

Filed 18 Sept., 1952

T. Stanforth Shepherd
T. Stanforth Shepherd, Petitioner

Matthew S. Evans
Matthew S. Evans,
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Petitioner

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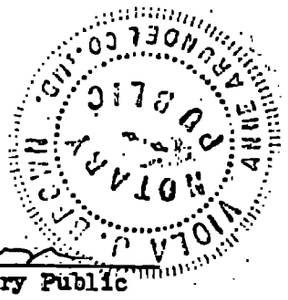
STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 17" day of September 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared T. STANFORTH SHEPHERD, father and next friend of Elizabeth S. Shepherd, infant, 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 and belief.

WITNESS my hand and Notarial Seal.



Viola J. Brown
Notary Public

ORDER

Filed 19 Sept., 1952.

Upon the foregoing Petition and Affidavit, it is this 19th day of September, 1952, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that George Crowley be, and he is hereby, appointed guardian ad litem for Elizabeth S. Shepherd, infant, in this proceeding.

Benjamin Michaelson
Judge

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IN THE MATTER OF	*	IN THE
THE SALE OF THE	*	CIRCUIT COURT
REAL ESTATE OF	*	FOR
ELIZABETH S. SHEPHERD, infant	*	ANNE ARUNDEL COUNTY No. 10,559 Equity

* * *

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Elizabeth S. Shepherd, infant, by George Crowley, her guardian ad litem, duly appointed by an Order of this Honorable Court, to the Petition of T. Stanforth Shepherd, father and next friend, against her in this Honorable Court exhibited.

Elizabeth S. Shepherd, being an infant, can neither admit nor deny any of the matters and things in said Petition alleged, and she submits her rights thereunder to the protection of this Honorable Court.

AND, as in duty bound, etc.

Filed 23 Sept., 1952.

George J. Crowley

Guardian ad litem

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T. STANFORTH SHEPHERD,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
ELIZABETH S. SHEPHERD, infant,	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	No. 10,559 Equity

::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

July 23, 1953

Filed 17 Aug., 1953

Present:

Mr. Matthew S. Evans, Solicitor for Plaintiff.

Mr. George J. Crowley, Guardian Ad Litem.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

T. Stanforth Shepherd, pages 2, 3.

William H. M. Smith, pages 3, 4, 5.

Fred E. Voges, pages 5, 6.

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T. Stanforth Shepherd, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. State your name.

A. T. Stanforth Shepherd.

2. Did you file this bill of complaint in these proceedings?

A. Yes.

3. Are you married?

A. Yes.

4. To whom?

A. Elizabeth F. Shepherd.

5. As a result of that marriage, did you have any children?

A. One daughter born February 16, 1934.

6. What is her name?

A. Elizabeth S. Shepherd.

7. Is she the defendant in this case?

A. Yes.

8. Do you live on a farm near Harwood in the First Election District of Anne Arundel County?

A. Yes.

9. What is the size of that farm?

A. 153 acres.

10. In whose name is that farm?

A. In my name and my daughter's.

11. As joint tenants?

A. Yes.

12. I show you a deed filed in this case as Petitioner's Ex. A dated 6 May 1948 from Clemence C. Burwell, et al. to T. Stanforth Shepherd and Elizabeth S. Shepherd, his daughter, and ask you if that is a copy of the deed for the farm property?

A. Yes it is. (CERTIFIED COPY OF SAID DEED MARKED EXAMINER'S EX. 1)

13. Did you enter into an agreement with the State Roads Commission of Maryland for the sale of part of this property for the purpose of widening Maryland Route #2?

15

A. Yes.

15. On 25 January 1952, did you give the State Roads Commission an option to purchase?

A. Yes.

16. At what price?

A. $650.00.

17. I show you a paper attached to the bill of complaint, marked Petitioner's Ex. B and ask you to identify that?

A. This is a copy of the acceptance of the option received from the State Roads Commission 19 February 1952.

a (ACCEPTANCE OF OPTION MARKED EXAMINER'S EX. 2)

18. Do you feel that $650.00 is a fair and reasonable price for the acre of land you have agreed to sell the State Roads Commission of Maryland?

A. Yes.

19. Do you think the construction of this road along the front of your farm has improved the remaining amount of land you have left there?

A. Yes.

20. Do you feel it is for the best interest of your daughter that this sale be ratified and confirmed by the Court?

A. Yes.

(Mr. Cunningham)

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

T. Stanforth Shepherd

T. Stanforth Shepherd

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

(Mr. Evans)

1. State your name and address.

A. William H. M. Smith, 11 School Street, Annapolis.

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2. What business are you in?

A. Realtor and Insurance Agent.

3. How long have you been in the real estate business?

A. Since 1939.

4. In what areas do you cover in your real estate business?

A. Anne Arundel County and two or three surrounding counties.

5. Have you done appraisal work before?

A. Yes.

6. Have you testified in Court actions?

A. Yes.

7. In this Court?

A. Yes.

8. Are you familiar with the farm owned by Mr. T. Stanforth Shepherd and Elizabeth S. Shepherd, his daughter?

A. I am.

9. Are you familiar with that general area?

A. Yes.

10. Did you visit this farm recently?

A. Yes.

11. You heard Mr. Shepherd testify that he is selling one acre of land to the State Roads Commission of Maryland for the purpose of widening Route#2?

A. Yes.

12. In your opinion, is that a fair and reasonable price for the property described in the option?

A. Yes it is.

13. Why do you say that?

A. The price is well within the acreage values within that territory; besides that he is not suffering any impairment to his remaining acreage.

14. Do you feel that it is to the best interest and welfare of the defendant, Elizabeth S. Shepherd that this sale be ratified and confirmed by the Court?

A. I do.

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15. For the same reason you have just stated?

A. I do.

(Mr. Cunningham)

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

William H. M. Smith

William H. M. Smith

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

(Mr. Evans)

1. State your name and address.

A. Fred E. Voges, 221 Main St., Annapolis.

2. What is your profession?

A. Realtor and Insurance Agent.

3. How long have you been in that business?

A. Twenty years.

4. Have you had occasion to appraise real estate in Anne Arundel County?

A. I have.

5. Are you familiar with the farm which Mr. Shepherd and his daughter own?

A. I am.

6. Where is it located?

A. At Harwood in the First Election District of Anne Arundel County.

7. Have you had occasion to visit this property?

A. I visited the property within the last month.

8. You have heard the testimony that the State Roads Commission of Maryland is purchasing one acre of Mr. Shepherd's land for the purpose of widening Maryland Route #2?

A. Yes.

9. I hand you this Option Agreement marked Examiner's Ex. 2; is that the land described in that option?

A. Yes it is.

10. The State Roads Commission has accepted this option to purchase this acre of land for $650.00; do you feel that is a fair and reasonable price for this land?

A. I do!

11. Why?

A. The price is very fair for similar farm land in that section. The acre taken consists of small, narrow strips along the farm, and I think it improves the property far more than it depreciates it.

(Mr. Cunningham)

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 Plaintiff at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of Plaintiff's Solicitor is returned to the Court.

Witness my hand and seal this 17th day of August, 1953.

Thomas H. Cunningham (SEAL)
Examiner

C.W.C. $10.00
K.H.McC. $6.00

T. STANFORTH SHEPPERD	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ELIZABETH S. SHEPHERD	*	No. 10,559 Equity

** * **

SUBMISSION FOR DECREE

Filed 2 Sept., 1953.

Mr. Clerk:

This cause is submitted for decree.

Matthew S. Evans

Matthew S. Evans
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Plaintiff

2.

LIBER 84 PAGE 436

T. STANFORTH SHEPHERD	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
ELIZABETH S. SHEPHERD	*	No. 10,559 Equity

** * **

DECREE

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

It is thereupon, this 2d day of September, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

Filed 2 Sept., 1953.

1. That the parcel of land lying and situate in the First Election District of Anne Arundel County, Maryland, on Maryland Route #2, of which T. Stanforth Shepherd and Elizabeth S. Shepherd, his infant daughter, are joint owners, and which is particularly described in the plaintiff's "Exhibit C", be sold.

2. That the sale thereof made by T. Stanforth Shepherd on behalf of himself and his infant daughter, Elizabeth S. Shepherd, at and for the price of Six Hundred Fifty Dollars ($650.00) on the terms set forth in the acceptance of the option filed with the said Bill of Complaint marked plaintiff's "Exhibit B", be, and the same is hereby, adopted as the sale of this Court and finally ratified and confirmed.

3. That Matthew S. Evans be, and he is hereby, appointed Trustee to convey said property to the State of Maryland, to the use of

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the State Roads Commission of Maryland, upon the payment of said purchase price and the compliance by it with the terms of sale as set forth in said contract, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, or the Clerk thereof, in the penalty of One Thousand Dollars ($1000.00) conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then, upon the payment of the whole purchase price, and not before, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the State of Maryland, to the use of the State Roads Commission of Maryland, the property and estate to it sold, free, clear and discharged from all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them, and the said Trustee shall thereupon bring into this Court the proceeds of said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson
Judge

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Bond No. 632954

J. Md. Statutory.
Trustee's Bond.

LIBER 84 PAGE 438

No. 10,559 Equity.

Know all Men by these Presents,

THAT WE MATTHEW S. EVANS

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND ($1,000.00) - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this Sixteenth day of September in the year nineteen hundred and fifty-three.

WHEREAS, the above bounden MATTHEW S. EVANS by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, has been appointed trustee to sell the one (1) acre of land mentioned in the proceedings in the case of T. Stanforth Shepherd vs. Elizabeth S. Shepherd, No. 10,559 Equity,

~~mentioned in the proceedings in the case of~~

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden MATTHEW S. EVANS, Trustee

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

Signed, sealed, and delivered in presence of

Jean A. Liberty

Jean A. Liberty

Matthew S. Evans [SEAL]
Matthew S. Evans, Trustee

[SEAL]

GLENS FALLS INDEMNITY COMPANY

By Fred E Voges [SEAL]
Attorney

ORGANIZED 1927 SEAL OF THE GLENS FALLS INDEMNITY COMPANY GLENS FALLS, N.Y.

Form 8193—B—1-41

Approved this 18 Sept, 1953
John H. Hopkins,
Clerk

Filed, 18 Sept, 1953

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LIBER 84 PAGE 439.

In the Case of

T. Stanforth Shepherd

vs.

Elizabeth S. Shepherd,

Infant.

In the

Circuit Court

For

Anne Arundel County

No. 10,559 Equity

To the Honorable, the Judges of said Court:

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

Filed 3 Nov, 1953.

October 30, 1953

All of which is respectfully submitted.

Laura R. Dickerson

Auditor.

Dr. T. Stanforth Shepherd vs. Elizabeth S. Shepherd, infant in ac.

To Trustee for Commissions, viz:	41 55	41 55
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	31 50	
Jos. W. Alton, Jr. - Sheriff's costs	2 90	
Chipman W. Cunningham - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer's fee	6 00	
George J. Crowley - Guardian ad litem's fee	4 00	
Auditor - stating this account	9 00	73 40
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (acct)	6 00	
Glens Falls Indemnity Co. -bond premium	10 00	
Wm. H. M. Smith - appraisal and Testimony	50 00	
Fred E. Voges - appraisal and testimohy	50 00	116 00
Balance for distribution $651.30		
Distributed as follows, viz:		
To T. Stanforth Shepherd - one-half	325 65	
To Elizabeth S. Shepherd - one-half	325 65	651 30
		882 25

with Matthew S. Evans, Trustee Cr.

1953				
Sept.	2	Proceeds of Sale	651 00	651 00
		1953 State and County taxes - adjusted	30	30
		Costs and expenses of these proceedings paid by purchaser, as agreed	230 95	230 95
				882 25

Filed 18 Dec., 1953. Filed 3 Nov., 1953.

ORDER NISI

LIBER 84 PAGE 442

T. Stanforth Shepherd

VERSUS

Elizabeth S. Shepherd

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,559 Equity.

ORDERED, This 3 day of November, 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 14 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of December next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of December, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi and Aud. Acct. Eq. 10559

T. Stanforth Shepherd

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 December, 1953. The first insertion being made the 12th day of November, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 17 Dec., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,559 Equity
T. STANFORTH SHEPHERD
Vs.
ELIZABETH S. SHEPHERD, Infant.

Ordered, this 3rd day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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LIBER 84 PAGE 443

In the Matter of the Sale of	:	No. 10,744 Equity
the Mortgaged Real Estate of	:	In the Circuit Court for
Melvin G. McGinn and Frieda A.	:	Anne Arundel County
McGinn, his wife	:	

MORTGAGE FORECLOSURE

Mr. Clerk:

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

Filed 8 June, 1953

William W. Townshend, Jr., Assignee
Towns-Worth Building, South Street,
Annapolis, Maryland

LIBER 84 PAGE 444

LIBER 674 PAGE 532

No. 10,744 Equity

This Mortgage, made this 28th day of March,

in the year one thousand nine hundred and fifty-two, between Melvin G. McGinn and Frieda A. McGinn, his wife, of Anne Arundel County, , in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

Eighty-five hundred ($8500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of Eighty-five ($85.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 28th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto 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:

Beginning for the same at a point where the North 29 degrees 03 minutes West 1438 foot line of the conveyance from Richard P. Tayman to Melvin G. McGinn and Frieda, his wife, by deed dated January 16th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 398, folio 5; intersects the south side of the Tick Neck Road and running from thence and with the south side of Tick Neck Road, North 63 degrees 49 minutes East 213.58 feet to where the west side of the Old County Road intersects the south side of Tick Neck Road; thence with the west side of said old County Road, the center line of which was the east boundary of the above mentioned conveyance, South 38 degrees 46 minutes East 400 feet to a point; thence leaving said road and running at right angles, South 51 degrees 14 minutes West 278.42 feet to intersect the aforesaid North 29 degrees 03 minutes West 1438 foot line; thence with said line, as corrected for magnetic difference, North 29 degrees 54 minutes West 446.79 feet more or less, to the place of beginning.

BEING lots 1 to 8 inclusive on an unrecorded plat of Sub-division McGinn property on Tick Neck Road as surveyed October 14th, 1948 by J. R. McCrone, Jr.

Filed 8 June, 1953

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This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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

And the said Mortgagors, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

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

And the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732 inclusive of Chapter 628 of the Laws of Maryland, passed at the January session in the year 1898, or any amendments, additions or supplements thereto, or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by H. Melvin Bull its duly constituted Attorney or Agent, under Article 66, Sections 6 to 16, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

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

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

Third, the balance, if any, to the said Mortgagor, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot s of ground and to execute such other assurances thereof as may be requisite.

Witness the hand s and seal s of the said Mortgagor s.

WITNESS:

Alan H. Stocksdale

Alan H. Stocksdale

Melvin G. McGinn (SEAL)

Melvin G. McGinn

Frieda A. McGinn (SEAL)

Frieda A. McGinn

(SEAL)

LIBER 84 PAGE 447

LIBER 674 PAGE 535

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of March, in the year one thousand, nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Melvin G. McGinn and Frieda A. McGinn, his wife, the above named Mortgagor s satisfactorily proven to be the persons whose name s are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Robert C. Ward, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alan H. Stocksdale
Notary Public

Alan H. Stocksdale

My commission expires -May 4th, 1953.

Recorded- 8th April, 1952, at 9 A.M.

H. MELVIN BULL
Attorney at Law
2 E. Lexington Street
Baltimore 2, Md.

MORTGAGE

FROM

MELVIN G. McGINN and

FRIEDA A. McGINN, his wife.

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record April 8
19 52 at 9 o'clock A M.
Same day recorded in Liber J.H.H.
No. 674 folio 532 &c. one of the Land Records of Baltimore
and examined per
Clerk.
Cost of Record $ 7.35

Received for Record 8
of April 1952 at 3:30 P.M.
and the same day recorded in Liber
J.H.H. No. 674 Fol. 535, Land
Records of Anne Arundel County
Clerk Pd. 754

FOR VALUE RECEIVED, THE UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE ASSIGNS THE WITHIN MORTGAGE UNTO W. W. TOWNSHEND, ATTORNEY, FOR FORECLOSURE.

AS WITNESS THE HAND OF ROBERT C. WARD, PRESIDENT, AND CORPORATE SEAL, THIS 24th DAY OF APRIL, 1953.

UNITED FEDERAL SAVINGS & LOAN ASSN.

BY: Robert C. Ward-President

Witness
Pauline M. Bozman

WILLIAM W. TOWNSHEND, JR., ATTORNEY
TOWNS-WORTH BUILDING, SOUTH STREET,
ANNAPOLIS, MARYLAND

A S S I G N E E ' S S A L E

of

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to the United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, dated March 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 674, Folio 532, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

TUESDAY, JULY 7, 1953

at 11:00 o'clock A.M.

Filed 8 June, 1953.

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

BEGINNING for the same at a point where the North 29°03' West, 1438 ft. line of the conveyance from Richard P. Tayman to Melvin G. McGinn and Frieda, his wife, by deed dated January 16, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 398, Folio 5 intersects the south side of the Tick Neck Road and running from thence and with the south side of Tick Neck Road, North 63° 49' East, 213.58 ft. to where the west side of the Old County Road intersects the south side of Tick Neck Road; thence with the west side of said Old County Road, the center line of which was the east boundary of the above-mentioned conveyance, South 38° 46' East, 400 ft. to a point; thence leaving said road and running at right angles, South 51° 14' West, 278.42 ft. to intersect the aforesaid North 29° 03' West, 1438 ft. line; thence with said line, as corrected for magnetic difference, North 29° 54' West, 446.79 ft., more or less, to the place of beginning. This property has subsequently been subdivided into lots, plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 13, and is known as Lots Nos. 1 to 8, inclusive, the improvements being on Lot No. 7.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars($1,000.00) cash will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

FOR FURTHER PARTICULARS, APPLY TO:

William W. Townshend, Jr., Assignee
Towns-Worth Building
South Street, Annapolis, Md.

ROBERT CAMPBELL, AUCTIONEER

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IN THE MATTER OF SALE OF MORTGAGED REAL ESTATE OF MELVIN G. MCGINN AND FRIEDA A MCGINN, HIS WIFE	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10744

: : : : : : : : :

PETITION OF THE J. F. JOHNSON LUMBER COMPANY FOR MARSHALING OF ASSETS

TO The Honorable, The Judges of said Court:

The Petition of the J. F. Johnson Lumber Company, body corporate, respectfully shows:

1. That Melvin G. McGinn and Frieda A. McGinn, his wife, are seized and possessed in fee simple of lots 1 to 8 inclusive, Tichneck Road, Pasadena, Anne Arundel County, Maryland which said lots were acquired by them by a deed dated January 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 398, Folio 5 from Richard P. Tayman, single.

2. That the said Melvin G. McGinn and Frieda McGinn, his wife, by a mortgage dated March 28, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 674, Folio 532, etc., mortgaged the said eight lots of ground for a construction loan in the amount of $8500.00 on which mortgage there is due, including interest, the sum of $8694.40. That United Federal Savings and Loan Association is the Mortgagee.

3. That upon the request and order of the said Melvin G. McGinn and Frieda A. McGinn, his wife, your Petitioner furnished various articles of building materials to be used in and about the erection of a dwelling on lots 6 and 7, two of the lots of ground above mentioned, and there is now due and owing for said materials, the sum of $2266.34, with interest, of which sum only $500.00 has been paid Your Petitioner.

4. That on or about November 22, 1952, and within six months after the furnishing of said building materials, your Petitioner filed in the Clerk's Office in the Circuit Court ofor Anne Arundel County its claim for a lien for the sum of $2266.34, against the said dwelling and the ground upon which the same is erected and so much other ground immediately adjacent thereto and belonging in like manner to the owners thereof as

may be necessary for the ordinary and useful purposes of s aid dwelling and also against the said Melvin G. McGinn and Frieda A. McGinn, his wife, the owners thereof, in accordance with t he provisions of the law in such cases made and provided, said lien being duly recorded in Mechanic's Lien Docket No 10, Folio 235.

5. That your Petitioner has filed a Petition in this Honorable Court for s ale under said Mechanic's Lien, the said Petition being entitled The J. F. Johnson Lumber Company vs. Melvin G. McGinn and Frieda A. McGinn, his wife, Equity No. 10,745.

6. That United Federal Savings and Loan Association has assigned its mortgage to William W. Townshend, Jr., Esq. for the purposes of foreclosure and this procedding has been brought to foreclose said mortgage. That t he foreclosure sale is scheduled to take place on July 7, 1953 at 11 A. M.

7. That while the said mortgage was recorded before the Mechanic's Lien of your Petitioner, in equity and good conscience, your Petitioner, who has furnished the materials mentioned in this Petition for the dwelling on lots 6 and 7, is entitled to the protection of this Court either by way of injunction or subrogation.

Wherefore, Your Petitioner prays: -

(a) That United Federal and Savings and Loan Association and William W. Townshend, Jr., Esq., its assignee for t he purpose of foreclosure may be enjoined from selling lots 6 and 7 and the improvements thereon until lots 1, 2, 3, 4, 5, and 8 have first been s old to satisfy the mortgage mentioned in the Petition; or

(b) in the alternative, that lots 1 to 8 inclusive and the improvements on lots 6 and 7 be sold and Your Petitioner may be subrogated after payment of the mortgage and expenses of sal e to t he rights of t he said Mortgagee and its assignee for foreclosure in the lien of its mortgage against lots 1, 2, 3, 4, 5, and 8 in addition to their present rights under their Mechanic's Lien in lots 6 and 7.

(c) And for such other and further relief as the circumstances of this Petition may require.

And as in duty bound, etc.

James W. Blackhurst

James W. Blackhurst
1 Central Avenue, SW
Glen Burnie, Maryland

Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of June, 1953 before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Harold E. Slanker, Vice-Pres. of The J. F. Johnson Lumber Company, a body corporate and made oath in due form of law on behalf of said body corporate 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

ORDER

Upon the foregoing Petition it is this 17th day of June, 1953 by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that United Federal Savings and Loan Association and William W. Townshend, Assignee for purpose of foreclosure and the Mortgagors, Melvin G. McGinn and Frieda A. McGinn, his wife, show cause on or before the 30th day of June, 1953 why the relief prayed in the foregoing Petition should not be granted, provided a copy of the Petition and this Order be served on them on or before the 25th day of June, 1953.

Benjamin Michaelson
Judge

Filed 17 June, 1953

In the Matter of the Sale of	:	No. 10,744 Equity
the Mortgaged Real Estate of	:	In the Circuit Court for
Melvin G. McGinn and Frieda A.	:	Anne Arundel County
McGinn, his wife	:	

Filed 29 June, 1953

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to United Federal Savings and Loan Assn. of Glen Burnie, assigned to William W. Townshend, Jr., Assignee, dated March 28, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 674, Folio 532, with interest thereon as of June 30, 1953. . . . . $ 8,687.40

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of June, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, and made oath in due form of law that the above statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Alice C. Hudak

Alice C. Hudak, Notary Public

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LIBER 84 PAGE 453

In the Matter of the Sale of	:	No. 10,744 Equity
Mortgaged Real Estate of	:	In the Circuit Court for
Melvin G. McGinn and	:	Anne Arundel County
Frieda A. McGinn, his wife	:	

ANSWER

Filed 21 June, 1953

To the Honorable, the Judges of said Court:

Now comes the United Federal Savings and Loan Association of Glen Burnie, by William W. Townshend, Jr., respectfully states:

1. That the allegations contained in Paragraph 1 of the Bill of Complaint are admitted.

2. That the allegations contained in Paragraph 2 of the Bill of Complaint are admitted.

3. That the allegations contained in Paragraphs 3, 4, 5 and 7 of the Bill of Complaint are neither admitted nor denied.

4. That the allegations contained in Paragraph 6 of the Bill of Complaint are admitted.

Having answered the said Bill of Complaint as fully as it is advised is necessary, it prays to be dismissed with costs, and that its mortgage claim of $8,694.40 be allowed, plus interest and expenses of sale.

Respectfully submitted,

William W. Townshend, Jr.

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LIBER 84 PAGE 454
117892

Trustee's Bond

No. 10,744 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE William W. Townshend Jr., Picneck Road, Anne Arundel County, Maryland, - as principal, and New Amsterdam Casualty Company, - - - - - - - - - - a corporation of the State of New York - - - - - -, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of NINE THOUSAND AND 00/100 ($9,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 30th day of June in the year of our Lord one thousand nine hundred and fifty-three.

WHEREAS, the above bounden William W. Townshend Jr. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property West side of Old County Road intersected by South side of Picneck Road Anne Arundel County, Maryland, mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Melvin G. McGinn and Frieda McGinn, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN William W. Townshend Jr. do[es] and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Filed 7 July, 1953.

Signed, sealed and delivered in the presence of

Elleanor G. Owings [signature]

Witness as to Surety: M. S. Kraus [signature]
M.S. Kraus

William W. Townshend [signature] (SEAL)
William W. Townshend
(SEAL)
NEW AMSTERDAM CASUALTY COMPANY (SEAL)
By B. H. Nichols [signature] (SEAL)
R. H. Nichols Attorney-in-Fact

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the ....

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, June 30th, 1953

NEW AMSTERDAM CASUALTY COMPANY

[signature]
Assistant Secretary

Form 1-517 Md. 2m-1-53

By: ....
Vice President

ATTEST:

....
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

........................, 19......

Assistant Secretary

approved this 7 July, 1953
John H. Hopkins, 3rd, Clerk

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WILLIAM W. TOWNSHEND, JR.,
ATTORNEY
TOWNS-WORTH BU NG,
SOUTH STREET,
ANNAPOLIS, MARYLAND.

**ASSIGNEE'S SALE
OF VALUABLE
IMPROVED REAL ESTATE**

Under and by virtue of a power of sale contained in a mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to the United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, dated March 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 674, Folio 532, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell, at public auction on the premises on

**TUESDAY, JULY 7, 1953,
AT 11:00 O'CLOCK, A. M.**

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

BEGINNING for the same at a point where the North 20 degrees 30' West, 1438 ft. line of the conveyance from Richard P. Tayman to Melvin G. McGinn and Frieda, his wife, by deed dated January 10, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 398, Folio 5 intersects the south side of the Tick Neck Road and running from thence and with the south side of Tick Neck Road, North 63 degrees 40' East, 213.58 ft. to where the west side of the Old County Road intersects the south side of Tick Neck Road; thence with the west side of said Old County Road, the center line of which was the east boundary of the above-mentioned conveyance, South 38 degrees 46 400 ft. to a point; thence leaving said road and running at right angles, South 51 degrees 14' West, 278.42 ft. to intersect the aforesaid North 20 degrees 03' West, 1438 ft. line; thence with said line, as corrected for magnetic difference, North 20 degrees 54' West, 446.79 ft., more or less, to the place of beginning. This property has subsequently been subdivided into lots, plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 13, and is known as Lots Nos. 1to 8, inclusive, the improvements being on Lot No. 7.

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) cash will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjused to date of sale.

FOR FURTHER PARTICULARS, APPLY TO:

WILLIAM W. TOWNSHEND, JR.,
Assignee.

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

ROBERT CAMPBELL, Auctioneer.

jy-2

Filed 8 July, 1953

13

LIBER 84 PAGE 455 OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1953

We hereby certify, that the annexed

Assignee's Sale

Melvin G. McGinn

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1953. The first insertion being made the 11th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

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

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

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to the United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, dated March 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 674, folio 532, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Tuesday, July 7, 1953

AT 11 O'CLOCK, A.M.

Filed 8 July, 1953.

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

BEGINNING for the same at a point where the North 29° 30′ West 1438-ft. line of the conveyance from Richard P. Tayman to Melvin G. McGinn and Frieda, his wife, by deed dated January 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 398, folio 5, intersects the south side of the Tick Neck Road and running from thence and with the south side of Tick Neck Road, North 63° 49′ East 213.58 feet to where the west side of the Old County Road intersects the south side of Tick Neck Road; thence with the west side of said Old County Road, the center line of which was the east boundary of the above-mentioned converance, South 38° 46′ 400 feet to a point; thence leaving said road and running at right angles, South 51° 14′ West 278.42 feet to intersect the aforesaid North 20° 03′ West 1438-foot line; thence with said line, as corrected for magnetic difference, North 29° 54′ West 446.79 feet, more or less, to the place of beginning. This property has subsequently been sub-divided into lots, plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 13, and is known as Lots Nos. 1 to 8, inclusive, the improvements being on Lot No. 6

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) cash will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Assignee,
Towns-Worth Building,
South Street, Annapolis, Md.

This is to certify that I have this 7th day of July, 1953, sold the property described by said advertisement in the Third Election District of AnneArundel County, and more particularly described as Lots 1 to 8, inclusive, the improvements being on Lot No. 6 to

Lots 1-2-3-4-5-7-8 to Wm. G. Ricker + Helen E. Ricker his wife for $2875.00. To The Sunset Beach Development Co Lot #6 and Improvements for $8500.00.

being then and there the highest bidders for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
July 7, 1953

Filed 8 July 1953

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ROBERT CAMPBELL — Auctioneer

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

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to the United Federal Savings and Loan Association of Glen Burnie, Maryland, a body corporate, dated March 28, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 674, folio 532, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned Assignee will sell at public auction on the premises on

Tuesday, July 7, 1953

AT 11 O'CLOCK, A.M.

Filed 8 July, 1953.

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

BEGINNING for the same at a point where the North 29° 30′ West 1438-ft. line of the conveyance from Richard P. Tayman to Melvin G. McGinn and Frieda, his wife, by deed dated January 16, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 398, folio 5, intersects the south side of the Tick Neck Road and running from thence and with the south side of Tick Neck Road, North 63° 49′ East 213.58 feet to where the west side of the Old County Road intersects the south side of Tick Neck Road; thence with the west side of said Old County Road, the center line of which was the east boundary of the above-mentioned converance, South 38° 46′ 400 feet to a point; thence leaving said road and running at right angles, South 51° 14′ West 278.42 feet to intersect the aforesaid North 20° 03′ West 1438-foot line; thence with said line, as corrected for magnetic difference, North 29° 54′ West 446.79 feet, more or less, to the place of beginning. This property has subsequently been sub-divided into lots, plat of which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-4, Plat 13, and is known as Lots Nos. 1 to 8, inclusive, the improvements being on Lot No. 6

The above property is improved by a dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) cash will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Assignee,
Towns-Worth Building,
South Street, Annapolis, Md.

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LIBER 84 PAGE 459

Annapolis, Maryland

July 7, 1953

I hereby certify that I have this 7th day of July, 1953, purchased from William W. Townshend, Jr., Assignee named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described as follows: Lots 1-2-3-4-5-7-8

at and for the sum of $2875.00 Dollars and do hereby agree to comply with the terms of sale.

Wm. G. Packer
Helen E. Packer
Purchaser

July 7, 1953

I hereby certify that I have this 7th day of July, 1953, purchased from William W. Townshend, Jr., Assignee named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described as follows: Lot #6 And Improvement

at and for the sum of $3500.00 Dollars and do hereby agree to comply with the terms of sale.

The Sunset Beach Dev. Co.
By Theresa M. Humphrey
Purchaser

Filed 8 July, 1953.

July 7, 1953

I hereby certify that I have this 7th day of July, 1953, purchased from William W. Townshend, Jr., Assignee named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described as follows:

at and for the sum of _____ Dollars and do hereby agree to comply with the terms of sale.

_____
Purchaser

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In the Matter of the Sale of	:	No. 10,744 Equity
Mortgaged Real Estate of	:	In the Circuit Court for
Melvin G. McGinn and	:	Anne Arundel County
Frieda A. McGinn, his wife	:	

REPORT OF SALE

To the Honorable, the Judges of said Court.

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

That under and by virtue of a power of sale contained in a Mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife to United Federal Savings and Loan Association of Glen Burnie, dated March 28, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 674, Folio 532, the said William W. Townshend, Jr., Assignee in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided the property in said mortgage described at public auction, on the premises, on Tuesday, July 7, 1953, at 11 O'clock, A.M., and then and there sold the said property, as follows: Lots 1, 2, 3, 4, 5, 7 and 8 to William G. Ricker and Helen E. Ricker, his wife at and for the sum of Two thousand eight hundred and seventy-five dollars ($2,875.00); and Lot 6 and improvements to The Sunset Beach Development Company for Eight thousand five hundred dollars ($8,500.00), being at that figure the highest bidder therefor, said property being the following: Lots 1 to 8 inclusive, being shown on Plat of which is recorded among the Plat Records of Anne Arundel County in Cabinet 4, Rod G-4, Plat 13, and being more particularly described by metes and bounds, courses and distances in the above mentioned Mortgage.

Filed 8 July, 1953.

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And the said Assignee further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) cash will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted.

William W. Townshend, Jr., Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 7th day of July, 1953, before the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial seal.

Wilhelmina P. Hopkins, Notary Public

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LIBER 84 PAGE 462

ORDER NISI

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXXXX~~

Melvin G. McGinn and
Frieda A. McGinn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,744 Equity

Filed 8 July, 1953

Ordered, this 8 day of July, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of August next.

The report states that the amount of sales to be $ 11,375.00.

John H. Watkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXXXX~~

Melvin G. McGinn and
Frieda A. McGinn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 18 Aug., 1953

ORDERED BY THE COURT, This 18th day of August, 19 53, that the sale made and reported by the ~~Trustee~~ Assignee 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~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 463 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 7, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10744

Melvin G. McGinn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1953. The first insertion being made the 16th day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 10135

21

Filed 18 Aug., 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,744 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of MELVIN G. McGINN And FRIEDA A. McGINN, His Wife.

Ordered, this 8th day of July, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of August next.

The report states that the amount of sales to be $11,375.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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In the Matter of the Sale of	:	No. 10,744 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
Melvin G. McGinn and Frieda A.	:	for
McGinn, his wife	:	Anne Arundel County

AMENDED STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to United Federal Savings and Loan Assn. of Glen Burnie, assigned to William W. Townshend, Jr., Assignee, dated March 28, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 674, Folio 532, as of June 1, 1953	$ 8,625.60
Interest for June, 1953	41.95
Interest to July 7, 1953	12.59
Expense account debit	19.85
	$ 8,699.99

Filed 21 Sept, 1953.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of September, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, and made oath in due form of law that the above statement of Amended Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Alice C. Hudak

Alice C. Hudak, Notary Public

ZZ

In the Case of

In the Matter of the Sale
of
the Mortgaged Real Estate
of ~~XXX~~
Melvin G. McGinn
and
Freida A. McGinn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,744 Equity

To the Honorable, the Judges of said Court:

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

Filed 21 Sept. 1953.

September 21, 1953

All of which is respectfully submitted.

Laura K. Dahlman
Auditor.

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

Melvin G. McGinn and Frieda A. McGinn, his wife

To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	373	94	408	94
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	75		
Jos. W. Alton, Jr. - Sheriff's costs	5	80		
Auditor - stating this account	45	00		
			101	55
To Assignee for Expenses, viz:				
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	36	00		
Robert H. Campbell - auctioneer's fee	35	00		
Clerk of Court - recording assignment		75		
Clerk of Court - recording two releases	4	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	6	32		
Alice C. Hudak - notary fee		50		
Wilhelmina P. Hopkins - notary fee		50	170	61
To The J. F. Johnson Lumber Co. - in full for mechanics' lien claim on Lots 6 and 7 and improvements	1,828	59	1,828	59
To Unired Federal Savings & Loan Ass'n of Glen Burnie - in full for amended mortgage claim	8,699	99	8,699	99
To Howard M. Pumphrey, judgment creditor- in full for claim filed (#4480 Law), viz:				
Principal $337.50				
Interest from 6/11/53 to 7/7/53 1.46				
Court costs 17.25				
Total $356.21				
Cr: Payment on account 141.00	215	21	215	21
To The Home Development & Supply Co. - judgment creditor - this balance on account judgment claim filed (#4227 Law), viz:				
Principal $780.30				
Court costs 14.15				
794.45				
Cr: Payment on account 400.00				
balance due $394.45	76	63	76	63
Balance in hands of Assignee 76.63			11,501	52
Balance due $317.82				

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with William W. Townshend, Jr., Assignee Cr.

1953 July	7	Proceeds of sale of unimproved lots at Sunset Beach	2,875 00		
		Interest on deferred payment to 8/18/53	19 80	2,894	80
		Proceeds of Sale of Lot No. 6 and improvements	8,500 00		
		Interest on deferred payment - 55 days	69 85	8,569	85
		Refund 1953 State and County taxes on unimproved lots ($10.98-adj.)	5 01		
		Refund of 1953 State and County taxes On Lot 6 and improvements ($66.25-adjusted)	31 86	36	87
				11,501	52

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Filed 21 Sept., 1953.

Filed 27 Oct., 1953.

ORDER NISI LIBER 84 PAGE 468

In the Matter of the Sale of the Mortgaged Real Estate ~~TERMS~~ of Melvin G. McGinn and Freida A. McGinn, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,744 Equity.

ORDERED, This 21 day of September, 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 26 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 26 day of October next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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.

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Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Oct 26, 1953

We hereby certify, that the annexed

Order Nisi and Acct. Eq. 10744

Melvin G. McGinn.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of Oct. 1953. The first insertion being made the 24th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,744 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of MELVIN G. McGINN And FRIEDA A. McGINN, His Wife.

Ordered, this 21st day of September, 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 26th 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 26th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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Filed 27 Oct., 1953.

No. M. G. 10744

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IN THE MATTER OF THE SALE	:	NO. 10,766 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF SPENCER LEE MILLER and	:	FOR
LORRAINE V. MILLER, his wife	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

Please record the assignment attached to the original mortgage, docket this suit and file the original mortgage and statement of mortgage debt.

Albert J. Goodman, Assignee
156 South Street
Annapolis, Maryland

Filed 13 Feb. '53.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 84 PAGE 470

MORTGAGE FEE—COUNTY—84.

LIBER 424 PAGE 9

No. 10,766 Equity

PURCHASE MONEY.

This Mortgage, Made this 9th day of August,

in the year nineteen hundred and forty seven, by and between SPENCER LEE MILLER and LORRAINE V. MILLER, his wife

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and JAMES B. HEDRICK, JR. and MARY F. HEDRICK, his wife

Mortgagees, of the second part.

WHEREAS, by deed of even date herewith, and intended to be recorded immediately prior hereto, the said mortgagees did convey to the said mortgagors the property hereinafter described, and

WHEREAS, the full purchase price has not been paid and there still remains due and owing by the said mortgagors to the said mortgagees, the sum of Four Thousand ($4,000.00) Dollars, as evidenced by their joint and several promissory note of even date herewith, payable 11 years from the date hereof, with interest thereon at the rate of 5% per annum, payable in installments in the manner following:

By the payment of Forty ($40.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of September, 1947, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payments are to be applied by the mortgagees in the following manner, (1) to the payment of interest; (2) towards the payment of the aforesaid principal sum; with the privilege to the said mortgagors of making larger payments of any amount at any time, interest to abate proportionately from the date of anya and all such payments on the principal, and

Filed 10 July, 1953.

WHEREAS, it was a condition precedent to the conveyance aforesaid that these presents should be executed to insure the prompt and proper payment of the aforesaid balance due on account of the purchase price together with whatever interest may thereon accrue.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors Spencer Lee Miller and Lorraine V. Miller, his wife do grant and convey unto the said Mortgagees James B. Hedrick, Jr. and Mary F., his wife, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in First District of Anne Arundel County, aforesaid, and described as follows:

LOTS Numbers 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122 and 1123, WOODLAND BEACH, as shown on a plat entitled "Map of Woodland Beach, District No.1, Anne Arundel County, Maryland, Sheet No.1", filed among the Land Records of Anne Arundel County in Liber F.S.R. No.3, folio 20; and also recorded among the Plat Records of said County in Cabinet No.1, Rod Y, Plat No.6. Together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises as designated and delineated on the said plats.

BEING the same property conveyed to said mortgagors by said mortgagees by deed of even date herewith.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, water, privileges, appurtenances and advantages, thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the said James B. Hedrick, Jr. and Mary F. Hedrick, his wife** - - - - - - - - - - - - - - - **their** heirs and assigns, forever.

PROVIDED, that if the said **Spencer Lee Miller and Lorraine V. Miller, his wife,** - **their** heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of **Four Thousand ($4,000.00)** - - - - - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the **said Spencer Lee Miller and Lorraine V. Miller, his wife, Mortgagors** - - - - - - shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

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gage debt and interest, the said Spencer Lee Miller and Lorraine V. Miller, his wife, 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 James B. Hedrick, Jr and Mary F. Hedrick, his wife

- - - - - - - - - - - - - - - - - their 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 Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of - -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 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 heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor 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, personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Spencer Lee Miller and Lorraine V. Miller, his wife, for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand ($4,000.00) - - - - - - - - - - - - - - - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees their heirs, personal representatives and assigns.

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

TEST:

Winson G. Gott, Jr.

Spencer Lee Miller (SEAL)
Spencer Lee Miller

Lorraine V. Miller (SEAL)
Lorraine V. Miller

(SEAL)

(SEAL)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this - - - 9th - - - - - - day of - - August - - - - in the year nineteen hundred and forty-seven before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Spencer Lee Miller and Lorraine V. Miller, 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 James B. Hedrick, Jr., one of the Mortgagees - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Winson G. Gott, Jr.
Winson G. Gott, Jr. *Notary Public.*

(NOTARY PUBLIC — ANNE ARUNDEL CO. — WINSON G. GOTT, JR.)

Recorded August 11th. 1947 at 2:30 P.M.

MORTGAGE

FROM

SPENCER LEE MILLER and

LORRAINE V. MILLER, his wife

TO

JAMES B. HEDRICK, JR. and

MARY F. HEDRICK, his wife

BLOCK NO.

Received for Record Aug. 11th 1947 at 2:30 o'clock P. M. Same day recorded in Liber JHH No. 424 Folio 12 &c., one of the Land Records of A.A. Co. examined per [illegible] Clerk.

Cost of Record, $2.50

[illegible] Received for Record ... July 1953 ... JHH ... [illegible]

June 30, 1953

We hereby assign the within mortgage to Albert J. Goodman for the purpose of foreclosure only.

As witness our hands and seals the day and date first above written.

WITNESS:

Donna E. Lape
Donna E. Lape

James B. Hedrick, Jr. SEAL
James B. Hedrick, Jr.

Mary F. Hedrick SEAL
Mary F. Hedrick

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IN THE MATTER OF THE SALE	:	NO. 10,766 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF SPENCER LEE MILLER and	:	FOR
LORRAINE V. MILLER, his wife	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of James B. Hedrick, Jr., and Mary F. Hedrick, his wife, under the mortgage from Spencer Lee Miller and Lorraine V. Miller, his wife, dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 9:

Principal debt as of April 1, 1953	$2,214.39
Interest @ 5% 4/1/53 to 8/4/53	37.83
	$2,252.22

STATE OF MARYLAND, MONTGOMERY COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JAMES B. HEDRICK, Jr., and MARY F. HEDRICK, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

J. B. Hedrick, Jr.

Notary Public

my commission expires

Filed 10 July 1953

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Maryland Form Bond—
Sale of Real Estate

LIBER 84 PAGE 475

No. 10,766 Equity

Glens Falls

INDEMNITY COMPANY. — GLENS FALLS, NEW YORK

Know All Men by these Presents:

THAT WE Albert J. Goodman

as Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 3rd day of July, nineteen hundred and fifty-three.

Filed 10 July 1953

Whereas, by virtue of a power of sale contained in a mortgage from Spencer Lee Miller and Lorraine V. Miller, his wife to James B. Hedrick, Jr., and Mary F. Hedrick, his wife bearing date on or about the 9th day of August, nineteen hundred and fifty-three, the said Albert J. Goodman is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Albert J. Goodman by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such. That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness as to both
Donna E. Lape

Albert J. Goodman (SEAL)

(SEAL)

GLENS FALLS INDEMNITY COMPANY

L. E. King, Attorney

Approved this 10 July, 1953
John H. Hopkins, 3rd, Clerk

FORM 8162—A—8-38

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

Assignee's Sale

— OF VALUABLE —

Improved Real Estate

LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Spencer Lee Miller and Lorraine V. Miller, his wife, dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 424, folio 9, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the Courthouse Door in the City of Annapolis, Maryland, on

Tuesday, August 4th, 1953

AT 11 O'CLOCK, A.M.

Filed 4 Aug. 1953

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

BEING Lots Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122 and 1123, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled, "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, formerly recorded in Liber F. S. R. No. 3, folio 20.

BEING the same property which was conveyed to the said Spencer Lee Miller and wife by James B. Hedrick, Jr., and wife by deed dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 424, folio 7.

This property is improved by a one-story, frame bungalow containing two bedrooms, kitchen, living room, breakfast nook, bath, screened front porch and excavated basement and double car garage.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Assignee,
156 South Street,
Annapolis, Maryland.

IN THE MATTER OF THE SALE	:	NO. 10,766 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF SPENCER LEE MILLER and	:	FOR
LORRAINE V. MILLER, his wife	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that ~~I~~ (we) have purchased at public auction from Albert J. Goodman, Assignee, the property described in the advertisement attached hereto for the sum of TWO THOUSAND SIX HUNDRED FIFTY DOLLARS ($ 2,650.00); and ~~I~~ (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~my~~ (our) hand(s) and seal(s) this 4th day of August, 1953.

WITNESS:

Grace R. Hartge as to Victor L. Bennett (SEAL)
Grace R. Hartge — Victor L. Bennett

Grace R. Hartge as to Etta J. Bennett (SEAL)
Grace R. Hartge — Etta J. Bennett

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Assignee, the property described in the advertisement attached hereto to Victor L. Bennett and Etta J. Bennett, his wife, at and for the sum of TWO THOUSAND SIX HUNDRED FIFTYDOLLARS ($2,650.00), ~~he~~ (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 4th day of August, 1953.

WITNESS:

Grace R. Hartge — Grace R. Hartge

George W. Scible, Auctioneer (SEAL)

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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IN THE MATTER OF THE SALE	:	NO. 10,766 EQUITY
OF THE MORTGAGED REAL ESTATE		IN THE CIRCUIT COURT
OF SPENCER LEE MILLER and	:	FOR
LORRAINE V. MILLER, his wife	:	ANNE ARUNDEL COUNTY

:::::::

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in "The Evening Capital," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, August 4, 1953, at 11 a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

> All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, Maryland, and described as follows:
>
> Being Lots Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122 and 1123, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled, "Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, formerly recorded in Liber F.S.R. No. 3, folio 20.
>
> Being the same property which was conveyed to the said Spencer Lee Miller and wife by James B. Hedrick, Jr., and wife by deed dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 7.

Said property being sold to Victor L. Bennett and Etta J. Bennett, his wife, at and for the sum of TWO THOUSAND SIX HUNDRED FIFTY DOLLARS ($2,650.00), they

Filed: Aug. 1953.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman, Assignee
156 South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 84 PAGE 480

ORDER NISI

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

~~XXXXXXXX~~

SPENCER LEE MILLER and LORRAINE V. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,766 Equity

Filed 4 Aug., 1953.

Ordered, this 4 day of August, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Assignee, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of September next.

The report states that the amount of sales to be $ 2,650.00.

John H. Watkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXXXX~~

SPENCER LEE MILLER and LORRAINE V. MILLER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 8 Sept., 1953.

ORDERED BY THE COURT, This 8th day of September, 19 53, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

12

ALBERT J. GOODMAN
156 South [illegible] t,
Annapolis, M[illegible] nd.

ASSIGNEE'S SALE OF VALUABLE IMPROVED REAL ESTATE LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Spencer Lee Miller and Lorraine V. Miller, his wife, dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 424, folio 9, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, AUGUST 4, 1953,
AT 11 O'CLOCK, A. M.

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

Being Lots Nos. 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122 and 1123, together with the right, title and interest of the mortgegors, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining said premises as designated and delineated on the plat entitled, "Map of Woodland Beech, District Number One, Anne Arundel County, Maryland," Sheet No. 1, and filed among the Plat Recorde of Anne Arundel County in Cabinet 1, Rod Y, Plet 6, formerly recorded in Liber F. S. R. No. 3, folio 20.

Being the same property which was conveyed to the said Spencer Lee Miller and wife by James B. Hedrick, Jr., and wife by deed dated August 9, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 424, folio 7.

This property is improved by a one-story, frame bungalow containing two bedrooms, kitchen, living room, breakfast nook, bath, screened front porch and excaveted basement and double car garage.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale, to date of settlement, taxes insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
ALBERT J. GOODMAN,
Assignee,
156 South Street,
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

a-1

Filed 6 Aug., 1953

LIBER 84 PAGE 481 OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1953

We hereby certify, that the annexed

Assignees Sale

Spencer Lee Miller

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of August, 1953. The first insertion being made the 11th day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 84 PAGE 482 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 4, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10766

Spencer Lee Miller

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of September, 1953. The first insertion being made the 6th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. E. C. 11235

14

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,766 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SPENCER LEE MILLER and LORRAINE V. MILLER, his wife

Ordered, this 4 day of August, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of September next.

The report states that the amount of sales to be $2,650.00.

JOHN H. HOPKINS, 3rd Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

a-27

Filed 4 Sept. 1953

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~W~~
Spencer Lee Miller
and
Lorraine V. Miller, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,766 Equity

To the Honorable, the Judges of said Court:

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

Filed 17 Sept. 1953.

September 17, 1953

All of which is respectfully submitted.

Laura K. Jenkins
Auditor.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of Spencer Lee Miller and Lorraine V. Miller, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	111	60	161	60
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	89		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Indemnity Co. - bondpremium	12	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Grace R. Hartge - notary fees	1	00	97	63
To Assignee for Taxes, viz:				
1953 State and County taxes ($39.60 - adjusted to 8/4/53)	23	54	23	54
To James B. Hedrick, Jr., and Mary F. Hedrick, his wife, mortgagees - in full for mortgage claim	2,252	22	2,252	22
To Spencer Lee Miller and Lorraine V. Miller, his wife, mortgagors - this balance	91	16	91	16
			2,663	90

16

with Albert J. Goodman, Assignee Cr.

1953				
August	4	Proceeds of Sale	2,650 00	
		Interest on deferred payment to 9/8/53	13 90	2,663 90
				2,663 90

Filed 17 Sept., 1953.

ORDER NISI LIBER 84 PAGE 486

In the Matter of the Sale of the Mortgaged Real Estate of VERSUS Spencer Lee Miller and Lorraine V. Miller, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,766 Equity.

ORDERED, This 17 day of September, 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 22 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 22 day of October next.

John H. Hopkins, 3rd, Clerk

Filed 23 Oct., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d 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.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF SPENCER LEE MILLER and LORRAINE V. MILLER, his wife

OFFICE OF

Evening Capital

NO. 10,766 EQUITY

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. 10,766 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of SPENCER LEE MILLER And LORRAINE V. MILLER, His Wife.
Ordered, this 17th day of September 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 22nd 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 22nd day of October next.
JOHN H. HOPKINS, 3rd. ,Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
e-5

Filed 22 Oct., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 22, 1953

We hereby certify, that the annexed

Order Nisi - And. Aus. Eq 10766

Spencer Lee Miller

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of October, 1953. The first insertion being made the 21 25 day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C. 10493

19

JBRC:U
2-14-50
1 - 8

LIBER 84 PAGE 487

EUGENE C. MARLIN, Plaintiff

vs.

CLAUDE J. PREWETT and MARY E. PREWETT, his wife, Truxton Heights, Annapolis

DORIS L. PREWETT, also known as Doris Loree Prewett, Truxton Heights, Annapolis

MERCER B. PREWETT and CHARLES P. PREWETT, Truxton Heights, Annapolis

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

9926 Equity

Apt. M-2
St James Terrace
Newport News, Va.

Filed April 11, 1950

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Eugene C. Marlin against Claude J. Prewett, Mary E. Prewett, Doris L. Prewett (also known as Doris Loree Prewett), Mercer B. Prewett and Charles P. Prewett, respectfully shows unto your Honor as follows:

1. The Plaintiff files this Bill on behalf of himself and all other creditors of Claude J. Prewett and Mary E. Prewett, his wife, Defendants herein, who may desire to come into this case and be made parties hereto. All the Defendants are residents of Anne Arundel County, State of Maryland.

2. The Plaintiff is the holder of a confessed judgment note signed by said Claude J. Prewett and Mary E. Prewett, payable to the order of the Plaintiff. A photostatic copy of the note is filed herewith marked "Plaintiff's Exhibit No. 1".

3. After the maturity date of said note, the Plaintiff obtained a judgment on the note against the said Claude J. Prewett and Mary E. Prewett in the Circuit Court for Anne Arundel

County on February 9, 1948. The said Defendants filed pleas to the judgment and, upon trial by jury, a judgment was granted to the Defendants. Upon petition a new trial was granted, and the case was removed to the Circuit Court for Howard County. On April 12, 1949, the Circuit Court for Howard County granted a judgment for this Plaintiff for $1,058.89 with interest from April 12, 1949, attorney's fee of $105.89 and costs. A certified copy of said judgment and docket entries are filed herein marked "Plaintiff's Exhibit No. 2 and 3", and prayed to be taken as a part hereof.

4. The said Defendants, Claude J. Prewett and Mary E. Prewett, were for some years the owners of valuable real estate located in and known as Lots Nos. 219, 220, 221 and 222 Truxton Heights, Anne Arundel County; and on or about July 14, 1948, the said Claude J. Prewett and Mary E. Prewett transferred all their right, title and interest in said lots to their daughter, Doris L. Prewett by means of a conveyance executed and recorded in the Land Records of Anne Arundel County, in Liber No. J.H.H. 479, folio 154, a certified copy of said conveyance being filed herewith marked "Plaintiff's Exhibit No. 4", and prayed to be taken as a part hereof; and your Complainant believes and therefore avers that the said transfer was made without fair consideration and was made for the purpose and with the intent of defrauding, hindering and delaying the Plaintiff and other creditors.

5. In furtherance of the fraudulent plans hereinbefore mentioned, the said Defendants, Claude J. Prewett and Mary E. Prewett, determined to divest themselves of all property standing in their names by the following transfers and conveyances, each and all of which the Plaintiff alleges are without consideration and not bona fide conveyances, but are conveyances made

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to members of the immediate family of the said Defendants for the purpose of defrauding, hindering and delaying the Plaintiff and other creditors:

(a) Claude J. Prewett on December 15, 1947, transferred all his right, title and interest in an airplane to his sons Mercer B. Prewett and Charles P. Prewett for a consideration of $1.00, certification and photostatic copy of Bill of Sale being attached hereto and marked "Plaintiff's Exhibit No. 5", and is prayed to be taken as a part hereof.

(b) Claude J. Prewett on December 17, 1947, transferred allright, title and interest in his Ford automobile to his daughter, Doris Loree Prewett; certification and photostatic copy of assignment of title being attached hereto marked "Plaintiff's Exhibit No. 6", and prayed to be taken as a part hereof.

(c) Claude J. Prewett and Mary E. Prewett have transferred their bank account in County Trust Company at Annapolis to their daughter, Doris L. Prewett.

6. In June 1949 a writ of execution on the judgment was issued by the Plaintiff herein, directing the Sheriff of Anne Arundel County to seize all property and chattels belonging to Claude J. Prewett and Mary E. Prewett, with particular reference to all property and chattels located at the "Prewett Body Works", on Route 50, west of Annapolis; thereafter the Sheriff of Anne Arundel County returned the said writ "Nulla Bona".

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7. The Defendants, Claude J. Prewett and Mary E. Prewett, have for some time prior hereto been in failing circumstances and as a result of having divested themselves of all of their assets are now insolvent and unable to pay their debts as they mature; and the said Defendants have declared their inability to pay their debts.

WHEREFORE, the Plaintiff prays -

(a) That each and all of the deeds and transfers heretofore mentioned may be declared fraudulent, null and void and set aside.

(b) That a preliminary and also a permanent injunction be issued by this Court against the said Claude J. Prewett and Mary E. Prewett, enjoining them from transferring or assigning any other property belonging to them or standing in their individual or joint names.

(c) That a receiver or receivers be appointed to take charge and possession of any and all property of every kind and description, real or personal, now standing in the joint or individual names of the said Claude J. Prewett and Mary E. Prewett, and that the said receiver hold and administer said property under the jurisdiction of this Court, and that the said receiver also take charge and possession of all of the properties, chattels and deposits or accounts hereinbefore mentioned and administer the same under the jurisdiction of this Court.

(d) That all the properties hereinbefore mentioned and all other properties which may come into the hands of the receiver to be appointed hereunder may be sold or collected under the orders of this Court by the receiver and the proceeds applied to the payments of the debts of the said Claude J. Prewett and

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Mary E. Prewett in accordance with the practice of a Court of Equity in dealing with insolvent estates.

(e) That the Defendants, Doris L. Prewett (also known as Doris Loree Prewett), Mercer B. Prewett and Charles P. Prewett, be likewise enjoined by a temporary injunction from transferring or disposing of the properties hereinbefore mentioned and heretofore transferred to them respectively.

(f) And for such other and further relief as the Plaintiff's case may require.

May it please Your Honor to grant unto the Plaintiff the writ of subpoena directed to the Defendants and each of them, requiring them to be and appear in this Court on some certain date to be named therein, to answer the premises and abide by such decree as may be passed herein.

AND as in duty bound, etc.

J. B. Randol Carroll
J. B. Randol Carroll
1904 First National Bank Building

Eugene C. Marlin,
Complainant

John G. Rouse, Jr.
Annapolis, Maryland

Solicitors for the Plaintiff

STATE OF VIRGINIA)
COUNTY OF Warwick) SS :

I HEREBY CERTIFY that on this 7 day of ~~Febru-~~ March ~~ary~~, in the year 1950, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared EUGENE C. MARLIN, Plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true as therein stated, to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal:

Notary Public

PLAINTIFF'S EXHIBIT NO. 1

FORM 11 N 2

$1000.00 ANNAPOLIS, MD. Jan 7 1946

2 years - (Two years) AFTER DATE, FOR VALUE RECEIVED, THE UNDERSIGNED JOINTLY AND SEVERALLY PROMISE TO PAY TO THE ORDER OF E. C. Marlin, the Sum of One Thousand DOLLARS

AT THE OFFICE OF THE COUNTY TRUST COMPANY OF MARYLAND, AT ANNAPOLIS, MD.

with interest after maturity until paid. The makers hereof and all endorsers, guarantors and sureties hereby severally waive presentment for payment, demand, protest and notice of protest and nonpayment and do further severally waive the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this note. If default be made in the payment hereof at maturity the makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay the costs and charges for collecting same, including attorneys commission of ten (10%) per cent for collection (said 10% to be entered as part of the costs) and do hereby authorize and empower any justice of the peace in any county of the State of Maryland and/or the Clerk of the Circuit Court for any county in said State, at any time after this note becomes due and payable, to enter judgment thereon for the amount hereof, including debt, interest and costs, without summons or process.

At the maturity of this note any and all money, stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by, or in the possession of the holder hereof, (all remittances and property to be deemed to be held by the holder hereof as soon as put in transit to it by mail or carrier) as collateral or otherwise, to the credit of or for account of such makers, endorsers or other parties hereto, or any of them, may be applied forthwith to pay or secure payment of this note, and full power and authority are hereby given to the holder hereof to sell, assign and deliver all such securities or property at any broker's board, or at public or private sale, at the option of the holder hereof, without demand, advertisement or notice of any kind, and with the right to the holder hereof to become the purchaser thereof at such sale, freed and discharged from any equity of redemption, all of which are hereby expressly waived

Claude I. Trust

Mary Prewellie

No. 7 DUE Jan. 7 - 1946

Payable to County Trust Co. of Md.
for collection
E. C. Marlin

Plaintiff's Ex. 2

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LIBER 84 PAGE 493 PLAINTIFF'S EXHIBIT NO. 2

IN THE CIRCUIT COURT FOR HOWARD COUNTY

EUGENE C. MARLIN :

VS : No. 931 Law

CLAUDE J. PREWETT AND MARY PREWETT :

19" March, 1949 Transcript of Record from the Circuit Court for Anne Arundel County fd. 21" Mar. 1949 Appearance of Charles Carroll, Jr., Esq., entered in upon court for Plaintiff. 12" Apr. 1949 Order to strike out appearance of W. Randolph Tucker fd. Same day issue joined (Before Judge Clark) Same day jury sworn viz: James M.Hamphill, Eldred Donald Warfield, Aubrey B.Brown, Walter A. Wolf,James H.Harden, Frank C. Corum, S.Tracy Stackhouse, Albert A. Burdette,Henry J.W. Sieling, Percy H.Duck, Frederick S.Johnson & Edgar J.Barnes,Jr., Same day Verdict for Plaintiff and damages assessed in the sum of One Thousand and Fifty-eight dollars and Eighty-nine cents ($1058.89) and an attorneys fee of One hundred and Five Dollars and Eighty nine cents ($105.89) 16" Apr.1949 Judgment extended for One Thousand and fifty-eight dollars and eighty nine cents the amount of the verdict with interest from April 12,1949 and costs of suit and an attorneys fee of One hundred and five dollars and eighty nine cents ($105.89) to the plaintiffs attorneys and with a waiver of all rights to a stay of execution and exemption and redemption of property as provided for in the note sued on.

J.B.R.Carroll, J.C.Morton, Jr., Chas.Carroll, Jr. -
Attorneys for Plaintiff

Plaintiff's Costs:

A.A.Co.	$12.50 X
A.A.Co. Record	24.50 ✓ Pd.
Clerk How. Co.	7.35 ✓
Crier	.67 ✓

R.C.Rowe, R.W.Tucker, Louis Strauss - Attorneys for Defdt.

Defendants Costs:

A.A.Co.	$10.50 X
Clerk How.Co.	.45 ✓
Shf.A.A.Co.	1.25 ✓

State of Maryland, Howard County, Sct:

I Hereby Certify, That the aforegoing is a true copy of the Dockett Entries and Judgment in the above entitled cause, taken from the Records of Proceedings of the Circuit Court for Howard County; and

Plaintiffs E # 3.

I hereby further certify, that said Record contains no entry to show that the Judgment aforesaid has been satisfied either in whole or in part.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Howard County this 16th day of April 1949.

(COURT SEAL)

Milton W. Baxley, Clerk Circuit Court for Howard County.

Filed 18 April 1949.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the above is truly taken from part of the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

In Testimony Whereof, I have hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 31st day of January, A.D. 1950.

John H. Hopkins 3rd CLERK of Circuit Court for Anne Arundel County.

PLAINTIFF'S EXHIBIT NO. 3

Law No. 931		
EUGENE C. MARLIN	:	IN THE CIRCUIT COURT
VS.	:	FOR
CLAUDE J. PREWETT	:	ANNE ARUNDEL COUNTY
MARY PREWETT	:	

1943 Feby 9th, Narr, note and order to enter Judgment by confession fd. 1948 Feby. 9th Judgment by confession in favor of the Plaintiff for the sum of Nine hundred and eighty-four dollars and twenty-four cents ($984.24) current money with interest from the 7th day of January, 1948 and costs of suit including Attorneys fees in the sum of $98.42 summons issued, served on the 18th day of February 1948 by leaving in the hands of the Defendants copy of summons and Narr. 1948 Feby 24th Petition and Order of Court filed, 1948 Feby 24th Motion Ne Recipiatur fd service of copy admitted this 24th day of Feby. 1948 by Roscoe C. Rowe Attorney for Defendants, 1948 Feby 27th Motion to strike out Judgment fd and Order of Court thereon fd.and copy of Motion and Order of Court mailed to J.B. Randall Carroll Attorney for Plaintiff 29th February, 1948. 1948 Feby 27th Motion for Rule Security for costs and order of Court thereon filed, copy of Motion for Rule Security for costs and order of court thereon mailed to J.B. Randall Carroll Attorney for Plaintiff. 1948 March 11th, Answer to Motion to strike out Judgment fd service of copy admitted this 11th day of March 1948 by Roscoe C. Rowe Attorney for Defendants. 1948 March 11th Answer to Motion for Rule Security for Costs fd. service of copy admitted this 11th day of March, 1948, by Roscoe C. Rowe Attorney for Defendants, 1948 August 12 Order to issue summons for Witness for Defendant fd. summons issued, 1948 August 17th Hearing on Motion to Strike out Judgment, same day Judgment stricken out case to be brought forward to trial docket for trial, 1948 Oct. 22nd Order to enter the Appearance of James C.Morton, Jr., Attorney for Defendant fd. 1948 Nov. 15th Plea fd. service of copy admitted by James C.Morton,Jr. Attorney for Plaintiff fd. 1948 Nov. 17th Issues Joined submitted to and elects to be tried before a Jury, Jury sworn Verdict for the Defendant. 1948 Nov 19th Motion for New Trial fd. 1948 Nov. 22nd Hearing on Motion for New Trial, same day Motion for new trial

granted, New Trial Ordered 1948 December 2nd, Suggestion and Affidavit of Removal fd. 1948 Dec. 6th Testimony before the Court and Jury Nov. 17th 1948 fd. 1948 Dec. 13 Stipulation and Order of Court to transmit the record of proceedings in this case to the Clerk of the Circuit Court for Howard County, fld. 1949 Jan. 14th Petition and Order of Court thereon fd. 1949 March 18th Transcript of Record Transmitted to the Clerk of the Circuit Court for Howard County. March 19th, 1949, Transcript of Record from the Circuit Court for Anne Arundel County fd. 21" Mar. 1949, Appearance of Charles Carroll, Jr., Esq. entered in open Court for Plaintiff. 12" Apr. 1949, Order to strike out appearance of W.Randolph Tucker fd. same day issue joined (before Judge Clark) same day Jury sworn viz: James M. Hemphill, Eldred Donald Warfield, Aubrey B. Brown, Walter A. Wolf, James H. Harden, Frank C. Corum, S.Tracy Stackhouse, Albert A. Burdette, Henry J.W. Sieling, Percy H. Duck, Frederick S. Johnson, and Edgar J. Barnes, Jr., same day Verdict for the Plaintiff and damages assessed in the sum of One Thousand and Fifty eight dollars and eighty-nine cents ($1,058.89) and an Attorneys fee of one hundred and five dollars and eighty-nine cents ($105.89). 16" April 1949, Judgment extended for One Thousand and fifty-eight dollars and eighty-nine cents the amount of the verdict with interest from April 12" 1949, and costs of suit and an attorneys fee of one hundred and five dollars and eighty-nine cents ($105.89) to the plaintiff attorneys and with a waiver of all rights to a stay of execution and exemption and redemption of property as provided for in the note sued on J.B.R.Carroll, J.C.Morton, Jr., Chas. Carroll, Jr., Attorneys for Plaintiff.

Plaintiffs Costs A.A.Co.	$12.50	
A.A.Co. Record	24.50	Pd.
Clerk Howard Co.	7.50	
Crier	.67	

R.C.Rowe, R.W.Tucker, Louis Strauss, Attorneys for Defdt.

Defendants Costs A.A.Co.	$10.50
Clerk Howard Co.	.45
Shf. A.A.Co.	1.25

State of Maryland, Howard County, Sct:

I Hereby Certify, that the foregoing is a true copy of the Docket Entries and Judgment in the above entitled cause, taken from the Record of Proceedings of the Circuit Court for Howard County, and I further certify,

that said Record contains no entry to Show that the Judgment has been satisfied either in whole or in part.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Howard County this 16th day of April 1949.

(COURT SEAL)

Milton W. Baxley, Clerk of the Circuit Court for Howard County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

In Testimony Whereof, I have hereunto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 31st day of January, A.D. 1950.

John W. Hopkins, 3rd Clerk of the Circuit Court for Anne Arundel County.

//

PLAINTIFF'S EXHIBIT NO. 4

Md. State Stamps $3.85

No.title examination made.

THIS DEED, made this 14th day of July, in the year Nineteen Hundred and forty-eight (1948), by and between Claude J. Prewett and Mary E. Prewett, his wife, parties of the first part, hereinafter called "Grantors"; and Doris L. Prewett, party of the second part, hereinafter called "Grantee", all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of natural love and affection, and the assumption by the Grantee of a mortgage from the Grantors to the First Federal Savings and Loan Association of Annapolis, dated the 15th day of December, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 448, folio 8, said principal of the mortgage being in the amount of $3,239.88 as of July 6, 1948, the said Grantors do hereby bargain and sell, grant and convey unto the said Grantee, her heirs and assigns, in fee simple.

ALL those four lots of ground situate in the Second Election District of Anne Arundel County, Maryland, being Lots Numbers Two Hundred and Nineteen (219), Two Hundred and Twenty (220), Two Hundred and Twenty-one (221), and Two Hundred and Twenty-two (222) as laid out on the Plat of Truxton Heights, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 13 (formerly recorded in Plat Book F.S.R. 4, folio 28).

BEING the same property which was conveyed to the said Grantors by Elsie V. Clark and George Clark, her husband, by deed dated January 11, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 345, folio 439.

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

Plaintiffs Ex 7.

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TO HAVE AND TO HOLD the hereinbefore described property to and unto the proper use and benefit of the said Grantee, her heirs and assigns, in fee simple, subject to the restrictions of record; and subject, further, to the legal operation and effect of the mortgage given by the said Grantors to First Federel Savings and Loan Association of Annapolis, deted December 15, 1947, and recorded emong the aforesaid Land Records in Liber J.H.H. 448, folio 8, said mortgage now reduced to $3,253.76.

AND the said Grantors hereby covenant that they will Warrant Specielly the title to the property hereby conveyed, and that they will execute such other and further assurences thereof as may be requisite.

WITNESS the hands and seals of the said Grantors.

TEST: Claude J. Prewett (SEAL)

Ruby W. Chaney Mary E. Prewett (SEAL)

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

I HEREBY CERTIFY, that on this 14th day of July, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally eppeared Claude J. Prewett and Mary E. Prewett, his wife, and each acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal,

(NOTARIAL SEAL) Ruby W. Chaney, Notary Public

Recorded July 14th.1948 at 2:00 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken end copied from Liber J.H.H. No. 479, folio 154, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of January, A.D., 1950.

John N. Hopkins Jr. Clerk

PLAINTIFF'S EXHIBIT NO. 5

Form 72A

LIBER 84 PAGE 500

DEPARTMENT OF COMMERCE

Washington, February 6, *1950*

I HEREBY CERTIFY *that the annexed* ~~is a true copy of the original~~ are true copies of the Bill of Sale, dated December 15, 1947, from Mercer Bryant Prewett & Claude J. Prewett, to Mercer B. Prewett & Charles P. Prewett, recorded January 6, 1948, as document No. 377454, and Certificate of Registration No. 7014H, issued January 6, 1948. The subject aircraft is currently registered in the names of Mercer B. Prewett & Charles P. Prewett, Route 1, Truxon Heights, Annapolis, Maryland, according to records *on file in the* Civil Aeronautics Administration.

Edward F. Dodd

Chief, Aircraft Records Branch
(Official title)

OFFICE OF THE SECRETARY

I HEREBY CERTIFY *that* Edward F. Dodd *who signed the foregoing certificate, is now, and was at the time of signing,* Chief, Aircraft Records Branch, Civil Aeronautics Administration *and that full faith and credit should be given his certificate as such.*

IN WITNESS WHEREOF, *I have hereunto subscribed my name, and caused the seal of the Department of Commerce to be affixed this* sixth *day of* February, *one thousand nine hundred and* fifty

For the Secretary of Commerce:

Chief Clerk.

U. S. GOVERNMENT PRINTING OFFICE 11—12027

Plaintiffs E & 8.

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PLAINTIFF'S EXHIBIT NO. 5

DUPLICATE 7/11/49

FORM ACA-500.1 (5-47)

PART A [redacted]

UNITED STATES OF AMERICA
DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

CERTIFICATE OF REGISTRATION

1. NATIONALITY AND REGISTRATION MARKS	2. MAKE OF AIRCRAFT	3. AIRCRAFT SERIAL NUMBER
N 7014H	Piper	20259

4. Mercer B. Prewett & Charles P. Prewett
NAME OF OWNER

5. Route 1, Truxon Heights
ADDRESS OF OWNER — NUMBER — STREET

Annapolis, Maryland
CITY — ZONE — STATE

6. IT IS HEREBY CERTIFIED THAT THE ABOVE-DESCRIBED AIRCRAFT HAS BEEN DULY ENTERED ON THE REGISTER OF THE CIVIL AERONAUTICS ADMINISTRATION, DEPARTMENT OF COMMERCE, UNITED STATES OF AMERICA, IN ACCORDANCE WITH THE CONVENTION ON INTERNATIONAL CIVIL AVIATION DATED 7TH DECEMBER 1944, AND WITH THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED.

TO BE EXECUTED BY CERTIFICATION AND RECORDATION SECTION, WASHINGTON, D. C.

DATE OF ISSUE Jan. 6, 1948

BY DIRECTION OF THE ADMINISTRATOR:

[redacted]
DIRECTOR, AIRCRAFT AND COMPONENTS SERVICE

trw

FORM ACA-500 (12-19-46)

PART C [redacted]

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION

BILL OF SALE

FORM APPROVED
BUDGET BUREAU NO. 41-R889

FOR AND IN CONSIDERATION OF $ 1.00, THE UNDERSIGNED OWNER OF THE FULL LEGAL AND BENEFICIAL TITLE OF THE AIRCRAFT DESCRIBED AS FOLLOWS:

AIRCRAFT MAKE	SERIAL NO.	CAA REGISTRATION NO.
Piper J-3	20259	NC 7014H

DOES THIS 15 DAY OF December, 19 47 HEREBY SELL, GRANT, TRANSFER AND DELIVER ALL OF HIS RIGHT, TITLE AND INTEREST IN AND TO SUCH AIRCRAFT UNTO:

NAME OF PURCHASER
Mercer B. Prewett & Charles P. Prewett

ADDRESS OF PURCHASER (Street and number, City, Zone and State)
Route #1 Truxon Heights Annapolis, Maryland

AND TO Their EXECUTORS, ADMINISTRATORS AND ASSIGNS, TO HAVE AND TO HOLD SINGULARLY, THE SAID AIRCRAFT FOREVER, AND CERTIFIES THAT SAME IS NOT SUBJECT TO ANY MORTGAGE OR OTHER ENCUMBRANCE EXCEPT:

TYPE OF ENCUMBRANCE	AMOUNT	DATE
None		

IN FAVOR OF
None

IN TESTIMONY WHEREOF We HAVE SET Our HAND AND SEAL THIS 15 DAY OF December 19 47

SIGNATURE OF SELLER Mercer Bryant Prewett
Charles P. Prewett

TITLE OF SELLER
Owners

FOR (Name of corporation, partnership)

FORWARD TO WASHINGTON

DEC 31 1947 3 29 PM CIVIL AERONAUTICS ADMINISTRATION

DEC-31-47 12/18/9 1.1 J 37154 I CK — Rec — A 4.00

ACKNOWLEDGMENT

STATE OF Maryland
COUNTY OF Anne Arundel

ON THIS 15 DAY OF Dec., 1947 BEFORE ME PERSONALLY APPEARED THE ABOVE-NAMED SELLER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING BILL OF SALE, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED. GIVEN UNDER MY HAND AND OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC Jeremiah O'Brien
Seal

MY COMMISSION EXPIRES May 1949

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READ INSTRUCTIONS ON REVERSE SIDE CAREFULLY

PLAINTIFF'S EXHIBIT NO. 6

LIBER 84 PAGE 502

State of Maryland

DEPARTMENT OF MOTOR VEHICLES

GUILFORD AVENUE & TWENTY-FIRST ST.

BALTIMORE-18, MD.

February 2, 1950

I, Arthur H. Brice, Commissioner of Motor Vehicles for the State of Maryland, by virtue of the authority vested in me, under Section 11 and Section 152 of the General Motor Vehicle Law, Article 66½, Acts of 1943, do hereby certify that the aforegoing is a true copy, taken from the original, now on file, and part of the records of this Department.

Record of Claude Prewett, Truxton Heights, Annapolis, Md.
Doris Loree Prewett, Truxton Heights, Annapolis, Md.

This is to certify that the enclosed photostats are true and correct copies of the records of this Department.

In testimony whereof, I hereto subscribe my name, and affix the seal of the Office of The Department of Motor Vehicles, of the State of Maryland,

this 2nd *day of* February *1950*

Arthur H. Brice
COMMISSIONER OF MOTOR VEHICLES

PLAINTIFF'S EXHIBIT-NO. 6

LIBER 84 PAGE 503

OK M.A.N PER G.M

STATE OF MARYLAND

TITLE NUMBER
D-[redacted]836
SERIES D

DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE OF A MOTOR VEHICLE

DUPLICATE

The Department of Motor Vehicles of the State of Maryland, hereby certifies, pursuant to the provisions of Section 25, Article 66½, of the Annotated Code of Maryland, that an application has been made under said Section for a certificate of title of a motor vehicle as follows:

MAKE	BODY	ORIGINALLY TITLED	ENGINE NO.	SERIAL NO.	CH.WT. OR H.P.	DATE
FORD	S.D.	F.SED.	NEW	799A-1423316		

4-23-47 FEE $15.00

CLAUDE PREWETT
TRUXTON HEIGHTS
ANNAPOLIS.A.A.CO.MD. D-163836

JUNE 16TH 1947

And that the applicant hos stated under oath that said motar vehicle is subject to the following liens, and none other: This department is not a record office for the recording of liens and therefore does not guarantee the statements as to liens on this certificate of title.

AMOUNT	KIND	DATE	FAVOR OF
$609.00	C-S	3-12-47	The Annapolis Banking & Trust Co. ANNAPOLIS

Lien satisfied December 16, 1947 The Annapolis Banking & Trust Co. By [redacted] Asst. Treas.

I Do Further Certify that reasonable diligence has been used in ascertaining whether or not the facts stated in said application for a certificate of title are true, and that the applicant is the lawful owner of the above-described motor vehicle or is otherwise entitled to have the same registered in his name.

Wherefore, I do hereby certify that the above-named applicant has been duly registered in this department as the lawful owner of the above-described motor vehicle, or is otherwise entitled to have the same registered in his name, and that it appears upon the official records that at the date of the issuance of this certificate, said motor vehicle is subject to the liens hereinbefore enumerated, if any, and none other.

As Witness, my hand and the seal of this department the day and the year set opposite the name of the applicant in the aforegoing certificate.

W. Lee Elgin
COMMISSIONER OF MOTOR VEHICLES

LIBER 84 PAGE 504

PLAINTIFF'S EXHIBIT NO. 6

(Tear off here)

IMPORTANT NOTICE

The penalty upon conviction for false statements in application or assignment, or for alteration or forgery of this certificate is a fine of $100 to $1,000 or not more than five years imprisonment or both.

ASSIGNMENT OF CERTIFICATE OF TITLE

For value received I/We hereby sell, assign or transfer to Doris Loree (Prewett

(Name of Purchaser to be written plainly in full)

Address [redacted] Truxton Heights Annapolis Anne Arundel Maryland

(Street and Number) (Post Office) Zone No. (County) (State)

the motor vehicle described on the other side of this certificate of Title and hereby warrant the Title to said motor vehicle and state that at the time of delivery the same has no personal property taxes due and owing thereon and is subject to the following liens or encumbrances and none other:

Selling Price $1,34[illegible].00

Amount of Lien NONE Kind of Lien _____ Favor of _____

IF NO LIEN USE WORD "NONE"

Date of Lien _____ Address of Lienor _____

(Street and Number) (City) Zone No. (State)

Subscribed and sworn to before me this

17 day of December 1947

SEAL

Jeremiah O'Brien

(Signature in Ink of Person Administering Oath)

Annapolis Md.

(Address in Ink of Person Administering Oath)

My Commission expires May 1949

Doris Loree Prewett

(Signature of Seller)

If joint ownership all required to sign. If a Firm or Corporation by one of its legal officers.

WARNING—This application must not be signed unless name and address of Purchaser appears above.

RE-ASSIGNMENT TO BE USED BY REGISTERED DEALERS ONLY

For value received I/We hereby sell, assign or transfer to _____

(Name of Purchaser to be written plainly in full)

Address _____

(Street and Number) (Post Office) Zone No. (County) (State)

the motor vehicle described on the other side of this certificate of Title and hereby warrant the Title to said motor vehicle and state that at the time of delivery the same has no personal property taxes due and owing thereon, and is subject to the following liens or encumbrances and none other:

Amount of Lien _____ Kind of Lien _____ Favor of _____

IF NO LIEN USE WORD "NONE"

Date of Lien _____ Address of Lienor _____

(Street and Number) (City) Zone No. (State)

Subscribed and sworn to before me this

_____ day of _____ 19__

SEAL

(Signature in Ink of Person Administering Oath)

(Address in Ink of Person Administering Oath)

My Commission expires _____ 19__

(Dealer's Name)

By _____

(Sign here as Pres., V. Pres., Treasurer or Authorized agent)

WARNING—This application must not be signed unless name and address of Purchaser appears above.

PURCHASER'S APPLICATION FOR NEW CERTIFICATE OF TITLE

I (PRINT YOUR FULL NAME IN CAPITALS (Do Not Use Initials)) DORIS LOREE PREWETT

Print First Name in Full — Print Middle Name in Full — Print Last Name

the purchaser of the motor vehicle described on the face of this certificate, hereby make application for a new Certificate of Title, and for that purpose state under oath that I have compared the engine and serial numbers on the face of this certificate with the engine and serial numbers of the motor vehicle purchased and found that they agree in every particular.

I further state under oath that this motor vehicle is subject to the following liens and none other:

Purchase Price $1,[illegible].00

PRICE $

Amount of Lien NONE Kind of Lien _____ Favor of _____

IF NO LIEN USE WORD "NONE"

Date of Lien _____ Address of Lienor _____

(Street and Number) Zone No. (City) (State)

Signature of purchaser Doris Loree Prewett

(Must be signed personally by the Applicant; if Firm or Corporation, by one of its Legal Officers; if joint ownership, signature of each party must appear.)

Purchaser's Home P. O. Address [redacted] Truxton Heights Annapolis Anne Arundel Md.

(R. F. D. or Street) (City or Town) Zone No. (County) (State)

Subscribed and sworn to before me this

17 day of December 1947

SEAL

Jeremiah O'Brien

(Signature in Ink of Person Administering Oath)

Annapolis Md.

(Address in Ink of Person Administering Oath)

My Commission expires May 1949

NOTE Mail Title to _____

(Name)

(Street and Number) (City) (State)

I hereby authorize delivery of title to party named above.

(Purchaser) _____

(Sign Name)

INFORMATION

The certificate is transferable only when recorded and filed at the office of the Department of Motor Vehicles, and is valid only while the car described above is owned by the individual, firm or corporation named on face hereof.

This assignment, purchaser's application for new title and a fee of One Dollar must be immediately filed with the Department of Motor Vehicles by the purchaser of a motor vehicle before registration tags can be issued.

TITLE NUMBER To be Assigned by Department of Motor Vehicles

D323136

509029

FORD S.D.F.SED. MET 7901-142[illegible]
1-23-47
DORIS LOREE PREWETT
TRUXTON HEIGHTS
ANNAPOLIS A.A.CO. MD.
D-323136

2.90

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EUGENE C. MARLIN,
Plaintiff

vs.

CLAUDE J. PREWETT and
MARY E. PREWETT, his wife
Truxton Heights, Annapolis

DORIS L. PREWETT, also known
as Doris Loree Prewett,
Truxton Heights, Annapolis

MERCER B. PREWETT and
CHARLES P. PREWETT,
Truxton Heights, Annapolis,

Defendants

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 9926
In Equity

Filed May 16, 1950

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

A N S W E R

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Defendants, by their Attorney, Roscoe C. Rowe, for Answer to the Bill of Complaint filed in this case respectfully state:

1. That they neither admit nor deny the allegations set out in the first paragraph.

2. That the Defendants, Claude J. Prewett and Mary E. Prewett, admit the allegations set out in Paragraph 2.

3. The Defendants, Claude J. Prewett and Mary E. Prewett admit the allegations set out in Paragraph 3.

4. The Defendants, Claude J. Prewett and Mary E. Prewett, admit they were owners of record of lots Nos. 219, 220, 221 and 222, Truxton Heights, Anne Arundel County, Maryland, as set forth in Paragraph 4 in the Bill of Complaint but state that these lots, in fact, were the property of their daughter, Charlene Galloway, who was at that time a minor, employed, and deposited her salary toward the purchase of these lots. That on or about July 14, 1948, the said Defendants, Claude J. Prewett and Mary E. Prewett, transferred their record title to Doris Loree Prewett, who assumed the mortgage then standing against said property. That Claude J. Prewett and Mary E. Prewett, your Defendants, had no pecuniary interest in said property and, as a matter of fact, said property was conveyed to Doris Loree Prewett for good and valuable considerations, with no intent to defraud, hinder and delay creditors.

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5. (a) Your Defendant, Claude J. Prewett, denies the allegations that said airplane was transferred to Mercer B. Prewett and Charles P. Prewett for the purpose of defrauding, hindering and delaying creditors.

(b) That the automobile mentioned in Paragraph 5 (b) was wrecked prior to December 17, 1947, beyond economical repair, and was assigned to his daughter, Doris Loree Prewett, without any consideration and not for the purpose of defrauding, hindering or delaying creditors. Your Defendants, Claude J. Prewett and Mary E. Prewett, have had no bank account in the County Trust Company for a long period of time.

6. Your Defendants, Claude J. Prewett and Mary E. Prewett, neither admit nor deny the allegations set out in Paragraph 6.

7. Your Defendants, Claude J. Prewett and Mary E. Prewett, neither admit nor deny the allegations set out in Paragraph 7.

WHEREFORE, your Defendants pray to be dismissed with costs.

Roscoe C. Rowe, Attorney

For Defendants

Copy delivered to Plaintiff's Attorney May 15, 1950

Roscoe C. Rowe

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Plaintiff's Ex 1

LIBER 84 PAGE 507

EUGENE C. MARLIN Plaintiff	:	(no 9926-)
vs.	:	IN THE CIRCUIT COURT
CLAUDE J. PREWETT and MARY E. PREWETT, his wife, Truxton Heights, Annapolis	:	FOR
DORIS L. PREWETT, also known as Doris Loree Prewett, Truxton Heights, Annapolis	:	ANNE ARUNDEL COUNTY
MERCER B. PREWETT and CHARLES P. PREWETT Truxton Heights, Annapolis	:	In Equity
Defendants	:	Docket 14, folio 56

26 Apr 1951

Filed

DEPOSITION OF EUGENE C. MARLIN

Taken on behalf of the Plaintiff in the above entitled case at the law offices of Cook, Ruzicka, Veazey & Gans, 1904 First National Bank Building, Baltimore 2, Maryland, on Wednesday, April 4, 1951, at 2:30 o'clock p.m., before E. Elizabeth Lacher, a Notary Public, and transcribed by Carrie J. C. Utley, a stenographer.

Appearance: J. B. Randol Carroll, Attorney for Eugene C. Marlin

- -

IT IS STIPULATED by and between J. B. Randol Carroll and John G. Rouse, Jr., attorneys for Eugene C. Marlin, and Roscoe C. Rowe, attorney for the named Defendants, that the following deposition was taken pursuant to a request by the said Roscoe C. Rowe that the case of Eugene C. Marlin against Claude J. Prewett and others, now pending in the Circuit Court for Anne Arundel County and scheduled for the taking of testimony at 10 a.m. on Thursday, April 5, 1951, be postponed until Thursday, April 12, 1951, because of a previous engagement of the said Roscoe C. Rowe, he having agreed with John G. Rouse, Jr., attorney for Eugene C. Marlin, that the deposition of Mr. Marlin be taken and filed in this proceedings without objection by the said Roscoe C. Rowe; said Roscoe C. Rowe also waiving his

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appearance at the taking of said deposition, because of the press of business at Annapolis, Maryland.

AND IT IS FURTHER STIPULATED between counsel for the parties that the said deposition might be taken before employees at the offices of Cook, Ruzicka, Veazey & Gans, there being insufficient time to arrange for a court reporter to take said deposition, it being understood by said Roscoe C. Rowe that his request for postponement of the case scheduled for Thursday, April 5th, was made after Mr. Eugene C. Marlin, the plaintiff and deponent in this case, had arrived in the office of Cook, Ruzicka, Veazey & Gans from Newport News, Virginia, his place of residence and business, preparatory to attendance before the Circuit Court for Anne Arundel County, at 10 a.m. on Thursday, April 5, 1951.

J. B. Randol Carroll

John C. Rouse, Jr.

Attorneys for Plaintiff

Roscoe C. Rowe,
Attorney for Defendant

Thereupon:

Eugene C. Marlin, a witness of lawful age, produced on behalf of the Plaintiff in the above entitled case, having first been duly sworn by me according to law, was examined and testified as follows:

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BY MR. CARROLL:

Q 1. Mr. Marlin, you are the Plaintiff in the above entitled case, are you not?

A. Yes, I am.

Q 2. And Claude J. Prewett and Mary E. Prewett, his wife, are Defendants in the above entitled case?

Yes, they are.

Q 3. In January 1946, did you have a financial transaction with Claude Prewett and Mary Prewett?

Yes.

Q 4. What was the nature of the transaction?

The two Defendants executed a confessed judgment note in my favor on January 7, 1946, in the amount of $1,000, payable two years after date.

Q 5. I show you this note and ask you to identify it.

This is the original note.

MR. CARROLL: We offer this confessed judgment note in evidence as Plaintiff's Deposition Exhibit No. 1.

Q. 6. I show you this letter addressed to you and ask you to identify it.

This is a hand-written letter addressed to me which accompanied Exhibit No. 1 referred to before, signed by Mr. Prewett, and states that he is enclosing said note in the amount of $1,000 and promises to repay the amount of the note as soon as possible through the summer months.

Q 7. Do you know, with reference to a date, when this letter was sent to you?

Yes, it was mailed to me a day or so after January 7, 1946.

MR. CARROLL: We wish to introduce this letter as Plaintiff's Deposition Exhibit No. 2

Q 8. Subsequent to January of 1946, did you write to Mr. Prewett requesting payment of the promissory note dated January 7, 1946?

Yes; I wrote numerous letters.

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Q 9. I show you carbon copies of various letters addressed to Mr. Prewett and ask you to identify these carbon copies if you can.

These are copies of several letters which I addressed to Mr. Prewett at 1835 West Street, Annapolis, Maryland, and mailed from my residence at 1554 Rolling Road in Baltimore.

Q 10. Whatdo these letters refer to?

Each of these letters refers to Exhibit No. 1 and requests payment on that obligation as promised by Mr. Prewett in his letter, Exhibit No. 2

Q 11. As a result of those letters was any payment made on account of that note?

There was never any actual cash payment, but a credit was allowed Mr. Prewett in the amount of $15.76.

Q 12. Was there any acknowledgment by Mr. Prewett of these letters?

The only acknowledgment I received was verbal, when I phoned him each time I wrote a letter.

Q 13. I refer particularly to a letter addressed to Mr. Prewett, dated March 4, 1947, and request you to identify the handwriting on that note and explain what was meant by that notation.

The letter dated March 4, 1947, has a penciled note written by me, stating as follows: 'Phoned him 3/15/47 - "2 more weeks" '

Q 14. Explain the reason for that notation.

Mr. Prewett had promised me that he would make a partial payment on the note in two more weeks.

MR. CARROLL: We wish to offer these letters in evidence and request that they be marked "Plaintiff's Deposition Exhibits Nos. 3A, 3B, 3C, 3D and 3E".

Q 15. I show you carbon copy of letter dated November 14, 1947, and ask you to identify that letter.

This is a letter written by me from my residence in Newport News, Virginia, addressed to Mr. Prewett, the Defendant in this case, and mailed to him at 1835 West Street, Annapolis, Maryland. The third paragraph of the letter reminds Mr. Prewett that his note dated January 7, 1946, would fall due month after next, January 7, 1948.

MR. CARROLL: We wish to offer this letter in evidence as Plaintiff's Deposition Exhibit No. 4.

Q 16. Did you receive any reply to this letter?

No, I didn't.

23

Q 17. I show you letter dated December 31, 1947, addressed to Mr. Prewett, and ask you to identify this letter.

This letter was written by me from my residence in Newport News, Virginia, and was addressed to Mr. Prewett at 1835 West Street, Annapolis, Maryland, and it again reminded Mr. Prewett of the maturity of his note on January 7, 1948. In the second paragraph of this letter I reminded Mr. Prewett that the County Trust Company of Maryland, at Annapolis, was the place where the payment should be made, and that I was sending them a copy of this letter along with the note, Exhibit No. 1.

MR. CARROLL: We wish to offer this letter in evidence as Plaintiff's Deposition Exhibit No. 5.

Q 18. I ask you to identify the following two letters: one from the County Trust Company dated January 13, 1948, and one addressed to the County Trust Company dated January 14, 1948.

The first letter was received by me on January 14th with the request that I endorse the note and return it for them to enter for collection. In the second paragraph of this letter they wished me to advise what the monthly payments were. In my reply on January 14th I returned the endorsed note and stated that I could not accept instalments.

MR. CARROLL: We wish to introduce these two letters as Plaintiff's Deposition Exhibit No. 6A and 6B.

Q 19. Do you know whether or not the County Trust Company attempted to collect the said note of Claude Prewett and wife, dated January 7, 1946, in the amount of $1,000?

Yes; I received a reply from the County Trust Company stating that Mr. Prewett said he had no recollection of the note.

Q 20. Thereafter, did you turn the matter over to Mr. James B. Diggs, of this law office, in order to collect said note?

Yes, I did.

Q 21. Was suit filed on your behalf against Claude Prewett and wife in the Circuit Court of Anne Arundel County?

Yes.

Q 22. Thereafter, did Mr. and Mrs. Prewett contest said suit filed in the Circuit Court for Anne Arundel County?

Yes, they did.

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Q 23. When did the suit come to trial?

On November 16, 1948.

Q 24. Was the trial of said suit in the Circuit Court for Anne Arundel County?

Yes.

Q 25. What was the result of this trial?

The jury brought in a verdict for the defense.

Q 26. What happened immediately following the verdict?

A conference was had with my attorneys and I requested that they file a motion for a new trial.

Q 27. Were you thereafter advised what the result was of the motion for a new trial?

The Court granted the motion for a new trial and removed the case to the Circuit Court for Howard County for re-trial.

Q 28. Thereafter, was there a new trial in Howard County?

Yes, there was.

Q 29. What was the result of that trial?

The jury brought in a verdict in my favor in the amount of $984.24 plus interest from January 7, 1948, the date of the verdict, and counsel fee in the amount of $98.42

Q 30. Is that judgment still outstanding, Mr. Marlin?

Yes, it is.

Q 31. Have you been able to make any collection on that judgment?

No, I have not.

Q 32. Has there been any attempt to make any collection on that judgment?

Yes; my attorneys have issued execution out of the Circuit Court for Anne Arundel County which disclosed that Mr. and Mrs. Prewett had no property from which the judgment could be paid.

Q 33. Thereafter, Mr. Marlin, were you advised by your attorneys that Mr. and Mrs. Prewett had conveyed all their assets to various of their children?

Yes, I was.

25

Q 34. And you instructed your counsel to file this case in order to set aside those conveyances?

I did.

Eugene C. Marlin

Eugene C. Marlin

STATE OF MARYLAND :
SS :
CITY OF BALTIMORE :

I, E. ELIZABETH LACHER, a Notary Public of the State of Maryland, do certify that the aforegoing deposition was taken at the offices of Cook, Ruzicka, Veazey & Gans, 1904 First National Bank Building, Baltimore 2, Maryland, at 2:30 o'clock, p.m., on Wednesday, April 4, 1951, before me, and was transcribed by Carrie J. C. Utley, a stenographer employed by the law firm of Cook, Ruzicka, Veazey & Gans; that the said deposition was taken in shorthand and later transcribed by the said Carrie J. C. Utley; that by agreement of counsel for the respective parties, the said deposition was taken by J. B. Randol Carroll as attorney for Eugene C. Marlin, and the appearance of Roscoe C. Rowe on behalf of the Defendants was understood by me to be waived; that the said deposition on behalf of the Plaintiff was taken pursuant to the stipulation recited on page 2 of this deposition. I further certify that I return herewith Plaintiff's Exhibits Numbers 1 through 6B.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal this 4th day of April, 1951.

E. Elizabeth Lacher

E. Elizabeth Lacher

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I, CARRIE J. C. UTLEY, having first been sworn, depose and say that the aforegoing deposition was taken by me in shorthand and later transcribed by me from the notes so taken, and that the questions and answers set forth in said deposition are truly transcribed to the best of my ability.

I further depose and say that I have marked each exhibit as "Plaintiff's Deposition Exhibit #_____" with the date of April 4, 1951, and initialed by me.

Carrie J. C. Utley
Carrie J. C. Utley

Subscribed and sworn before me this 4th day of April, 1951.

E. Elizabeth Lacher
E. Elizabeth Lacher

ELIZABETH LACHER NOTARY PUBLIC ANNE ARUNDEL COUNTY

FORM U. N.-2 $1000.00 1498 Pay Sch. 1 Jan 6

ANNAPOLIS, MD. Jan 7 1946

2 years - (Two years) AFTER DATE, FOR VALUE RECEIVED, THE UNDERSIGNED JOINTLY AND SEVERALLY

PROMISE TO PAY TO THE ORDER OF E. C. Martin the Sum of

One Thousand DOLLARS

AT THE OFFICE OF THE COUNTY TRUST COMPANY OF MARYLAND, AT ANNAPOLIS, MD.

with interest after maturity until paid. The makers hereof and all endorsers, guarantors and sureties hereby severally waive presentment for payment, demand, protest and notice of protest and nonpayment and do further severally waive the benefit of the Homestead Exemption and all right to exemption from execution as to the debt evidenced by this note. If default be made in the payment hereof at maturity the makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay the costs and charges for collecting same, including attorneys commission of ten (10%) per cent for collection (said 10% to be entered as part of the costs) and do hereby authorize and empower any justice of the peace in any county of the State of Maryland and/or the Clerk of the Circuit Court for any county in said State, at any time after this note becomes due and payable, to enter judgment thereon for the amount hereof, including debt, interest and costs, without summons or process.

At the maturity of this note any and all money, stocks, bonds or other securities or property of any nature whatsoever on deposit with or held by, or in the possession of the holder hereof, (all remittances and property to be deemed to be held by the holder hereof as soon as put in transit to it by mail or carrier) as collateral or otherwise, to the credit of or for account of such makers, endorsers or other parties hereto, or any of them, may be applied forthwith to pay or secure payment of this note, and full power and authority are hereby given to the holder hereof to sell, assign and deliver all such securities or property at any broker's board, or at public or private sale, at the option of the holder hereof, without demand, advertisement or notice of any kind, and with the right to the holder hereof to become the purchaser thereof at such sale, freed and discharged from any equity of redemption, all of which are hereby expressly waived.

Claude J. Pruett

Mary Prewett

No. 1 DUE Jan. 7-1948.

Filed 26 Apr. 1951

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CABLE ADDRESS
"BARRYCO"

TELEPHONE
SARATOGA 8000

F. M. SUPPLEE
PRESIDENT

J. Ramsay Barry & Co. Inc.
Insurance
15 East Fayette Street
Baltimore 2

LIBER 84 PAGE 515

January 4, 1946

Mr. E. C. Marlin
1554 Rolling Road
Baltimore 27, Md.

Dear Mr. Marlin:

As you know, we are binding from January 2 Comprehensive coverage including crash on Fairchild NC-51624 owned by Mr. Claude J. Prewitt.

In order to have this policy issued it is necessary that the enclosed Aircraft Application form be completed as well as Pilot Report which is on the third page of the application.

Will you kindly have this completed so that we may proceed with the issuance of the policy.

Very truly yours

WKC-LAK

Vice President

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LIBER 84 PAGE 516 Plaintiff's Deposition Exhibit #2

4-4-51

Mr E. C. Martin C J C U, 838 West St Annapolis Md

Dear Gene

inclose you will find note for one thousand dollars as according to our agreement I will pay you as soon as possible through summer months I will be able to pay some ~~[illegible]~~ amount but do intend to pay it up as soon as possible and about the insurance you owe me for approximate 100 hours labor since I have had Pt. and some Metals that I purchased for you Pt also about 23 hours before I got the Pt which will cover the insurance if it doesn't let me know how we stand

I also inclose $3.00 for returned bottles hope this will be ok.

Yours very truly
Claude J. Prewitt

by the way I have the Pt ready for you and also have my Pt down at the field

Filed 26 Apr, 1951.

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#3a

LIBER 84 PAGE 517

Plaintiff's Deposition
Exhibits #3a, 3b, 3c, 3d, + 3e
4/4/51 @ J.C.W.

1554 Rolling Road
Baltimore 27, Md.

January 10, 1946

Mr. Claude J. Prewett
1835 West Street
Annapolis, Md.

Dear Mr. Prewett:

Yesterday after I received your note I cancelled the temporary coverage of crash insurance on the PT in your possession. The reason I did this is that I do not feel that I should be responsible for the premiums. I am returning the application which you filled out and if you want to have the plane covered, please contact either your own insurance agent or Mr. Crosby at Saratoga 8000 (the J. Ramsay Barry & Co., Inc.)

I'll explain my reasons for the above action: On Sept. 10, 1945 you signed an agreement to purchase the PT at $1,310.00 for labor at $1.31/hour or cash. Now the 123 hours of labor you have spent to date amounts to $161.13, or a balance of $1,148.87. When I agreed to sell you the plane for $1,000.00 I did so believing in all faith that you intended to forget about the previous agreement as well as the labor you had already expended. However, if you want to return to the agreement of Sept. 10th, then you can see that your note for $1,000 is in error and should be for the balance due, or $1,148.87. I still can't see your reasoning that I should pay for the insurance coverage.

I'm willing to accept the $1,000 note as full payment of the plane so that the title can be transferred to your name, but any insurance coverage must be undertaken by you. I believed, when we discussed selling the plane for $1,000 some mention was made of no interest. I'm perfectly agreeable with this arrangement for one year, but believe you will agree with me that in view of my obligations to Carl Eck and the fact that I have to pay interest on the money I owe him, it will be cash out of my pocket to allow the note to run for two years without interest. Can't we make the note for one year without interest and the second year carry 4% charge? I believe you will agree with me that this is very reasonable.

Filed 26 Apr., 1951.

(11)

pltf's Ex No. 7

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#3 B

1554 Rolling Road
Baltimore 27, Md.

November 28, 1946

Mr. Claude J. Prewett
1035 West Street
Annapolis, Md.

Dear Mr. Prewett:

During our conversation today you implied that I had not been entirely fair in my dealings regarding the PT-19 and to refute your belief I would like to quote from my letter to you dated January 10, 1946:

"----- On Sept. 10, 1945 you signed an agreement to purchase the PT at $1,310.00 for labor at $1.31/hour or cash. Now the 123 hours of labor you have spent to date amounts to $161.13, or a balance of $1,148.87. When I agreed to sell you the plane for $1,000.00 I did so believing in all faith that you intended to forget about the previous agreement as well as the labor you had already expended. However, if you want to return to the agreement of Sept. 10th, then you can see that your note for $1,000 is in error and should be for the balance due, or $1,148.87. I still can't see your reasoning that I should pay for the insurance coverage. I'm willing to accept the $1,000 note as full payment of the plane so that the title can be transferred to your name, but any insurance coverage must be undertaken by you."

You can see by the foregoing that rather than being unfair with you the contrary was true; you even wanted me to pay for your insurance! On September 10th I hadn't the slightest intention of closing the airport. It wasn't until November that I received the notice from the Maryland Aviation Commission that I had to construct another runway and Carroll Lee refused to grant me additional land for the purpose. It is true that in January, when you finally sent me the note for $1,000 I did know that I was closing the field, in fact my lease had already expired! I frankly can see no bonafide reason for my discounting the note if you paid it immediately. You said you had already sold the plane for $1500. Your verbal promise to me when you bought the plane was that you "would pay the note just as soon as you could". It seems to me that you can now stand back of your word. You have the money, why can't you pay your obligation without the petty chiseling that this appears to be?

I had forgotten the details of the transaction as quoted above when talking with you today and so I agreed to allow you a credit of $1/hr. for the 123 hrs. you worked. I'm convinced that this is contrary to all rules of fairness to me, but if you still

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Filed 26 Apr, 1951

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demand that the $1,000 note be discounted for an immediate payment then I certainly will not back down on my word given to you this morning.

In accordance with your note to me of July 3, 1946, the cost of hauling, freight, lumber, nails, bolts and Lee's bill amounted to $65.76 and you owed me $50.00 for the Ford (incidentally, how much did you sell the Ford for?). This left a balance of $15.76 which was to be credited toward the note.

1000.00
15.76
$984.24

$125.00	$1,000.00
15.76	- 138.76
$138.76	$ 861.24 Balance due.

The amount of $123 is actually 13.4% per year of the principle sum of $1,000. I believe this to be quite a stiff percentage and doubt very seriously whether you could get such interest anywhere even in these times. My present salary with Shipp's is based on the number of airplanes I sell. Actually, I haven't sold a single plane this whole month since I started with them. I invested what little savings I had in stock which I'm convinced will make me a little something and therefore have very little cash left. That's the reason I am anxious that you pay me immediately. On the other hand, if you would live up to your previous promise to me, you would pay off the note promptly without demanding money. You not only have sold your business, but you have also sold the JT and been able to buy a Cub, so you MUST have plenty of cash enough to pay off your just debt.

Very truly yours,

E. C. Marlin

ECM

(16)

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3C

LIBER 84 PAGE 520

1554 Rolling Road
Baltimore 27, Md.

March 4, 1947

Dear Mr. Prewett:

As you probably know Mr. Whipp has reorganized his company since he bought out Mr. Wright's interest and in this reorganization, I have obtained a dealership for Cessnas at the Glen Burnie Airport. I will handle all the retail sales and Mr. Whipp's company will handle all wholesale deals. Because of my new status as a separate company, it was necessary that I buy a demonstrator airplane and spend other sums which far exceeded my present capital. You can see, therefore, why I have been so persistent in requesting the balance of $984.24 which you owe me. I really need the money far more than you do!

I understand that you are building a home for your daughter and son-in-law and expect to have it completed so that a mortgage can be obtained, by March 11th. It was on February 25th that you said "two weeks". That will be on the 11th of March. I realize the weather has held up construction so that this extra two weeks is necessary, but if there is anything you can do to rush this along, I'll be most obliged.

If there are any further difficulties that prevent your settling with me on the 11th of March, then I suggest that you try to obtain the money some other way, such as a mortgage on your Cubb

Sincerely yours,

Gene

Eugene C. Marlin

Filed 26 Apr, 1947

Phoned him 3/15/47
" 2 more weeks.

(7)

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#3D

LIBER 84 PAGE 521

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXX

XXXXXXXXXXXXXX

1554 Rolling Road
Baltimore 27, Md.

March 25, 1947

Filed 26 Apr., 1947

Dear Mr. Prewett:

On February 25th you said your daughter's house would be completed in two weeks. On the expiration of that time I again contacted you and was told "two more weeks". Today marks the end of four weeks since February 25th.

This morning your wife said the house was almost completed. I hope that its completion is sufficient for you to obtain the mortgage you promised in order to pay off the balance of $984.24 on your thousand dollar note.

Honestly, Prewett, I'm in urgent need of the money now that I'm running my own business. I've been very tolerant with you--in fact I've leaned over backward. I think the least you could do now is to live up to your promises. I'm usually not at the airport except on week-ends. If you'll let me know tomorrow when I can meet you, I'll be glad to fly down to Annapolis any day this week.

For your information, and anybody else interested, I received a letter from the Washington Credit Bureau to the effect that Mr. Robert Y. Tabler's credit is no good and there is little I can do about collecting the $82 he owes me unless I sue. Some friend, hugh?

Sincerely yours,

Eugene C. Marlin

(5)

Pltf's Exhibit 8

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#3E

LIBER 84 PAGE 522

XXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXX

XXXXXXXXXXX

1554 Rolling Road
Baltimore 27, Md.

May 5, 1947

filed 26 Jan., 1951.

Dear Mr. Prewett:

I suppose you have been told by Tyler and Hinson about the recession in aircraft sales. The story is sad and unexpected. Especially for me. I haven't earned a cent of income this year and frankly, I'm hard up!! In order for me to start making a little to live on, I'll have to make an investment of $1500 by the first of July and I believe I can just about make it if you come through with the money you promised me last February.

Ever since then you have been saying, "I'll be able to pay you soon." That's too vague, Prewett. I've got to have the money before July, and that's really plenty of time from now. I believe you can estimate your ability to pay in that space of time, don't you?

Before I can make any plans at all I've got to know whether I'll have the money by July 1st. Honestly, I'm right on the fence now. I'd sure like to depend on your paying by that time because it'll effect my whole future life if I can make the investment then. To tell you the real truth of the matter, (and I don't want it broadcast, please) I intend to take a helicopter training course beginning July 1st and will HAVE to have the tuition fee of $1500 on that date. Please don't fail me this time; I really need it. I'll drop by Lee Airport next Sunday to talk this over with you. See you then.

Sincerely yours,

Eugene C. Marlin

(6)4

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LIBER 84 PAGE 523

Plaintiff's Deposition Exhibit #4

P. O. Box 94

4-4-51 @ J C M

November 14, 1947

Dear Mr. Prewett:

It's been a long time since I talked with you or anyone else at the Annapolis Airport. A lot of things have happened since my last letter to you on May 5, 1947. I suppose you are still flying with [redacted] probably still keep your Cub out there.

In my last letter to you I mentioned that I wanted to take a helicopter course but needed the money first. Well, I didn't go through with that because I couldn't raise the cash. However, on September 15th I was employed as airport manager of a new Class III field now under construction here in Newport News. Frankly, it was very fortunate that I landed the job—I was already deep in debt. On top of that I had to borrow $1,000 from the Catonsville Bank in order to buy an auto. So you see, I really need the dough you owe me!

I was checking back through my records and I find that your note was dated January 7, 1946 and was to run two years without interest. That would make it due month after next, January 7, 1948. As you will note by the receipt I mailed you on July 5, 1946, you had a credit of $15.76, making the balance due of $984.24.

I certainly hope that you will be able to meet your obligation this time and I would sincerely appreciate it if you could mail me a check before the due date.

Sincerely yours,

Eugene C. Merlin

Filed 26 Apr., 1951

(6)

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Plaintiff's Deposition Exhibit #5
4-4-51
CJCU

Apartment [illegible]
[illegible] Terrace
Newport News, Va.

December 31, 1947

Filed 26 Apr., 1951

Mr. Claude J. Prewett
1835 West Street
Annapolis, Maryland

Dear Mr. Prewett:

You will recall that I reminded you last month of the maturity of your note dated January 7, 1946. The note is in the amount of $1,000.00, but according to my receipt dated July 5, 1946, you have a credit of $15.76, making the balance due me on January 7, 1948, the sum of $984.24.

The note states that payment will be made at the office of the County Trust Company of Maryland, at Annapolis, Maryland. I am therefore sending them a copy of this letter along with the note and a copy of my receipt, dated July 5, 1946, and trust that you will take care of this obligation on or before the date due.

Sincerely yours,

Eugene C. Marlin

Echo.

(4) 1d 17

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Plaintiff's Deposition Exhibits #6a & #6B 4-4-51 CJC

COUNTY TRUST COMPANY OF MARYLAND

MEMBER FEDERAL DEPOSIT INSURANCE CORP.
MEMBER FEDERAL RESERVE SYSTEM

ANNAPOLIS, MARYLAND

LIBER 84 PAGE 525

JOHN M. THOMAS, CHAIRMAN
GEORGE E. RULLMAN, ATTORNEY

DENNIS J. THOMPSON, CASHIER
TILDEN O. ATWELL, ASST. CASHIER

January 13, 1948

Filed 26 Apr., 1951

Mr. Eugene C. Marlin
Apt. M-2
St. James Terrace
Newport News, Virginia

Dear Mr. Marlin:

I am returning herewith the collection note of Claude J. Prewett inclosed in yours of the 9th of January, 1948 with a request that you endorse this note and return same to us when we will be pleased to enter it for collection.

When returning said note, will you kindly advise us what the monthly payments are.

Very truly yours,

D. J. Thompson

Cashier

DJT:P
INC.

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GENERAL DEPOSITORY—UNITED STATES GOVERNMENT FUNDS

#6 TS

LIBER 84 PAGE 526

Filed 26 Apr., 1951

Apartment M-2
St. James Terrace
Newport News, Va.

January 14, 1948

Mr. D. J. Thompson, Cashier
County Trust Co. of Md.
Annapolis, Md.

Dear Sir:

I am returning herewith for collection, properly endorsed by me, the note of Claude J. Prewett and his wife in the amount of $1,000. The attached receipt for $15.76 makes the total for collection $984.24.

The note is submitted for full collection, less the credit, and cannot be paid in instalments, as suggested by you.

Very truly yours,

Eugene C. Marlin

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Eugene C. Marlin,		
Plaintiff,		No. 9926 Equity.
vs.		In the Circuit Court for
Claude J. Prewett et al.,		Anne Arundel County.
Defendants.		

By these proceedings the plaintiff seeks a decree setting aside various transfers of real and personal property.

The bill alleges that the plaintiff was the holder of a promissory note dated January 7, 1946, for one thousand dollars, payable two years after date; that said note was not paid at maturity and thereafter on April 16, 1949, a judgment was recovered on said note in the sum of $1058.89, with interest from April 12, 1949, and costs of suit and $105.89 attorneys fees, and with a waiver of all rights to a stay of execution, etc.

It is further alleged that the defendants, Claude J. Prewett and Mary E. Prewett, his wife, were the owners of Lots Nos. 219, 220, 221 and 222 on the plat of Truxton Heights, in Anne Arundel County; and on July 14, 1948, the said defendants conveyed said lots unto their daughter, Doris L. Prewett, without adequate consideration and with the intent to hinder, delay and defraud the plaintiff.

The bill further alleges that, for the purpose of hindering, delaying and defrauding the plaintiff, the defendant, Claude J. Prewett on December 15, 1947, transferred his interest in an aeroplane to his sons, Mercer B. Prewett and Charles P. Prewett, and on December 17, 1947, transferred his Ford automobile to his daughter, Doris Loree Prewett.

It is also alleged that an execution was issued and returned "nulla bona"; and that the defendants are insolvent.

The defendants answered the bill and averred that the lots were the property of their daughter, Charlene Galloway, who was at that time an infant, and that they had no pecuniary interest in said property. They

Filed 26 Apr. 1951.

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deny that the transfer of the aeroplane and of the automobile were fraudulent.

Testimony was taken in open Court on April 19, 1951, and it was established that from January 7, 1946, to this date the defendants, Claude J. Prewett and Mary Prewett, his wife, have been indebted to the plaintiff; that efforts to collect the judgment have been unavailing; that the defendants, Claude J. Prewett and Mary Prewett are insolvent. On July 14, 1948, while the indebtedness subsisted, Claude J. Prewett and Mary Prewett, his wife, conveyed the real estate to their daughter, Doris L. Prewett, in consideration of natural love and affection and the assumption of a mortgage debt of $3,239.88. On December 15, 1947, Mercer Bryant Prewett and Claude J. Prewett transferred the title to the aeroplane to Mercer B. Prewett and Charles P. Prewett; and on December 17, 1947, transferred the title to the automobile to Doris, who, on January 23, 1950, assigned it to Mercer Bryant Prewett.

The records of the First Federal Savings & Loan Association of Annapolis show that Elsie V. Clark and husband conveyed Lots 219, 220, 221 and 222 of Truxton Heights to Claude J. Prewett and Mary Prewett, his wife, by deed dated January 11, 1946, and on the same day, the purchasers executed a mortgage to the Association to secure an indebtedness of $2500.00. On December 15, 1947, the balance due on that mortgage was $2068.84. That mortgage was satisfied when the Prewetts refinanced the loan by executing a mortgage in the sum of $3500.00. The application for the new loan was made on November 17, 1947, and disclosed they needed the additional money to pay off various bills. The settlement sheet showed they received in cash on December 15, 1947, the sum of $1343.05. The testimony showed that the payments on the mortgage were made either by Claude J. Prewett or Mrs. Mary Prewett. The balance now due on the mortgage is $2485.49.

Charlene Galloway testified that in 1946 and 1947 she was employed at the Rainbow Cleaners; that she was under age and the property was bought for her; that she contributed payments, and that she does not have any idea of what she paid.

Mercer B. Prewett testified that he paid $1500.00 for his

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interest in the plane and the balance of $700.00 was contributed by his father. He also testified that in 1946 or 1947 he bought the wrecked automobile from his sister. The records of the Commissioner show, however, that the transfer of the title was made on January 23, 1950.

It thus appears that the interest of Claude J. Prewett in the aeroplane was assigned without any consideration being paid by the son, Charles J. Prewett, at a time when the plaintiff was pressing his claim. About the same time Claude J. Prewett transferred the title to his automobile to his daughter, Doris, without any consideration.

The defendants contend that they held the title to the real estate for the benefit of their daughter, Charlene Galloway, and yet the records show that, although she is now in her twenty-third year, they conveyed the property to another daughter, Doris L. Prewett, in consideration of natural love and affection.

A voluntary conveyance made by a father to his child, when loaded with debt, when his estate is not adequate to the payment of the claims against him is fraudulent and void as against a prior creditor seeking to impeach it. Worthington v. Shipley, 5 Gill 449; Baxter v. Sewell, 3 Md. 334, affirming Sewell v. Baxter, 2 Md. Ch. 447; Swan v. Dent, 2 Md. Ch. 111; Mundy v. Jacques, 116 Md. 11; James v. Murray, 142 Md. 101; Westminster Savings Bank v. Sauble, 183 Md. 628.

The proof in this case clearly shows that the transfers were made without consideration and were made at a time when the defendants, Claude J. Prewett and Mary Prewett, were insolvent, and that by such transfers they stripped themselves of all their property and thereby have hindered, delayed and defrauded the plaintiff. The transfers must be stricken down.

Chief Judge.

Filed 26 Apr., 1951.

For the reasons set forth in the aforegoing opinion, it is this twenty-sixth day of April, in the year nineteen hundred and fifty-one, by

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the Circuit Court for Anne Arundel County, sitting as a Court of Equity, adjudged, ordered and decreed:

1. That the deed mentioned in these proceedings from Claude J. Prewett and Mary Prewett, his wife, to Doris L. Prewett, bearing date July 14, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 479, folio 154, together with the record thereof, be, and the same are hereby, declared to be null and void, as against the plaintiff and all other creditors of the said defendants, Claude J. Prewett and Mary Prewett, his wife, who may come in as parties to this suit;

2. That the assignment of the title to the Ford Sedan, engine numbered 799A-1423316, made on December 17, 1947, by Claude J. Prewett to Doris Loree Prewett, and the record thereof, and the assignment of the title to said Ford automobile made on January 23, 1950, by Doris Loree Prewett to Mercer Bryant Prewett, and the record thereof, be, and the same are hereby, declared to be null and void as against the plaintiff and all other creditors of the said Claude J. Prewett who may come in as parties to this suit;

3. That the bill of sale covering the aeroplane known as Piper J-3, Serial No. 20259, dated December 15, 1947, executed by Mercer Bryant Prewett and Claude J. Prewett to Mercer B. Prewett and Charles P. Prewett be, and it is hereby, declared to be null and void as against the plaintiff and all other creditors of the said Claude J. Prewett who may come in as parties to this suit;

4. That the property mentioned in said deed and the Ford Sedan and the interest of Claude J. Prewett in the Piper J-3 aeroplane, being an undivided eeven twenty-seconds (7/22) interest or so much thereof as may be necessary to discharge such claims, be sold, and that John G. Rouse, Jr. and Roscoe C. Rowe, both of Annapolis, Maryland, be, and they are hereby, appointed Trustees to make such sale or sales, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by themselves and a surety or sureties, to be approved by this Court, or by the Clerk thereof, in the penalty of fifteen thousand dollars, if private bond be given,

and, if a corporate bond be given, in the penalty of seven thousand dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future Decree or Order in the premises; they shall then proceed to make such sale, having given at least three weeks' notice by advertisement, inserted in some newspaper published in Anne Arundel County, and by such other mode as they shall think proper, of the time, place, manner and terms of sale, which shall be as follows, to wit: One-third part of the purchase money shall be paid by the purchaser or purchasers to the Trustees on the day of sale, if required in whole or in part by the Trustees, or upon the ratification thereof by this Court; and the residue shall be paid in two equal payments, the one to be paid in one year, and the other in two years from the day of sale, with interest from the day of sale, if on credit terms, and to be secured by the notes of the purchaser or purchasers, with security to be approved of by the Trustees, or all cash at the option of the purchaser or purchasers, and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale or sales; with an affidavit annexed of the truth thereof and of the fairness of said sale or sales; and on obtaining the Court's ratification of the sale or sales, and on the payment of the whole purchase money (and not before), the said Trustees shall, by a good and sufficient deed, to be executed and acknowledged, according to law, convey to the purchaser or purchasers his, her, its or their heirs, the property and estate to him, her, it or them sold, and by a good and sufficient assignment or bill of sale, to be executed and acknowledged, according to law, transfer and assign to the purchasers the personal property to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendants and those claiming by, from, through or under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale or sales, to be distributed and disposed of under the direction of this Court, after deducting therefrom the costs of this suit, the expenses of said sale or sales, and such commission to the said Trustees as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear

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to have discharged their trust, and at the time of advertising said sale, the Trustees are hereby directed to give notice to the creditors of the said Claude J. Prewett and Mary Prewett, to file their claims, with the vouchers thereof, with the Clerk of the said Court within two months from the day of said sale.

Jas. C. Boykin, Jr.
Chief Judge.

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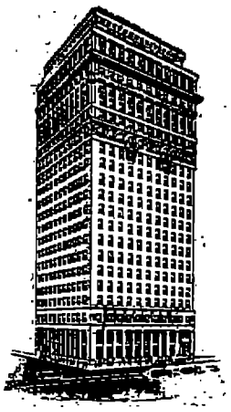
LIBER 84 PAGE 533



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

KNOW ALL MEN BY THESE PRESENTS:

THAT WE John G. Rouse, Jr. and Roscoe C. Rowe, Attorneys of Annapolis, Maryland, as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum, of SEVEN THOUSAND Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of May in the year of our Lord nineteen hundred and fifty-one.

WHEREAS, the above bounden John G. Rouse, Jr. and Roscoe C. Rowe, Attorneys by virtue of a decree of the Honorable Judge of the Circuit Court have been appointed trustees to sell Real Estate and other property mentioned in the proceedings in the case of Eugene C. Marlin vs Claude J. Prewett et al No. 9926 Equity, Circuit Court, Anne Arundel County, Maryland now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John G. Rouse, Jr. and Roscoe C. Rowe, Attorneys do and shall well and faithfully perform the trust reposed in them by said decree or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain un full force and virtue in law.

Filed 19 June, 1951.

Signed, sealed and delivered
in the presence of
Eleanor L. Livings.

John G. Rouse, Jr. (SEAL)
Roscoe C. Rowe (SEAL)

AMERICAN SURETY CO. OF NEW YORK
BY
Thomas G. Basil
Attorney in fact

Witness:
Charlotte Dudrow

Approved this 19 June, 1951.
John H. Hopkins, 3rd, Clerk

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EUGENE C. MARLIN, Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
CLAUDE J. PREWETT, et al., Defendants	:	NO. 9926 EQUITY

Filed 18 Aug., 1951

PETITION

The Petitioners Roscoe C. Rowe and John G. Rouse, Jr., Trustees in the above entitled matter, respectfully represent:

-1-

That pursuant to the Decree of this Honorable Court dated April 26, 1951, your Petitioners were appointed Trustees to sell certain property belonging to the Defendants as more specifically set forth in said Decree.

-2-

That pursuant to said Decree, your Petitioners advertised the real estate involved for sale at public auction on July 10, 1951.

-3-

That shortly before said date your Petitioner Roscoe C. Rowe became ill and was hospitalized as a result of which it was necessary to call off said public sale and re-advertise.

-4-

That thereafter said real estate was re-advertised for public sale and said sale was held at the Court House door in Annapolis at 11:00 A.M. on August 23, 1951.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

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That at said sale a number of persons were present, including the Defendant, Claude J. Prewett; that the said Defendant told your Petitioners and other interested bidders that he did not want to lose his home and that he intended to bid at said sale and hoped that he could buy in the house at a low price; that after a number of bids had been made, the said Defendant bid the sum of Thirty-six hundred and one ($3601) Dollars and there being no higher bids, the property was accordingly sold to the said Claude J. Prewett; that among those present at said sale were one Harry E. Feldmeyer, 504 President Street, Annapolis, Maryland, and Robert L. Blalock of Truxton Heights, Annapolis, Maryland, and immediately after said property had been bid in by the Defendant as aforesaid, your Petitioners learned that both the aforesaid Feldmeyer and Blalock had been interested in said property and were prepared to bid in excess of the sum of Thirty-six hundred and one ($3601) Dollars but had refrained from doing so after the said Claude J. Prewett had approached them at said sale and begged them not to bid against him, saying that if they did, it would cause him to lose his home; that after the sale was over, the said Claude J. Prewett tendered to your Petitioners the required cash payment, saying that he had been representing his daughter at said sale and that his daughter had bought in the property and that a deed should be made to her; that your Petitioners refused to accept said tender upon said conditions because your Petitioners believed that, under all the circumstances aforesaid, the said sale was not a fair one.

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-6-

That, in accordance with the terms of the aforesaid Decree of this court dated April 26, 1951, your Petitioners gave notice to the creditors of the said Claude J. Prewett and Mary Prewett to file their claims with the clerk of the said court within two months from the day of said sale, which said notice expired on October 23, 1951; that from an examination of the claims filed pursuant to said notice, from a search of the judgment records in the Circuit Court for Anne Arundel County, and from other information received by your Petitioners, the total debts due by the Defendants, with interest and court costs, etc., exceed the sum of Five thousand ($5,000) Dollars.

-7-

That under the circumstances set forth herein, your Petitioners desire permission of this court to re-advertise said property for sale, but they are fearful that upon a new sale the Defendants may again, by their actions, prevent said property from bringing a fair price.

WHEREFORE your Petitioners pray an order of this court authorizing and directing them to re-advertise said property for sale and enjoining the Defendants from interfering with said sale.

AND AS IN DUTY BOUND, etc.

Roscoe C. Rowe

John G. Rouse, Jr.

Petitioners

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Eugene C. Marlin,	(	
Plaintiff,	(	No. 9926 Equity.
vs.	(	In the Circuit Court for
Claude J. Prewett and others,	(	Anne Arundel County.
Defendants.	(	

Upon the petition of Roscoe C. Rowe and John G. Rouse, Jr., Trustees, filed herein on December 18, 1951, it is ordered by the Circuit Court for Anne Arundel County, this twenty-fourth day of January, in the year nineteen hundred and fifty-two, that Claude J. Prewett and Mary Prewett, his wife, answer said petition within twenty days from the date of the service on them of a certified or attested copy of said petition and of this order, and show cause, if any they have, why the real estate mentioned therein should not be re-advertised for sale at public auction; and it is further ordered that said copies be served upon Claude J. Prewett and Mary J. Prewett, his wife, within ten days from this date.

Chief Judge.

Filed 24 Jan., 1952

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EUGENE C. MARLIN,	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CLAUDE J. PREWETT, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	No. 9926 EQUITY

Filed 10 Apr. 1952.

PETITION

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

1. That by Order of this Honorable Court dated April 26, 1951, Roscoe C. Rowe and John G. Rouse, Jr. were appointed Trustees in the above entitled proceeding and the said Roscoe C. Rowe died on the eleventh day of January, 1952.

2. That on December 18, 1951, the said Trustees filed a petition in this proceeding and on January 24, 1952, this Court passed an Order directing Claude J. Prewett and Mary Prewett, his wife, to answer said petition.

3. That although certified or attested copies of said petition and said Order were served upon the said Claude J. Prewett and Mary Prewett, his wife, as provided in said Order, the said Claude J. Prewett and Mary Prewett, his wife, have failed to answer said petition.

Wherefore your Petitioner prays this Honorable Court to pass an Order as requested in said petition.

AND as in duty bound, etc.

John G. Rouse Jr.
Petitioner

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

STATE OF MARYLAND: LIBER 84 PAGE 539

ANNE ARUNDEL COUNTY

I HEREBY CERTIFY that on this 10th day of April, 1952, before me the subscriber, a notary public in and for the State and County aforesaid, personally appeared JOHN G. ROUSE, Jr. who did make oath in due form of law that the matters and facts alleged herein are true to the best of his knowledge and belief.

Dorothy L. Stockett
Notary Public

ORDER

- - - - - - -

Upon the foregoing Petition, it is, this 10th day of April, 1952, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the property referred to in the prior Decree of this Court dated April 26, 1951, or so much thereof as may be necessary to discharge claims against Claude J. Prewett and Mary Prewett, his wife, be resold by the Surviving Trustee heretofore appointed by this Court in the same manner and upon the same terms as set forth in the aforesaid Decree of April 26, 1951, except that if notice has been given to creditors as provided in said Decree of April 26, 1951, it shall not be necessary for said Trustee to give any further or additional notice to creditors.

And, it is further ORDERED that Claude J. Prewett and Mary Prewett, his wife, be and they are hereby enjoined from interfering with said sale in any manner. Nothing in this Order shall, however, prevent the said Prewetts or either of them from bidding at said sale if they so desire.

Jno. E. Boylan, Jr.
JUDGE

Filed 10 April, 1952.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

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

TRUSTEE'S SALE

OF VALUABLE

FEE SIMPLE PROPERTY AND IMPROVEMENTS

LOCATED AT TRUXTUN HEIGHTS

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity No. 9926) the undersigned Trustee will sell at public auction, before the Court House Door in the City of Annapolis, Maryland, on

Tuesday, May 13, 1952

AT 11:00 O'CLOCK A.M.

All those four lots of ground situate in the Second Election District of Anne Arundel County, Maryland, being Lots Numbers Two Hundred and Nineteen (219), Two Hundred and Twenty (220), Two Hundred and Twenty-one (221) and Two Hundred and Twenty-two (222) as laid out on the Plat of Truxtun Heights, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 13 (formerly recorded in Plat Book F. S. R. 4, Folio 28).

BEING the same property which by deed dated July 14, 1948 and recorded among the Land Records of Anne Arundel County in Liber No. J. H. H. 479, Folio 154, was conveyed by Claude J. Prewett and Mary E. Prewett, his wife, to Doris L. Prewett.

This property is improved by a two-story dwelling containing 8 rooms and one bath.

TERMS OF SALE: One-third cash on the day of sale, balance in 12 and 24 months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses to be adjusted to day of sale.

JOHN G. ROUSE, JR.,
Surviving Trustee.

Filed 3 June, 1952.

May 13, 1952

AUCTIONEER'S CERTIFICATE

I hereby certify that on the above date at the Court House door in Annapolis, at 11 a.m., I sold at a public sale property described in detail on the reverse hereof to Bertram E. Spriggs and Kathryn N. Spriggs, his wife, at and for the sum of $3900.00, said sum being the highest bid obtainable. I further certify that said sale was fairly made.

Robert H. Campbell
Auctioneer

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I hereby certify that on this 13th day of May in the year 1952 before me the subscriber, a notary public in and for the State and County aforesaid, personally appeared Robert H. Campbell and made oath in due form of law that the matters and facts set forth in the foregoing are true to the best of his knowledge and belief.

Dorothy L. Griffith
Notary Public

Filed 3 June, 1952

PURCHASERS AGREEMENT

We hereby certify that on May 13, 1952 at a public sale at the Court House door in Annapolis, Maryland at 11 a.m. we purchased property described in detail on the reverse hereof at and for the sum of $3900.00, that being the highest bid offered for said property. We further certify that said sale was fairly made.

Bertram E. Spriggs
Bertram E. Spriggs

Kathryn N. Spriggs
Kathryn N. Spriggs

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I hereby certify that on this 19th day of May in the year 1952 before me the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Bertram E. Spriggs and Kathryn N. Spriggs and made oath in due form of law that the matters and facts set forth in the foregoing are true to the best of their knowledge and belief.

Notary Public

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EUGENE C. MARLIN,	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
CLAUDE J. PREWETT, et al.,	:	ANNE ARUNDEL COUNTY
Defendants	:	NO. 9926 EQUITY

- - - - - - - - - - -

REPORT OF SALE

- - - - - - - - - - -

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

Filed 3 June, 1952

1. That in compliance with Decrees of this Court dated April 26, 1951 and April 10, 1952, entered in the above entitled proceeding, and after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in The Evening Capital, an evening newspaper published in Anne Arundel County, for three (3) weeks before the sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis on the 13th day of May, 1952, at 11 o'clock a.m. and then and there proceeded to sell said real estate mentioned in these proceedings as follows:

> All those four lots of ground situate in the Second Election District of Anne Arundel County, Maryland, being Lots Number Two Hundred and Nineteen (219), Two Hundred and Twenty (220), Two Hundred and Twenty-one (221) and Two Hundred and Twenty-two (222) as laid out on the Plat of Truxtun Heights, sub-divided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 13 (formerly recorded in Plat Book F.S. R. 4, Folio 28).
>
> BEING the same property which by deed dated July 14, 1948 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 479, Folio 154, was conveyed by Claude J. Prewett and Mary E. Prewett, his wife, to Doris L. Prewett.

2. That he offered said real estate for sale and sold the same to Bertram E. Spriggs and Kathryn N. Spriggs, his wife, at and for the sum of $3900.00, theirs being then and there the highest bid for said property.

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

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And as in duty bound, etc.

John G. Rouse, Jr.
Surviving Trustee

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

I hereby certify that on this 2nd day of June, 1952, before me the subscriber, a notary public in and for the County and State aforesaid, personally appeared John G. Rouse, Jr., surviving 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 and belief and that the sale was fairly made.

Dorothy L. Griffin
Notary Public

LAW OFFICES
ROUSE AND MORTON
12 CHURCH CIRCLE
ANNAPOLIS, MD.

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LIBER 84 PAGE 544

ORDER NISI.

Eugene C. Marlin,
Plaintiff

versus

Claude J. Prewett, et al,
Defendants

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 9926 Equity

Filed 3 June, 1952.

Ordered, this 3 day of June, 19 52, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Surviving Trustee, ~~Trustees,~~

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

The report states that the amount of sales to be $ 3,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Eugene C. Marlin,
Plaintiff

versus

Claude J. Prewett, et al,
Defendants

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

Filed 18 July, 1952.

ORDERED BY THE COURT, This 18th day of July, finally 19 52, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 84 PAGE 545 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1952

We hereby certify, that the annexed Trustee's Sale

Claude J. Prewett

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of May, 1952. The first insertion being made the 17th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie S. Carlson

No. E. C. 7136

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Legal Notices

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY AND IMPROVEMENTS LOCATED AT TRUXTUN HEIGHTS

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity No. 9926) the undersigned Trustee will sell at public auction, before the Court House door in the City of Annapolis, Maryland on

TUESDAY, MAY 13, 1952
at 11:00 O'clock A. M.

All those four lots of ground situate in the Second Election District of Anne Arundel County, Maryland being Lots Numbers Two Hundred and Nineteen (219), Two Hundred and Twenty (220), Two Hundred and Twenty-one (221) and Two Hundred and Twenty-two (222) as laid out on the Plat of Truxtun Heights, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-5, Plat 13 (formerly recorded in Plat Book F. S. R. 4, folio 28.)

Being the same property which by deed dated July 14, 1948 and recorded among the Land Records of Anne Arundel County in Liber No. J. H. H. 470, folio 154 was conveyed by Claude J. Prewett and Mary E. Prewett, his wife, to Doris L. Prewett.

This property is improved by a two story dwelling containing 8 rooms and one bath.

Terms of Sale: One-third cash on the day of sale, balance in 12 and 24 months, or all cash, as the purchaser may elect at the time of sale; credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses to be adjusted to day of sale.

JOHN G. ROUSE, JR.,
Surviving Trustee.

ROBERT CAMPBELL,
Auctioneer. M-8

Filed 8th July, 1948

LIBER 84 PAGE 546 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 16, 1952

We hereby certify, that the annexed Order Nisi

Sale - Equity 9926

Eugene C. Marlin

Claude J. Prewett

$3,900.00

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 7th day of July, 1952. The first insertion being made the 4th day of June, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. MG. 3866

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ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,926 Equity
EUGENE C. MARLIN, Plaintiff
Vs.
CLAUDE J. PREWETT, et al, Defendants.

Ordered, this 3rd day of June, 1952, That the sale of the Real Estate in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Surviving Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of July next.

The report states that the amount of sales to be $3,900.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Jn-25

Filed 17 July, 1952.

In the Case of

Eugene E. Marlin

VS.

Claude J. Prewett,

et al

In the

Circuit Court

For

Anne Arundel County

No. 9926 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 20 Nov., 1953.

November 16, 1953

All of which is respectfully submitted.

Laura R. Dicklus
Auditor.

All of which is respectfully submitted.

Auditor.

Dr. Eugene E. Marlin vs. Claude J. Prewett, et al

in ac.

To Trustee for Commissions, viz:	150 24		150 24
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Defendants' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	70 75		
Chas. M. Russell - Sheriff's costs	7 25		
Jos. W. Alton, Jr. - Sheriff's costs	7 90		
Jos. C. Deegan - Sheriff's costs	2 50		
Katharine H. McCutcheon - stenographer's fee	10 00		
Auditor - stating this account	22 50		140 90
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale	27 52		
Capital-Gazette Press - notice to creditors	8 00		
Capital-Gazette Press - handbills	9 79		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
American Surety Co. of N. Y. - bond premiums for years 1951, 1952 and 1953	84 00		
Robert H. Campbell - auctioneer's fee	35 00		
Thos. G. Basil, Agent - fire insurance premiums	11 15		
Clerk of Court - certified copies of deeds and judgment	3 50		
Baltimore Photo Blue Print Co. - copies of exhibits	12 15		
One-half Federal documentary stamps	2 20		
One-half State documentary stamps	2 20		
Dorothy L. Stockett - notary fee		50	
Dorothy L. Griffie - notary fee		50	210 51
To Trustee for Taxes, viz:			
1952 State and County taxes ($36.85 - adjusted to 5/13/52)	19 61		
1950 City of Annapolis taxes and interest	13 08		32 69
To Trustee for Benefit Charges, viz:			
Annapolis Water Co. - water service from 1/1/52 to 3/31/52	6 85		
Annapolis Water Co. - water service from 4/1/52 to 5/13/52	3 27		10 12

To Trustee for Liens, viz: First Federal Savings & Loan Ass'n of Annapolis - in full for mortgage debt with interest to 8/11/52		2,569 60	
Clerk of Court - recording release		2 00	2,571 60
To Eugene C. Marlin, judgment creditor - this balance on account claim in #931 Law (Howard County) viz:		892 09	892 09
Debt	$1,058.89		
Interest 4/12/49 to 5/13/52	195.52		
Anne Arundel County Court costs	48.75		
Howard County Court costs	8.47		
Attorney's collection fee	105.89		
Fi.Fa. - #35 Judicials, July Term, 1949	2.50		
Juliet D. Strahorm - transcript of testimony	10.00		
Total	$1,430.02		
Cr. Amount allowed above	892.09		
Balance due	537.93		
			4,008 15

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

1952				
May	13	Proceeds of Sale	3,900 00	
		Interest on deferred payment	28 15	3,928 15
		Amount received from Mercer B. Prewett in settlement of all claims against airplane (Order of 7/17/53)	80 00	80 00
				4,008 15

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ORDER NISI LIBER 84 PAGE 551

Eugene C. Marlin

VERSUS

Claude J. Prewett,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 9926 Equity.

Filed 20 Nov., 1953

ORDERED, This 20 day of November, 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 28 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of December next.

John H. Hopkins, 3rd, Clerk

Filed 30 Nov., 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of March, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin H. Lee Circuit Judge

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 29, 1954

We hereby certify, that the annexed

Order Nisi - Eq. No. 9926

Eugene C. Marlin

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of December, 1953. The first insertion being made the 24th day of November, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,926 Equity

EUGENE C. MARLIN
Vs.
CLAUDE J. PREWETT, et al.

Ordered, this 20th day of November, 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 28th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-8

Filed 30 Mar., 1954

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No. E.C. .....

65

EX PARTE:	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
ADA IRENE LYON	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,374 Equity

* * *

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Mary van Pelt Vucassovich, next friend of Ada Irene Lyon, respectfully represents unto your Honors:

Filed 30 Nov, 1951

1. That your Petitioner is a friend and neighbor of Ada Irene Lyon and resides at 189 Duke of Gloucester Street, Annapolis, Maryland.

2. That Ada Irene Lyon is now and has been since on or about the 11th day of October, 1951, a patient in Laurel Sanitorium; Prince George's County, Maryland; that all in all said Ada Irene Lyon has been incapable of attending to her affairs for more than a year last past; that in her present condition the said Ada Irene Lyon is incapable of the government of herself or the management of her estate; that your petitioner files herewith (as part hereof, as fully as if incorporated herein) certificates under affidavit of Doctors William R. Dunton, Jr. and Jesse C. Coggins, (qualified medical doctors who have practiced in this state for the last five years), marked Exhibits "A" and "B" respectively, each of said affidavits, certifying as to the mental disability of the said Ada Irene Lyon, and that the said condition is probably permanent.

3. That Ada Irene Lyon own the premises known as

181 Duke of Gloucester Street, Annapolis, Maryland, in fee simple; that said premises are improved by a three-story, nine room frame house, on which the County Trust Company of Maryland holds a mortgage, the principal balance due on which is approximately $340.40; that your Petitioner is advised that the present market value of said premises is approximately $12,000.00.

4. That as far as your Petitioner has been able to determine, the said Ada Irene Lyon's personal estate consists of the following:

(1) Furniture located in the abovementioned three-story house.

(2) Checking account in the Farmers National Bank (as of September 11, 1950), $114.12.

5. That the said Ada Irene Lyon will, from time to time, require certain items such as food, clothing and medicine, in addition to which she has incurred, and will continue to incur, expenses incident to her care and treatment; that to meet such charges for the maintenance of the said Ada Irene Lyon, it is necessary that there be appointed a fiduciary to take charge of her estate.

6. That your petitioner believes it would be to the advantage of the said Ada Irene Lyon that a Committee be appointed by this Honorable Court to take charge of and manage her real and personal estate.

WHEREFORE your Petitioner respectfully prays for the passage of an order,

(1) Appointing Mary van Pelt Vucassovich Committee of the person and estate of the aforesaid incompetent;

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(2) That the said Committee be authorized to take control of the estate of Ada Irene Lyon and use such estate for the care, support and maintenance of Ada Irene Lyon.;

(3) That the personal attendance of Ada Irene Lyon at the time and place mentioned in the said Order of this Honorable Court, be dispensed with;

(4) Permitting an appearance and answer on behalf of said Ada Irene Lyon or anyone on her behalf to be filed at any time before or after the passage of final decree or order in this case;

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

Mary van Pelt Vucassovich
Mary van Pelt Vucassovich

McWilliams Evans & Melvin
McWilliams, Evans & Melvin
212 Duke of Gloucester St.
Annapolis, Maryland
Solicitors for Petitioner

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

I certify that before me, the subscriber, a Notary Public of the County and State aforesaid, personally appeared Mary van Pelt Vucassovich and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal this 30" day of November, 1951.

Viola J. Brown
Notary Public

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO.

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LIBER . 84 PAGE 555

CERTIFICATE

State of Maryland)
) ss:
County of .)

I, William R Dunton, Jr , the undersigned, herewith certify that I am a qualified medical doctor and have practiced in the State of Maryland for the last five years; that within ten days of the making of this certificate, I personally examined Ada Irene Lyon; that the said Ada Irene Lyon is a patient of The Laurel Sanitarium and has been since October 11, 1951 ; that from opportunity afforded me in observing the said Ada Irene Lyon, I am of the opinion that she is of unsound mind and incapable of governing herself or of managing her property; that the disability is due to her mental disorder known as manic-depressive with senile features; that this disability may be permanent; that it would be detrimental to the patient's condition for her to appear in Court.

Filed 30 Nov., 1951.

William R Dunton, Jr M.D.
Signature

Subscribed and sworn to before me this 19 day of Nov. 1951

Clara Kay
Notary Public

Exhibit "A"

4

CERTIFICATE

State of Maryland)
~~County~~ City of Balt) ss.

I, Jesse C Coggins the undersigned, herewith certify that I am a qualified medical doctor and have practiced in the State of Maryland for the last five years; that within ten days of the making of this certificate, I personally examined Ada Irene Lyon; that the said Ada Irene Lyon is a patient of The Laurel Sanitarium and has been since Oct 11-1951 ; that from opportunity afforded me in observing the said Ada Irene Lyon, I am of the opinion that she is of unsound mind and incapable of governing herself or or managing her property; that the disability is due to her mental disorder known as Manic Depressive with Senile Changes ; that this disability may be permanent; that it would be detrimental to the patient's condition for her to appear in Court.

Jesse C Coggins
Signature

Subscribed and sworn to before me this [illegible] day of [illegible]

[illegible]
Notary Public

My Commission [illegible] 1/4/53

Filed 30 Nov, 1951.

Exhibit "B"

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EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
ADA IRENE LYON, INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,374 Equity
*	*	*

Filed 1 Dec., 1951

O R D E R

Upon the aforegoing Petition, Affidavit and two Certificates of medical doctors, it is this 1st day of ~~November~~ December, 1951, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY that the said Ada Irene Lyon be summoned within ten days from the date of the signing of the Order, and that within the same time a copy of the summons, Petition and Order shall be served on Laurel Sanitorium, Prince George's County, Maryland, and that the said Petition be set for hearing on or after fifteen days from the date of this Order and that an appearance and answer be allowed at any time before or after the Decree.

Benjamin Michaelson
Judge

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EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
ADA IRENE LYON, INCOMPETENT	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,374 Equity
*	*	*

D E C R E E

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is thereupon, this 19th day of December, 1951 ADJUDGED, ORDERED, and DECREED, by the Circuit Court for Anne Arundel County, that Mary van Pelt Vucassovich be and she is hereby appointed Committed with full power and authority to care for and manage the property of the said Ada Irene Lyon, and upon proper order of this Court to expend cash for the support and maintenance of the said Ada Irene Lyon under the direction of this Court; but before the said Mary van Pelt Vucassovich shall proceed to act as such Committee she shall give a corporate bond to the State of Maryland in the penalty of $3000 Dollars, with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

Benjamin Michaelson
Judge

Filed 19 Dec., 1951

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LIBER 84 PAGE 559

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

No. 10,374

Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, Mary van Pelt Vucassovich

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three thousand ($3000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 28th day of December in the year of our Lord one thousand nine hundred and fifty one

WHEREAS, the above bounden Mary van Pelt Vucassovich by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~Trustee to sell~~ Committee with full power and authority to care for and manage the property of Ada Irene Lyon

mentioned in the proceedings in the case of Ex Parte in the matter of Ada Irene Lyon, Incompetent No. 10,374 Equity

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Mary van Pelt Vucassovich

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

Signed, sealed and delivered in the presence of:

Eleanor G. Owings

Mary van Pelt Vucassovich (SEAL)

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Viola J. Brown By Ridgely P. Melvin, Jr. Attorney-in-fact

MD3|16—250, 6-47 117982
Trustee's Bond

Filed 28 Dec., 1951.

approved this 28 Dec., 1951.
John A. Hopkins, 3rd, Clerk.

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
ADA IRENE LYON, Incompetent	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	No. 10,304 Equity

* * *

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your petitioner, Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, by her attorney, Ridgely P. Melvin, Jr. respectfully represents:

1. That by Decree of this Honorable Court dated 19 December 1951 your petitioner was appointed Committee with full power and authority to care for and manage the property of Ada Irene Lyon, and upon proper order of this Court to expend cash for the support and maintenance of the said Ada Irene Lyon under the direction of this Court.

2. That at the time of her appointment as Committee aforesaid the balance in the checking account of the said Ada Irene Lyon's checking account at the Farmers National Bank was $95.70, which said sum represented the total cash estate of Ada Irene Lyon at the time of the appointment of her Committee as aforesaid.

3. That since her appointment as Committee aforesaid your petitioner has expended from Ada Irene Lyon's checking account the sum of $29.25 as partial payment on the mortgage held by the County Trust Company of Maryland on the real estate owned by the said Ada Irene Lyon; that as a result thereof and as a result of a service charge of fifty-two cents ($.52) on said checking account, the present balance in said account is $65.93.

Filed 16 Feb., 1952

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4. That the said Ada Irene Lyon has no source of income and, except for the aforesaid sum of $65.93, her property and estate now consists entirely of her dwelling located at 181 Duke of Gloucester Street, Annapolis, Maryland, and a small amount of furniture therein; for which said property your petitioner is attempting to find a buyer in order to obtain cash with which to meet the expenses incident to the care and welfare of the said Ada Irene Lyon; that in the meantime your petitioner is unable to pay outstanding debts incurred by the said Ada Irene Lyon or to meet her current living expenses.

5. That the aforesaid outstanding debts include the following:

(a) Hill-Top Rest Home, Lothian, Maryland (Edna Moreland, Proprietor) - a/c reservation of room for 2½ mos. from 5 November 1951 to 11 January 1952	$	162.50
(b) 1952 City taxes on 181 Duke of Gloucester Street		89.98
(c) Fire Insurance premium on real estate - Voges Agency		30.00
(d) Laurel Sanitorium - for period 15 November 1951 to 11 January 1952		407.15
(e) Dr. William R. Dunton, Jr.		10.50
(f) County Trust Company - mortgage indebtedness, principal and interest to 14 February 1952		318.03
(g) Fidelity and Deposit Company - Bond premium		25.00
(h) Ridgely P. Melvin, Jr. - attorney's fees to date for preperation and filing proceedings and subsequent petition		85.00
(i) Mary van Pelt Vucassovich, reimbursement for money advanced from own funds on account of Ada Irene Lyon		15.00
(j) Court costs to date		15.00
Total	$	1,158.16

6. That Ada Irene Lyon has been residing at the Hill-Top Rest Home, Lothian, Maryland, since 11 January 1952, and it is expected that she will continue to reside there, at a cost of $30.00 per week for

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room, board and supervisory care.

7. That your petitioner has engaged Joseph D. Lazenby, a reputable real estate agent in Annapolis, to assist her in procuring a buyer for the real estate and furniture aforesaid; that the said Lazenby and his brother, F. Marion Lazenby, and his sister, Sarah L. Betz, as surviving trustees for Sarah C. Lazenby, have agreed to lend your petitioner the sum of $2,200.00 for a period of six (6) months in return for her execution , as Committee for Ada Irene Lyon, of a Confessed Judgment note payable six (6) months from its date of execution with interest at the rate of six per centum (6%) per annum; that, in the meantime, your petitioner is confident that, with the assistance of the said Joseph D. Lazenby, and pursuant to proper order of Court, she will be able to sell the real estate and furniture of Ada Irene Lyon and thereby repay the aforesaid loan as well as realize enough cash to provide for her care and welfare for many years.

TO THE END, THEREFORE, that this Honorable Court pass an order authorizing your petitioner to borrow the sum of $2,200.00 from Joseph D. Lazenby, F. Marion Lazenby and Sarah L. Betz, trustees as aforesaid, and execute as security therefore a Confessed Judgment note payable six (6) months from the date thereof with interest at the rate of six per centum (6%) per annum, said borrowed sum to be used by your petitioner for the extinguishment of all lawful debts now owed by Ada Irene Lyon and to defray the future costs of her room and board and the expenses incident to her daily needs and welfare.

AND, as in duty bound, etc.

Petitioner

McWilliams, Evans & Melvin
Attorneys for Petitioner
212 Duke of Gloucester Street
Annapolis, Maryland

O R D E R

Upon the foregoing Petition it is thereupon this 18th day of February 1952, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, be, and she is hereby, authorized to borrow the sum of $2,200.00 from Joseph D. Lazenby, F. Marion Lazenby and Sarah L. Betz, surviving trastees for Sarah C. Lazenby, and to execute as security therefore a Confessed Judgment note payable six (6) months from the date thereof with interest at the rate of six per centum (6%) per annum.

It is further ORDERED that said Committee is authorized to pay the debts of Ada Irene Lyon in the amounts and for the purposes set forth in paragraph five (5) of the foregoing Petition.

Filed 8 Feb, 1952.

It is further ORDERED that said Committee is authorized to pay the sum of Thirty Dollars ($30.00) per week to the Hill-Top Rest Home, Lothian, Maryland, or its proprietor, Edna Moreland, as long as the said Ada Irene Lyon resides there accounting from 11 January 1952.

It is further ORDERED that said Committee is authorized to expend, in addition to the aforesaid sum of Thirty Dollars ($30.00) per week, the sum of Fifteen Dollars ($15.00) per month from the cash estate of Ada Irene Lyon for her daily needs and welfare.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 564

EX PARTE	*	IN THE
	*	CIRCUIT COURT
IN THE MATTER OF	*	FOR
	*	
ADA IRENE LYON, Incompetent	*	ANNE ARUNDEL COUNTY
	*	NO. 10,374 Equity
	*	

* * *

PETITION

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your petitioner, Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, by her attorney, Ridgely P. Melvin, Jr., respectfully represents:

1. That by Decree of this Honorable Court dated 19 December 1951, your petitioner was appointed Committee with full power and authority to care for and manage the property of Ada Irene Lyon.

2. That as will be seen from these proceedings, the estate of Ada Irene Lyon now consists entirely of the dwelling known as 181 Duke of Gloucester Street, Annapolis, Maryland, and a small amount of furniture therein.

3. That except for the money borrowed pursuant to an Order of this Honorable Court dated 18 February 1952, said incompetent is entirely without funds to provide for her support, care and welfare, as well as to bear the expense involved in the maintenance and upkeep of said dwelling.

4. That subject to the approval of this Court your petitioner has contracted to sell the aforementioned dwelling to Clara E. Taylor and Robert W. Taylor for the sum of Ten Thousand Five Hundred Dollars ($10,500.00); a copy of said contract being filed herewith marked

Filed 19 May, 1952.

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"Petitioner's Exhibit No. 1", and prayed to be taken as a part hereof.

5. That your Petitioner believes and so alleges that it would be for the best interest of said incompetent to sell said dwelling and that the proceeds therefrom be invested or otherwise disposed under the direction of this Honorable Court as it may deem most advantageous to said incompetent.

TO THE END, THEREFORE,

(a). That this Honorable Court pass an order authorizing your petitioner to have proof taken before one of the Standing Examiners of this Court as to the value, quantity and condition of the property mentioned herein.

AND, as in duty bound, etc.

Mary van Pelt Vucassovich
Petitioner

Ridgely P. Melvin, Jr.
Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Petitioner

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

I HEREBY CERTIFY that on this 19th day of May 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY van PELT VUCASSOVICH and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Chapman M. Cunningham
Notary Public

CHAPMAN M. CUNNINGHAM NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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Filed 20 May, 1952.

O R D E R

Upon the foregoing Petition and Affidavit, it is thereupon, this 20th day of May 1952, by the Circuit Court for Anne Arundel County, ORDERED that proof be taken before one of the Standing Examiners of this Court as to the value, quantity and condition of the property mentioned in said Petition.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 567

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 9th day of May 1952, by and between Mary van Pelt Vucassovich, Trustee for Mrs. Irene G. Lyon

of the first part, hereinafter called Vendor, and Clara E. Taylor

of the second part, hereinafter called Vendee

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: 181 Duke of Gloucester Street, Annapolis, Anne Arundel County, Maryland to ether with all improvements thereon, in fee simple.

Filed 19 May, 1952
Re-filed 3 June, 1952

At and for the price of Ten thousand, five hundred and 00/100 ($10,500.00) Dollars, of which One thousand and 00/100 ($1,000.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash at time of settlement which shall be on or before June 9th, 1952.

It is understood and agreed that this contract is made subject to the ratification by the Circuit Court of Anne Arundel County, Maryland

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to, Joseph D. Lazenby, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Clara E. Taylor (SEAL)
Robt W. Taylor (SEAL)
Mary van Pelt Vucassovich (SEAL)
Committee for (SEAL)
Ada Irene Lyon

10,374 Eq. Examiner's Ex. A

(PETITIONER'S EXH. NO. 1)

16

EX PARTE	:	IN
IN THE MATTER OF	:	THE CIRCUIT COURT
ADA IRENE LYON	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,374 Equity

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

TESTIMONY ON BEHALF OF THE PETITIONER

May 26, 1952

Filed 3 June, 1952.

Present:

Mr. Ridgely P. Melvin, Jr., Solcitior for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Mary van Pelt Vucassovich, pages 2, 3.

Joseph D. Lazenby, page 4,

Philip Richbourg, page 5.

17

Mary van Pelt Vucassovich, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address?

A. Mary van Pelt Vucassovich, 187 Duke of Gloucester Street, Annapolis, Md.

2. You were appointed Committee of Ada Irene Lyon December 19, 1951?

A. Yes.

3. Are you familiar with the real estate located at 181 Duke of Gloucester Street, Annapolis?

A. I am.

4. Will you describe it briefly?

A. It is a frame house, six bedrooms, living room, dining room and kitchen and two baths.

5. Is it in good repair or not?

A. Basically it is in good repair; otherwise, it is not.

6. What sort of heating plant does it have?

A. Oil, hot water.

7. Does it have electricity?

A. Yes and a gas range.

8. Has that house always been used as a dwelling as far as you know?

A. As a dwelling and rooming house, yes.

9. Does Mrs. Lyon own any other real estate to your knowledge?

A. No.

10. As Committee do you have any funds with which to keep this property up?

A. Nothing.

11. You have signed a contract with Clara E. Taylor and Robert W. Taylor for the sale of that property for $10,500.00?

A. That's right.

12. Is this the contract that you signed which is filed as Petitioner's Ex. 1?

A. Yes, and that is my signature. (MARKED EXAMINER'S EX. A)

13. Do you think it would be for the best interest and advantage of Mrs. Lyon that this property be sold?

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A. Yes and the money be invested in a building and loan where she can get some income out of it and the principal will be there to draw on if necessary.

14. You desire that it be ratified and confirmed by the Court?

A. Yes.

15. Where is Mrs. Lyon living at the present time?

A. In the Hilltop Convalescent Home at Lothian, Md.

16. Is she aware that the property is about to be sold?

A. Yes.

17. Did she express any approval or disapproval?

A. She is perfectly willing that it be sold.

18. Is she in such condition that she cannot manage her own property?

A. Yes.

19. Are there any heirs?

A. She has no blood relations at all that I know of. I am positive of that.

20. Do/es she have any living children?

A. No.

21. Is she married?

A. She was divorced many years ago.

22. I show you this paper purporting to be a deed from the Annapolis Savings Institution to Irene G. Lyon and ask you if you can identify the property mentioned in that deed?

A. Yes I am familiar with this and it is correct.

23. Is that 181 Duke of Gloucester St.?

A. Yes.

24. Is Irene G. Lyon also known as Ada Irene Lyon?

A. Yes.

25. They are one and the same person?

A. Yes. (CERTIFIED COPY OF DEED MARKED EXAMINER'S EX. B AND FILED HEREWITH)

(Mr. Klawans)

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

Mary van Pelt Vucassovich

Mary van Pelt Vucassovich

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Joseph D. Lazenby, witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. Joseph D. Lazenby, Annapolis.

2. What is your occupation?

A. Real Estate and Insurance.

3. How long have you been in that business?

A. Twenty years.

4. Are you familiar with the property owned by Mrs. Ada Irene Lyon?

A. Yes.

5. Have you examined and inspected that property located at 181 Duke of Gloucester Street?

A. I have, a good many times.

6. Will you describe the property?

A. It is a three story frame house with six bedrooms, two baths, living room, dining room, and pantry and kitchen; hot water oil heat, all in poor condition.

7. What is the size of the lot?

A. I don't know the exact size of the lot.

8. In your opinion is $10,500.00 a fair and reasonable price for the property?

A. Yes it is.

9. I understand that you have attempted to sell this property for sometime?

A. I have had it on our list over a year and during that time I have shown it to probably forty people and this is the best offer we have had for it.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I might add one statement that the house being vacant and without funds to paint and repair it is deteriorating very fast. In my best judgment the interest of the owner issaved best by selling it at this time."

Joseph D. Lazenby

20

Philip Richbourg, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name.

A. Philip Richbourg.

2. In what business are you engaged?

A. Real estate and insurance.

3. How long have you been in that business?

A. Seven years.

4. Are you familiar with the property belonging to Mrs. Ada Irene Lyon at 181 Duke of Gloucester Street?

A. I am.

5. Have you inspected and examined it?

A. Yes I have.

6. Is the description given by Mr. Lazenby accurate?

A. In my opinion it is.

7. Do you consider $10,500.00 a fair price for the property?

A. I do.

8. Do you think there is much chance of getting more than that on the present market?

A. Very little, because of the condition of the property and the length of time it has been on the market, considering the size and the fact the owner has no funds to keep it up.

9. Considering that, in your opinion, what should be done with the property?

A. It should be sold to someone who can do something with it.

(Mr. Klawans)

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

Philip Richbourg

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

Witness my hand and seal this 3rd day of June 1952.

Emanuel Klaveans (SEAL)
Examiner

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

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(Int. Rev. $4.00 Stamp.)

This Deed, Made this 14th day of December in the year nineteen hundred and thirty-five, by and between theAnnapolis Savings Institution, a body corporate of Annapolis, Maryland, of the first part, and Irene G. Lyon, unmarried, of Annapolis, Maryland, of the second part, witnesseth:

That in consideration of the sum of four thousand ($4,000.00) dollars, of which one thousand five hundred ($1,500.00) dollars is this day paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, the balance of said purchase money, to-wit: two thousand five hundred ($2,500.00) dollars, being secured by a mortgage of even date herewith from the party of the second part to the party of the first part, the said party of the first part has bargained and sold, and by these presents does grant and convey unto the said Irene G. Lyon, party of the second part, her heirs and assigns, in fee simple, all that lot of ground situate on the southwest side of Duke of Gloucester Street, formerly called Southeast Street, Annapolis, Maryland, improved by a frame dwelling and described as follows:

Filed 3 June, 1952

Beginning for the same at a point on the southwest side of said Duke of Gloucester Street, formerly called Southeast Street, thirty-six and seventy-five one hundredths (36.75) feet from the southwest corner of said Duke of Gloucester and Conduit Streets, said point of beginning also being in the division line of the property formerly owned by Charles F. Lee and that hereby intended to be conveyed, and running from thence with said division line southwesterly one hundred eighteen and five tenths (118.5) feet; thence northwesterly nine (9) feet. southwesterly twenty-five (25) feet, northwesterly twenty-five (25) feet to the line of the property now owned by Robert Redmond; thence with said line northeasterly one hundred forty-three and five tenths (143.5) feet to the southwest side of said Duke of Gloucester Street; thence with the southwest side of said Duke of Gloucester Street southeasterly twenty-nine and seventy-

Examiner's Exh B. Filed 5/24/52
E. Clawans, Examiner

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five one hundredths (29.75) feet to the point of beginning.

Being the same property which by Deed dated the 6th of October, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. #63, folio 133, was granted and conveyed by Emma A. Saussar to Andrew J.Stinchcomb and wife, which, in execution of the power of sale contained in mortgages from Eveline B. Gardner, et al, dated the 21st of March, 1910, and recorded in the Land Records of Anne Arundel County in Liber G. W. #65, folio 49, and from Andrew J. Stinchcomb and wife, dated the 24th day of April, 1928, and recorded in said Land Records in Liber F. S.R. #5, folio 253, James M. Munroe, as attorney in said mortgages named, did sell the property hereinbefore mentioned and described to the Annapolis Savings Institution.

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

To Have And To Hold the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Irene G. Lyon, her heirs and assigns, in fee-simple.

And the said party of the first part hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

Witness the corporate name of the Grantor, the Annapolis Savings Institution, by B. Allein Welch, its president, and its corporate seal attested by Samuel Brooke, its cashier.

TEST (CORPORATE SEAL) ANNAPOLIS SAVINGS INSTITUTION.

Beatrice A. Velenovsky BY B_Allein Welch,President

ATTEST:

Saml_Brooke, Cashier.

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State of Maryland, Anne Arundel County, to-wit:

I Hereby Certify, that on this 14th day of December, in the year nineteen hundred and thirty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared B.Allein Welch, president of the Annapolis Savings Institution, and he acknowledged the foregoing Deed to be the act of the said Annapolis Savings Institution.

As witness my hand and Notarial seal.

(Notarial Seal.) Beatrice A. Velenovsky,
Notary Public

Recorded 16 December, 1935 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F. A. M. 147 Folio 32. One of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 24th day of May A.D. 1952.

John H. Hopkins 3rd Clerk

EX PARTE	*	IN THE
	*	CIRCUIT COURT
IN THE MATTER OF	*	FOR
ADA IRENE LYON, Incompetent	*	ANNE ARUNDEL COUNTY
	*	No. 10,374 Equity

* * *

ORDER

This cause being submitted, the proceedings were read and considered.

It appearing to be for the best interests and advantage of the incompetent, Ada Irene Lyon, that her real estate mentioned in these proceedings be sold, it is thereupon this 14th day of June 1952, ORDERED and DECREED that the contract of sale mentioned and filed in these proceedings be, and it is hereby, ratified and confirmed; and it is further ORDERED and DECREED that Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, be, and she is hereby, authorized and directed to execute a deed for the property described in said contract of sale in accordance with the terms thereof.

Filed 14 June, 1952

It is further ORDERED that said Committee be, and she is hereby, authorized and directed to use the proceeds of said sale as follows:

(a) To pay the Court costs of these proceedings.

(b) To pay settlement costs in accordance with the aforesaid contract of sale.

(c) To pay Joseph F. Lazenby, real estate agent, the sum of Five Hundred Twenty-Five Dollars ($525.00) as commission on the sale

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of said property.

(d) To repay to Joseph D. Lazenby, F. Marion Lazenby and Sarah L. Betz, trustees, the borrowed sum of Two Thousand Two Hundred Dollars ($2,200.00) with six per cent (6%) interest from 18 February 1952 in accordance with the Order of this Court filed in these proceedings dated 18 February 1952.

(e) To pay to Ridgely P. Melvin, Jr., attorney for said Committee, the sum of Fifty Dollars ($50.00) as a fee for his professional services in connection with these proceedings.

(f) To invest the balance of said proceeds in a federally insured building and loan association in the City of Annapolis, with the right to withdraw therefrom from time to time such sums of money as are necessary to enable the said Committee to properly care for the daily needs and welfare of the said Ada Irene Lyon, provided said withdrawals shall not exceed One Hundred Dollars ($100.00) per month without further order of this Court.

It is further ORDERED that before the said Mary van Pelt Vucassovich, Committee, shall receive the proceeds from the sale of the property mentioned herein, she shall first file with the Clerk of this Court an additional corporate bond to the State of Maryland in the penalty of Four Thousand Dollars ($4000), with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

It is further ORDERED that upon compliance with the provisions of this Order, the said Mary van Pelt Vucassovich shall file in these proceedings a report of such compliance.

Benjamin Michaelson
Judge

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LIBER 84 PAGE 579

A STOCK COMPANY — ESTABLISHED 1890

No. 10,374 Equity.

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE*

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MARY van PELT VUCASSOVICH

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND ($4,000.00) - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18th day of June in the year of our Lord one thousand nine hundred and fifty-two

WHEREAS, the above bounden MARY Van Pelt Vucassovich by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed ~~XXXXXXXXXX~~ Committee of Ada Irene Lyon

mentioned in the proceedings in the case of EX PARTE, IN THE MATTER OF ADA IRENE LYON, Incompetent, No. 10,374 Equity

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Mary Van Pelt Vucassovich

do and shall well and faithfully perform the trust reposed in her by said decree, or that may be reposed in her by any future decree or order in the 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:

Audrey M. Duley
Audrey M. Duley

Mary van Pelt Vucassovich (SEAL)
Mary van Pelt Vucassovich

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Audrey M. Duley
Audrey M. Duley

By Ridgely P. Melvin
Attorney-in-fact
Ridgely P. Melvin, Jr.

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

Approved this 19 June, 1952
John A. Hopkins, 3rd, Clerk

Filed 19 June, 1952

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LIBER 84 PAGE 580

EX PARTE	*	IN THE
IN THE MATTER OF	*	CIRCUIT COURT
ADA IRENE LYON,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY No. 10,374 Equity

* * * * * *

REPORT TO COURT

Pursuant to Order of Court dated 14 June 1952 in these proceedings, Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, reports to this Honorable Court as follows:

1. That on 5 August 1952 she executed a deed conveying the real estate and improvements located at 181 Duke of Gloucester Street, Annapolis, Maryland, to Clara E. Tayler and Robert Taylor, her husband; and that on said date she received the balance due on the purchase price of said property of $9,212.86 as shown by the State of Accounts filed herewith marked exhibit "A", and prayed to be taken as a part hereof.

Filed 18 Aug., 1952.

2. That the total cash sum realized from said sale coming into her hands was $10,212.86, which said sum together with a return premium on fire insurance of $7.55 constitutes a total of $10,220.41, which has been distributed as follows:

(a)	To payment of Court costs in these proceedings, including certified copy of deed	$ 19.00
(b)	To Joseph D. Lazenby, real estate commissions	525.00
(c)	To repay $2,200.00 loan, with interest, to Joseph D. Lazenby, F. Marion Lazenby and Sarah L. Betz, Trustees	2,261.59
(d)	To Ridgely P. Melvin, Jr., attorney's fee	50.00
(e)	Balance deposited to account of Mary van Pelt Vucassovich, Committee for Ada Irene Lyon, in First Federal Savings & Loan Association	7,364.82
	TOTAL	$ 10,220.41

3. That vouchers and receipts for items (a), (b), (c), (d) and (e) in paragraph 2. above are filed herewith as exhibits "B", "C", "D", "E" and "F" respectively.

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4. That before receiving the proceeds for said sale, she first filed with the Clerk of this Court an additional corporate bond to the State of Maryland in the penalty of $4,000.00.

AND, as in duty bound, etc.

Mary van Pelt Vucassovich

Mary van Pelt Vucassovich, Committee
for Ada Irene Lyon

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

I HEREBY CERTIFY that on this 13th day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY van PELT VUCASSOVICH, Committee for Ada Irene Lyon, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

Notary Public

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In the Case of

Ex Parte,
In the Matter of
~~Wx~~
Ada Irene Lyon,
Incompetent

In the

Circuit Court

For

Anne Arundel County

To the Honorable, the Judges of said Court:

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

Filed 29 Aug., 1952.

August 28, 1952

All of which is respectfully submitted.

Laura V. Jicklin
Auditor.

Dr. Ex Parte, In the Matter of Ada Irene Lyon, Incompetent in ac.

Committee's Commissions Waived.		
To Committee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	36 75	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer's fee	5 00	
Auditor - stating this account	9 00	
		70 75
To Committee for Expenses, viz:		
Capital-Gazette Press - Order nisi (acct)	6 00	
Fidelity & Deposit Co. of Md. - additional bond premium	10 00	
Clerk of Court - certified copy of deed	1 50	
Joseph D. Lazenby - broker's commission	525 00	
Ridgely P. Melvin, Jr. - fee for legal services rendered in connection with sale of real estate	50 00	
One-half Federal revenue stamps	5 78	
One-half State revenue stamps	5 77	
		604 05
To Committee for Taxes, viz:		
1951 State & County Taxes	111 84	
1952 State & County Taxes ($105.87-adj.)	61 77	
1951 Annapolis City Taxes	94 48	
1952 Annapolis City Taxes ($89.98-adj.)	7 50	
		275 59
To Committee for Accounts Payable, viz: Jos. D. Lazenby, et al, Trustees - in full payment note and interest to date	2,261 59	2,261 59
Balance proceeds sale in hands of Committee, subject to further Order of Court	7,295 57	7,295 57
		10,507 55

32

with Mary van Pelt Vucassovich, Committee Cr.

1952				
June	14	Proceeds of Sale (Contract dated 5/9/52)	10,500 00	10,500 00
		Refund fire insurance premium	7 55	7 55
				10,507 55

LIBER 84 PAGE 585

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Ada Irene Lyon,

Incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,374 Equity.

Filed 29 Aug., 1952

ORDERED, This 29 day of August, 19 52, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 3 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 3 day of October next.

John H. Hopkins, 3rd, Clerk

Filed 16 Nov., 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 1953, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

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LIBER 84 PAGE 586 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,374 Equity
Ex Parte, In the Matter of
Ada Irene Lyon, Incompetent

Ordered, this 29 day of August, 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8 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 3 day of October next.

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

Filed 16 Nov., 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 26, 1952

We hereby certify, that the annexed

Order Nisi - No. 10,374

Ada Irene Lyon

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of Oct., 1952 The first insertion being made the 2 day of Sept., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 1972
35

LIBER 84 PAGE 587

Irving H. Mezger, Attorney named in mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Charles J. Arden and Dorothy M. Arden, his wife.	*	Equity No. 10,756

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

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige

Irving H. Mezger
Irving H. Mezger
Attorney named in Mortgage

Filed 23 June, 1933.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

JM

LIBER 84 PAGE 588

LIBER 713 PAGE 584

No. 10,756 Equity

THIS MORTGAGE, Made this 14th day of October - - , in the year one thousand nine hundred and fifty-two , between CHARLES J. ARDEN AND DOROTHY M. ARDEN, his wife - - - - - - - , of the County of Anne Arundel - in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Three Thousand ($3000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Twenty-nine Dollars and Twenty-eight Cents ($29.28) - - commencing on the fifth day of November ,1952, and on the fifth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

Filed 23 June, 1953.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County Maryland - - - - - - - - - - - - - - - , and described as follows:

~~BEGINNING~~ BEING known and designated as Lot No. Three Hundred Fifty-eight (358) on Plat No. 5 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat No. 1.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

BEING the same lot of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the fifth day of each and every month the sum of Four ($4.00) Dollars - - - - - - - - - - - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its suocessors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said mortgagors, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conduoting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its suocessors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Janet C. Maisel

Janet C. Maisel

Charles J. Arden (SEAL)

Charles J. Arden

Dorothy M. Arden (SEAL)

Dorothy M. Arden

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of October - , 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles J. Arden and Dorothy M. Arden, his wife - known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Janet C. Maisel

Notary Public

My Commission Expires May 4th, 1953.

Janet C. Maisel NOTARY PUBLIC BALTIMORE

Recorded: October 16, 1952 at 10 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

52-348

LIBER 84 PAGE 593

MORTGAGE

From:

Charles J. Arden and Dorothy M. Arden, his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City.

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 16 Day of Oct 19 52, at 2 o 2 M and the same day recorded in Liber J.H.H., No. 743 Fol. 584, Land Records of Anne Arundel County.

Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 84 PAGE 594

Irving H. Mezger, Attorney

named in Mortgage

vs.

Charles J. Arden and Dorothy M. Arden, his wife,

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10756
Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared George F. Hawkins, Executive Vice President of the Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

Filed 6 July, 1953

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

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

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

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

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

George F. Hawkins, Affiant.
Executive Vice President

Subscribed and sworn to before me this 2nd day of July 1953

E. Jane Rusinek
Notary Public
E. Jane Rusinek

8

Irving H. Mezger, Attorney named in Mortgage	*	
vs.	*	IN THE CIRCUIT COURT FOR
Charles J. Arden and Dorothy M. Arden, his wife.	*	ANNE ARUNDEL COUNTY Equity No. 10756
	*	

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Charles J. Arden and Dorothy M. Arden, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated October 14th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 713, folio 584.

Original Amount of Mortgage		$3,000.00
Less - Total amount paid on adcount of principal	$42.15	
Less - Credit Expense Account	41.20	83.35
Net Balance		$2,916.65
Plus accrued interest to June 30th, 1953 (with interest thereafter at the rate of 6% per annum)		14.79
Total balance due on account of mortgage indebtedness		$2,931.44

Filed 6 July, 1953

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

BY: Henry C. Bourke Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

E. Jane Businek
E. Jane Businek Notary Public

My Commission Expires May 2nd, 1955.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 84 PAGE 596 No. 10,756 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger,

of 4th Floor, Park Avenue Building, Park Avenue and Saratoga Street, Baltimore, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Five Hundred and 00/100 ($3,500.00) . . . . . Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24th day of June in the year of our Lord nineteen hundred and fifty-three.

WHEREAS, the above bounden Irving H. Mezger by virtue of a power contained in mortgage from Charles J. Arden and Dorothy M. Arden, his wife to Arundel Federal Savings & Loan Association of Baltimore City dated 10/14/52 and recorded in Liber No. 713 folio 584 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger is about to execute the power vested in him in said mortgage;

Filed 6 July, 1953

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joan M. Krager

Irving H. Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell - Attorney-in-fact

ATTEST:

L. Pill

approved this 6 July, 1953.
John H. Hopkins, 3rd, Clerk.

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Charles J. Arden and Dorothy	*	ANNE ARUNDEL COUNTY
M. Arden, his wife.	*	Equity No. 10756
	*	

CERTIFICATION

We hereby certify, that on the 17th day of July, 1953, we sold at Public Auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, the property described as follows:

> Being known as Lot Three Hundred Fifty-eight (358), Plat No. 5, Elvaton Acres, Third Election District, Anne Arundel County, Maryland, in fee simple,

at and for the price of Fifteen Hundred ($1,500.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice President.

E. T. Newell and Company, Auctioneers

By: John M. Miller, Jr.
VICE PRESIDENT
John M. Miller, Jr.

We hereby certify that we purchased the above described property at and for the price of Fifteen Hundred ($1,500.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY (SEAL)

BY: John P. Helmer (SEAL)
John P. Helmer President

(SEAL)

Filed 23 July, 1953

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Charles J. Arden and Dorothy M.	*	ANNE ARUNDEL COUNTY
Arden, his wife.	*	Equity No. 10756
	*	

REPORT OF SALE

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the property of Charles J. Arden and Dorothy M. Arden, his wife, respectfully shows that he attended on the property on the 17th day of July, 1953 at 4:00 o'clock p.m. and sold to the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, the property described in said mortgage as follows:

BEING known and designated as Lot No. Three Hundred Fifty-eight (358) on Plat No. 5 of Elvaton Acres, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-1, Plat No. 1.

At and for the price of Fifteen Hundred ($1,500.00) Dollars, the said purchaser being the highest bidder at said sale, upon the following terms of sale:

(1) Cash upon ratification of sale.

(2) Expenses to be adjusted to date of sale.

(3) Balance of purchase price to bear interest at the rate of six per cent (6%) per annum.

AND as in duty bound, etc.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

Filed 23 July, 1953

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

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LIBER 84 PAGE 599

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Charles J. Arden and
Dorothy M. Arden, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,756 Equity

Filed 23 July, 1953.

Ordered, this 23 day of July, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of August next.

The report states that the amount of sales to be $ 1,500.00

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Charles J. Arden and
Dorothy M. Arden, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 17 Sept., 1953.

ORDERED BY THE COURT, This 17th day of September, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 84 PAGE 600 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 4, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10756

Charles J. Arden

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of August, 1953. The first insertion being made the 30th day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 17 Sept., 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,756 Equity

IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

CHARLES J. ARDEN And DOROTHY M. ARDEN, His Wife.

Ordered, this 23rd day of July, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of August next.

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.

8-20

No. M. G. 10.2.97

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LIBER 84 PAGE 601

In the Case of

Irving H. Mezger,

Attorney named in Mortgage

vs.

Charles J. Arden

and

Dorothy M. Arden, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,756 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 13 Oct., 1953.

October 5, 1953

All of which is respectfully submitted.

Laura K. Jicklin

Auditor.

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Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Charles J. Arden and Dorothy M. Arden, his wife

in ac.

To Attorney for fee, viz:	50	00		
To Attorney for Commissions, viz:	76	50	126	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Maryland Casualty Co. - bond premium	14	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
E. Jane Rusinek - notary fees	1	00	85	65
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	1,250	10	1,250	10
			1,500	00
Amount of mortgage claim filed	2,931	44		
Cr. Amount allowed as above	1,250	10		
Balance subject to decree in personam	1,681	34		

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with

Irving H. Mezger, Attorney named in Mortgage Cr.

1953				
July	17	Proceeds of Sale	1,500 00	1,500 00
				1,500 00

Filed 13 Oct., 1953

Filed 17 Nov., 1953.

ORDER NISI LIBER 84 PAGE 604

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Charles J. Arden

and

Dorothy M. Arden, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,756 Equity.

ORDERED, This 13 day of October, 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 16 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of November next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 17 Nov., 1953.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10756

Charles J. Arden

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of November, 1953. The first insertion being made the 15th day of October, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,756 Equity
Irving H. Mezger, Attorney named in Mortgage
VERSUS
Charles J. Arden
and
Dorothy M. Arden, his wife
Ordered, this 13th day of October, 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 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.
JOHN H. HOPKINS, 3rd, Clerk
True Copy: TEST:
JOHN H. HOPKINS, 3rd, Clerk
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Filed 13 Nov., 1953

No. M. G. 11629

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